Zoning & Subdivision Committee

Thursday, December 11, 2025, 11:30 am

Minutes from the last meeting of November 13, 2025

1. Review of Lark Ravine Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of The Courtyards at White Oaks Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
3. Review of Jerome Township Zoning Parcel Amendment (Union County) – Staff Report by Joseph Grove

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

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Zoning Parcel Amendment Checklist

Date: 11/18/25 Township: Jerome

Amendment Title: Map Amendment - PDC Land Co.

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 Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone 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 (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	☒	☐
Date of Request (stated in cover letter)	☒	☒
Description of Zoning Parcel Amendment Change(s)	☒	☒
Date of Public Hearing (stated in cover letter)	☒	☒
Township point of contact and contact information for zoning amendment (stated in cover letter)	☒	☒
Parcel Number(s)	☒	☒
Copy of Completed Zoning Amendment Application	☒	☐
Applicant's Name and contact information	☒	☒
Current Zoning	☒	☒
Proposed Zoning	☒	☒
Current Land Use	☒	☒
Proposed Land Use	☒	☒
Acreage	☒	☒
Copy of Zoning Text associated with proposed district(s)	☒	☒
Contiguous and adjoining Parcel Information, including Zoning District(s)	☒	☐
Any other supporting documentation submitted by applicant	☒	☒
Non-LUC Member Fee, If applicable	☐	☒ N/A

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

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

Zoning Commission
Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480
jerometownship.us

November 18,2025

L.U.C. Regional Planning Commission
Brad Bodenmiller, Executive Director
Box 219
East Liberty, Ohio 43319

Dear Mr. Bodenmiller:

This letter is to inform you of a proposed amendment to the Jerome Township Zoning Resolution:

Case #: PD19-132 MOD-001 Type: Map Amendment

Name of Applicant: Pebble Construction c/o Evan Bishop

Location: 10560 Parks Court, Plain City, Ohio 43064, being a 35.52 +/- acre tract located on the east side of Industrial Parkway (CR #1), north of US Highway 42, and being parcel(s) no. 1400060190010, 1400070610020, and 1400070610010 owned by PDC Land Company LLC and 1400060190020 owned by Industrial Parkway Investors, LLC as shown on the County Auditor's current tax list.

Current Zoning Dist.: Planned Development District (PD)

Proposed Zoning Dist.: Planned Development District (PD)

Current Land Use: Various uses as indicated in the regulation text included with the preliminary development plans.

Proposed Land Use: Various uses as indicated in the regulation text included with the preliminary development plans.

Enclosed is a copy of the application and other relevant documents and materials. A public hearing for this case before the Zoning Commission has tentatively been set for Monday, December 8, 2025, at 7:00 p.m.

If you need further information, please feel free to contact me.

Sincerely yours,

Jerome Township ~ Union County, Ohio

Elizabeth Morrison
Zoning Clerk/Secretary of the Commission

Enclosure

PD19-132 MOD-001

JEROME TOWNSHIP
UNION COUNTY, OHIO
9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480

Case #:
App. #: 11259
Date Submitted: 10/23/25
Fee Amount: $4,276.00
Check #: 6480

ZONING COMMISSION APPLICATION

I. PARCEL INFORMATION

Parcel Address: 10560 Parks Court, Plain City, OH 43064			FOR MAP AMENDMENT ONLY
Parcel No.(s): 14-0006019.0010			Proposed Zoning Dist.: ~~PDD~~ PD
Description of Location: Parks Drilling Development on Industrial Parkway west of ~~SR 42~~ US 42			Number of Proposed Lots: 3
Parcel/Tract Area: ~~12.044~~ 35.52	Present Zoning Dist.: ~~PUD~~ PD	Present Use: Light Industrial	Existing Structures: 2 businesses, signs
Complete Where Applicable: Engineer/Surveyor: Guider Winkle Partners c/o Chris Winkle			
Builder/Developer: PDC Land Company c/o William Lowman			

II. OWNER OF RECORD

Owner Name(s):	Owner Address:
PDC Land Company LLC	10560 Parks Ct., Plain City, OH 43064

III. APPLICANT INFORMATION

Applicant Name:	Applicant Address:
Pebble Construction c/o Evan Bishop	8026 Industrial Parkway, Plain City, OH 43064
Applicant Phone Number: 614-504-0759	Applicant Email: evan@pebbleconstruction.com

☐ Parcel Owner ☐ Business Owner/Tenant ☑ Attorney/Agent ☐ Architect/Engineer

IV. PROJECT TYPE

☐ Zoning Map Amendment - Standard Zoning District ☐ Misc. Action: _____

☑ ~~Zoning Map Amendment - Planned Development District~~ ☐ Detailed Development Plan

☒ Zoning Map Amendment - Change to PD Dist. Preliminary Dev. Plan ☐ Modification of Detailed Development Plan

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Zoning Inspector.

Applicant Signature: [signature] **Date:** 10/22/25

By signing, I certify that I am the owner of the real property or the owner's agent, and that the application is authorized with the full knowledge of the owner.

****FOR OFFICIAL USE ONLY****

Additional Notes:
11/17/25 - app. Complete

LUCRPC Review Date:	Zoning Com/Hearing Date: 12/8/25	Trustee Hearing Date:
☐ Approved as Submitted	☐ Approved as Submitted	☐ Approved as Submitted
☐ Approved w/ Modifcations	☐ Approved w/ Modifcations	☐ Approved w/ Modifcations
☐ Continued	☐ Continued/Other	☐ Continued/Other
☐ Denied	☐ Denied/Disapproved	☐ Denied

Case # PD19-132 MOD-001 10/23/25

Application Requirements ZONING MAP AMENDMENT (REZONING)

Whenever the public necessity, convenience, general welfare, or good zoning practices require, or in conformance with the adopted Comprehenesive Plan, the Board of Township Trustees may by resolution amend, supplement, change, or repeal the regulations, restrictions, and boundaries or classification of property. Such amendments may only be made after recommendation from the Zoning Commission and subject to the procesdures provided by law.

What information should be provided to apply for an amendment of the Official Zoning Map?
This checklist is to be used as a guide for filling out the application and must be returned with each item checked off:

- [x] Application form, completed.
- [x] Names and contact information of any design professionals or other agents involved in preparing the application, if not otherwise indicated on the application.
- [ ] A statement indicating the current zoning district and use, proposed zoning district and intended use(s), and an explaination of how the proposed amendment of the Official Zoning Map relates to the Comprehensive Plan.
- [ ] Legal description of the parcel or tract.
- [x] A vicinity map, drawn to an appropriate scale based on the area of the parcel or tract, showing the general location of the site.
- [x] A site plan, drawn to scale by a professional surveyor, engineer, architect, or landscape architect registered in the State of Ohio, indicating at least the following:
  - [ ] Lot/parcel area.
  - [ ] A plan showing the dimensions and shape of the parcel or tract, the size and location of existing buildings, and any natural or topographic features.
  - [ ] Date, scale, and north arrow.
  - [ ] Lots lines, setback lines, and easements.
  - [ ] Roads, sidewalks, and alleys.
  - [ ] Existing structures on neighboring lots within 20 feet of the lot line.
  - [ ] Dimensions from any existing buildings to all lot lines labeled.
- [ ] A preliminary traffic study completed to the requirements of the Union County Engineer or correspondence from the County Engineer's Office or other relevant public agency that a traffic study is not required for the proposed development.
- [ ] For any lot not designated solely for residential use and proposed to be served by central sewers or water, evidence that the lot has or will have access to central sewers or water.
- [ ] A list of the names and addresses of the applicant and of the owners of all lots within, contiguous to, and directly across the street from the subject lot, as shown on the County Auditor's current tax list. One (1) copy shall be submitted on regular letter paper, and two (2) on Avery #5160 mailing labels or equivalent style mailing labels approved by the Zoning Inspector.
- [ ] Such other information as may be required for the Zoning Inspector, Zoning Commission, Board of Township Trustees, or other relevant public authority to review the application.
- [x] The fee, as required by the Schedule of Zoning Fees.

All applications shall include one (1) completed application form and fifteen (15) sets of plans and other documents. All plans and other documents shall be single-sided and shall be folded to be no larger than 8.5" x 11". Electronic copies of all plans and documents in .PDF or another standard file-type shall also be submitted at the time of application via CD, memory stick, or via remote transfer when coordinated in advance with the Zoning Inspector.

What information should be provided to apply for an amendment to the Official Zoning Map requesting a new or modified Planned Development District?

In addition to the general application requirements for amendments to the Official Zoning Map, the following additional information should be provided when a new or modified Planned Development District is proposed:

PRELIMINARY DEVELOPMENT PLAN & OTHER SUPPLEMENTARY INFORMATION:

The proposed preliminary development plan shall be prepared and endorsed by a certified or licensed planner, architect, landscape architect, engineer and/or surveyor, with all mapping to be at a scale of at least 1" = 100', and shall include, in text and map form, the following:

- ☒ A conceptual site plan of the proposed PD District, including any proposed subareas, any proposed buildings other than single-family dwellings or two-family dwellings, any functional use areas, circulation patterns, and their relationship.
- ☒ Proposed densities, number of lots and dimension parameters, and building intensities.
- ☒ Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
- ☒ Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
- ☒ Relation to existing and future land use in surrounding area.
- ☒ Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
- ☒ Proposed traffic and pedestrian circulation pattern, indicating both public and private streets and highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
- ☒ An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.
- ☒ Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.
- ☒ General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
- ☒ Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
- ☒ Projected schedule of site development.
- ☒ Evidence that the applicant has sufficient control over the land to carry out the proposed development.
- ☒ Regulation text for development in the proposed Planned Development District, as noted on the following page.

Application Requirements

PD DISTRICT REGULATION TEXT

A regulation text is considered part of the preliminrary development plan, and shall only apply to the Planned Development District in question and all development within that Planned Development District. That text must set forth and define the uses to be permitted within the proposed Planned Development District and the development standards applicable to the proposed District. The regulation text is intended to guide all development of the property proposed to be designated Planned Development District by the application. The regulation text provided for in Section 500.08(3)(o) shall cover all appropriate zoning regulations for the proposed PD District including, without limitation, the following:

REGULATION TEXT

- ☒ A cover page including the name of the proposed development, name and contact information of the applicant, name and contact information of the applicant's representative(s), the date of application and any revision dates thereafter, a location for the case number assigned by the Township Zoning Department to be indicated, and a location for the number and date of adoption for the resolution approving the map amendment.
- ☒ All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.
- ☒ All maximum height and size requirements of buildings, mechanical areas and other structures
- ☒ All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.
- ☒ All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.
- ☒ All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.
- ☒ All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjacent areas.
- ☒ All proposed signage and graphic standards, including height, setback, square footage, colors, corporate logos and type.
- ☒ All exterior architectural design standards, including material, color and styles.
- ☒ A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the preliminary development plan or the Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed preliminary development plan.
- ☒ Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.
- ☒ Accessory structure standards and limitations.
- ☒ Open space area, uses and structures including proposed ownership and sample controlling instruments
- ☒ Any other regulatory area or matter deemed necessary or relevant by the Zoning Commission.
- ☒ The regulation text should contain the following provision: *All development standards not specifically addressed by the regulation text shall be regulated by those general development standards set forth in the Zoning Resolution.*

Builderscape

November 11, 2025

Eric Snowden
Zoning Inspector / Planning Coordinator
Jerome Township, Union County
9777 Industrial Parkway
Plain City, Ohio 43064

Re: **PDC Commerce Park – Revised Regulation Text (Case #PD19-132 MOD-001)**

Dear Mr. Snowden,

I have reviewed the revised Regulation Text for the PDC Commerce Park Planned Development District, dated October 8, 2025, and confirm that I approve the proposed modifications as submitted.

The updated document provides clear and appropriate refinements to the permitted and conditional use listings, development standards, and zoning references for Subareas A and B. The revisions align with the original development intent and remain consistent with the Jerome Township Zoning Resolution (Chapter 500) and applicable County standards.

In my opinion, the updated language accurately represents the development objectives for PDC Commerce Park and maintains the intent of the previously approved preliminary development plan.

If any further input or documentation is required to finalize this submittal, please contact me at 614-679-2588 or chris@builderscape.com.

Sincerely,



Chris Matthews
President.

www.builderscape.com
10496 Parks Court, Marysville, Ohio 43040
614-889-2533

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in Jerome Township, Union County, State of Ohio, part of Surveys Nos. 9736 and 10620 and bounded and described as follows:

Beginning at a stone, the northerly corner of James Curry's Survey No. 1440; running thence with the northeasterly line of said Survey S. 36 degrees E. 63 poles to a stone, northwesterly corner to lands formerly owned by Abraham J. Baughman; thence with Baughman's northerly line N. 55 degrees E. 41.60 poles to a stone, corner to Mary E. Taylor; thence with her westerly line N. 36 degrees 15 ~~East~~ MIN. W. 63.50 poles to a stake, Mary E. Taylor's corner, in the southeasterly line of Survey No. 5166; thence with said line S. 54 degrees 30 ~~East~~ MIN. W. 41.30 poles to the place of beginning.

Containing 16.25 acres, more or less.

Parcel Number 1400060190000
Map Number 125-00-00-046.000
VMS 9736 and 10620

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 10-16-19 mgk
JEFF STAUCH, UNION CO. ENG

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 358603

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

Beginning at a stone, the northerly corner of James Curry's Survey No. 1440; thence with the northwesterly line of said Survey, S. 54 degrees 30 ~~Feet~~ MIN W. 45.40 poles to a stake in the centerline of the Marysville and Columbus Road; thence with the centerline of said road S. 53 degrees E. 97.31 poles to a stone, a corner to a one acre tract conveyed to David D. Patch; thence with a line thereof, N. 54 degrees 30 ~~Feet~~ MIN E. 18 poles to a stake and elm stump in the northeasterly line of Survey No. 1440; thence with the line of said survey N. 36 degrees W. 91 poles to the place of beginning.

Containing 18 acres, more or less.

Parcel No. 1400070610000
Map No. 125-00-00-045.000
VMS No. 1440

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 10-16-19
JEFF STAUCH, UNION CO. ENG.

PLANNED DEVELOPMENT DISTRICT REGULATION TEXT

Development Name:	PDC Commerce Park
Applicant:	PDC Land Company, LLC
Applicant Representative:	Evan Bishop Pebble Construction 8026 Industrial Parkway Plain City, OH 43064 evan@pebbleconstruction.com
Engineer:	Chris Winkle Guider Winkle Partners 19541 Delaware County Line Road Marysville, OH 43040 cwinkle@guiderwinkle.com
Application Date:	11-17-25
Date of Revision:	_____
Date of Adoption:	_____

PLANNED DEVELOPMENT DISTRICT REGULATION TEXT

Development Name:	PDC Commerce Park
Applicant:	PDC Land Company, LLC
Applicant Representative:	Evan Bishop Pebble Construction 8026 Industrial Parkway Plain City, OH 43064 evan@pebbleconstruction.com
Engineer:	Chris Winkle Guider Winkle Partners 19541 Delaware County Line Road Marysville, OH 43040 cwinkle@guiderwinkle.com
Application Date:	_____
Date of Revision:	_____
Date of Adoption:	_____

I. INTRODUCTION. The PDC Commerce Park Development (the "Development or "Site") is business park which will be developed with various office and light industrial uses as provided herein. The site consists of approximately 35.5 + /- acres of real property located on the east side of Industrial Parkway (CR #1), north of US Highway 42.

This regulation text is a part of the preliminary development plan provided for by Chapter 500 of the Zoning Resolution and is adopted in accordance with provisions of that Chapter and governed by the regulations provided therein. The preliminary development plan attached to this application for an amendment of the Official Zoning Map is adopted for the purposes provided for in Section 500.001 and as may be further described in the document entitled: "The Relationship of the Proposed Amendment to the Official Zoning Map to the Jerome Township Comprehensive Plan" as attached to this application

II. PERMITTED USES.

Within Subarea A of this Planned Development District, the following uses shall be permitted:

1. 236 – Construction of buildings
2. 238 – All Specialty Trade Contractors with the exception of:
    a) 23811 – Poured Concrete Foundation and Structure Contractors
    b) 23812 – Structural Steel and Precast Concrete Contractors
    c) 23891 – Site Preparation Contractors
3. 323 – Printing and Related Support Activities
4. 33243 - Metal Can, Box, and Other Metal Container (Light Gauge) Manufacturing
5. 3325 – Hardware Manufacturing
6. 3326 – Spring and Wire product Manufacturing
7. 3327 – Machine Shops; Turned Product; and Screw, Nut and Bolt Manufacturing.
8. 3329 - Other Fabricated Metal Product Manufacturing with the exception of:
    a) 332992 Small Arms Ammunition Manufacturing
    b) 332993 Ammunition (except Small Arms) Manufacturing
    c) 332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing
9. 334 – Computer and Electronic Product Manufacturing
10. 335 – Electrical Equipment, Appliance, and Component Manufacturing with the exception of:
    a) 33591 – Battery Manufacturing
11. 3363 – Motor Vehicle Parts Manufacturing
12. 3364 - Aerospace Product and Parts Manufacturing
13. 336991 - Motorcycle, Bicycle, and Parts Manufacturing
14. 339 – Miscellaneous Manufacturing
15. 4234 – Professional and Commercial Equipment and Supplies Merchant Wholesalers
16. 4236 – Electrical and Electronic Goods Merchant Wholesalers
17. 4237 – Hardware, and Plumbing and Heating Equipment and Supplies Merchant Wholesalers
18. 42384 – Industrial Supplies Merchant Wholesalers
19. 42385 - Service Establishment Equipment and Supplies Merchant Wholesalers
20. 44131 – Automotive Parts and Accessories Stores
21. 4422 - Home Furnishing Stores

22. 44412 Paint and Wallpaper Stores
23. 492 – Couriers and Messengers
24. 517 – Telecommunications
25. 518 – Data Processing, Hosting, and related services
26. 519 – Other Information Services
27. 52 – Finance and Insurance
28. 531 – Real Estate with the exception of:
    a) 53113 - Lessors of Mini-warehouses and Self-Storage Units
29. 532 – Rental and Leasing Services with the exception of:
    a) 5321 – Automotive Equipment Rental and Leasing
    b) 5323 – General Rental Centers
    c) 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
30. 54 - Professional, Scientific, and Technical Services
31. 55 - Management of Companies and Enterprises
32. 561 - Administrative and Support Services with the exception of:
    a) 56173 – Landscaping Services
33. 6211 – Offices of Physicians
34. 6212 – Offices of Dentists
35. 6213 – Offices of Other Health Practitioners
36. 6215 - Medical and Diagnostic Laboratories
37. 6216 – Home Health Care Services
38. 7223 – Special Food Services
39. 8139 – Business, Professional, Labor, Political, and Similar Organizations
40. Accessory uses as may be permitted under the regulations provided in Chapter 645 of the Zoning Resolution.
41. Temporary uses as may be permitted under the regulations provided in Chapter 640 of the Zoning Resolution.
42. Public service facilities, Essential services

Within Subarea B of this Planned Development District, the following uses shall be permitted:

1. 238 – All Specialty Trade Contractors
2. 811 – Repair and Maintenance
3. All uses listed as permitted uses in the regulations for Subarea A of this Planned Development District.

III. CONDITIONAL USES.

Within Subarea A of this Planned Development District, the following uses shall be conditional:

1. 237 – Heavy and Civil Engineering Construction
2. 23811 – Poured Concrete Foundation and Structure Contractors
3. 23812 – Structural Steel and Precast Concrete Contractors
4. 23891 – Site Preparation Contractors
5. 315 – Apparel Manufacturing
6. 3162 – Footwear Manufacturing
7. 321911 – Wood Window and Door Manufacturing
8. 321918 – Other Millwork (including flooring)
9. 3222 – Converted Paper Product Manufacturing

10. 3261 – Plastics Product Manufacturing
11. 3271 – Clay Product and Refractory Manufacturing
12. 3272 – Glass and Glass Product Manufacturing
13. 32733 – Concrete Pipe, Brick, and Block Manufacturing
14. 3274 – Lime and Gypsum Product Manufacturing
15. 3279 – Other Nonmetallic Mineral Product Manufacturing
16. 3312 – Steel Product Manufacturing from Purchased Steel
17. 3321– Forging and Stamping
18. 3322 – Cutlery and Hand tool Manufacturing
19. 3323 – Architectural and Structural Metals Manufacturing
20. 3328 – Coating, Engraving, Heat Treating, and Allied Activities
21. 333 – Machinery Manufacturing
22. 33621 – Motor Vehicle Body and Trailer Manufacturing
23. 3363 – Motor Vehicle Parts Manufacturing
24. 3364 – Aerospace Product and Parts Manufacturing
25. 336991 – Motorcycle, Bicycle and Parts Manufacturing
26. 337 – Furniture and Related Product Manufacturing
27. 42311 – Automobile and Other Motor Vehicle Merchant Wholesalers
28. 42313 – Motor Vehicle Supplies and New Parts Merchant Wholesalers
29. 4233 – Lumber and Other Construction Materials Merchant Wholesalers
30. 42351 – Metal Service Centers and Other Metal Merchant Wholesalers
31. 42381 – Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
32. 42382 – Farm and Garden Machinery and Equipment Merchant Wholesalers
33. 4411 – Automobile Dealers
34. 4412 – Other Motor Vehicle Dealers
43. 44419 – Other Building Material Dealers
44. 4442 – Lawn and Garden Equipment and Supplies Stores
45. 44512 – Convenience Stores
46. 4541 – Electronic Shopping and Mail-Order Houses
47. 484 – Truck Transportation
48. 485 – Transit and Ground Passenger Transportation
49. 487 – Scenic and Sightseeing Transportation
50. 492 – Couriers and Messengers
51. 493 – Warehousing and Storage, with the exception of the following uses which are prohibited in the Commerce District:
    a) 493190 – Automobile Dead Storage
    b) 493190 – Bulk Petroleum Storage
52. 4884 – Support Activities for Road Transportation except for Motor Vehicle Towing with On-Site storage or impounding of motor vehicles.
53. 4885 – Freight Transportation Arrangement
54. 4889 – Other Support Activities for Transportation
55. 53113 – Lessors of Mini-Warehouses and Self-Storage Units
56. 5321 – Automotive Equipment Rental and Leasing
57. 5323 – General Rental Centers
58. 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
59. 71394 – Fitness and Recreational Sports Centers

Within Subarea B of this Planned Development District, the following uses shall be conditional:

1. All uses listed as conditional uses in the regulations for Subarea A of this Planned Development District except for those uses included within the use known as "238 – All Specialty Trade Contractors" which shall be permitted as indicated in Section II above.

IV. DEVELOPMENT STANDARDS. Within this Planned Development District, the following development standards shall apply to all uses:

1. **Maximum Density.** Land within the area designed Subarea A may be subdivided into no more than five (5) lots of record. Land within the area designed Subarea B may be subdivided into no more than three (3) lots of record.

2. **Setbacks**. The minimum setbacks and yard areas shall be as indicated in this section. Setbacks indicated as applying to or from a road shall apply from the right-of-way line after any required right-of-way dedications have been completed. Whenever two setbacks may apply from the same lot line, the more restrictive setback provided herein shall apply.

    a) **Industrial Parkway.** 70 feet for buildings, driveways, parking areas, and circulation aisles, supply yards and other outdoor storage areas.

    b) **Northern Boundary Line.** 40 feet for buildings, driveways, parking areas, and circulation aisles, supply yards and other outdoor storage areas.

    c) **Eastern Boundary Line.** 50 feet in Subarea A and 40 feet in Subarea B for buildings, driveways, parking areas, and circulation aisles, supply yards and other outdoor storage areas.

    d) **Southern Boundary Line.** 50 feet in Subarea A and 40 feet in Subarea B for buildings, driveways, parking areas, and circulation aisles, supply yards and other outdoor storage areas.

    e) **Required Yards:**

        1. Front Yard Setback: 40 feet

        2. Rear Yard Setback: 30 feet

        3. Side Yard Setback: 30 feet

    f) **Setbacks for Driveways, Parking Areas, and Circulation Aisles:**

        1. Front Setback: 20 feet

        2. Side Setback 10 feet

3. Rear Setback 10 feet

3. **Minimum Lot Width, Area and Depth.** The minimum dimensions for all lots shall be as follows:

   a) Minimum Lot Width: 150 feet

   b) Minimum Lot Area: 2 acres in Subarea A & 1.5 acres in Subarea B

4. **Maximum Lot Coverage.** The maximum lot coverage for all lots shall not exceed 30%.

5. **Building Standards.** The following development standards shall apply to uses in this PD District:

   a) **Main Entries.** All buildings shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance of each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.

   b) **Blank Walls.** Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.

   c) **Loading Docks & Loading Areas.** Loading docks and loading areas shall not be permitted on any building elevation that fronts to a street. All loading docks and loading areas shall be located on the side or rear elevations of the building.

   d) **Building Height.** The maximum height of all structures shall not exceed forty-five (45) feet.

6. **Signage.** Signage shall be permitted and installed in accordance with the applicable provisions of the Zoning Resolution, including the standards for such signs provided in Section 615.05 with the following additional regulations and provisions:

   a) One (1) additional ground sign shall be permitted, as generally depicted on the sheet labeled "Exhibit F" and setback of said sign shall be no less than fifteen (15) feet. The maximum height of said ground sign shall be ten (10) feet, and the maximum display area shall not exceed thirty-two (32) square feet. Off-premises sign copy shall be permitted on this sign for any uses established on lots within the Development.

   b) The maximum height for permanent ground signs for all uses shall be five (5) feet and the display area shall not exceed twenty-five (25) square feet. No ground sign

other than the sign provided for in subsection (a) above may be directed to Industrial Parkway.

c) Wall signs shall be permitted for each use in accordance with the provisions of Section 615.05. However, in no case shall the display area of any wall sign exceed one hundred twenty-five (125) square feet.

7. **Parking and Loading Areas.** Parking and loading areas shall be provided for each use in accordance with the applicable regulations of Chapter 610 of the Zoning Resolution.

8. **Access, Roads, and Other Improvements.**

a) Vehicular access to the site shall be as shown on the conceptual site plan, subject to the approval of the relevant public regulatory agencies.

b) All roads, including internal roads and external improvements adjacent to the Development shall meet the requirements of and be approved by the County Engineer or other relevant regulatory agency.

c) Multi-use path and sidewalk widths are generally eight (8) feet and four (4) feet wide, respectively, and shall be located as indicated on the conceptual site plan.

d) Stormwater management facilities, utilities and other required public improvements shall be designed to the standards established by or as otherwise approved by the County Engineer or other relevant regulatory agency. Improvements are subject to final design and engineering and may be revised order to meet the regulations or requirements established by the County Engineer, OEPA, USACE and/or any other state or federal regulatory agency having jurisdiction over such matters.

9. **Screening & Landscaping.** Landscaping shall be as depicted on the conceptual site plan, landscape plans, or other plans and exhibits, and shall comply with all applicable provisions of the Zoning Resolution related to landscaping, including the provisions of Sections 500.06(10), 620.03 and 620.04, and in accordance with the following additional regulations:

10. **Lighting.** Exterior lighting shall conform to all applicable requirements of the Zoning Resolution. The maximum height of pole-mounted luminaries shall not exceed eighteen (18) feet in Subarea A or thirty (30) feet in Subarea B.

VI. DEVELOPMENT STANADARDS NOT PROVIDED. In accordance with Section 500.04(2) of the Zoning Resolution, the standards and regulations provided in this regulation text shall constitute the zoning regulations for and shall apply only to this Planned Development District. All development standards not specifically addressed by this regulation text shall be regulated by those general development standards set forth in the Zoning Resolution; however, in the event of any ambiguity, the preliminary development plan, including this regulation text, all incorporated maps, plans, and exhibits, shall be interpreted in order to give effect to and

resolve any ambiguities in favor of the zoning regulations contained herein. In accordance with the Zoning Resolution, minor deviations from the plans and exhibits submitted with this regulation text (the "preliminary development plan") may be approved in conjunction with review and approval of the applicable detailed development plans(s).

PDC Land Company LLC
10560 Parks Ct
Plain City, OH 43064

Jerome Township LLC
5494 Tara Ct
Dublin, OH 43016

Robert & Rebecca Ergino
10319 Industrial Parkway
Plain City, OH 43064

Industrial Parkway Investors LLC
8590 Sterling Ct
Plain City, OH 43064

Helen McClaskie I, LLC
5194 Heritage Ln
Hilliard, OH 43026

Homewood Corporation
3435 Stelzer Rd
Columbus, OH 43219

Industrial Parkway Investors LLC
10496 Parks Ct
Plain City, OH 43064

Helen McClaskie I, LLC
10310 Industrial Parkway
Plain City, OH 43064

Seng & Syfoum Veopaseuth
10455 Industrial Parkway
Plain City, OH 43064

Timothy Allen
10485 Industrial Parkway
Plain City, OH 43064

Robert E & Laura A Rhoades
10475 Industrial Parkway
Plain City, OH 43064

Chassity J Dougherty, Trustee
10465 Industrial Parkway
Plain City, OH 43064

William & Darcie Schalk
11235 Taylor Rd
Plain City, OH 43064

Margaret Ann Frantz, etal
10695 Industrial Parkway
Plain City, OH 43064

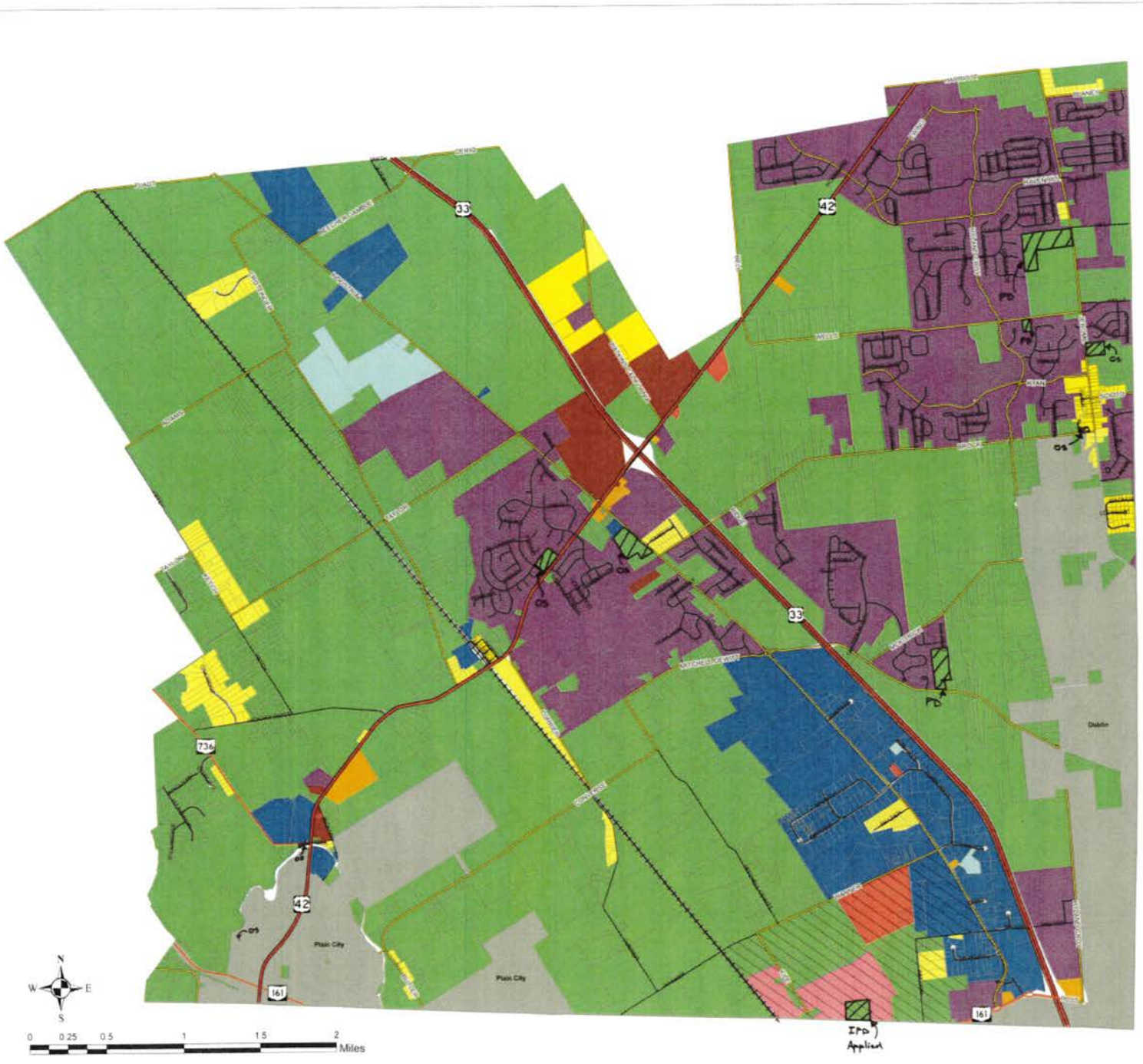
Johcar Holdings LLC
6503 Cook Rd
Powell, OH 43065

Pebble Construction
8026 Industrial Parkway
Plain City, OH 43064

Margaret Ann Frantz, etal
451 Sandhill Rd
Hersey, PA 17033

Guider Winkle Partners, Inc
47 Greenfield Drive
Milford Center, OH 43045

Zoning Map of Jerome Township, Union County, Ohio



Logan-Union-Champaign
Regional Planning Commission
10820 St. Rt. 347
East Liberty, OH 43344
(937) 666-3431

Map Generated: July 2004
Map Updated: July 2025 (ACS)

This map was prepared by LUC. Zoning information was provided by the Township. the party responsible for the accuracy and maintenance of this map.

Zoning District

RU MDR LR COM SRE
LDR ORM RR PD Municipality

Zoning Overlay

IPD Area IPD Applied

Roads

Township County State U.S. Railroad

Amendments

3/10/25, PD21-004, 35.813 +/- Ac., Jerome Rd, PD(JV)
5/7/25, Z25-001, Various Parcels to OS
5/12/25, IPD25 DDP-001, 12.39 +/- Ac., Kile Rd., IPD Applied
6/2/25, PD24-003, 18.0 +/- Ac., Hickitrick Rd., RU to PD
6/5/25, PD21-004, 3.0 +/- Ac., Wells Rd., PD(JV)

This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted 2-4-2025 as part of the Zoning Resolution Jerome Township, Union County, Ohio.

Chairperson
Jerome Township
Board of Trustees

Fiscal Officer
Jerome Township

Sheet 1/1



EXHIBIT A
REGIONAL PLAN

SHEET #: —
DRAWN BY: CAW
DATE: 10/21/2025
JOB #: 25086

SHEET NAME:

PDC COMMERCE PARK

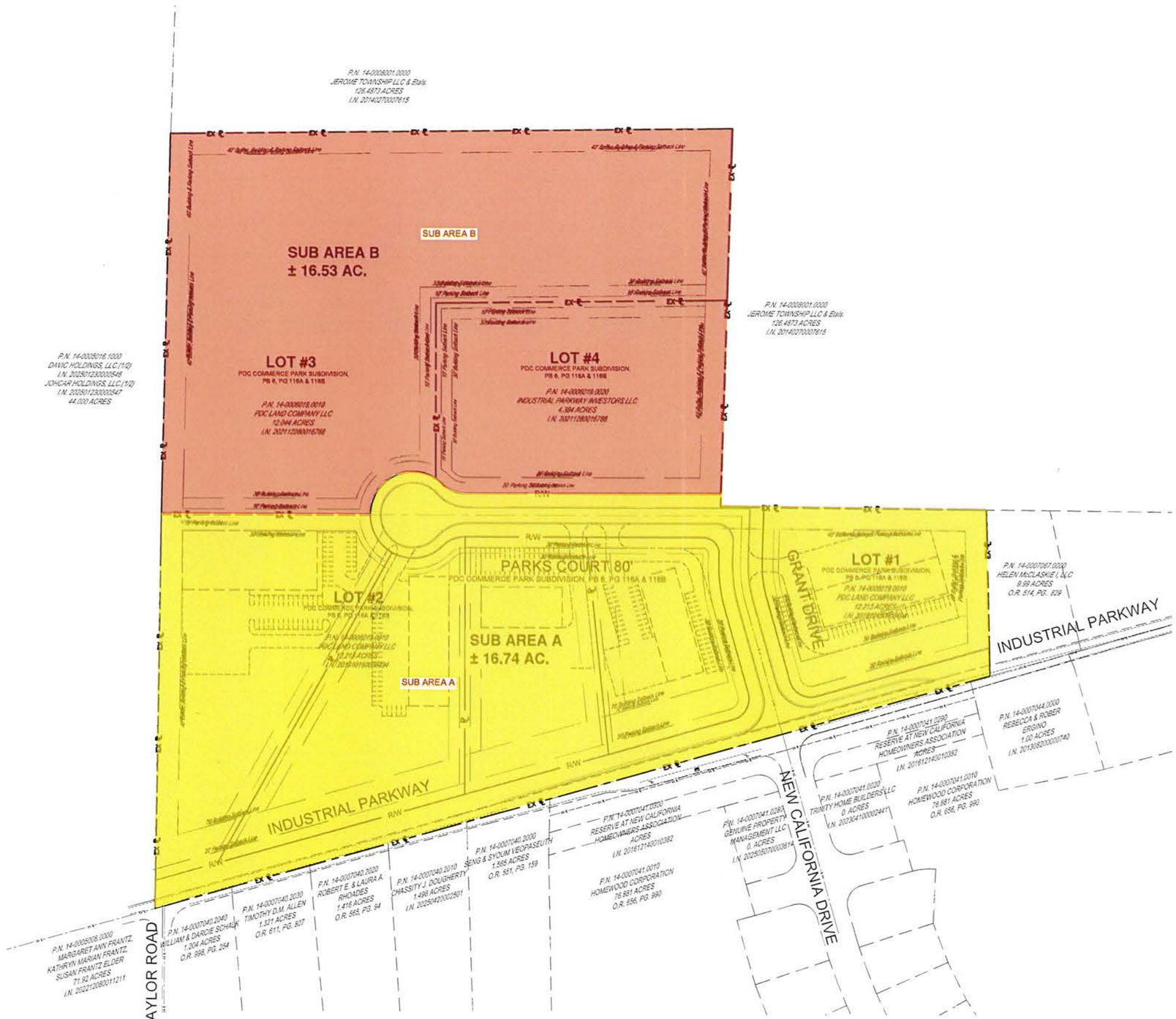
PLANNED DEVELOPMENT DISTRICT

10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

REVISIONS		
NO.	DATE	DESCRIPTION

PROFESSIONAL STAMP:

PREPARED BY:
GUIDER WINKLE PARTNERS
SURVEYING & ENGINEERING
19541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 666-8902



PREPARED BY:
GUIDER WINKLE PARTNERS
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MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 666-8802

PROFESSIONAL STAMP:

NO.	DATE	DESCRIPTION

REVISIONS

SHEET NAME:
PDC COMMERCE PARK
PLANNED DEVELOPMENT DISTRICT
10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

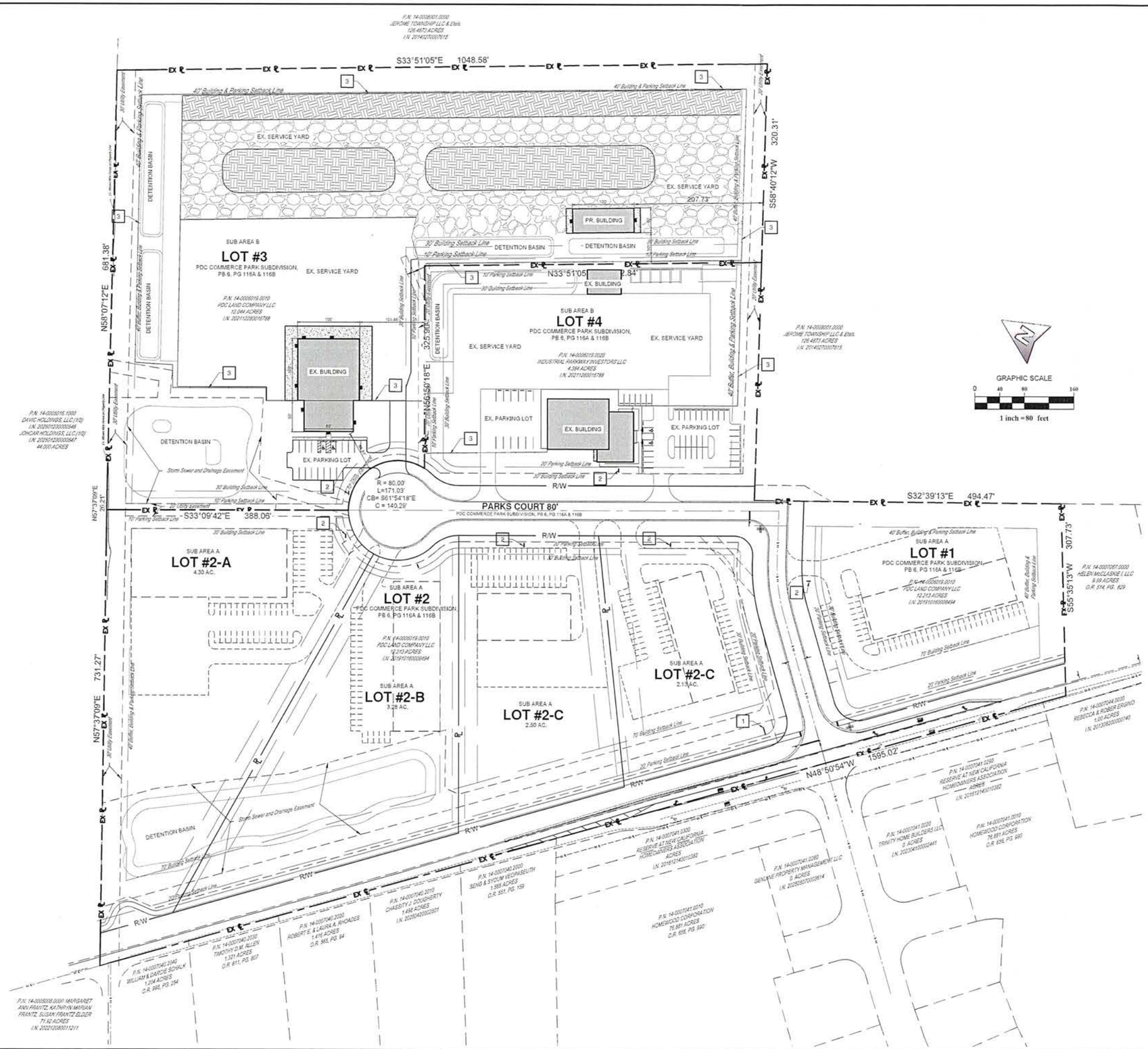
DATE: 10/21/2025

DRAWN BY: CAW

SHEET:
EXHIBIT B
SUB-AREA PLAN

JOB # 25086

C:\USERS\CHRISIONEDRIVE - GUIDER WINKLE SURVEYING\GWP PROJECTS\25086-200 10560 PARKS CT JEROME TWP - ENG\03-CIVIL\01-DESIGN\25086 PARK.DWG - 10/22/2025 11:08 AM



SITE DATA

GROSS ACREAGE:

± 35.52 ACRES

- INDUSTRIAL PARKWAY ROW (120') ± 2.25 ACRES

NET ACREAGE:

± 33.27 ACRES

NOTES

THE INDIVIDUAL LAYOUT OF EACH LOT SHOWN HERE IS PROVIDED TO ILLUSTRATE THE INTENT OF THE DEVELOPMENT AND IS CONCEPTUAL IN NATURE. FINAL LAYOUT OF BUILDINGS, PARKING, STORM WATER, AND LANDSCAPING WILL VARY BASED UPON FINAL BUYER OF EACH LOT AND FINAL ENGINEERING. EACH INDIVIDUAL LOT DEVELOPER SHALL BE REQUIRED TO INCLUDE SITE PLANS, LANDSCAPING, AND ARCHITECTURE IN ACCORDANCE WITH THE REQUIREMENT OF THIS ZONING AND SECTION 500 OF THE JEROME TOWNSHIP ZONING RESOLUTION.

CODED LAYOUT & MATERIALS NOTES

KEY	ITEM	REFERNCE	NOTES
1	BUSINESS PARK ENTRY SIGN		SEE DETAIL A, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE
2	INDIVIDUAL MONUMENT SIGN		SEE DETAIL B, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE
3	6' HT. CHAIN LINK FENCE		SEE DETAIL C, EXHIBIT F FINAL LOCATION SUBJECT TO FINAL DEVELOPMENT PLAN

DEVELOPMENT CONTACTS

OWNER /DEVELOPER

PDC LAND COMPANY LLC
10560 PARK COURT
PLAIN CITY, OH 43064
WILLIAM LOWMAN
614-761-7707
BILLOWMAN1@AOL.COM

PREPARED BY:
GUIDER WINKLE PARTNERS
SURVEYING & ENGINEERING
10541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 666-9302

PROFESSIONAL STAMP:

REVISIONS

NO.	DATE	DESCRIPTION

SHEET NAME:
PDC COMMERCE PARK
PLANNED DEVELOPMENT DISTRICT
10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

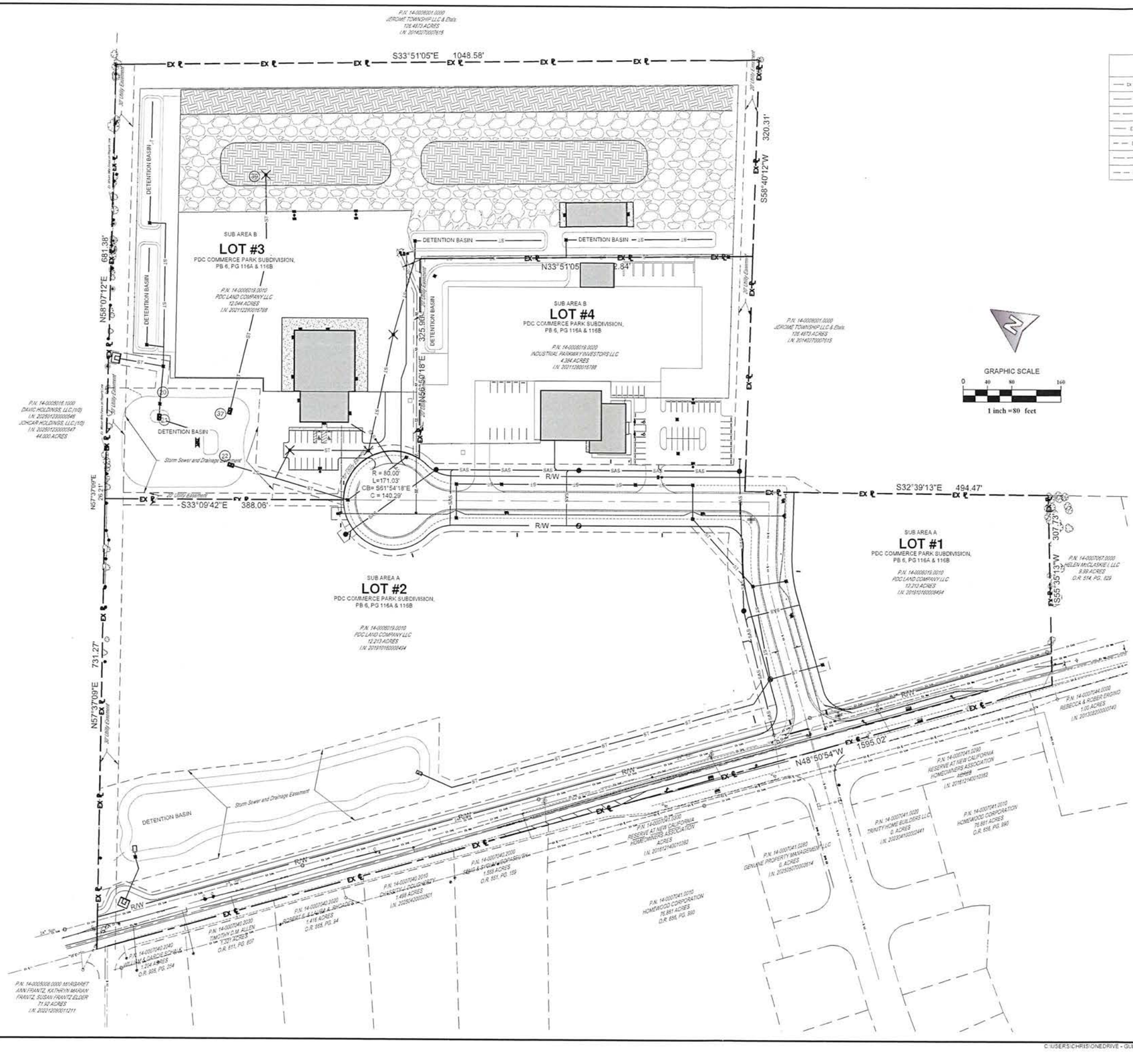
DATE: 10/21/2025

DRAWN BY: CAW

SHEET:
EXHIBIT C
CONCEPTUAL SITE PLAN

JOB # 25086

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LEGEND

EX. ELECTRIC		E	PROP. ELECTRIC
EX. GAS		G	PROP. GAS
EX. STORM		ST	PROP. STORM
EX. SANITARY		SAS	PROP. SANITARY
EX. TELEPHONE		TE	PROP. TELEPHONE
EX. WATER		W	PROP. WATER
EX. CABLE		C	PROP. CABLE

PREPARED BY:
GUIDER WINKLE PARTNERS
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10541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 666-8902

PROFESSIONAL STAMP:

REVISIONS

NO.	DATE:	DESCRIPTION:

SHEET NAME:

PDC COMMERCE PARK

PLANNED DEVELOPMENT DISTRICT

10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

DATE: 10/21/2025

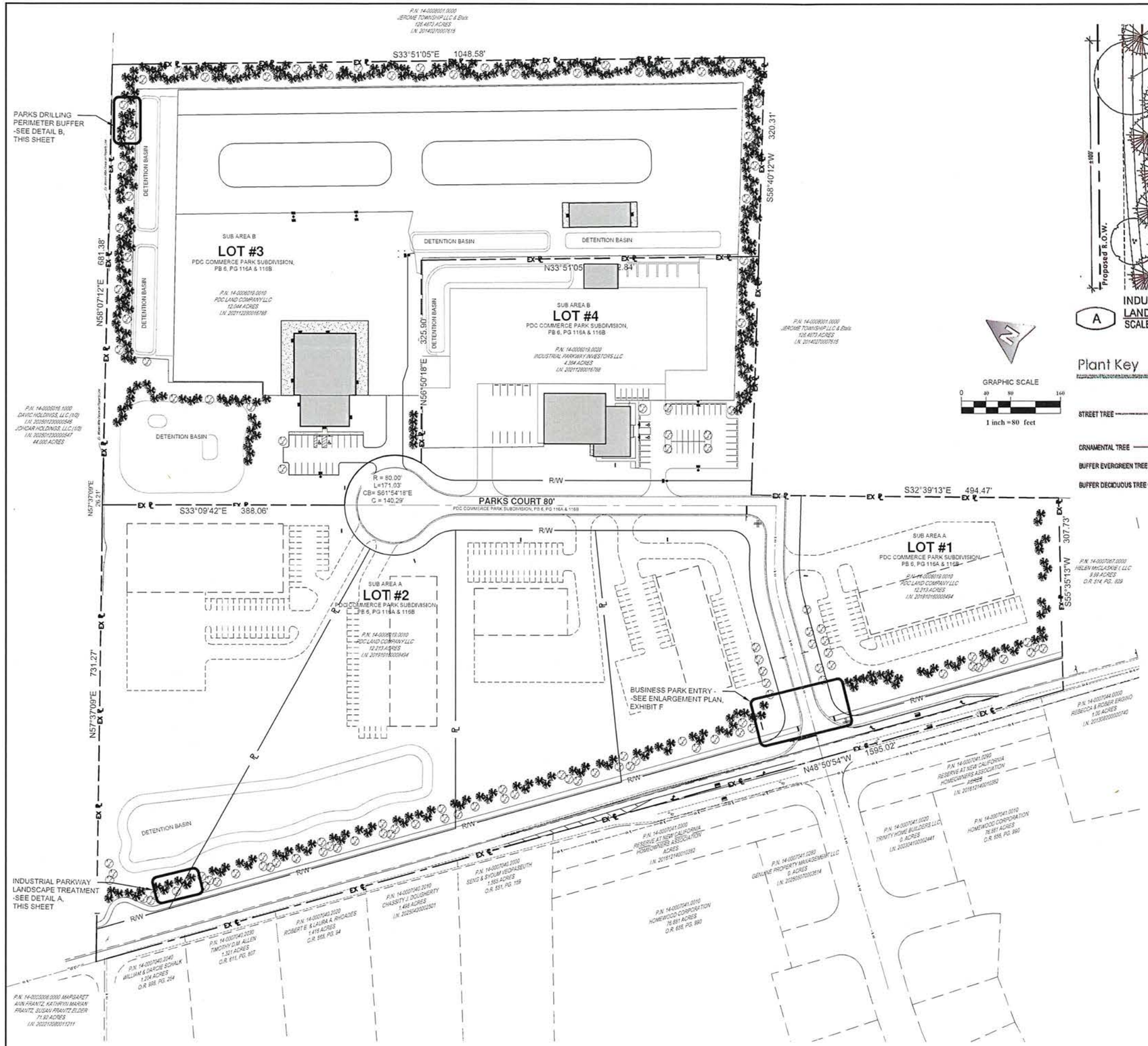
DRAWN BY: CAW

SHEET:

EXHIBIT D

PRELIMINARY UTILITY PLAN

JOB # 25086



NOTE:
THE INDIVIDUAL LAYOUT OF EACH LOT SHOWN HERE IS PROVIDED TO ILLUSTRATE THE INTENT OF THE DEVELOPMENT AND IS CONCEPTUAL IN NATURE. FINAL LAYOUT OF BUILDINGS, PARKING, STORMWATER, AND LANDSCAPING WILL VARY BASED UPON FINAL BUYER OF EACH LOT AND FINAL ENGINEERING. EACH INDIVIDUAL LOT DEVELOPER SHALL BE REQUIRED TO SUBMIT A FINAL DEVELOPMENT PLAN FOR REVIEW AND APPROVAL OF THE TOWNSHIP TO INCLUDE SITE PLANS, LANDSCAPING, AND ARCHITECTURE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ZONING AND SECTION 500 OF THE JEROME TOWNSHIP ZONING RESOLUTION

CONCEPTUAL PLANT LIST

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES					
AC WB	Acer saccharum 'Wright Brothers' Wright Brothers Sugar Maple	2" CAL.	B&B	AS SHOWN	Match Form
CE XM	Celtis x'Magnifica' Magnifica Hackberry	2" CAL.	B&B	AS SHOWN	Match Form
CL KE	Cladrastis kentuckea American Yellowwood	2" CAL.	B&B	AS SHOWN	Match Form
GI PR	Gingko biloba 'Princeton Sentry' Princeton Sentry Ginkgo	2" CAL.	B&B	AS SHOWN	Match Form
LI MO	Liquidambar styraciflua 'Moraine' Moraine Sweetgum	2" CAL.	B&B	AS SHOWN	Match Form
NY SY	Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2" CAL.	B&B	AS SHOWN	Match Form
PL AC	Platanus x acerifolia 'Bloodgood' Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	Match Form
QU RU	Quercus rubra Red Oak	2" CAL.	B&B	AS SHOWN	Match Form
QU BI	Quercus bicolor Swamp White Oak	2" CAL.	B&B	AS SHOWN	Match Form
TA DI	Taxodium distichum Baldcypress	2" CAL.	B&B	AS SHOWN	Match Form
UL AC	Ulmus x 'Morton' Accolade Elm	2" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES					
AM GR	Amelanchier x 'Autumn Brilliance' Autumn Brilliance Serviceberry	2" CAL.	B&B	AS SHOWN	Match Form
CA NF	Carpinus caroliniana 'JFS-KWS' Native Flame® American Hornbeam	2" CAL.	B&B	AS SHOWN	Match Form
CE CA	Cercis canadensis Eastern Redbud	2" CAL.	B&B	AS SHOWN	Match Form
CR WK	Crataegus viridus 'Winter King' Winter King Hawthorn	2" CAL.	B&B	AS SHOWN	Match Form
MA SN	Malus 'Snowdrift' Snowdrift crabapple	2" CAL.	B&B	AS SHOWN	Match Form
EVERGREEN TREES					
AB CO	Abies Concolor White Fir	6' HT.	B&B	PER PLAN	
PI AB	Picea abies Norway Spruce	6' HT.	B&B	PER PLAN	
PI GL	Picea glauca White Spruce	6' HT.	B&B	PER PLAN	
PI DE	Picea glauca 'densata' Black Hills Spruce	6' HT.	B&B	PER PLAN	
PI OM	Picea omorika Serbian Spruce	6' HT.	B&B	PER PLAN	
PI ST	Pinus strobus White Pine	6' HT.	B&B	PER PLAN	

PREPARED BY:
GUIDER WINKLE PARTNERS
SURVEYING & ENGINEERING
10541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
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P. (740) 666-8902

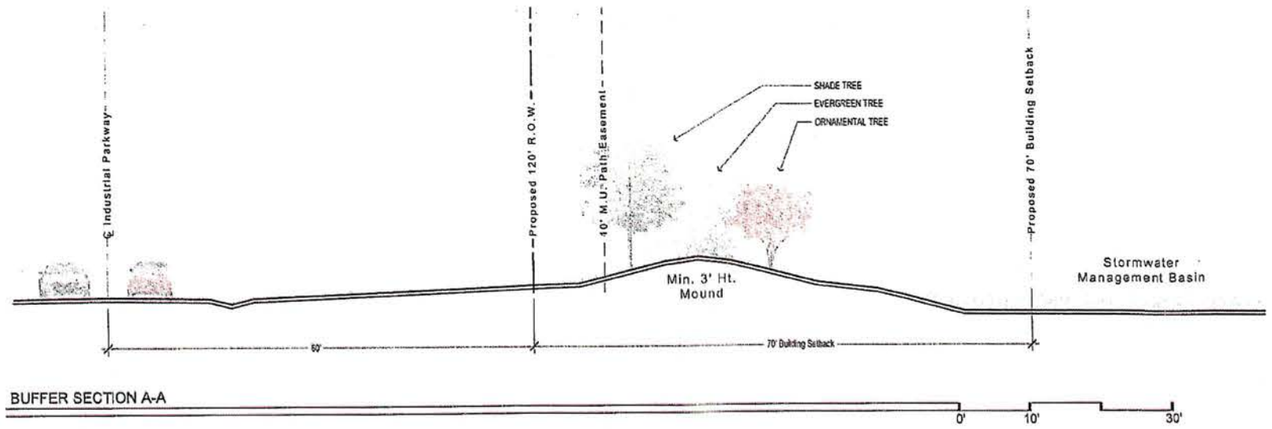
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REVISIONS

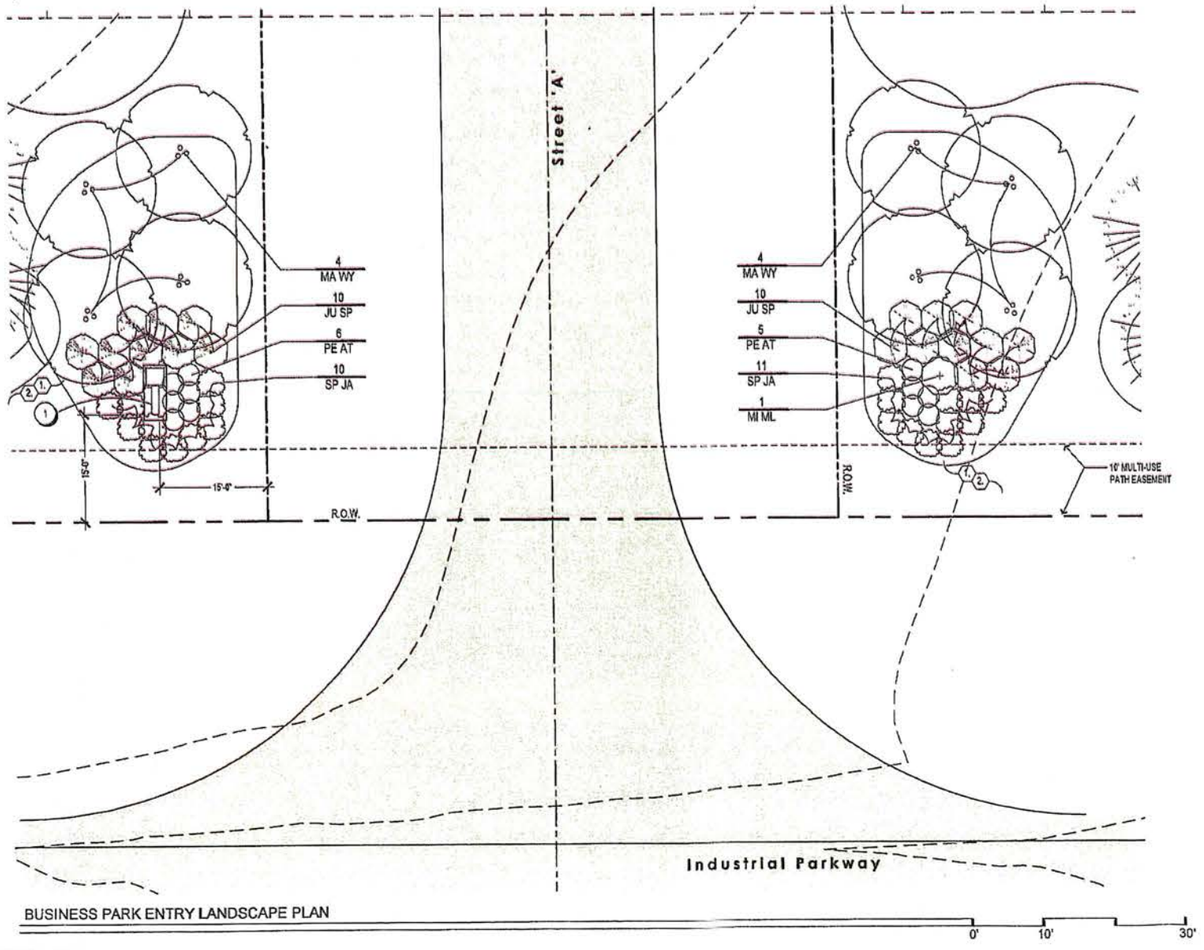
NO.	DATE	DESCRIPTION

SHEET NAME:
PDC COMMERCE PARK
PLANNED DEVELOPMENT DISTRICT
10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

DATE: 10/21/2025
DRAWN BY: CAW
SHEET:
EXHIBIT E
PRELIMINARY LANDSCAPE PLAN
JOB # 25086



BUFFER SECTION A-A



BUSINESS PARK ENTRY LANDSCAPE PLAN

PLANT LIST (Contractor is responsible for verifying quantities and providing all plant material shown on plan)

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
SMALL / ORNAMENTAL TREES					
MA WY	Malus 'Donald Wyman' Donald Wyman Crabapple	2" CAL.	B&B	AS SHOWN	Match Form
FLOWERING / DECIDUOUS SHRUBS					
SP JA	Spirea japonica 'Goldmound' Goldmound Spirea	24" HT.	#3 Cont.	Plant @ 24" O.C.	
EVERGREEN SHRUBS					
JU SG	Juniperus chinensis 'Sea Green' Sea Green Juniper	30" HT.	#5 Cont.	Plant @ 4.5' O.C.	
GRASSES, PERENNIALS, GROUNDCOVERS, & VINES					
MI ML	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	-	#3 Cont.	Per Plan	
PE AT	Perovskia atriplicifolia Russian Sage	-	#2 Cont.	Plant @ 30" O.C.	

PLANT LABEL KEY: 1 / XX XX (QUANTITY / CODE)

CODED LANDSCAPE NOTES

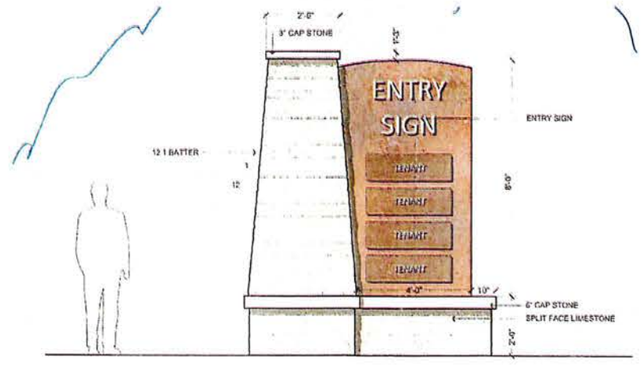
1. TURF
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

NOTE: FIELD VERIFY LOCATION AND DEPTHS OF ALL UTILITIES. HAND EXCAVATE ALL PLANTING PITS.

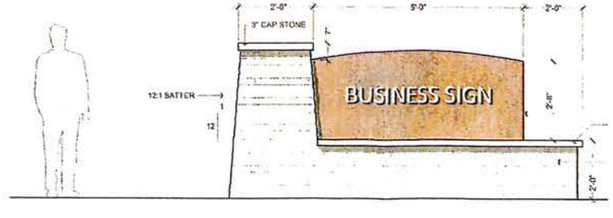
ADDITIONAL PLANTING NOTES
1. ALL GROUNDCOVERS AND PERENNIALS TO BE PLANTED DURING THE SPRING PLANTING WINDOW. FALL GROUNDCOVER AND PERENNIAL PLANTINGS WILL NOT BE ACCEPTED. COORDINATE PLANTING TIMES WITH OWNERS REPRESENTATIVE TO INCREASE SUCCESS OF GROUNDCOVER AND PERENNIAL PLANTINGS

CODED LAYOUT & MATERIALS NOTES

KEY	ITEM	REFERENCE	NOTES
1	BUSINESS PARK ENTRY SIGN	A / EX. F	SEE DETAIL A, THIS SHEET FINAL LOCATION AND TEXT SUBJECT TO CHANGE
2	INDIVIDUAL MONUMENT SIGN	B / EX. F	SEE DETAIL B, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE



A BUSINESS PARK ENTRY SIGN
SCALE: 1/2" = 1'-0"



B INDIVIDUAL MONUMENT SIGNS
SCALE: 1/2" = 1'-0"

PREPARED BY:
GUIDER WINKLE PARTNERS
SURVEYING & ENGINEERING
19541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 808-8262

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REVISIONS

NO.	DATE	DESCRIPTION

SHEET NAME: **PDC COMMERCE PARK**
PLANNED DEVELOPMENT DISTRICT
10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

DATE: 10/21/2025
DRAWN BY: CAW
SHEET: **EXHIBIT F LANDSCAPE DETAILS**
JOB #: 25086

C:\USERS\CHRISIONEDRIVE - GUIDER WINKLE SURVEYING\GWP\PROJECTS\25086-200 10560 PARKS CT JEROME TWP - ENG\03-CIVIL\01-DESIGN\25086 PARK.DWG - 10/22/2025 11:19 AM

PREPARED BY:

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SURVEYING & ENGINEERING
19541 DELAWARE COUNTY LINE ROAD
MARYSVILLE, OH 43040
WWW.GUIDERWINKLE.COM
P: (740) 965-9902

PROFESSIONAL STAMP:

REVISIONS

NO.	DATE	DESCRIPTION

SHEET NAME:

PDC COMMERCE PARK

PLANNED DEVELOPMENT DISTRICT

10560 PARKS COURT, PLAIN CITY, OH 43064
JEROME TOWNSHIP, UNION COUNTY, OH

DATE: 10/21/2025

DRAWN BY: CAW

SHEET:

EXHIBIT G

ARCHITECTURAL EXAMPLES

JOB # 25086

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Chapter 500 – Planned Development District (PD)

500.001 Planned Development District (PD) Generally

The Planned Development District (PD) is established under the provisions of Ohio Revised Code 519.021(B) to promote the general public welfare, encourage the efficient use of land and resources, promote greater efficiency in providing public and utility services, and encourage innovation in planning and building of all types of development in accordance with the Comprehensive Plan. The regulations set forth herein are based on the premise that the ultimate quality of a built environment or development proposal is determined not only by the general classification of land uses, but also by the specific way in which such land uses are executed. In many cases, the subdivision regulations and standard zoning district classifications do not adequately regulate the design of buildings, the mix of uses, and the general character of development that are desirable in the Township. In accordance with the Comprehensive Plan and the above statements it is the intent of the Planned Development District to promote development that:

1. Provides an opportunity for a mix of open space and other uses not otherwise permitted within the standard zoning district classifications; and
2. Allows the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protects the community's natural resources by avoiding development on, and destruction of, sensitive environmental areas; and
3. Enables more extensive review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development; and
4. Assures compatibility between proposed land uses within and around the PD through appropriate development controls; and
5. Enhances the economy of the Township by making available a variety of employment opportunities and providers of goods and services; and
6. Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are imaginative in architectural design and are consistent with applicable plans for the area and are compatible with adjacent and nearby land uses. (Amnd. 10-20-2020)

500.01 Residential Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to residential development are applicable:

1. A clustered neighborhood design is encouraged with a gross density which is in keeping with the Comprehensive Plan and the physical development potential of the area.
2. The utilization of conservation design principles and preservation of a substantial amount of permanent open space is encouraged, integrated into the development and providing for a pedestrian friendly environment.
3. In larger developments, a variety of different lot areas and architectural styles are encouraged to create an integrated and imaginative residential environment.
4. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur.
5. In areas identified on the comprehensive plan as "Higher Density Residential" it may be appropriate to consider single family or multi-family development at densities higher than those appropriate in other areas of the Township and where the Planned Development District will allow more creative site planning to accommodate these densities and provide

appropriate transitions between adjacent higher intensity uses and lower intensity uses. (Amnd. 10-20-2020, 12-6-2022)

500.02 Commercial and Office Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to commercial and office development are applicable:

1. Commercial and office development shall be properly managed and the development standards of the PD District clearly specified so that Township officials completely understand the design and impact of a development proposal.
2. A flexible and creative approach to commercial development is encouraged. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development.
3. A pedestrian friendly environment is encouraged, interconnecting with adjacent neighborhoods.
4. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur. (Amnd. 12-6-2022)

500.03 Industrial Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to industrial development are applicable:

1. The clustering of industrial uses is encouraged, along with flexibility and creativity in site design, in order to ensure that development is sensitive to and compatible with the Township's rural environment.
2. Industrial development shall be properly managed and the development standards of the PD District clearly specified so that Township officials completely understand the design and impact of a development proposal.
3. Master planning of an extended area is encouraged, which ensures a stable, unified industrial development having all necessary services and facilities.
4. A unified design is encouraged which allows for greater design flexibility and better integration into the Township's rural environment. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development. (Amnd. 12-6-2022)

500.04 General Provisions

1. Preliminary Development Plan and Detailed Development Plan

For purposes of this Chapter, plans including all supporting documentation adopted by the Township at the time of amendment of the Official Zoning Map to Planned Development District shall be referred to as the "preliminary development plan," and plans including all supporting documentation approved subsequent to such amendment but prior to the initiation of any development activities are referred to as the "detailed development plan."

2. Effect of PD District Approval

Each PD District is considered a separate and unique zoning district wherein a preliminary development plan, including associated regulation text describing the allowable uses and specific development standards, is adopted simultaneously with the application requesting amendment of the Official Zoning Map to apply the PD District designation. The preliminary development plan, as approved by the Township and as provided under Ohio Revised Code

Section 519.021(B), shall constitute the zoning regulations for and shall apply only to the property included within that particular PD District. Whenever there is a conflict or difference between the provisions of this Chapter and those of other provisions of this Zoning Resolution, the provisions of this Chapter shall prevail for the development of land within the PD District. Subjects not expressly covered by this Chapter or the applicable preliminary development plan shall be governed by the respective provisions found elsewhere in this Zoning Resolution that are most similar to the proposed use.

3. Subareas
Depending upon the size and complexity of the proposed development, different subareas may be established within a PD District. Each subarea may, if requested, be treated as a separate district with individual standards. However, only one preliminary development plan approval shall be issued for the entire development. For each subarea, the applicant shall indicate gross density, dwelling type, minimum development standards, and all other uses by type, size and location, and such information shall be reflected within the conceptual site plan, regulation text, or other appropriate documents contained in the preliminary development plan.

4. Type of Action
The action of the Board of Township Trustees approving an amendment of the Official Zoning Map to Planned Development District pursuant to this Chapter and Chapter 230 of the Zoning Resolution shall be considered a legislative act, and subject to a referendum. After property has been rezoned to the PD District, any action related to the subsequent use or development of such property, as being in compliance with the regulations authorized to be established by this Chapter including any action taken on a detailed development plan, shall not be considered to be an amendment to the Zoning Resolution for the purpose of Section 519.12 of the Ohio Revised Code, but may be appealed pursuant to Chapter 2506 of the Ohio Revised Code.

5. Zoning Amendment
A change to an adopted preliminary development plan shall be considered to be a zoning amendment and shall be processed and reviewed according to the procedures set forth in Section 519.12 of the Ohio Revised Code and Chapter 230 of this Zoning Resolution. Whenever a preliminary development plan contains multiple subareas, an application for zoning amendment may be filed applicable to one or more subareas provided that the requested change will have no effect on the remaining subareas.

6. Detailed Development Plan
An application for approval of a detailed development plan shall be required to be submitted to the Township for approval prior to the initiation of construction and development in each phase or subarea of a PD District. Such detailed development plan shall be in substantial compliance with and consistent with the approved preliminary development plan for that PD District or any subarea thereof with respect to land uses, densities, architectural and landscape standards, and open space. Minor deviations from the approved preliminary development may be considered for approval during the detailed development plan review process by the Zoning Commission without requiring an applicant file for an amendment to the preliminary development plan as noted on Subsection 5 above. Deviations that may be considered minor, but do not limit the Commission's discretion in such matters, include:

a) Adjustments to the layout or alignment of new roads or to the site layout that does not affect number of buildable lots, density, setbacks, or open space and does not increase access points to existing public roadways unless required by the County Engineer.

b) Increases in residential lot areas or reductions in residential density provided such changes do not reduce the required setbacks, decrease the required open space, or change the required architectural or development standards.

500.05 Previously Approved Planned Developments

Chapter 500 of the Zoning Resolution was amended on and the amendment in effect from and after April 20, 2015. Previously approved Planned Developments and all associated preliminary development plans, detailed development plans and supporting documentation adopted and in effect prior to April 20, 2015 shall continue in effect and be considered legally conforming under this Zoning Resolution. These previously approved Planned Development Districts shall continue to be governed pursuant to the regulations contained within any previously approved zoning plans, preliminary development plans, detailed development plans, and supporting documents. The regulations contained within any previously approved zoning plans, preliminary development plans, detailed development plans, and supporting documents may be modified in accordance with this Chapter, as amended. (Amnd. 10-20-2020, 6-15-2021, 12-6-2022)

500.06 General Standards for Planned Developments

In order to achieve the purpose and intent of the Planned Development District and the Comprehensive Plan, the following general standards are hereby established for all Planned Developments within the Township.

1. **Uses**

   Within the Planned Development District a creative mix of uses is encouraged provided it will establish an efficient and sustainable use of the land and infrastructure, and result in a well-integrated, pedestrian friendly development. Single use PD's may also be established by the applicant to encourage development that is more responsive to the land and environment than may be permitted through a standard zoning district. The following standards are established for uses in the PD District:

   a) Permitted Uses – Permitted uses within each PD District shall be clearly identified in the regulation text contained in the preliminary development plan submitted with the application for amendment the Official Zoning Map to Planned Development District. Any use not specified as a permitted or conditional use in the approved preliminary development plan shall be prohibited.

2. **Densities**

   Densities within a PD District should be in conformance with the recommendations of the Comprehensive Plan and shall promote the efficient use of land and infrastructure. Proposed densities shall be clearly identified in the preliminary development plan submitted with the application for amendment of the Official Zoning Map to Planned Development District.

3. **Setbacks and Yard Areas**

   All proposed required setbacks and yard areas within a PD District shall be identified in the preliminary development plan submitted with the application for amendment of the Official Zoning Map to Planned Development District. Setbacks and yard areas within PD developments shall be established to meet the following requirements:

   a) Setbacks within a PD District shall support the goals of the Comprehensive Plan for development that respects the rural character of the Township while promoting efficient use of the land and its resources.

   b) Setbacks shall be configured to appropriately balance open space and provide safe

separation between buildings and uses.

c) When a commercial or industrial use is proposed to be located adjacent to residential uses, perimeter setbacks and/or appropriate screening from the adjacent tract should be established within the PD District.

d) To maintain the rural character of the Township, the setbacks from existing public roads should be larger than those established for new public roads established within the PD District.

e) To the greatest extent possible new residential developments should be designed to minimize the number of homes where the rear lot lines or rear of the proposed dwellings front to existing and proposed roads. Where such conditions are to exist along existing public roads a minimum setback of 50' between the right-of-way of the public road and the rear lot lines, and a minimum of 80' between the right-of-way of the public road and the rear yard setback line of the lot. An increased landscape buffer shall be established for the entire length of road affected.

4. Public Improvements

A PD District should be developed at a minimum with the following improvements meeting the design standards of the County Engineer:

a) Public roads shall be designed and constructed to the standards established by the County Engineer's Office.

b) Means for safe pedestrian and bicycle access and circulation shall be provided. Pedestrian paths should be integrated into open space where applicable or allowed, with ownership and maintenance dedicated to the entity holding title to the open space.

c) Storm water management facilities shall be provided as required by the County Engineer and State of Ohio.

5. Access

The preliminary development plan should require direct access, not through easement, to one or more dedicated and improved public roads. Provisions for future connections to other public roads or adjacent land shall be required if recommended by the Township, County Engineer or Regional Planning Commission.

6. Buildings

To promote the purpose and intent of the Planned Development District and the goals of the Comprehensive Plan, all applications for amendment of the Official Zoning Map to PD District shall detail the proposed design and development standards for all residential and non-residential buildings within the PD District. The following standards apply to all residential and non-residential buildings within a PD District.

a) The physical relationship of buildings and other site improvements to one another and the surrounding area, as created by building mass, floor area, height, shape, location on the site, and setback, shall result in a harmonious development both within the PD District and in relation to its surroundings.

b) The bulk and height of buildings within the proposed development shall be compatible with the surrounding area.

c) Buildings, structures, and parking areas shall be designed and located in such a way to conserve environmentally sensitive or unique natural, historic or cultural features.

d) The preliminary development plan shall specify for all buildings and residences, at a minimum, the proposed exterior materials, floor area, height, roof shape and pitch.

7. Lighting

If applicable, a preliminary development plan shall include the type and description of all proposed street and parking lot lighting. Street lighting shall conform to the standards of the Union County Engineer and all lighting within the proposed PD District shall conform to the following:

a) The lighting plan contained within the preliminary development plan shall specify the proposed pole and luminary design, maximum height, lighting source, wattage, shielding and any other information necessary to evaluate the lighting as proposed.

b) The lighting plan be designed to promote an overall cohesiveness in the development of the plan and to minimize the amount of light pollution affecting the neighboring properties and the rural character of the township.

c) Where no other regulations are provided within a preliminary development plan, the provisions of Chapter 630 of this Resolution shall govern exterior lighting.

8. Signage

All preliminary development plans shall include a signage plan and or standards for all uses and subareas within the PD District. Signage design and standards shall ensure a constant and comprehensive character throughout the project and compatible with the character of the Township and shall meet the following:

a) All signs and graphics within the PD District shall be compatible in size, location, material, height, shape, color, and illumination.

b) A detailed sign plan and standards shall be including within a preliminary development plan and shall include the design, layout and dimensions of all proposed ground, window and wall signs as well as the setbacks from the rights-of-way and the type and intensity of illumination.

c) Signs shall contribute to an overall cohesive design, reflect simplicity, reduce visual clutter and compliment the rural character of the Township.

d) Wall signs shall be controlled and designed in a manner to compliment the architecture of any proposed buildings. Ground signs shall be designed to relate to and share common elements with the proposed architecture.

9. Parking and Loading Areas

Parking and access requirements and standards shall be as defined in the preliminary development plan and shall meet the requirements of the Union County Engineer, the applicable fire regulations, and the following standards:

a) Off-street parking and loading shall be provided for all non-residential buildings with adequate provisions for ingress and egress.

b) Parking areas shall be designed to discourage large single expanses of parking and shall encourage smaller defined parking areas within the total parking system. Such parking areas shall be delineated and accentuated by landscaped areas.

c) The layout of parking areas, service areas and related entrances, exits, signs, lighting, noise sources or other potentially adverse influences shall be designed and located to protect the character of the area as well as those areas adjacent to the PD District.

d) To minimize the environmental impacts of large parking areas shared parking between uses shall be encouraged and supported within the PD District. Where shared parking is desired the applicant shall submit a statement identifying how the parking is to be shared between the uses, and the percentage of parking and hours of parking allocated for each use.

e) All service and delivery and loading areas for all uses shall be arranged and located to minimize the impacts and view of such uses throughout the development.

10. Landscaping

All preliminary development plans shall include a detailed landscape plan and standards for all areas, sub-areas, open spaces and uses with the proposed development. The following standards shall apply:

a) All yards and open space not covered by structure, paving and the like shall be landscaped with lawn as a minimum.

b) All vacant and undeveloped areas shall be kept seeded and maintained in such a manner as to prevent erosion of the property and excess drainage on adjacent land.

c) Landscaping shall be designed to enhance architectural features, screen incompatible uses, emphasize pedestrian environments, provide shade for streets and parking lots and strengthen views and vistas.

d) The landscape plan shall be designed to preserve and capitalize on the existing natural characteristics of the site and to promote overall unity in design.

e) Landscape design and the specification and use of trees and plant materials shall discourage monoculture. For the purpose of this Section monoculture is defined as the dominance or overabundance of any one species that may expose the development to a substantial loss of plant material should said plant material be affected by pest or disease (ex. Emerald Ash Borer)

f) Plant material specified in the landscape plan shall be indigenous and hearty to the area and shall be harmonious to the design and consistent with adjacent land uses.

g) Street tree species native to the area shall be provided by the developer for all existing and proposed public streets and placed outside the public right-of-way in a maintenance easement. Size, shape, type and location of street trees shall be specified in the preliminary development plan.

h) Landscape buffers between lots and the public road serving the PD District and buffers between lots and adjacent land should be placed in landscape easements or in dedicated open space areas.

11. Flood Plains and Environmentally Sensitive Areas

Floodplains within a PD District shall be protected from building or pavement encroachment through the following standards:

a) A riparian buffer, having a width of not less than 50' as measured from the centerline of the stream, shall be provided along the entire length and on both sides of a river or perennial stream channel.

b) Buffer areas shall be restricted from development and managed to promote the growth of vegetation indigenous to the stream area capable of maintaining the structural integrity of the stream bank.

c) A wetlands buffer should be provided for all wetlands required to be retained by the Army Corps of Engineers or the Ohio EPA. The buffer area should have a width of not less than 25' measured from the edge of the designated wetland. The buffer areas should not be disturbed other than necessary to establish and natural landscape and existing trees should be preserved and protected to the extent practicable.

12. Open Space

A PD District should have an open space component which is compatible with the size, nature and design of the development. A recommended minimum of 20 percent of the gross land area of a PD District containing a residential component, except as outlined in Section 500.07(4), should be set aside as open space for common use, preferably interconnected with other similar spaces within this or adjacent developments. For a PD District without a residential component, a minimum of 10 percent open space set aside is recommended. Open space shall be prohibited from further subdivision or development by deed restriction, conservation easement or other agreement, in a form satisfactory to the Township. This restriction from further subdivision or development shall also be noted in the preliminary development plan and the recorded plat.

a) Design Standards – The following design standards for open space should be followed:

(i) Open space shall be fully integrated into the overall design and should, absent unique and special circumstances, meet all standards and guidelines contained herein. The types of uses, buildings and structures proposed to be permitted in the open space shall be specified in the preliminary development plan.

(ii) Within a PD District, public uses may be proposed for natural areas and preserves, parks and other active recreational areas, and public facilities such as public schools, libraries and community centers may likewise be proposed. Access to all public uses shall be specified.

(iii) In identifying the location of open space, the developer shall consider as priorities existing natural features such as natural woodlands, wetlands, identified species habitat, tree lines, stream and creek corridors, and FEMA designated 100-year floodplains.

(iv) Retention ponds (wet basins) may be permitted in an open space reserve provided such ponds are designed and maintained as natural features that blend into the landscape. A landscape design for each retention pond shall be submitted with the preliminary development plan. Detention ponds (dry basins) should ordinarily not be permitted in the designated open space unless a part of a bioswale corridor.

(v) Except for bike paths and pedestrians trails, open space should be unified and massed so that no open space is narrower in any direction than the development's average lot width. Open space should be platted as an open space reserve, including appropriate conservation easements.

(vi) Open space should, when practicable, be interconnected with open space areas on adjacent parcels.

(vii) In order to encourage the creation of large areas of contiguous open space, areas that should not be considered as open space include:

1. Private road and public road rights-of-way;
2. Parking areas, access ways, and driveways;
3. Required setbacks between buildings, parking areas, and project boundaries;
4. Required setbacks between buildings and streets;
5. Easements for overhead power transmission lines unless containing bike paths as part of an overall coordinated trail network;
6. Minimum spacing between buildings, and between buildings and parking areas;
7. Private yards;

8. Areas of fee simple lots to be conveyed for residential dwelling uses;
9. Other small fragmented or isolated open space areas that have a dimension less than 75 feet in any direction. (Excessive gaps and non-usable spaces between buildings are discouraged, or pedestrian walkways should be established.)

(viii) Any open space intended to be devoted to active recreational activities should be of usable size and shape for the intended purposes.

(ix) Any area within the open space that is proposed to be disturbed during construction or otherwise not preserved in its natural state, other than required setback areas, should be noted on the preliminary development plan and the method and timing of any restoration shall be set forth.

(x) The open space, including any recreational structures and public facilities proposed to be constructed in such space, shall be clearly shown on the preliminary development plan.

b) Open Space Ownership – Open space may be proposed to be owned by an association, the Township or other governmental entity, a land trust or other conservation organization recognized by the Township, or by a similar entity, or may remain in private ownership if appropriately restricted. The ownership of the open space shall be specified in the preliminary development plan and shall be subject to the approval of the Township. The methods of ownership, if approved as part of the preliminary development plan, may be as follows:

(i) Offer of Dedication – The Board of Township Trustees or other governmental agency may, but shall not be required to, accept conveyance in the form of fee simple ownership of the open space.

(ii) Associations – Open space may be held by the individual members of a condominium association as tenants-in-common or may be held in common ownership by a homeowners' association, community association, or other similar legal entity. Documents shall be submitted with the preliminary development plan which will ensure compliance with the following requirements:

1) Membership in the association shall be mandatory for all purchasers of lots in the development or units in the condominium.

2) The association shall be capable of and responsible for maintenance, control, and insurance of common areas, including the open space.

3) The association shall have the right and obligation to impose assessments upon its members, enforceable by liens, in order to ensure that it will have sufficient financial resources to provide for proper care and maintenance of the open space.

(iii) Transfer of Easements to a Public Agency or Private Conservation Organization – With the approval of the Board of Township Trustees, an owner may transfer interest in conservation easements to a public agency or private non-profit organization, among whose purposes it is to conserve open space or natural resources, provided that:

1) The organization is acceptable to the Board of Township Trustees, and is public agency or a bona fide conservation organization that exists in perpetuity;

2) The conveyance contains appropriate provisions for the interests to be conveyed to another acceptable public agency or organization, or to revert to an association as provided herein in the event that organization becomes unwilling or unable to continue carrying out its function; and

3) A maintenance agreement approved by the Board of Township Trustees is entered into by the developer and the organization.

c) Open Space Management and Maintenance – The owner of the open space shall be responsible for raising all monies required for operations, maintenance, or physical improvements to the open space through annual dues, special assessments, and valid and enforceable collection methods. The owner shall be authorized, under appropriate restrictions and covenants, to place liens on the property of residents within the PD District or any subarea thereof, who fall delinquent in payment of such dues and assessments. In the event that the organization established to own, operate and maintain the open space shall at any time after the establishment of the PD District fail to maintain the open space in reasonable order and condition in accordance with the approved detailed development plans, such failure shall constitute a violation of this Zoning Resolution.

d) Transfer of Title of Open Space – Title to any open space required within a PD District which is included within any recorded subdivision plat of any section of the land zoned PD District shall be transferred to the entity approved for ownership of the open space prior to the sale of more than 75% of the lots or units within that subdivision section. (Amnd. 10-20-2020, 12-6-2022)

500.07 Use-Specific Development Standards

In addition to the general development standards for Planned Development District provided for in this Chapter, the following use specific development standards are hereby established to further fulfill the purpose and intent of the PD District through the application of flexible land development techniques in the arrangement, design and construction of structures and their intended uses and the integration of open space within the development. These standards, as well as applicable plans for the area, are intended as general standards as circumstances dictate. The development standards filed and approved as part of the preliminary development plan shall establish the final requirements. The development policies include the following:

1. Low and Medium Density Residential Land Use

Future development of clustered subdivisions is anticipated to occur in those areas with central water and sewer systems shall be managed to protect the area's unique quality of life and semi-rural character. The density of these developments will be based upon several factors, including, without limitation, the availability of central water and sewer systems, the recommendations of the Comprehensive Plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. The following shall apply when calculating residential density within a PD District:

a) Calculating Residential Density – While the densities of individual residential areas may vary within a large PD District, the calculation of density for the entire PD District shall be based upon the gross density proposed of total area devoted exclusively to residential use, including open space. Where open space is included within the calculation for residential density, such open space shall permanently remain as open space within the PD District unless specifically included in another duly approved zoning amendment in accordance with the provisions of this Resolution.

b) Additional Density Considerations – Additional density for residential developments to be serviced by centralized water and sewer systems may be permitted in certain unique and special instances such as those where: the open space set-aside far exceeds the minimum recommended ; additional and substantial site amenities are

provided; the development incorporates rural design elements that help preserve and retain the rural character of the area into the overall design of the site and maintains compatibility with the surrounding or planned land uses; the design of the development preserves, protects and enhances the natural and historic resources located on the site; and storm water and other environmental impacts are minimized and mitigated and natural features are enhanced.

c) Lower Density Considerations – In addition to the consideration for additional density as mentioned above, lower densities may be required for a residential development in certain unique and special instances such as those where: a large portion of the site is undevelopable due to its physical features such as existing bodies of water, steep slopes and similar characteristics, and where proposed residential development is not compatible with adjacent residential development patterns. (Amnd. 9-5-2023)

2. Higher Density Residential Land Use

Future development of higher density land uses is expected to occur in areas so designated in the Comprehensive Plan as being suitable for such uses. These areas provide an opportunity to serve differing housing needs within the community and establish an effective transition between more intense commercial and office land uses, and lower density residential uses. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized sewers and water system, the recommendations of the Comprehensive Plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. In addition, increases in the density of dwellings units may be supportable when mitigated by increased architectural standards, increased landscaping standards, and/or site design that contributes to the desirability of the community. (Amnd. 2-18-2025)

3. Agriculture and Rural Residential Land Use

It is anticipated that portions of the Township will remain principally agricultural in nature, especially in those areas where centralized sewers and water systems are not anticipated to be provided. Development standards within these areas should encourage a development pattern that minimizes impacts and intrusions to agriculture, such as clustering dwellings on new streets and not along the frontages of existing roads, and designating agricultural-exclusive areas. (Amnd. 2-18-2025)

4. Residential Conservation Development

Within the Comprehensive Plan there exists recommendations for residential development in certain areas that adheres to conservation development principles. These principles promote more compact development patterns in exchange for the preservation of important existing environmental and natural features and/or the conservation of significant amounts of open space. These types of developments reduce infrastructure costs for the developer, help to maintain a more open, rural character for the Township, promote a more efficient use of land, and provide a mechanism to preserve important natural features and incorporate them into site development. Land developed with conversation development principles shall adhere to the following standards:

a) Uses – PD Districts designed using conservation development principles may be permitted to contain a mix of uses provided that all proposed uses are identified in the preliminary development plan and application as specified in Section 500.08.

b) Density – The overall residential density of a PD District designed using conversation development principles should conform to the recommendations and intent of the Comprehensive Plan and shall be identified in the preliminary development plan and application per Section 500.08.

c) Lot Size – Lot sizes shall be as established by the approved preliminary development plan and shall be based on the recommendations contained in the Comprehensive Plan. All lots less than two acres in area shall be served by central sewers and water systems. Lots with an area of 2 acres or more may be served by on-site sewer and water systems subject to the approval of the Union County Health Department.
d) Dedicated Open Space – All PD Districts designed using conversation development principles shall comply with the following minimum requirements regarding open space:
   (i) The minimum amount of open space to be provided is recommended to be 40% of the gross area of the property being included in the PD District, or such other amount as may be determined necessary based on the characteristics of the site and consistent with the purposes of this Chapter
   (ii) All PD Districts designed using conservation development principles shall strive to utilize open space to preserve natural features including but not limited to floodplains, waterways, stream buffers, steep slopes, woodlands, wetlands and natural habitats or shall be designed to preserve significant amounts of agricultural lands.
   (iii) Open space shall meet all other requirements of Section 500.06(12). (Amnd. 2-18-2025)

5. Commercial and Office Land Use

Commercial and office development should be clustered in areas serviced by centralized utilities and adequate roadway systems. The density of general commercial development should not exceed 10,000 square feet per acre, absent special circumstances. This density calculation will ordinarily be based upon the total square footage proposed for the entire area devoted exclusively to commercial and office development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. In addition a higher density may be approved to accommodate mixed use projects and other innovative and sustainable planning features. Design standards should be incorporated into the preliminary development plan which will improve the aesthetic quality of this type of development.

6. Industrial Land Use

Light industry, research and development, and related office uses should be clustered in areas serviced by centralized utilities and adequate highway accessibility. Absent special circumstances, density should not exceed 10,000 square feet per acre. This density calculation will ordinarily be based upon the total floor area proposed for the entire area devoted exclusively to industrial development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. The industrial areas should only develop in conjunction with centralized utilities. These areas should be master planned and well-coordinated, and not developed in a piecemeal (lot by lot) way. Access should be shared. Design standards should be incorporated into the preliminary development plan which will improve the aesthetic quality of this development type. In addition, all industrial uses developed under the PD District shall conform to the following standards:

a) Fire and Explosion Hazards – All activities, including storage, involving flammable or explosive materials shall include the provision of adequate safety devices against hazard of fire and explosion. All standards enforced by the Occupational Safety and Health Administration shall be adhered to. Burning of waste materials in open fire is prohibited, as enforced by the Ohio Environmental Protection Agency.

b) Air Pollution – No emission of air pollutants shall be permitted which violate the Clean Air Act of 1977 or later amendments as enforced by the Ohio Environmental Protection Agency.
c) Glare, Heat, and Exterior Light – Any operation producing intense light or heat, such as high temperature processing, combustion, welding, or other shall be performed within an enclosed building and not visible beyond any lot line bounding the property whereon the use is conducted.
d) Dust and Erosion – Dust or silt shall be minimized through landscaping or paving in such a manner as to prevent their transfer by wind or water to points off the lot in objectionable quantities.
e) Liquid or Solid Wastes – No discharge at any point into any public sewer, private sewage disposal system, or stream, or into the ground, of any materials of such nature or temperature as can contaminate any water supply or interfere with bacterial processes in sewage treatment, shall be permitted. The standards of the Ohio Environmental Protection Agency shall apply.
f) Vibrations and Noise – No uses shall be located and no equipment shall be installed in such a way as to produce intense, earth-shaking vibrations which are discernable without instruments at or beyond the property line of the subject premises. Noise standards of the Ohio Environmental Protection Agency shall be adhered to.
a) Odors – No use shall be operated so as to produce the continuous, frequent or repetitive emission of odors or odor causing substances in such concentrations as to be readily perceptible at any point at or beyond the lot line of the property on which the use is located. The applicable standards of the Ohio Environmental Protection Agency shall be adhered to. (Amnd. 10-20-2020, 12-6-2022)

500.08 Procedure for Amending to the PD District

In addition to the procedure set forth in Chapter 230 of this Resolution, all applications for amendments of the Official Zoning Map to PD District shall follow the procedures hereinafter set forth in Section 500.08, hereof.

1. Pre-application Meeting

The applicant is encouraged to engage in informal consultations with staff from the Township and the Union County subdivision authorities (e.g., Regional Planning Commission, County Engineer, Board of Health, etc.) prior to formal submission of an application for amendment of the Official Zoning Map to PD District. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure or formal approval required by Township or County regulations. Ohio's Open Meetings Law (Section 121.22 of the Revised Code) is required to be observed at pre-application meetings involving a quorum of members of the Zoning Commission.

2. Application

The owner(s) of any property may request that the property be rezoned by amending the Official Zoning Map to Planned Development District for that property by filing fifteen (15) copies of an application for such amendment with the Zoning Commission, which application shall contain:
a) Name, address and telephone number of the owner and applicant;
b) Name, address and telephone number of the urban planner, architect, landscape architect, surveyor and/or engineer assisting in the preparation of the application or preliminary development plan;
c) Legal description of the property and the address of the property;

d) Description of existing uses;
e) Present zoning district;
f) A vicinity map at a scale approved by the Zoning Commission showing the relationship of the proposed PD District to the adjacent properties, existing roads and public service facilities in the area;
g) A list of the names and addresses of the owner or owners of the property, the applicant, and all owners of property which are within, contiguous to and directly across the street from the subject property as such addresses appear on the County Auditor's current tax list; and
h) Any other matter or information deemed necessary or relevant by the Zoning Commission for the proposed amendment.

3. Proposed Preliminary Development Plan

In addition to the application required herein, fifteen (15) copies of the proposed preliminary development plan shall be submitted with the application. The proposed preliminary development plan shall be prepared and endorsed by a certified or licensed planner, architect, landscape architect, engineer and/or surveyor, with all mapping to be at a scale of at least 1" = 100', and shall include, in text and map form, the following:

a) A conceptual site plan of the proposed PD District, including any proposed subareas, any proposed buildings other than single-family dwellings or two-family dwellings, any functional use areas, circulation patterns, and their relationship.
b) Proposed densities, number of lots and dimension parameters, and building intensities.
c) Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
d) Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
e) Relation to existing and future land use in surrounding area.
f) Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
g) Proposed traffic and pedestrian circulation pattern, indicating both public and private streets and highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
h) An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.
i) Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.
j) A preliminary traffic study completed to the requirements of the Union County Engineer or correspondence from the County Engineer's Office or other relevant public agency that a traffic study is not required for the proposed development.
k) General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
l) Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
m) Projected schedule of site development.
n) Evidence that the applicant has sufficient control over the land to carry out the proposed development.

o) Regulation text for development in the proposed Planned Development District. That text shall set forth and define the uses to be permitted in the proposed Planned Development District and the development standards applicable to the proposed District. The regulation text is intended to guide all development of the property proposed to be designated as a Planned Development District by the application.

p) The regulation text provided for in subsection (o), above, shall cover all appropriate zoning regulations for the proposed PD District including, without limitation, the following:

(i) All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.

(ii) All maximum height and size requirements of buildings, mechanical areas and other structures.

(iii) All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.

(iv) All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.

(v) All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.

(vi) All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjacent areas.

(vii) All proposed signage and graphic standards, including height, setback, square footage, colors, corporate logos and type.

(viii) All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.

(ix) All exterior architectural design standards, including material, color and styles.

(x) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the preliminary development plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed preliminary development plan;

(xi) Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.

(xii) Accessory structure standards and limitations.

(xiii) Open space area, uses and structures, including proposed ownership and sample controlling instruments.

(xiv) Any other regulatory area or matter deemed necessary or relevant by the Zoning Commission.

(xv) The regulation text should contain the following provision: All development standards not specifically addressed by the regulation text shall be regulated by those general development standards set forth in the Zoning Resolution.

4. Basis of Approval

In determining whether or not to approve an application for amendment of the Official Zoning Map to Planned Development District, the reviewing authorities shall consider all relevant factors and circumstances including, without limitation, the following:

a) Whether the proposed development is consistent in all aspects with the purpose, policies, criteria, intent, and standards of this Zoning Resolution;

b) Whether the proposed development is in conformity with the applicable plans for the area or such portion thereof as may apply, or whether the benefits, improved arrangement and design of the development justify any deviation there from;
c) Whether the proposed development promotes the public health, safety and general welfare of the Township and the immediate vicinity;
d) Whether the proposed plan meets the design features contained in this Resolution;
e) Whether the proposed development is in keeping with the existing or planned land use character and physical development potential of the area;
f) Whether the proposed development will be compatible in use and appearance with surrounding or planned land uses;
g) Whether the development will have a beneficial or an adverse effect upon the Township and other governmental services;
h) Whether the area surrounding the development can be planned, zoned and developed in coordination and substantial compatibility with the proposed development;
i) Whether the existing and proposed utility and governmental services are adequate for the population densities and nonresidential uses proposed;
j) Whether the development promotes greater efficiency in providing public and utility services and encouraging innovation in the planning and building of all types of development;
k) Whether the development can be made accessible through existing or future roadways without creating unreasonable traffic congestion in the immediate vicinity of the proposed development or elsewhere in the Township;
l) Whether the development is located and designed in such a way as to minimize any unreasonable adverse impact on existing residential or agricultural areas of the Township; and
m) Whether the benefits, improved arrangement and design of the property to be developed justify rezoning the tract to the PD District.

5. Effect of Approval

a) The action of the Board of Township Trustees in approving an application for amendment to a PD District and a preliminary development plan shall constitute an amendment of the Official Zoning Map for the subject tract to the PD District permitting development and use of said land and any structures thereon in accordance with the development standards contained in the preliminary development plan. However, in a PD District, no use shall be established and no structure shall be constructed or altered on any part of said tract, until there is submitted a detailed development plan for said part of said tract, and until the detailed development plan is approved by the Zoning Commission.
b) The approval of the preliminary development plan shall be for a period of five (5) years, to allow for the preparation of a required detailed development plan(s). Unless the Board of Township Trustees approves such an extension of this time limit, upon the expiration of such period, no use shall be established and no building, structure or improvement shall be constructed until an application accompanied by a new preliminary development plan has been filed with and approved by the Board of Township Trustees, and such application for approval shall be subject to the same procedures and conditions as an original application for the preliminary development plan approval. This new application shall comply with the terms of the Zoning Resolution then in effect at the time of filing, including, without limitation, any zoning amendments enacted from and after the date of the initial request to designate the property Planned Development District. In addition, the Board of Township Trustees or Zoning Commission may initiate a zoning amendment to amend the Official Zoning

Map for the tract to a previous zoning district or to another similar standard zoning district upon expiration of the preliminary development plan approval period.

6. **Extension of Time for Preliminary Development Plan**
Upon application by the owner(s), the Board of Township Trustees may extend the time limit provided by Section 500.08 5(b), above. Such extension may be given after application by the applicant showing the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved preliminary development plan, and that such extension is not in conflict with the general health, safety and welfare of the public. (Amnd. 10-20-2020, 12-6-2022)

500.09 Detailed Development Plan

1. **Application**
In a PD District, no use shall be established and no structure shall be constructed or altered until a detailed development plan for each such use and/or structure has been approved by the Zoning Commission. An application, in a form approved by the Zoning Commission, shall be completed by the property owner and submitted with the Development Plan. A total of 15 copies of the application and supporting material shall be submitted. The application form shall be provided by the Zoning Inspector. All mapping shall be prepared using the County's graphic standards.

2. **Proposed Detailed Development Plan Contents**
In addition to the application required herein, 15 copies of the detailed development plan shall be submitted with the application. The detailed development plan, which may be submitted for the entire development or an individual phase, shall contain, in text and map form, the following information at a minimum:
a) Proposed name of the development and its location;
b) Names and addresses of owners and developers;
c) Date, north arrow and plan scale. Scale shall be one-inch equals 100 feet or larger scale;
d) Boundary lines of the proposed development and the total acreage encompassed therein;
e) Locations, widths and names of all existing public streets or other public ways, railroad and utility rights of way or easements, parks and other public open spaces, permanent structures, and section and corporation lines within or adjacent to the tract;
f) Existing sewers, water mains, culverts and other underground facilities within the tract, adjacent to the tract or that will be used in developing the tract, indicating pipe sizes, grades and locations;
g) The lot lines of adjacent tracts, parcels or lots;
h) Residential density, dwelling types, nonresidential building intensity and specific uses to be included within the proposed development, specified according to area or specific building location;
i) Existing ground configuration, drainage channels, wooded areas, watercourses and other significant physical features;
j) Layout of proposed streets, including their names and rights of way, easements, sewers, water lines, culverts, street lighting and other major improvements;
k) Layout, numbering and dimensions of lots if more than one;
l) Anticipated building envelope and general architectural style and character of proposed structures;

m) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant and for the dedications;
n) Building setback lines with dimensions;
o) Tentative street grades and sewer size slope;
p) Traffic circulation, parking areas, curb cuts and pedestrian walks;
q) Landscaping plans, including site grading and landscape design;
r) Engineering feasibility studies of any anticipated problems which may arise due to the proposed development as required by the Zoning Commission;
s) For other than detached single-family structures, provide:
   (i) Drawings for buildings to be constructed in the current phase, including floor plans, exterior elevations and sections;
   (ii) Color rendering of buildings(s), complete with a listing of all colors, including Pantone 1999-2000 Reference Numbers or if Pantone is not available, the manufacturer's reference/serial number with sample, and materials, with samples to be used;
   (iii) Building locations depicting the bulk, height and spatial relationships of building masses with adjacent development;
   (iv) Intended measures to screen rooftop mechanical equipment from view;
t) A detailed signage and exterior lighting plan;
u) Accommodations and access for emergency and firefighting apparatus;
v) The management plan or mechanism to provide for the perpetual maintenance of all open space, landscaping, buffers and shared parking areas by the ultimate owner and/or user and the controlling instruments;
w) Location of open space area and designation of intended uses; and
x) Any additional information as may be required by the Zoning Commission.

3. Zoning Commission Action on Detailed Development Plan

After receipt of the completed application materials and payment of required fees, the Zoning Commission shall schedule a public hearing to be held within a reasonable amount of time and shall provide the applicant written notice at least ten (10) days prior to the date of the hearing. The Zoning Commission shall render a decision on the application within thirty (30) days after the conclusion of the public hearing. In determining whether or not to approve an application for detailed development plan approval, the Zoning Commission shall consider and approve a detailed development plan upon a finding of substantial compliance with the approved preliminary development plan.

4. Commencement of Development

The approval of a detailed development plan shall be effective for a period of five (5) years in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the commencement of construction following the issuance of a zoning certificate(s). If no plat has been recorded within this approval period or, if platting is not required, if construction or other affirmative actions, efforts, planning or other expenditures has not commenced, or unless the Zoning Commission approves an extension of this time limit, a detailed development approval shall expire. Upon the expiration of a detailed development, the subject parcel(s) shall remain zoned PD District, but no use shall be established or changed, and no building, structure or improvement shall be constructed until an application for a detailed development plan, accompanied by a new detailed development plan and all information required therewith, has been filed with and approved by the Township using the procedures and process established herein for the approval of a detailed development plan.

5. **Extension of Time for Detailed Development Plan**
   Upon application by the owner(s), the Zoning Commission may extend the time limit provided by Section 500.09(4), above. Such extension may be given upon a showing of the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved preliminary development plan, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of the PD District.

6. **Modification of Detailed Development Plan**
   An applicant seeking to modify an approved detailed development plan shall file an application for modification of the detailed development plan utilizing the same procedures and criteria as established for the approval of the initial detailed development plan. (Amnd. 10-20-2020, 12-6-2022)

500.10 Fees

A fee as established by Schedule of Zoning Fees shall accompany an application requesting approval of an amendment the Official Zoning Map to Planned Development District or approval of a detailed development plan. In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by the Township in using professional consulting services to review the preliminary development plan or detailed development plan. These expenses may include, without limitation, costs for professional consultants such as architects, landscape architects, planners and engineers utilized by the Township in connection with reviewing the preliminary development plan or detailed development plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a preliminary development plan or detailed development plan, the Zoning Commission shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Commission shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Commission shall send the applicant written notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Fiscal Officer, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission shall consider the reasonable commercial rates of qualified professionals and reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services. (Amnd. 10-20-2020, 12-6-2022)

500.11 Phases

Developments within a Planned Development District may be approved for development in phases. Each phase shall require approval of a detailed development plan for that phase pursuant to the procedures set forth herein. Absent an extension of a preliminary

development plan approved by the Board of Township Trustees, all phases shall be submitted for and receive approval of a detailed development plan within the time frame set forth in Section 500.09(4). (Amnd. 10-20-2020, 12-6-2022)

Jerome Township, Union County, Ohio

PD Re-Zoning Application and Zoning Plan Submittal

For:

PDC Commerce Park

03.25.2019
Revised 05.13.2019

Proposal By:

Parks Drilling Co.

Contact: Bill Lowman
5745 Avery Road
Dublin, OH 43016
Phone: 614-761-7707

Prepared By:

G2 Planning + Design
Planning | Urban Design | Landscape Architecture

Contact: Gary Smith RLA | CLARB
G2 Planning and Design
720 E. Broad Street, Suite 200
Columbus, Ohio 43015
614.583.9230

Outline of Modifications for the 05-13-2019 Re-Submittal:

For the Townships consideration, below are a list of modifications made to the drawings and development text as re-submitted to the township on May 13, 2019.

1. An additional 20' of Right-Of-Way was added to Street 'A' as discussed. This will accommodate future widening of Street 'A' if required to adequately serve development of the parcels to the east and north.
2. A 10' Multi-Use trail easement is being provided to the County, behind the proposed Right-Of-Way of Industrial Parkway, to allow for the future construction of a Multi-Use trail alongside of Industrial Parkway should the County choose to build one in the future.
3. Sub-Area B, Lot 2 has been expanded to allow Parks Drilling to accommodate enough room in the yard to ensure that equipment and Crane's are being stored in the "down" position while not in use. The expansion also ensures that materials being stored on site are kept far below the maximum permitted height and stay below the screening. In accommodation for this the applicant has agreed to increase the buffering requirement adjacent to the properties surrounding Sub-Area B to include a vinyl privacy fence near the top of the 4-5' mound with evergreen trees located on both sides. The fence will screen the gaps in the landscaping until the evergreen screen has had enough time to grow together. The new landscaping and screening detail is included on Exhibit E.
4. Inclusion of the language of specific sections of the Jerome Township Zoning Resolution as referenced in the development text. Also included are the landscape buffer exhibits included in the appendices of the JTZR.
5. Inclusion of the language of the Architectural requirements from the Jerome Township Zoning Resolution, Commerce District, and inclusion / adoption of the language from the proposed US 33 Innovation Corridor Overlay District for architectural controls.
6. Additional definition to the signage standards including language from the Jerome Township Zoning Resolution.
7. Updated the text / drawings to correct the Sub-Area labeling / identification.

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By

Introduction

The applicant, Parks Drilling, proposes to develop a new business park on +/- 35.5 acres on Industrial Parkway. The proposed development will be located on the northeast side of Industrial parkway, approximately ½ mile north of US Route 42, and will allow for the inclusion of new office and light industrial businesses in Jerome Township. The site will be divided into two sub-areas to allow for the development of smaller scale office, commercial, and light industrial businesses on smaller lots adjacent to Industrial Parkway, and to allow for the Parks Drilling Company to re-locate their business to the rear of the site. Perimeter setbacks for the property will exceed those required by the Commerce District, Section 445, of the Jerome Township Zoning Resolution, and mounding and landscaping along Industrial Parkway will screen and soften the proposed development. As part of the zoning, the applicant shall deed to the county a 60' strip along the entire frontage of Industrial Parkway as necessary to provide for the required Right-of-Way. When completed, the PDC Commerce Park will provide opportunities for small businesses to set up shop in Jerome Township in a clean, well landscaped environment with easy access to US 42 and US 33.

Planned Development Text

The following Development Text identifies the minimum requirements to be established for the Planned Business Development referred to as the PDC Commerce Park located on the east side of Industrial Parkway just north of US 42. The development text includes the original text from the application and from Section 500.08(3) in bold, and the responses to those specific requirements (italics) to form the basis for the re-zoning. Where the specific language of this text conflicts with the requirements established elsewhere in the Jerome Township Zoning Resolution, the specific language of this text will govern. Where the specific language of this text is silent, the requirements of the Jerome Township Zoning Resolution will apply.

a. Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.

The site is located on the east side of Industrial parkway approximately 2,500' north of the intersection of US 42 and Industrial Parkway. The property to be considered for re-zoning includes Parcel #'s 1400060190000 (16.25 acres), and 1400070610000 (18.00 acres). A legal description and boundary survey are provided herein.

b. A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.

Permitted uses for the PDC Commerce Park are as follows:

The following uses shall be permitted in Sub-Area A:

1. *323 – Printing and Related Support Activities*
2. 33243 - Metal Can, Box, and Other Metal Container (Light Gauge) Manufacturing
3. *3325 – Hardware Manufacturing*
4. *3326 – Spring and Wire product Manufacturing*
5. *3327 – Machine Shops; Turned Product; and Screw, Nut and Bolt Manufacturing.*
6. *3329 - Other Fabricated Metal Product Manufacturing with the exception of:*
   a) *332992 Small Arms Ammunition Manufacturing*
   b) *332993 Ammunition (except Small Arms) Manufacturing*
   c) *332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing*
7. *334 – Computer and Electronic Product Manufacturing*
8. *335 – Electrical Equipment, Appliance, and Component Manufacturing with the exception of:*
   a) 33591 – Battery Manufacturing
9. *3363 – Motor Vehicle Parts Manufacturing*
10. *3364 - Aerospace Product and Parts Manufacturing*
11. *336991 - Motorcycle, Bicycle, and Parts Manufacturing less than 100,000 square feet.*
12. *339 – Miscellaneous Manufacturing*
13. *4236 – Electrical and Electronic Goods Merchant Wholesalers*
14. *4237 – Hardware, and Plumbing and Heating Equipment and Supplies Merchant Wholesalers*
15. *42384 – Industrial Supplies Merchant Wholesalers*
16. *42385 - Service Establishment Equipment and Supplies Merchant Wholesalers*
17. *44131 – Automotive Parts and Accessories Stores*
18. *4422 - Home Furnishing Stores*
19. *44412 Paint and Wallpaper Stores*
20. *491 – Postal Service*
21. *492 – Couriers and Messengers*
22. *517 – Telecommunications*
23. *518 – Data Processing, Hosting, and related services*
24. *519 – Other Information Services*
25. *531 – Real Estate with the exception of:*
   a) *53113 - Lessors of Mini-warehouses and Self-Storage Units*
26. *54 - Professional, Scientific, and Technical Services*
27. 55 - Management of Companies and Enterprises
28. *561 - Administrative and Support Services with the exception of:*
   a) *56173 – Landscaping Services*

29. *6211 – Offices of Physicians*
30. *6212 – Offices of Dentists*
31. *6213 – Offices of Other Health Practitioners*
32. *6215 - Medical and Diagnostic Laboratories*
33. *6216 – Home Health Care Services*
34. *7223 – Special Food Services*
35. *8139 – Business, Professional, Labor, Political, and Similar Organizations*

The following uses shall be permitted in Sub-Area B:

The following uses, in addition to all of the uses permitted above in Sub-Area A, shall be permitted in Sub-Area B.

1. *238 – All Specialty Trade Contractors*
2. *811 – Repair and Maintenance*

The following uses shall be prohibited within the proposed Development:

1. *Nurseries, wholesale or retail, landscape contractors, and landscape maintenance companies.*
2. *Self-Storage or personal storage units.*
3. *Any use that violates the public nuisance regulations outlined in Section 670 of the Jerome Township Zoning Code which reads:*

No land or building in any Zoning District within Jerome Township shall be used or occupied in any manner as to create any dangerous, injurious, noxious, or otherwise objectionable element or condition so as to adversely affect the surrounding area or adjoining properties. Any use permitted by this Resolution may be undertaken and maintained provided acceptable measures and safeguards are employed in accordance with the following standards:

1. Trash, Debris, Litter, and Junk - No trash, debris, litter, rubbish, scrap, unused personal property, discarded materials, junk vehicles, vehicle parts, rags, lumber, building materials, equipment and/or parts thereof, or any other garbage, refuse or junk shall be permitted to accumulate on any lot or portion thereof. Piles of any type of fill, topsoil, gravel, and mulch shall not be permitted to remain on any lot, not under active construction, for a period greater than 21 days with the exception of active construction sites.

2. Outdoor Storage of Vehicles and Equipment - Unless specifically permitted by the Board of Zoning Appeals as incident and necessary to a permitted or conditional use in any District, the outdoor storage of any inoperable, unlicensed, or unused motor vehicle, or the outdoor storage of any new or used industrial equipment shall be prohibited unless said vehicles or equipment are fully screened from view from any public right of way or adjacent property in accordance with the standards established in section 620.

3. Fire and/or explosion hazards - All activities involving the use or storage of flammable or explosive materials shall include the provision of adequate safety measures against the hazard of spill, fire and explosion. The owner shall provide adequate fire-fighting and fire suppression equipment and shall conform to all standards of the Occupational Safety and Health Administration.

4. Vibration and Noise - No uses shall be located and no equipment shall be used in such a way as to produce intense, earth shaking vibrations which are discernable without instruments at or beyond the property line of the subject property. Noise which is objectionable by community standards and or as determined by the Ohio Environmental Protection agency and/or Occupational Safety and Health Administration due to volume, frequency or beat shall be muffled or otherwise controlled.

5. Odors - No use shall be operated so as to produce continuous, frequent or repetitive emission of odors in such concentration as to be perceptible at or beyond the property line on which the use is located. All applicable standards of the Environmental Protection Agency shall be adhered to

6. Glare, Heat and Exterior Light - Any operation producing glare, intense heat or bright or intense light such as welding or other uses shall be conducted in an enclosed facility and shall not be visible beyond the property line of the lot on which the use is located.

7. Air Pollution - No pollution of air by fly-ash, dust, smoke, vapors or other substances shall be permitted which is harmful to health, animals, vegetation or other property, or which can cause excessive soiling. All standards of the Environmental Protection Agency shall be adhered to.

8. Electrical, Magnetic, or Radioactive Disturbance - No activity shall be permitted that shall emit dangerous radioactivity, or electrical or magnetic disturbance that cause danger to persons or property, health risks, or that adversely affect the operation of any equipment. All standards of the Environmental Protection Agency and the Occupational Safety and Health Administration shall be adhered to.

9. Erosion - No erosion, by either wind or water, shall be permitted which will carry objectionable substance onto neighboring properties. All standards of the Environmental Protection Agency shall be adhered to in regards to the control of erosion.

c. Concept site plan of the proposed planned district, and proposed layout of all subareas.

See attached site plan for the proposed site layout (Exhibit D). The site will be divided into two sub-areas. Sub-Area A (+/- 16.74 acres) may be divided into a maximum of 5 lots, and Sub-Area B (+/-16.53 acres) may be subdivided into a maximum of 3 lots as shown on Exhibit D. The applicant proposes one main entrance from Industrial Parkway, located directly across from New California Drive. The main entry drive, Street 'A', and a secondary cul-de-sac, Street 'B', will provide access for the entire development. Subject to the approval of the Union County Engineer, Street 'A' shall have a right-of-way of 80' and Street 'B' shall have a right-of-way of 60'. No direct access will be permitted on Industrial Parkway from any of the parcels within the development. A 60' strip of property, approximately 2.25 acres, will be granted to Union County for Right-of-Way along

Industrial Parkway. As required by the Union County Engineer, Street 'A' will stub into the adjacent property as indicated on Exhibits C and D.

d. Proposed densities, number of lots and dimension parameters, and building intensities.

The maximum permitted density / intensity for Sub-Area A will be 10,000 square feet of building area per acre on each lot within the Sub-Area. Lots within Sub-area A must be a minimum of 2 acres in size, and must have a minimum of 150' of frontage on Street 'A' or 'B'. Lots around the radius of a cul-de-sac may be permitted a reduction in the minimum lot frontage provided that a minimum of 100' of frontage exists at the front setback line.

The maximum permitted density/intensity for Sub-Area B will be 15,000 square feet of building area per acre on each lot within the Sub-Area. Lots within Sub-area B must be a minimum of 1.5 acres in size, and must have a minimum of 150' of frontage on Street 'B'. Lots around the radius of a cul-de-sac may be permitted a reduction in the minimum lot frontage provided that a minimum of 100' of frontage exists at the front setback line.

e. Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.

No parks, playgrounds, schools, or other public facilities are planned for the property. The existing tree row along the northern property line, and the existing tree row along the southern property line, shall be preserved from development. No other trees or natural features exist for this property.

f. Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.

For existing site conditions see Exhibit B. There are no existing streams or wooded areas on the property. *The existing tree row along the northern property line, and the existing tree row along the southern property line, shall be preserved from development. Around the Northern, Eastern, and Southern Boundary of Sub-Area B the developer shall install a landscape buffer in accordance with the "Parks Drilling Perimeter Buffer" as shown on the Landscape Plan, Exhibit E. All other lots along the perimeter shall be required to install a perimeter buffer in accordance with Buffer Type 'B' as indicated in Section 705, Appendix 1 of the Jerome Township Zoning Resolution as included at the end of this text. Along the right-of-way of Industrial Parkway, and along the southern boundary of Sub-Area A, the applicant shall provide a landscape buffer as indicated on Exhibit E which consists of an undulating 3-4' earthen mound planted with a mixture of evergreen, ornamental, and deciduous shade trees as shown on the plan. Such*

buffer shall be installed within the first available planting season following the start of construction of the project roadways.

g. Relation to existing and future land use in surrounding area.

Along the eastern side of Industrial Parkway farming is the predominant land use. The land surrounding the project to the southeast, and east, is currently zoned "Local Retail" in Jerome township and is identified for more regional retail uses as part of the Jerome Township Comprehensive Plan. It is anticipated that future office and light industrial growth will continue north of the site in the areas between Industrial Parkway and US Route 33.

On the opposite (west) side of Industrial Parkway, the current land uses are planned residential, rural residential, and existing farmland. Residential uses are the only prescribed uses for land on the western side of Industrial Parkway under the current Comprehensive Plan.

h. Proposed provision of water, sanitary sewers, surface drainage, and street lighting.

All required utilities necessary to serve the project, including Sanitary Sewer and Water, exist along Industrial Parkway. Drainage and stormwater management for the development will be provided in accordance with the requirements of the Ohio EPA and the Union County Engineers office. For additional detail refer to the Preliminary Utility Plan (Exhibit G-2).

i. Proposed traffic and pedestrian circulation pattern, indicating both public and private streets or highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.

Such improvements are as shown on Zoning Plan (Exhibit D), and Preliminary Site Plan (Exhibit G-1).

j. An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.

The applicant proposes to begin construction of Street 'A' and Street 'B' as weather permits soon after successful completion of re-zoning, final development plans, and final engineering. Along with the proposed streets, the

applicant will begin construction of site and building improvements for Sub-Area B, Lot 1, and begin marketing the remainder of lots for sale to prospective buyers.

No residential development will be allowed within this development.

Office and business structures shall be developed with materials and design standards as outlined below in Section ix of this text and Building density / intensity shall be as described in Section d above.

The maximum building height permitted in the PDC Commerce Park shall be 45 feet as permitted in section 445.04(3) of the Jerome Township Zoning Resolution which states:

"The maximum height of all structures in the COM District shall be 45 feet, measured as defined in Section 300 of this Resolution."

Off Street Parking and Loading shall meet the requirements of the Jerome Township Zoning Resolution, Section 610 which states:

610 Off Street Parking and Loading
Wherever off street vehicular parking areas are to be provided as required by the provisions of this Zoning Resolution the requirements of the Zoning Districts and the following standards shall apply.

610.01 Application

1. The off-street parking and loading requirements of this Resolution shall apply to the following:
   a) All new buildings and uses constructed after the effective date of this Resolution.
   b) Whenever a use, existing prior to the effective date of this Resolution, is changed or enlarged in floor area, seating capacity, or otherwise, to create a need for an increase of 10 percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a use, existing prior to the effective date of this Resolution, is enlarged to the extent of 50 percent or more in floor area, said use shall then and thereafter comply with all of the parking requirements set forth herein.
2. Whenever the number of off-street parking spaces required is to be determined from the floor area of a specified use, it shall mean the floor area of such use as defined in Section 3.
3. Whenever the calculations regarding the requirement for off street parking spaces yield a fractional number the required number of parking spaces shall be increased to the next whole number.

610.02 Required Off Street Parking Spaces

The user of any lot or tract in Jerome Township shall provide off-street parking for all residents, employees, customers, visitors, and invitees. The following table shall specify the minimum number of parking spaces to be provided

Figure 610.02 – Required Parking Spaces by Use

Proposed Land Use	Required Parking Spaces
Single Family Residential	3 per dwelling unit (garages and driveways included).
All other residential	2 per dwelling unit (garages and driveways included).
Hotels, Motels, Lodges (without Public meeting facilities)	1 per rental unit plus 1 per employee on the largest shift plus 1 for each 4 seats in the dining room or restaurant area.
Hotels, Motels, Lodges (with public meeting facilities)	1 per rental unit plus 1 per each 75 square feet of floor area used for public meeting or assembly purposes plus one per each 4 seats in any restaurant therein.
Public Meeting, Exhibition Halls, and private assembly areas (except churches)	1 for each 3 seats or 1 for each 45 square feet of assembly area whichever is greater.
Churches or places of public assembly	1 for each 3 seats or 1 for each 45 square feet of assembly area whichever is greater.
Hospitals and clinics	1 ½ for each bed or exam room plus 1 for each employee on the largest shift
Nursing Homes	1 for each 2 beds plus 1 for each employee on the largest shift
Museums, libraries, etc.	1 for each 400 square feet of floor area open to public plus 1 for each employee on the largest shift
Child care services (not including home occupations)	1 space for each employee on the largest shift plus 1 space for each 5 children.
Primary or elementary schools	4 for each classroom
Secondary schools, colleges, trade schools, etc.	4 for each classroom plus 1 for each 4 students
Restaurants - fast food with drive thru	1 for each 3 seats plus 1 for each employee on the largest shift.
Restaurants – sit down with no drive thru	1 per each 2 seats plus 1 for each employee on the largest shift
Professional and business offices and multi-tenant offices	1 for each 300 square feet of floor area
Research and testing offices	1 per each 350 square feet of floor area
Funeral Homes	1 for each 25 square feet of floor area open to the public
Retail Stores	1 per 250 square feet of floor area
Personal care services	2 spaces per each Barber, Beautician, or Technician.
Fitness centers	1 per each 175 square feet of floor area
All industrial warehousing	20 plus 1 for each 2 employees plus 1 for each vehicle maintained on the premises.
Industrial manufacturing	1 space for every employee on the maximum shift plus 1 per each 10,000 square feet of floor area.
Golf courses	6 per hole

Athletic fields	12 spaces per field
Miniature golf	2 spaces per hole
Tennis courts / Clubs	4 spaces per court
Bowling alleys	3 spaces per lane
Driving range	1.5 spaces per tee
Riding stables	1 space per stall
Spectator sports	1 space per each 2 seats
Recreational camp	1 space per each 2 campers plus 1 space per counselor or staff
Picnic grounds	2 spaces per each picnic table plus 10 spaces per each open shelter

Note: The parking space requirements for any use not specifically mentioned in figure 610.02 shall match those required for uses of a similar nature provided in figure 610.02.

610.03 Design and Location
All parking and circulation areas shall, at a minimum, be designed to meet the following standards:

1. **Size** - All parking spaces shall be a rectangular area not less than 9 feet in width by 19 feet in length with the exception of compact vehicle parking spaces.
2. **Compact Vehicle Parking Spaces** - In parking areas where more than 25 parking spaces are required the owner may provide compact vehicle parking spaces in lieu of standard vehicle parking spaces for a maximum of 10 percent of the total number of parking spaces required subject to the following requirements:
   a) Compact vehicle parking spaces shall be a minimum of 8 feet in width and 16 feet in length.
   b) Compact vehicle parking spaces shall be clearly marked with an aluminum sign measuring a minimum of 12 inches by 18 inches and permanently affixed to a building or sign post at the end of each space. Such sign shall be mounted at a minimum of 3 feet and a maximum of 4 feet in height as viewed from the center of the parking space.
3. **Location** - Required off-street parking facilities shall be located on the same lot as the structure or use served, except where joint or combined parking areas are permitted elsewhere by this Resolution.
4. **Joint or Combined Parking** - Joint or combined parking areas are defined as a condition where two or more adjoining lots or outparcels, or individual tenants in a multi-tenant retail center, share areas of parking and circulation. Where joint or combined parking between lots or uses is permitted a cross access agreement / easement shall be executed and recorded between the individual properties.
5. **Construction** - Except in the Agricultural District (AG) all parking areas, circulation aisles, and driveways shall be paved with concrete, asphalt, porous concrete or asphalt, brick or concrete pavers, or a combination of the above.
6. **Striping** - All parking spaces shall be clearly marked and striped.
7. **Curb or Wheel Stops** - Continuous curbs or wheel stops shall be provided in all parking areas, where adjacent to landscape areas, to prevent vehicles from driving into the landscape areas. Wheel stops, if provided, shall be made of concrete, cut stone, recycled rubber or polymer in white, black or grey, or other similar material and maintained in good condition.

8. **Landscape Islands**– To reduce the effect of heat absorption and provide improved visual character in off street parking areas landscape islands shall be provided within all parking areas having 10 or more parking spaces in accordance with the following:
   a) Landscape islands shall be a minimum of 8 feet in width and 19 feet in length and shall have a minimum of 2 foot radius at the outside corners.
   b) Islands shall be provided at a rate of 1 island per each 12 parking spaces. Landscape areas located in the corners of parking areas shall count as ½ of a required landscape island.
   c) Within double rows of parking, islands shall be combined end to end and placed at the end of parking rows as a cap or between the sides of parking spaces in a row.
   d) Landscape islands shall be planted with trees or shrubs according to the requirements of the underlying zoning district.
9. **Headlight Screening** – All off-street parking spaces shall have headlight screening installed between the parking and circulation aisles and adjacent public rights-of-way in accordance with the following:
   a) Headlight screening shall be in the form of a continuous evergreen hedge planting, earthen mound, or a combination of the two and shall provide a continuous screen from the ground up to a minimum of 3 feet 6 inches in height above the surface of the parking lot.
   b) Headlight screening shall be installed parallel and adjacent to the parking lot and circulation aisles being screened.
   c) Shrubs used for the purposes of headlight screening shall be installed a minimum of 2 feet from the back of curb or wheel stop of head in parking spaces to avoid damage from the overhang of vehicles.
10. **Driveways and Circulation** - All parking areas for 5 or more vehicles shall be served by a driveway or circulation aisle of not less than 22 feet in width and not more than 25 feet in width to permit access to all required parking spaces. All driveways serving said parking areas shall have access either to an approved private street or a public right of way.
11. **Access** - All driveway access to a public right of way shall meet the access management standards, minimum visibility standards, and all other applicable standards of the Union County Engineers office.
12. **Setbacks** - All driveway access and circulation aisles, exclusive of curb returns, shall meet the standards of the zoning district for pavement setback from the side lot lines and shall meet the requirements of the Union County Engineer for distance from existing access drives on adjacent property.
13. **Compliance with other Regulations** - All off-street parking and loading areas shall meet all applicable requirements of the Union County engineer's office and shall comply with the requirements of any applicable fire code.
14. **Provision for Disabled Persons** - All off-street parking areas, other than for single-family dwellings, shall meet the requirements of the State Building Code and the Americans with Disabilities Act for the provision of parking spaces for the physically disabled and shall include all necessary markings, striping and signage.
15. **Sidewalks** - All uses shall provide a minimum 4' sidewalk or otherwise paved access from the main and secondary building entries to the parking areas.

610.04 Minimum Distance and Setbacks

The setback of parking and circulation areas from adjacent streets and properties shall be as defined by the standards of the zoning district in which they are provided. In no event shall any parking or circulation area for more than 10 vehicles be closer than 20 feet to any housing unit, school, hospital, or other institution for human care located on an adjoining lot, unless separated by an acceptably designed screen.

610.05 Buffering from Adjacent Residential Land Uses
All off street parking areas for more than 5 vehicles shall be buffered from view from any adjacent residential land use, except for Rural Residential, through the use of either landscaping, or a 6' privacy fence, or a combination thereof. A Landscape buffer shall consist of a minimum of 6' height evergreen trees planted at 15' on center within the required parking area setback.

610.06 Off-Street Loading and Delivery
Where any use or building in any district requires the receipt or distribution of material or merchandise by vehicle, there shall be provided and maintained, on the same lot with such use or building, a minimum of one off-street loading space. The size and circulation area of loading spaces shall be adequately designed to accommodate the maximum size vehicle to be used in the delivery or distribution, and shall be located in such a way that a parked delivery vehicle shall not project into, or interfere with, any circulation area, alley, or public right of way.

Unless detailed separately within this PD development text, or the drawing exhibits, Landscaping Screening and Buffering shall meet all applicable subsections of the Jerome Township Zoning resolution, Section 620 which states:

620 Landscaping, Screening, and Buffering
Landscaping, screening, and buffering shall be required by this Resolution to minimize the impact of certain structures and land uses on adjacent properties and rights of ways, and to promote the general welfare of the township. Landscaping, screening and buffering for all lots, properties and uses shall meet the requirements of this section in addition to the individual requirements of the zoning districts.

620.01 Landscaping, Buffer Required

1. Where the side or rear yard of any building or use in the ORM, COM, LR, RR, or MU district abuts any parcel zoned in a residential district a landscape buffer, for the purpose of buffering the side or rear of such use or building from view of the residential area, shall be required in accordance with the following requirements:
   a) Within the required side or rear yard setback, continuous for the entire length of such setback, there shall be installed a landscape buffer consisting of a combination of a minimum 3' high mound and a continuous planting of a combination of evergreen trees and deciduous shade trees. Evergreen trees shall be a minimum of 6' in height at the time of planting and shall be staggered or spaced to achieve a minimum opacity of 80% within 5 years of planting similar to buffer type 'C' in Appendix 1. Deciduous shade trees shall be a minimum of 2 1/2 inches in caliper at time of planting and shall be planted a minimum of 40' on center for the entire length of the landscape buffer.
   b) Where buffering and screening is required within the underlying zoning district for the purposes of screening outdoor storage and or loading and delivery areas, the landscape buffer as described above shall be stopped at the point where the more stringent buffer is required, shall resume at the point where the more stringent buffer ends, and shall continue to the end of the required side or rear yard setback.
2. Articles or materials being stored, maintained, repaired, processed, erected, fabricated, dismantled, salvaged, or otherwise not being offered for retail sale in a completed, useable and normal condition shall be screened as required by the standards of the underlying zoning district and as required by this Section.
3. Any off-street parking area with 5 or more spaces shall be screened as required by the zoning district and as required by this Section.
4. Within all zoning districts any portion of any lot that is not covered with structures, paving, crop production, or forest canopy shall be landscaped at a minimum with turf grass, as defined in section 620.04, to prevent wind and soil erosion and the nuisance of excessive wind-blown dirt and dust on adjacent properties.

620.02 Screening and Landscaping Standards

All screening and landscaping shall be provided in accordance with the requirements of the individual zoning districts and with the following standards:

1. Where required screening is to be accomplished by landscaping, the landscape materials shall achieve the required standards within a period of 5 years or less.
2. No landscape plantings or materials shall be located so as to adversely affect the vision of drivers, or obstruct the view within a required view triangle as defined within Section 300.
3. All materials and equipment being stored outdoors in conjunction with a permissible use shall be screened in accordance with the requirements of the zoning district and with the following:
   a) The storage of materials shall be screened fully to the height of stacking.
   b) Screening shall be 100% opaque to the full height of the stacking and in no circumstance shall the outdoor storage of materials be stacked above the height of the screening provided.
   c) For a diagram of Buffer types referenced in this Resolution see Section 705 - Appendix '1'.

620.03 Landscape Maintenance

The following maintenance standards shall apply to all required landscaping, screening and Buffering within Jerome Township.

1. All landscaping materials shall be installed and maintained according to accepted nursery industry procedures.
2. The owner of the property shall be responsible for the continued property maintenance of all landscaping materials and shall keep them in a proper, trimmed, neat, and orderly appearance free from weeds, refuse, and debris at all times.
3. All landscape beds shall be maintained with defined edges and mulched on a yearly basis with natural hardwood mulch.
4. All plantings required by this Resolution which become unhealthy or dead shall be replaced within one year, or by the next planting season, whichever comes first with a plant of comparable species and size of the original plant at the time of initial planting.

620.04 Minimum Planting Requirements

1. **Industry Standards** - All required plant material shall comply with the latest edition of the "American Standards for Nursery Stock" as published by the American Nursery and Landscape Association.
2. **Deciduous Shade Trees** -Deciduous shade trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. All shade trees shall have a minimum caliper of at least 2 inches at the time of planting unless specified otherwise in this Resolution.
3. **Evergreen Trees** - Evergreen trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. Evergreen trees shall be a minimum height of 6 feet at the time of planting unless specified otherwise in this Resolution.
4. **Ornamental Trees** - Ornamental trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. Ornamental trees shall have a minimum height of 6 feet or a minimum caliper of 1.5 inches at the time of planting unless specified otherwise in this Resolution.
5. **Shrubs and Hedges** - Shrubs and hedges, where required by this Resolution, may be installed balled and burlapped or from a container at the time of planting. Shrubs and hedges used for screening shall be at least 24 inches in height at the time of planting and shall be sized and spaced in order to achieve the required screening within 3 years of the time of planting unless specified otherwise in this Resolution.
6. **Turf Grass** - Grass of the family Fescue (Gramineae), Perennial Ryegrass (Lolium Perenne), Bluegrass (Poaceae), or any combination thereof shall be planted in species normally grown as

permanent lawns in Central Ohio, and may be sodded or seeded; except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used, provided that turf-grass seed shall be sown for immediate protection until complete coverage otherwise is achieved. Sod shall be clean and free of weeds and noxious pests or diseases.

620.05 Prohibited Plant Material

Species found on the Ohio Department of Natural Resources' invasive plant list shall not be planted or cultivated within the Township. Proactive measures should be taken to remove any invasive species according to the recommended management practices of the ODNR.

1. The following tree species are unacceptable for use to meet landscape requirements within the township:
   a) Box Elder Acer negundo
   b) Silver Maple Acer saccharinum
   c) Buckeye, Horsechestnut Aesculus species
   d) Tree of Heaven Ailanthus altissima
   e) Paper Birch Betula papyrifera
   f) European White Birch Betula pendula
   g) Northern Catalpa Catalpa speciosa
   h) Ginko (female) Ginko biloba
   i) Osage-orange Maclura ponifera
   j) Apple Malus punila
   k) Mulberry Morus species
   l) Poplar Populus species
   m) Bradford Pear Pyrus calleryana "Bradford"
   n) Upright English Oak Quercus robur "fastigiata"
   o) Black Locust Robinia pseudoacacia
   p) Willow Salix species
   q) European Mountain Ash Sorbus aucuparia
   r) Moline American Elm Ulmus americana "Moline"
   s) Siberian Elm Ulmus pumila
   t) North American Ash Fraxinus species

Unless detailed separately within this PD development text, or the drawing exhibits, Lighting for this development shall meet all of the applicable requirements of Section 630 of the Jerome Township Zoning Resolution which states

630 Exterior Lighting Standards

The purpose of this section is to regulate outdoor lighting in order to reduce or prevent light pollution and to minimize lighting impacts on surrounding properties. This means to the extent reasonably possible the reduction or prevention of glare and light trespass, and promotion of safety and security. The regulations of this section shall apply to all lighting that illuminates the exterior of a building, structure, open space, parking and loading areas, or other features of a lot with the exception of temporary lighting for the purposes of illuminating construction sites. Such temporary lighting shall be subject to a temporary use permit.

630.01 Applicable Zoning Districts

Exterior lighting requirements shall apply to all office, commercial, and industrial zoning districts, and any commercial, industrial or multi-family component of a planned development district. Lighting plans shall be submitted for approval with all applications for a Zoning Certificate.

630.02 Submittal Required

An Exterior Lighting Plan demonstrating compliance with the Lighting Standards shall be submitted to the township and approved by the Zoning Inspector prior to the issuance of a Zoning Certificate. The Exterior Lighting Plan shall contain the following information:

1. *Scaled site plans with property boundaries shown, building plans, and all building locations, building entrances, and building elevations. The plan should include layouts of the parking lot(s), driveway(s), pedestrian pathway(s), adjacent right-of-way(s), a north arrow, an address or legal description.*
2. *Cut-sheet(s) (profiles or specifications) for all proposed exterior light fixtures and poles.*
3. *Scaled ISO foot-candle plots and/or point-by-point foot-candles layouts defining compliance.*
4. *All changes during the construction process made after Issuance of a zoning certificate shall be reviewed and approved prior to installation and final acceptance.*
5. *All developments with 10 or more parking spaces are required to provide exterior lighting for all exterior doorways, pedestrian pathways and vehicular use areas.*
6. *All developments with less than 10 parking spaces may provide exterior lighting at all exterior doorways.*
7. *The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.*

630.03 Exterior Lighting Standards and Requirements

The following standards shall apply to all exterior illumination of exterior grounds and surfaces of a site:

1. *Adverse impact in the form of light pollution resulting in a public nuisance shall be prohibited. Light pollution is defined as any measurable, artificial illumination that strays beyond a site boundary both horizontally and vertically.*
2. *No outdoor lighting shall be of such an intensity or color distortion as to cause glare or to impair the vision of drivers or pedestrians.*
3. *Plans shall provide for a minimum of 0.5 foot-candles measured at grade in all vehicular use areas and pedestrian pathways. Actual site measurement compliance shall not drop below this minimum.*
4. *Lighting uniformity shall not exceed a 10:1 maximum to minimum light level and a 4:1 average to minimum light level.*
5. *The overall height of pole-mounted luminaries shall be measured from finished grade to top of fixture unless otherwise limited and shall not exceed the maximum height as required by the individual zoning district or the requirements of the planned development district.*
6. *Lighting mounted on a building or structure shall not exceed the height of the building or structure.*
7. *No blinking, flashing, fluttering lights, search lights or other illuminated device that has a changing light intensity, brightness or color is permitted in any zoning district, except for temporary holiday displays.*
8. *All outdoor recreational / sport facility lighting will be reviewed for compliance with regard to the intent of these Exterior Lighting Standards to minimize the impact of light trespass and glare on all surrounding properties and public right-of-ways.*
9. *All exterior lighting used to light vehicular use areas and pedestrian pathways shall be a "Total Cut-Off Type", as defined by the latest Illuminating Engineering Society of North America's IESNA*

standard. All other exterior lighting including, but not limited to, doorways, architectural, accent, landscape signage, decorative, security, floodlighting or area lighting shall be "Total Cut-Off Type." No portion of the lamp, reflector, lens or refracting system may extend beyond the housing or shield so as to create or allow glare to be visible from offsite, with the following exceptions:

a) Lighting required by the Building Code for emergency egress when operating in emergency conditions.

b) Light sources which DO NOT exceed 2300 initial lumens or 4000 main beam candlepower. Roughly equal to the lighting output of one 100 watt incandescent light bulb.

10. Light originating on a site shall not be permitted to exceed the following values when measured at grade 10 feet beyond the property line for the following adjacent land uses:

Table 630.03 Maximum Light Trespass on adjacent property

Land Use	Maximum Light Trespass on Adjacent Property
Residential	0.3 foot-candle
Multi-family	0.5 foot-candle
Office / Commercial	1.0 foot-candle
Industrial / Warehouse	1.5 foot-candle
Outdoor Sports Facility	See ** note above

11. All other luminance not addressed shall not exceed IESNA recommendations as published in their Lighting Handbook, Lighting for Exterior Environments, Recommended Practice for Lighting Merchandising Areas, or other applicable IES publications, as these publications are amended.

k. Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.

See attached Preliminary Utility Plan (Exhibit G-2).

l. Site plan, showing approximate nonresidential building location(s), various functional use areas, circulation, and their relationship.

See attached Zoning Plan (Exhibit D) and Preliminary Site Plan (Exhibit G-1) for the proposed layout.

m. General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.

Permitted architectural design criteria for proposed buildings and structures shall be as outlined in Section ix below. Signs shall be as outlined in Section vii below and exterior lighting shall meet the requirements of Section 630 of the Jerome Township Zoning Resolution as detailed in Section j above, and as detailed in Section viii of this text below.

n. Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.

The use of this property will be controlled by the permissions and restrictions outlined in this development text and, where applicable, the Jerome Township Zoning Resolution. Maintenance of common elements, such as the Industrial Parkway landscape buffer, main entry sign, and street trees, shall be provided through an association of individual property owners established and controlled by the applicant. Maintenance of perimeter buffers and internal landscaping shall be the responsibility of the individual lot owners. Deed restrictions will be created by the applicant to establish the use restrictions, common maintenance agreements, and required development standards.

o. Projected schedule of site development.

The applicant proposes to begin construction of Street 'A' and Street 'B' as soon as weather permits after successful completion of re-zoning, final development plans, and final engineering. Along with the proposed streets, the applicant will begin construction of site, building, and landscaping improvements for Sub-Area B, Lot 1, and begin marketing the remainder of lots for sale to prospective buyers. Construction of individual uses on the remainder of the lots will follow as market sales dictate. Each individual lot will be required to file their own final development plan with Jerome Township for approval of the proposed building and landscaping prior to development of the lot.

p. Evidence that the applicant has sufficient control over the land to carry out the proposed development.

The applicant has a purchase contract for the property. Copies of this contract can be made available for the Trustees review if needed.

q. Regulation text for development in the proposed Planned Development District. That text must set forth and define the uses to be permitted in the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PD.

This Regulation Text shall only apply to the Planned Development in question and all development within that Planned Development. All appropriate regulatory areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:

i. All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.

Property Perimeter Setbacks:

Industrial Parkway:	*70' from the proposed ROW (190' from centerline) for all buildings, parking, and outdoor storage areas.*
North Property Line:	*40' for all buildings, parking, and outdoor storage areas.*
East Property Line of Sub-Area 1:	*40' for all buildings, parking, and outdoor storage areas.*
South Property Line of Sub-Area 1:	*50' for all buildings, parking, and outdoor storage areas.*
East Property Line of Sub-Area 2:	*40' for all buildings, parking, and outdoor storage areas.*
South Property Line of Sub-Area 2:	*40' for all buildings, parking, and outdoor storage areas.*

Interior Lot Setbacks:

Front Yard setback from Streets 'A' and 'B':	*40' from ROW for all buildings* *20' from ROW for parking and circulation*
Side and Rear Yard Setbacks:	*30' for buildings and outdoor storage areas* *10' for parking and circulation areas*

ii. All maximum height and size requirements of buildings, mechanical areas and other structures.

Building height shall meet the requirements of Section 445.04(3) of the Jerome Township Zoning Resolution as identified section j above. Maximum building size permitted on each lot within the development shall be 10,000 square feet per acre for all lots within Sub-Area A, and 15,000 square feet per acre for all lots within Sub-Area B.

Rooftop mechanical equipment shall meet the requirements of Section 445.04(4)(e) which states:

e) Rooftop Mechanical Equipment - To minimize the visual impact on adjacent uses and roadways, rooftop mechanical equipment shall be screened from view on all sides through the use of parapet walls, mansard roofs or special enclosures designed to be harmonious with the building. Simple fence enclosures are not permitted on building roofs for any purpose. To avoid the appearance of multiple roof top screens, mechanical units shall be congregated in one location as permissible within the design of an efficient mechanical system. The following exceptions apply to the screening of rooftop mechanical equipment:

(i) Wind turbines and solar panels specifically designed for rooftop use may be excluded from the screening requirements provided the owner can demonstrate that the screening of the proposed equipment will interfere with the intended operation or efficiency of the equipment.

Ground mounted mechanical equipment shall meet the requirements of Section 445.06(2)(c) of the Jerome township Zoning Resolution which states:

c) Screening of Dumpsters, Storage Tanks, and Mechanical Equipment – within the COM District all dumpsters, trash receptacles, storage and fuel tanks, generators, heating and cooling equipment, and other building mechanical equipment shall be screened from view on all sides by the proposed structure and / or free standing walls or fences. Free standing walls or fences shall be at a minimum height necessary to screen the proposed use and shall meet the requirements of section 625.

iii. All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.

All parking and loading areas shall meet the requirements of the Jerome Township Zoning Resolution as outlined in Section j above.

iv. All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.

The applicant will donate 60' of additional right of way from the centerline of Industrial Parkway (approximately 2.25 acres) to provide for the required 120' of right-of-way specified in the Union County Thoroughfare plan. Rights-of-Way on interior street 'A' will be 80', and street 'B' shall be be 60' as required

by Union County. Pavement widths will meet the requirements of the Union County Engineer. Only on street access, Street 'A', will be permitted on Industrial Parkway to align with the existing New California Drive as required by the Union County Engineer. The entry drive, Street 'A', will also stub into the adjacent property to the east to provide a connection to any future development. Access to all lots within the development will be taken from internal streets 'A' or 'B'. No individual curb cuts will be permitted on Industrial Parkway. Curb cuts in internal streets will be reviewed and approved by the Union County Engineer at the time of Final Engineering and Final Development Plan.

v. All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.

No sidewalks, trails, or bikeways are proposed with this application. A 10' multi-use trail easement, along the back of the Right-of-Way of Industrial Parkway, shall be granted to the county to allow the future construction of a multi-use trail provided such trail is constructed along Industrial Parkway in the fututure.

vi. All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjoining areas.

See the Landscape Plan for proposed screening locations, materials, and installation sizes (Exhibit E).

The existing tree row along the northern property line, and the existing tree row along the southern property line, shall be preserved from development. Around the Northern, Eastern, and Southern Boundary of Sub-Area B, Lot 1 the developer shall install a landscape buffer in accordance with "The Parks Drilling Perimeter Buffer" as shown on the Landscape Plan, Exhibit E. All other lots along the perimeter shall be required to install a perimeter buffer in accordance with Buffer Type 'B' as indicated in Section 705, Appendix 1 of the Jerome Township Zoning Resolution as included at the end of this text. The buyer of each lot along the perimeter shall be required to install their section of perimeter buffer at the time of lot development. Along the right-of-way of Industrial Parkway, and along the southern boundary of Sub-Area A, the applicant shall provide a landscape buffer as indicated on Exhibits E and F which consists of an undulating 3-4' earthen mound planted with a mixture of evergreen, ornamental, and deciduous shade trees as shown on the plan. Such buffer shall be installed within the first available planting season following the start of construction of the project roadways.

Rooftop mechanical equipment shall be screened in accordance with the requirements of Section 445.04(4)(e), and ground mounted mechanical equipment shall be screened in accordance with the requirements of Section 445.06(2)(c) of the Jerome township Zoning Resolution as identified above in ii of this text.

Off street parking areas shall be screened in accordance with Section 610 and 620 of the Jerome Township Zoning Resolution as called out above in Section j, and Jerome Township Zoning Resolution Section 445.07(2)which states:

2. Parking Lot Landscaping

All uses in the COM District shall provide parking lot landscaping in accordance with Section 610 and the following standards:

a) Parking Lot Trees - The owner or developer of the proposed use shall install a minimum of 1 Shade Tree per every 10 dedicated parking spaces. Shade trees shall be installed in the center of the required landscape islands to avoid damage. Shade Trees shall be of a species and variety that is typically known for urban tolerance, does not fruit heavily, and shall be a minimum of two inches in caliper at the time of installation.

All outdoor loading, delivery, and service areas, including dumpsters, shall be screened in accordance with Section 445.06 of the Jerome Township Zoning Resolution which states.

445.06 Outdoor Loading, Delivery and Service Areas

Outdoor loading, delivery, and service areas shall be permitted within the COM District in accordance with the following standards:

1. Size Standards

The following size standards shall apply to all outdoor loading, delivery, and service areas within the COM District:

a) Loading, Delivery and Service Areas for Warehousing and Distribution uses - For warehousing and distribution uses only, the size of areas dedicated to loading docks, truck circulation, and the loading and delivery of goods and materials shall not exceed 35 percent of the total lot area.

b) Loading, Delivery and Service areas for all other uses – For all other uses the size of areas dedicated to the loading and delivery of goods and materials and service uses such as dumpsters and compactors shall not exceed 10% of the total lot area.

2. Screening

All outdoor loading, delivery, and service areas shall be screened from view in accordance with the following standards:

a) Buffering from adjacent COM District uses –Service areas and loading docks shall be buffered from adjacent uses in the COM District by the use of evergreen trees or shrubbery of a type and variety normally achieving a minimum of 5 feet in height within 3 years of planting and deciduous shade trees planted a t a minimum 40' on center. Trees or shrubbery shall be planted in such a way as to achieve a minimum of 75 percent screening of the area being screened similar to buffer type 'F' in Appendix 1. Walls may be used for the purposes of buffering adjacent COM District uses provided that such walls and fences meet the requirements of section 625.

b) Screening from residential uses, Industrial Parkway, State Route 42, and State Route 33 – Any side of any service areas, and loading docks that are visible to adjacent residential lots or uses, Industrial Parkway, and/or State Route 33 shall be entirely screened from view through the use of one or more of the following:

(i) Completely opaque walls, in accordance with section 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 12 feet in height similar to buffer type 'A' in Appendix 1.

(ii) Loading docks may be screened from view by an extension of building walls provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.

(iii) A combination of a minimum 3 foot high mound and a continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting. Evergreen trees shall be planted on top of the mound and staggered or spaced to achieve 100% screening of the area within 5 years of planting similar to buffer type 'B' in appendix 1.

c) Screening of Dumpsters, Storage Tanks, and Mechanical Equipment – within the COM District all dumpsters, trash receptacles, storage and fuel tanks, generators, heating and cooling equipment, and other building mechanical equipment shall be screened from view on all sides by the proposed structure and / or free standing walls or fences. Free standing walls or fences shall be at a minimum height necessary to screen the proposed use and shall meet the requirements of section 625.

d) Maintenance of materials - All planting and landscape materials used for the purpose of screening shall be maintained in good condition in accordance with Section 620 of this Resolution.

All code required landscaping and buffering shall be maintained in accordance with Section 620.03 of the Jerome Township Zoning Resolution as outlined above in Section j of this text.

vii. All proposed signage including height, setback, square footage and colors.

One main project identification sign, similar in style to sign 'A' provided on Exhibit F, will be located at the entrance to Street 'A' of the development (as shown on Exhibit D) to identify the business park, and will provide additional space for up to 4 tenant panels. The main project identification sign will be a maximum of 10' in height, including supports and base, and shall have a maximum signage area of 32 square feet per side. Each individual tenant within the development shall be permitted one monument sign, similar in style to sign 'B' provided on Exhibit F, to be located at the entry to each business from Street 'A' or Street 'B'. Individual tenant monument signs shall be a maximum of 5' in height and a maximum of 16 square feet per side. No individual tenant monument signs shall be permitted on Industrial Parkway. Lots having frontage on both Industrial Parkway and Streets A or B shall be permitted one building mounted sign on the Industrial Parkway side of the building in accordance with Section 445.09(3) of the Jerome Township Zoning Resolution which states:

3. **Wall signs**

All wall signs within the COM District shall comply with the requirements of Section 615 and the following standards:

a) Installation – Wall signs shall be installed and mounted in accordance with Section 615.

b) Display area - The sign(s) surface(s) of a sign(s) placed flat against the building wall shall not exceed 65% of the length of the side of the building to which the sign(s) is/are attached. The total area of the sign shall not exceed 10 percent of the total area of the wall to which the sign is to be attached up to a total sign area of 125 square feet. In no case shall a wall sign in the COM District exceed 125 square feet.

c) Location – Wall signs shall be located on or along the wall of the building which faces the street or parking lot and shall not project above the roof line or the cap of parapets of such building whichever is higher. When a building on a corner lot is permitted to have two wall signs, each sign shall be mounted on a separate building frontage and shall be a minimum of 30 feet apart.

d) Multi-tenant buildings – Multi-tenant buildings are permitted to have one wall sign per tenant mounted above the entry to the space occupied by the tenant and not exceeding 30 square feet of display area per tenant. For all wall signs in a multi-tenant building there shall be uniformity in height between the signs for each tenant and all signs shall be installed at the same height along the face of the building.

All monument signs shall be set back a minimum of 15' from the right-of-way of any public street.

viii. All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.

All lighting for the property shall comply with the Jerome Township Zoning Resolution, Section 630, as detailed above in Section j of this text. Maximum height of parking lot and exterior lighting for Sub-Area 2 shall be 30'. Maximum height of parking lot and exterior lighting in Sub-Area 1 shall be 18'. To minimize light pollution, and increase uniformity, all lighting for the development shall meet the standards established in Section 630 of the Jerome Township Zoning Resolution as detailed above in Section j of this text. The developer of each lot shall be required to submit a lighting plan for review and approval of the township as part of the Final Development Plan process.

ix. All exterior architectural design standards, including material, color and styles.

Buildings within the proposed PDC Commerce Park shall meet all of the requirements outlined in Section 445.04 of the Jerome Township Zoning Resolution which states:

445.04 Building and Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the COM District:

1. **Building construction**
   All uses within the COM District shall be housed in permanent structures constructed on solid foundations meeting all applicable requirements for the construction of such structures within the State of Ohio and Union County. Buildings shall be constructed of conventional building materials of a quality equal to or better than buildings in the immediately surrounding area. The use of tents, inflatable buildings, fabric buildings and other such structures for permanent uses shall be prohibited.

2. **Temporary Structures**
   Temporary non-residential structures, such as construction trailers, may be used incidental to construction work on the premises, on adjacent public projects, or during the period while a permanent structure is being constructed. The user of said structure shall obtain a permit for such temporary use from the Township Zoning Inspector, which permit shall be valid for a period of 12 months. Such permit may be renewed by the Zoning Inspector upon a determination of reasonable progress toward the completion of the permanent structure or project. Said temporary structure shall be removed within 10 days of the earlier of; the completion of the construction project, the issuance of an occupancy permit, or the expiration of the temporary use permit.

3. **Building Height**
   The maximum height of all structures in the COM District shall be 45 feet, measured as defined in Section 300 of this Resolution.

4. **Building Design and Orientation on the Lot**
   The following standards apply to the construction of all buildings within the COM District:
   a) Main Entries – All buildings within the COM District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance to each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in building materials, awnings, canopies or other such architectural treatments.
   b) Loading Docks and Loading areas – Loading Docks and loading areas shall not be permitted on the sides of the building that fronts the street. Buildings shall be designed and located on the lot so that Loading Docks and loading areas are at the side or rear of the building.
   c) Blank Walls not permitted – For all buildings in the COM District, blank, featureless exterior walls having a length greater than 2 times the height of the wall shall not be permitted. Buildings shall be designed to break up long expanses of exterior wall through the use of windows, doors, architectural projections, changes in materials, landscaping, or a combination of the above.
   d) Building materials – Buildings in the COM District shall be designed and constructed using similar exterior materials on all four sides of the building (except as noted in 445.04 (4)(a) above).
   e) Rooftop Mechanical Equipment - To minimize the visual impact on adjacent uses and roadways, rooftop mechanical equipment shall be screened from view on all sides through the use of parapet walls, mansard roofs or special enclosures designed to be harmonious with the building. Simple fence enclosures are not permitted on building roofs for any purpose. To avoid the appearance of multiple roof top screens, mechanical units shall be congregated in one location as permissible within the design of an efficient mechanical system. The following exceptions apply to the screening of rooftop mechanical equipment:
      (i) Wind turbines and solar panels specifically designed for rooftop use may be excluded from the screening requirements provided the owner can demonstrate that the screening

of the proposed equipment will interfere with the intended operation or efficiency of the equipment.

Permitted exterior materials include brick, brick veneer, stone, cultured stone, stucco, EIFS, painted metal, and split faced block. In addition to the requirements listed above, buildings within this Planned Development shall comply with the proposed architectural standards of the US 33 Innovation Corridor Overlay District which reads:

Architectural Standards

(A) Purpose and Intent

The purpose of architectural standards is to ensure the exterior of new construction and additions to existing buildings are well designed, detailed, and crafted to embody high standards of architectural design and to ensure the long-term viability of commercial, industrial or mixed-use structures in the township.

(B) Authority to Review

For the purposes of this section, the Zoning Commission shall be authorized to review and make decisions on architectural standards as provided for in Section 519.171 of the Ohio Revised Code.

(C) Architectural Standards for Non-Residential Buildings

The standards in this section shall apply to all nonresidential or mixed-use structures in the district:

(D) General Requirements

1. The maximum height of all structures in the ICOD district shall be ~~(50)~~ 45 feet as identified above.
2. Buildings shall be parallel to the street they front unless an alternate orientation is consistent with existing, adjacent development.
3. Entries – All buildings shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. US 33 shall be considered public right of way and/or street frontage for the purposes of entrance orientation. The main entrance of each building, or to individual tenants of a multi-tenant building, shall be clearly delineated from the rest of the building.
4. Mechanical Equipment Screening - To minimize the visual impact on adjacent uses and roadways, ground mounted mechanical equipment shall be screened from view on all sides through the use of landscaping, free standing walls or enclosures that are consistent with the architectural style and materials of the building. Wind turbines and solar panels are excluded from the screening requirements.

(E) Unified and Consistent Theme

Where there are multiple buildings within a single development, the architectural design of buildings, including freestanding outparcel structures, should be organized around a consistent architectural theme in terms of the character, materials, texture, color, and scale of buildings. Themed restaurants, retail chains, and other franchise- style structures should adjust some aspects of their standard architectural model to be consistent with a development's architectural character.

(F) Building Facades

Building Facades shall comply with the following standards:

1. Blank Walls – Blank building walls facing or visible from public streets shall be prohibited.
2. Building Design and Mass - All elevations of principal buildings that are visible from a public right-of-way shall consist of a base, a body, and a cap.
3. Four-Sided Architecture – While the main entrance to the building is designed to be the focal point, buildings shall be designed and constructed using similar exterior materials and attractive detailing on all four sides of the building.
4. Ornamentation and Offsets - All visible elevations shall include decorative features such as cornices, pilasters, and friezes. Building recesses and protrusions are required on larger buildings to break long uninterrupted building walls:
   a. Front façades 60 feet wide or wider shall incorporate wall offsets of at least two feet in depth (projections or recesses) a minimum of every 40 feet. Each required offset shall have a minimum width of 20 feet.
   b. The following alternatives can be used in place of the required front façade offsets:
      1. Façade color changes following the same dimensional standards as the offset requirements;
      2. Pilasters having a minimum depth of one foot, a minimum width of one foot, and a minimum height of 80 percent of the façade's height; and/or
      3. Roofline changes when coupled with correspondingly aligned façade material changes.
5. Loading Docks and Loading areas – Loading Docks and loading areas shall not be permitted on the side of the building that faces the public right-of-way. Buildings shall be designed and located on the lot so that loading docks and loading areas are at the side or rear of the building. Loading docks should be oriented perpendicular to US 33.

(G) Roofs

1. The height of any sloped roof shall not exceed ½ of the building height.
2. Roofline changes shall include changes in roof planes or changes in the top of a parapet wall, such as extending the top of pilasters above the top of the parapet wall.

   When roofline changes are included on a façade that incorporates wall offsets or material or color changes, roof line changes shall be vertically aligned with the corresponding wall offset or material or color changes.
3. When flat roofs are used, parapet walls with three-dimensional cornice treatments shall conceal them. The cornice shall include a perpendicular projection a minimum of eight inches from the parapet façade plane. Thin parapets that are less than four feet in depth shall not extend more than two feet above the roof unless necessary to conceal mechanical equipment
4. Asymmetric or dynamic roof forms allude to motion, provide variety and flexibility in nonresidential building design, and allow for unique buildings. Asymmetric or dynamic roof forms shall be permitted as an alternative to flat roofs.
5. Roof mounted mechanical equipment - Building walls, parapets, and/or roof systems shall be designed to conceal all roof-mounted mechanical equipment from view from adjacent properties and public rights-of-way. Such equipment shall also be screened from view from any properties that may see the building from above (e.g., if adjacent properties are along higher elevations).

x. A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the Zoning Plan or this zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.

Permitted uses within each sub-area of the development shall be those listed in Section b. above.

xi. Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.

Lots within Sub-area A must be a minimum of 2 acres in size, and must have a minimum of 150' of frontage on Street 'A' or 'B'. Lots around the radius of a cul-de-sac may be permitted a reduction in the minimum lot frontage provided that a minimum of 100' of frontage exists at the front setback line. Lots within Sub-area B must be a minimum of 1.5 acres in size, and must have a minimum of 150' of frontage on Street 'B'. Lots around the radius of a cul-de-sac may be permitted a reduction in the minimum lot frontage provided that a minimum of 100' of frontage exists at the front setback line. Setbacks for each lot, and for the perimeter of the project shall be as identified in section (q)(i) above. The total ground area occupied by all buildings and structures shall not exceed a maximum of 45% of the total area of the lot (Jerome Township Zoning Resolution 445.03(3)). Perimeter setbacks are defined above in Section i of this text.

xii. Accessory uses and/or structure standards and limitations.

Accessory structures, if required to serve the principal permitted use on any lot, shall be permitted for all lots within the development provided that the principal structure and accessory structures do not exceed the maximum lot coverage stated herein. Accessory structures shall meet all other applicable architectural and setback requirements of this text, and applicable requirements of Section 645.01 and 645.02 of the Jerome Township Zoning Resolution which states:

645.01 Accessory Uses and Structures Defined

As used herein, "Accessory Use or Structure" means either a use or an object, building or structure applied, constructed or installed on, above, or below the surface of a lot, which is located on the same lot as a principal use, building, or structure, and which meets the following:

1. Accessory Buildings or Uses are subordinate to or services the principal use, building, or structure.
2. Accessory Buildings or Uses are subordinate in area to the principal use, building, object, or structure.
3. Accessory Buildings or Uses are customarily incidental to the principal use, building, object, or structure.
4. Accessory Buildings or Use includes anything of a subordinate nature detached from, a principal structure or use.
5. Except as otherwise regulated elsewhere in this Resolution, an Accessory Use shall be a permitted use, or an approved conditional use within the District.

6. Swimming pools, detached garages, sheds, hot tubs, sport courts, tennis courts, basketball courts, batting cages, gazebos or other similar structures or detached opened aired structures shall be classified as accessory structures and shall be governed by the regulations of this section.
7. For the purposes of this Resolution decks shall not be considered an accessory structure, however, all decks are required to meet the minimum setback requirements of the lot on which they are constructed and shall require the issuance of a zoning certificate prior to construction.
8. At-grade patios directly abutting a principal structure shall not be classified as accessory structures.

645.02 Accessory Uses and Structures Permitted

Accessory uses or structures may be permitted provided that following requirements are met:

1. No more than 2 accessory uses or structures shall be permitted on lots larger than 0.5 acres in a residential zoning district. On residential lots smaller than 0.5 acres no more than 1 accessory use or structure shall be permitted.
2. Accessory uses or structures shall not be constructed prior to the start of construction of the principal use or structure.
3. A Zoning Certificate shall be required prior to the erection, addition, or alteration of an accessory structure or use on any lot.
4. In any Zoning District accessory uses or structures shall be located on the same lot as the principal use or structure and located subject to the development standards of the Zoning District in which it is located.
5. Accessory structures or uses shall be located to the rear of the principal structure and shall be no closer than 10 feet from any part of the principal structure. Accessory uses and structures shall meet all required side and rear yard setback requirements of the applicable zoning district. Accessory uses or structures shall not be located within a recorded easement.
6. Unless otherwise prohibited by lot area coverage requirements, only one (1) storage shed as an accessory structure may be permitted on a residential lot, provided that the area of said storage shed does not exceed 200 square feet of floor area in size. The maximum height of a side wall for any storage shed shall not exceed eight (8) feet and the exterior peak height shall not exceed fourteen (14) feet. A storage shed shall have an exterior which is compatible in appearance to the principal structure on the lot. This includes, but is not limited to materials, colors, texture, and roof types.
7. Any accessory use or structure in any zoning district shall have an exterior which is complimentary in materials to the principal building on the parcel or lot. This includes, but is not limited to materials, colors, texture, and roof types. No temporary accessory structures such as tents, tarps, fabric covered structures, etc. shall be used for storage or permitted within any district.
8. No commercial uses shall be conducted within an accessory structure unless otherwise approved as part of a permitted Limited or Expanded Home Occupation, defined by Section 635, an approved conditional use permit, or commercial/industrial zoning request.
9. Permanently mounted basketball posts may be considered a permitted accessory use in any residential district provided that such pole is maintained in good repair and meets all of the required setbacks of the lot on which it resides. Temporary, or movable, basketball posts may be considered a permitted accessory use in any residential district accept that the use of such post shall be prohibited within the public right-of-way.
10. Accessory structures in excess of 200 square feet of floor area in size shall be subject to review and approval by the Zoning Inspector and shall have a permanent frost-free foundation as required by the Union County Building Code.
11. Excluded, to be as defined above.

The requirements for the outdoor storage of materials shall meet the requirements of Section 445.05 of the Jerome Township Zoning Resolution, except as detailed within this application, and with the following exception:

- *The outdoor storage area for Sub-Area B, Lot 1 shall be permitted to exceed the maximum 35% of lot area as required by Section 445.05(2) provided all other requirements of this Section will be met.*

Section 445.05 of the Jerome Township Zoning Resolution states:

445.05 Standards for Outdoor Storage Areas

The outdoor storage of materials, equipment and merchandise in the COM District shall meet the following standards:

1. **Location**
   Areas used for the outdoor storage of materials, equipment, and merchandise shall not encroach into any required front, side or rear building setback for the COM District. Outdoor storage and the required perimeter screening shall not be permitted to extend closer to the right-of-way, or both rights-of-ways in the case of corner lots, than the front 1/3 of the side of the primary building perpendicular to the right of way as shown in Appendix 2.

2. **Maximum Lot Area**
   The maximum lot area devoted to the outdoor storage of materials, equipment and merchandise for all uses shall not exceed 35% of the size of the lot on which the use is located.

3. **Height**
   Materials, equipment and merchandise being stored outdoors shall not exceed a maximum height of 14' from the existing grade to the top of the materials being stored. For the purposes of this definition existing grade shall be defined as the general grade of the lot or area where the materials are being stored and shall not be construed to permit a total of 14' or storage from the top of a mound, ramp or other structure within that lot or area.

4. **Materials**
   The outdoor storage of hazardous, dangerous, flammable or chemical materials or any other materials or equipment that could present a hazard to the health, safety and welfare of the public or provide an attractive nuisance shall be stored according to the following:
   a) Such materials shall be stored in a secure location within a lockable area.
   b) Chemicals being stored outdoors shall be in approved containers in good condition and shall meet all applicable requirements of OSHA, OEPA and all other governmental authorities having jurisdiction over such materials.

5. **Screening and Buffering**
   Areas used for the outdoor storage of materials, equipment, and merchandise shall be screened from view in accordance with the following standards:

   a) Perimeter Screening– Outdoor storage areas shall be entirely screened from view on all sides through the use of the following:
      (i) A combination of a continuous minimum 3 foot high earthen mound and completely opaque masonry walls, in accordance with section 625 of this Resolution and deciduous shade trees planted at a maximum of 40' on center similar to buffer type 'A' shown in Appendix 1. Said walls shall be a minimum of 7 feet in height and not exceed 12 feet in height, as measured from the top of mound to the top of wall.
      (ii) A combination of a continuous minimum 3 foot high earthen mound and a continuous planting of evergreen trees and deciduous shade trees planted on top of the mound and

staggered or spaced to achieve 100% screening of the outdoor storage within 5 years of the time of planting similar to buffer type 'B' shown in Appendix 1. Evergreen trees shall be a minimum of 6 feet in height at the time of planting.

xiii. Open space area, uses and structures, including proposed ownership and sample controlling instruments.

There are no public or community open spaces being developed with this application. The only applicable open space for this development will be contained within the perimeter setbacks and landscape buffers established for this development.

xiv. Any other regulatory area or matter deemed necessary or relevant by the Zoning commission.

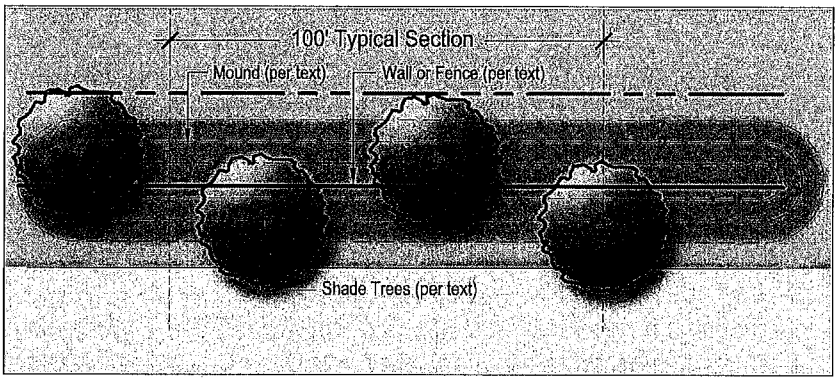
None applicable.

xv. The Regulation Text should contain the following provision: All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution.

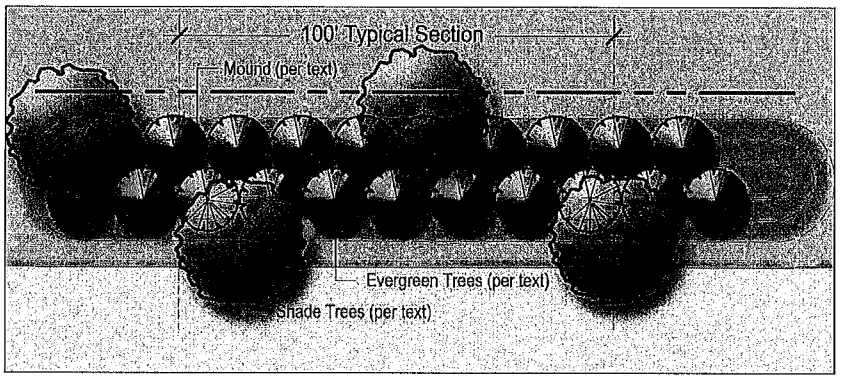
All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution.

705 Appendix 1 – Buffer Diagrams

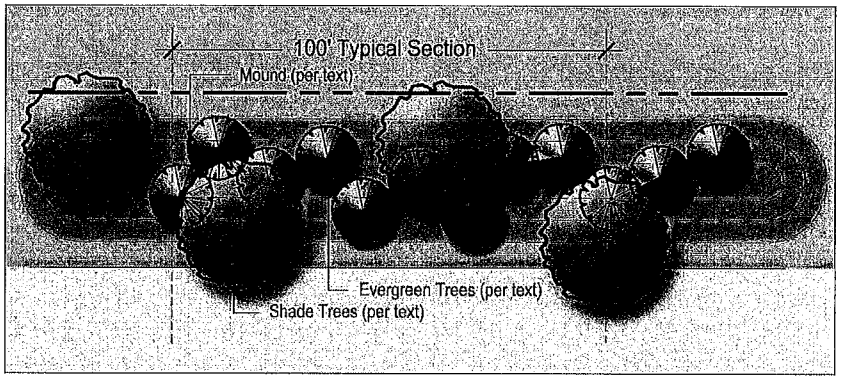
The following Buffer Diagrams provide a representative example of the required screening and buffering referenced within each zoning district. The following diagrams shall serve as a guide while the requirements of the individual zoning districts within the resolution shall govern the height of the mounding, size and spacing of the plant materials and opacity of screening required.



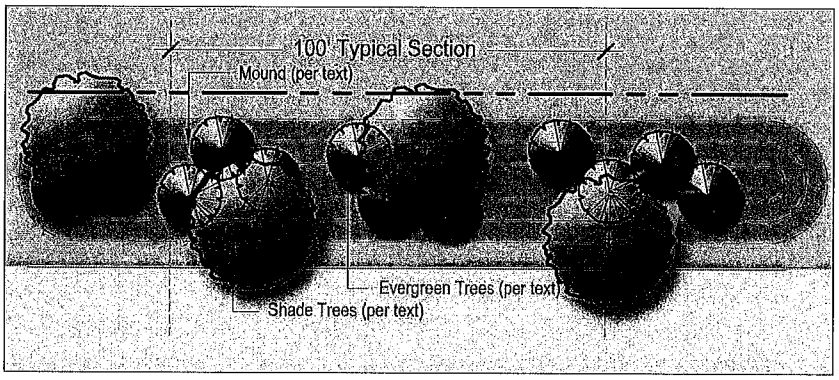
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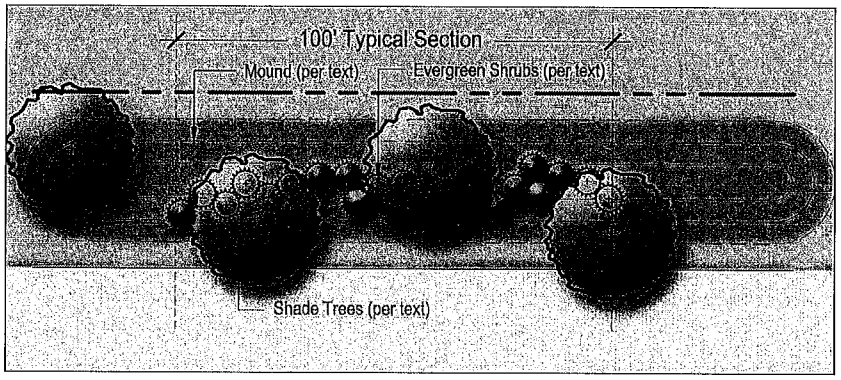
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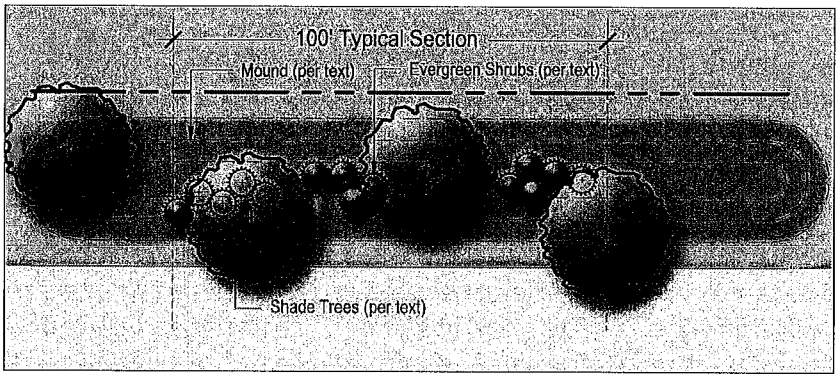
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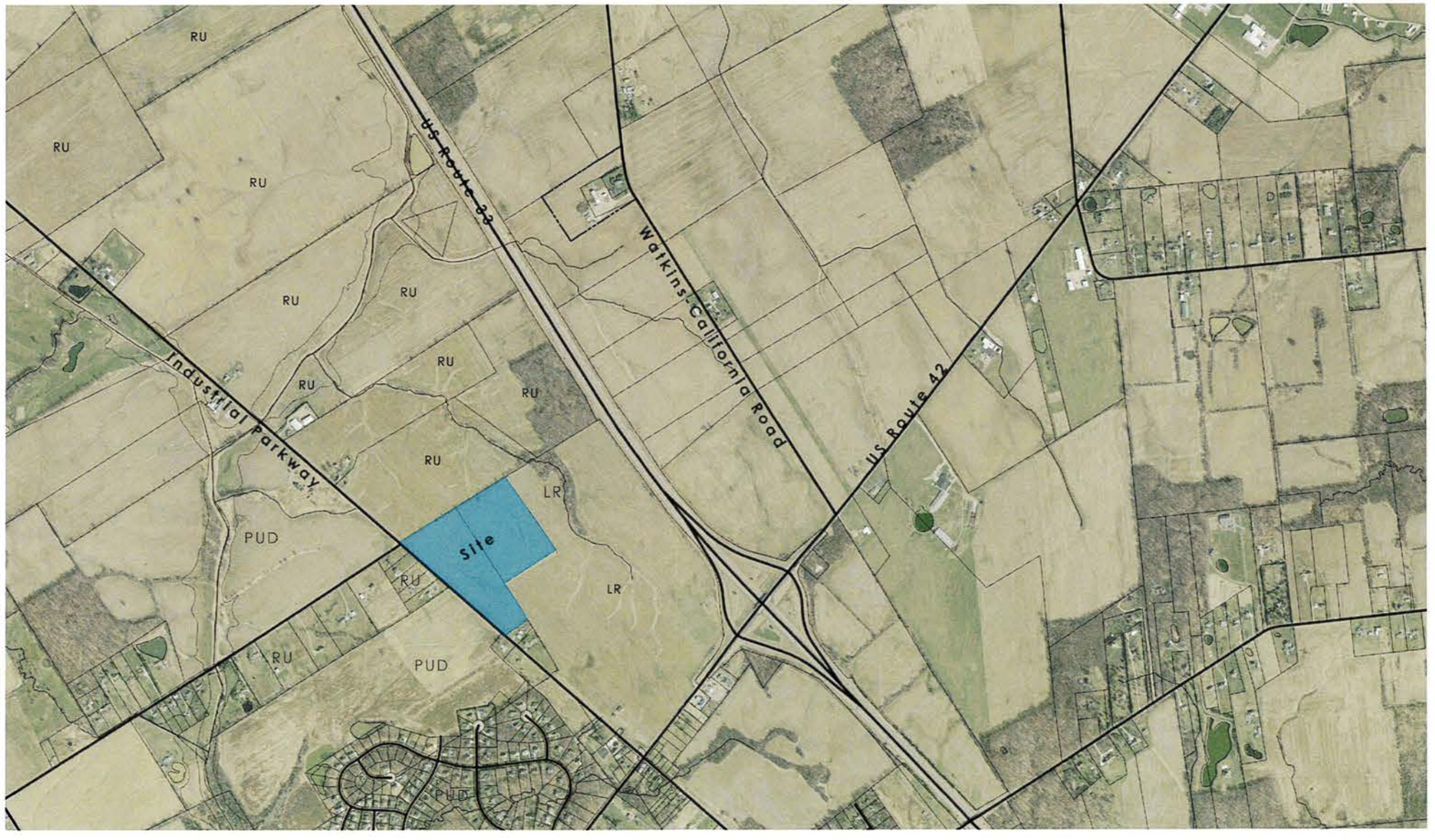
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Buffer Type 'F'



PDC Commerce Park - Exhibit A Regional Context

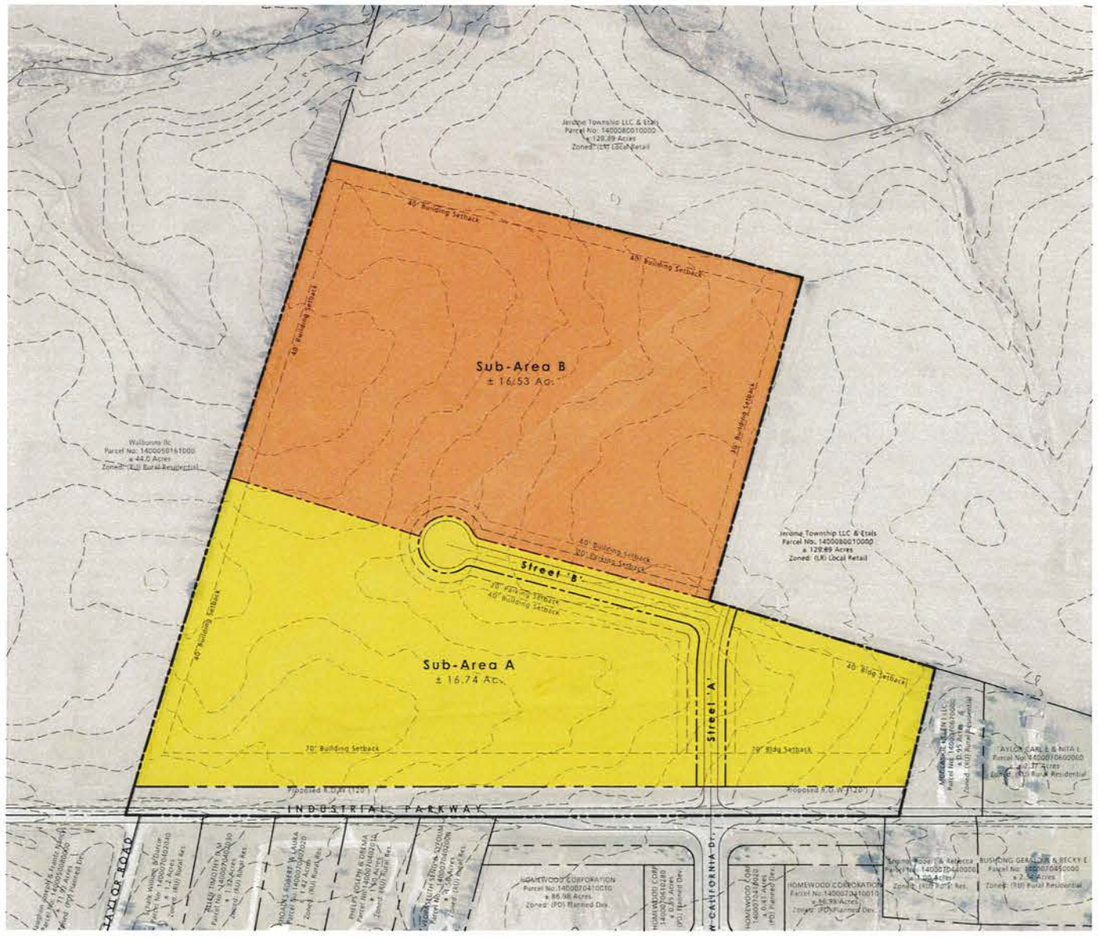
Jerome Township, Ohio March 25, 2019

0 500 1000 N

Parks Drilling

G2 Planning Urban Design Landscape Architecture
Planning + Design
Ph: 614.583.9210
Web: www.g2planning.com


Jerome Township LLC & Etals
Parcel No: 1400080010000
± 129.89 Acres
Zoned: (LR) Local Retail
Existing tree row to be preserved
Collins Randy J & Jane A Trustees
Parcel No: 1400060190000
± 116.75 Acres
Zoned: (RU) Rural Residential
Wellsboro Rc
Parcel No: 1400050161000
± 44.0 Acres
Zoned: (RU) Rural Residential
Jerome Township LLC & Etals
Parcel No: 1400080010000
± 129.89 Acres
Zoned: (LR) Local Retail
Collins John Trustee
Parcel No: 1400072610000
± 18.00 Acres
Zoned: (RU) Rural Residential
INDUSTRIAL PARKWAY
HOMEWOOD CORPORATION
Parcel No: 1400070410010
± 85.59 Acres
Zoned: (PD) Planned Dist



Site Data:

Gross Acreage:	± 35.52 Acres
- Industrial Parkway ROW (120')	± 2.25 Acres
Net Acreage	± 33.27 Acres

Sub-Area Data:

(A) Office and Limited Industrial	± 16.74 Ac.
(B) Industrial	± 16.53 Ac.

PDC Commerce Park - Exhibit C Sub-Area Plan

Jerome Township, Ohio March 25, 2019

0 100 300 N

Parks Drilling

G2 Planning Urban Design Landscape Architecture
Planning + Design
Ph: 614.333.3230
Web: www.g2planning.com



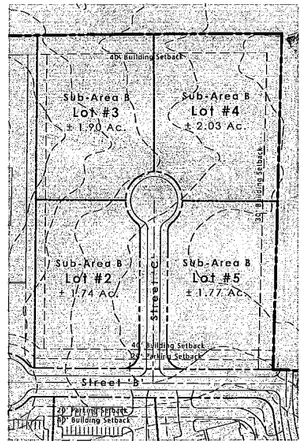
Site Data:

Gross Acreage:	± 35.52 Acres
- Industrial Parkway ROW (120')	± 2.25 Acres
Net Acreage	± 33.27 Acres

CODED LAYOUT & MATERIALS NOTES

KEY	ITEM	REFERENCE	NOTES
1	BUSINESS PARK ENTRY SIGN	A EXF	SEE DETAIL A, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE
2	INDIVIDUAL MONUMENT SIGN	B EXF	SEE DETAIL B, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE

NOTE:
THE INDIVIDUAL LAYOUT OF EACH LOT SHOWN HERE IS PROVIDED TO ILLUSTRATE THE INTENT OF THE DEVELOPMENT AND IS CONCEPTUAL IN NATURE. FINAL LAYOUT OF BUILDINGS, PARKING, STORMWATER, AND LANDSCAPING WILL VARY BASED UPON FINAL BUYER OF EACH LOT AND FINAL ENGINEERING. EACH INDIVIDUAL LOT DEVELOPER SHALL BE REQUIRED TO SUBMIT A FINAL DEVELOPMENT PLAN FOR REVIEW AND APPROVAL OF THE TOWNSHIP TO INCLUDE SITE PLANS, LANDSCAPING, AND ARCHITECTURE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ZONING AND SECTION 500 OF THE JEROME TOWNSHIP ZONING RESOLUTION



Sub-Area B - Lot 2 Alternate Layout

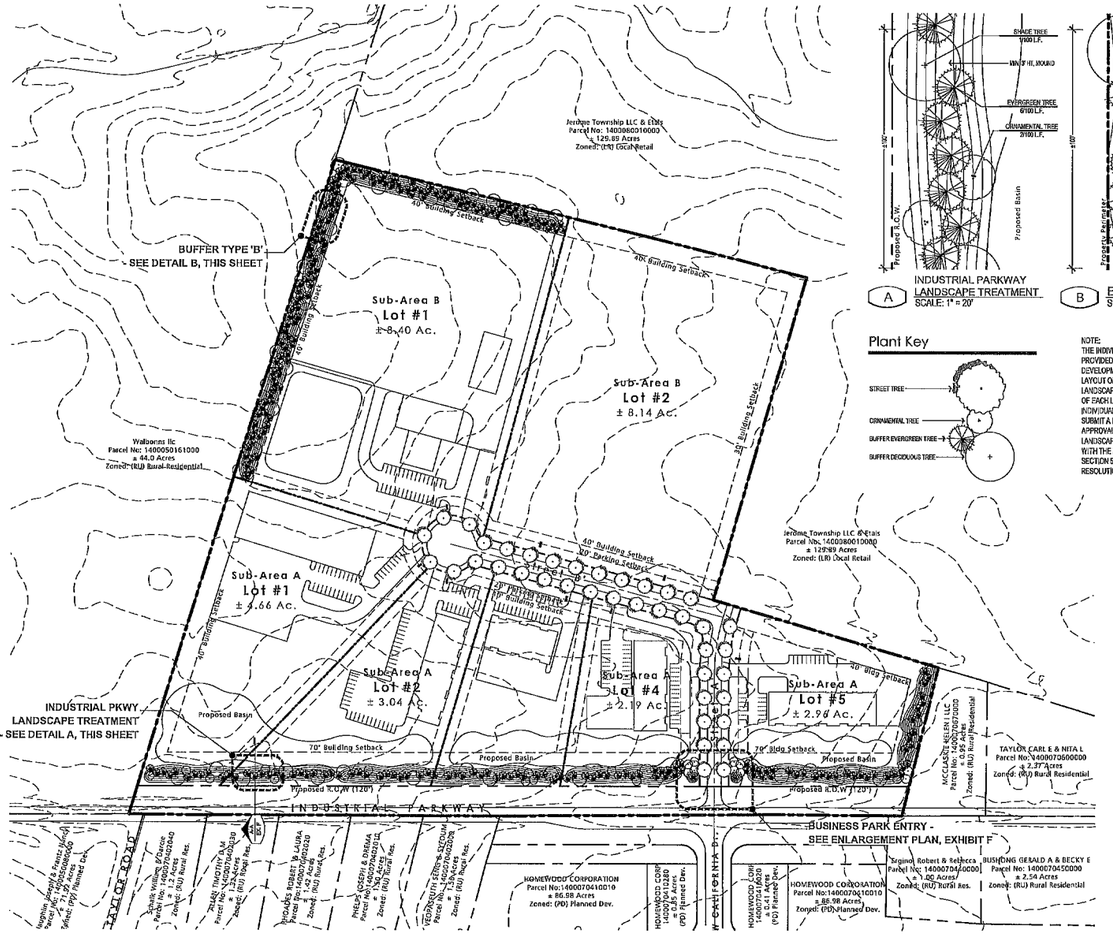
PDC Commerce Park - Exhibit D Zoning Plan

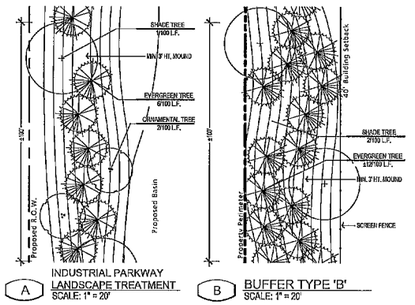
Jerome Township, Ohio March 25, 2019

0 100 300

Parks Drilling

G2 Planning Urban Design Landscape Architecture Planning + Design
Ph: 614.503.9230
Web: www.g2planning.com





A INDUSTRIAL PARKWAY LANDSCAPE TREATMENT
SCALE: 1" = 20'

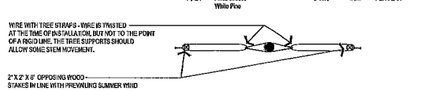
B BUFFER TYPE 'B'
SCALE: 1" = 20'

Plant Key

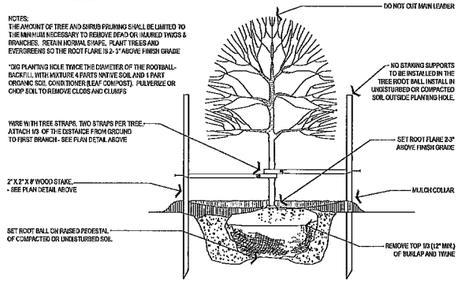
NOTE:
THE INDIVIDUAL LAYOUT OF EACH LOT SHOWN HERE IS PROVIDED TO ILLUSTRATE THE INTENT OF THE DEVELOPMENT AND IS CONCEPTUAL IN NATURE. FINAL LAYOUT OF BUILDINGS, PARKING, STORMWATER, AND LANDSCAPING WILL VARY BASED UPON FINAL BUYER OF EACH LOT AND FINAL ENGINEERING. EACH INDIVIDUAL LOT DEVELOPER SHALL BE REQUIRED TO SUBMIT A FINAL DEVELOPMENT PLAN FOR REVIEW AND APPROVAL OF THE TOWNSHIP TO INCLUDE SITE PLANS, LANDSCAPING, AND ARCHITECTURE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ZONING AND SECTION 930 OF THE JEROME TOWNSHIP ZONING RESOLUTION

CONCEPTUAL PLANT LIST

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES					
AC WB	Acer saccharum 'Wright Brothers' Wright Brothers Sugar Maple	2" CAL.	B&B	AS SHOWN	Match Form
CE XM	Celtis x'Magnifica' Magnifica Hackberry	2" CAL.	B&B	AS SHOWN	Match Form
CL KE	Cladrastis kentuckea American Yellowwood	2" CAL.	B&B	AS SHOWN	Match Form
GI PR	Gingko biloba 'Princeton Sentry' Princeton Sentry Ginkgo	2" CAL.	B&B	AS SHOWN	Match Form
LI MO	Liquidambar styraciflua 'Moraine' Moraine Sweetgum	2" CAL.	B&B	AS SHOWN	Match Form
NY SY	Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2" CAL.	B&B	AS SHOWN	Match Form
PL AC	Platanus x acerifolia 'Bloodgood' Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	Match Form
QU RU	Quercus rubra Red Oak	2" CAL.	B&B	AS SHOWN	Match Form
QU BI	Quercus bicolor Swamp White Oak	2" CAL.	B&B	AS SHOWN	Match Form
TA DI	Taxodium distichum Baldcypress	2" CAL.	B&B	AS SHOWN	Match Form
UL AC	Ulmus x 'Morton' Accolade Elm	2" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES					
AM GR	Amelanchier x 'Autumn Brilliance' Autumn Brilliance Serviceberry	2" CAL.	B&B	AS SHOWN	Match Form
CA NF	Crataegus crus-galli var. 'J.F.R.3078' Native Flame® American Hawthorn	2" CAL.	B&B	AS SHOWN	Match Form
CE CA	Cercis canadensis Eastern Redbud	2" CAL.	B&B	AS SHOWN	Match Form
CR WK	Crataegus viridis 'Winter King' Winter King Hawthorn	2" CAL.	B&B	AS SHOWN	Match Form
MA SN	Malus 'Snowdrift' Snowdrift crabapple	2" CAL.	B&B	AS SHOWN	Match Form
EVERGREEN TREES					
AB CO	Abies Concolor White Fir	6' HT.	B&B	PER PLAN	
PI AB	Picea abies Norway Spruce	6' HT.	B&B	PER PLAN	
PI GL	Picea glauca White Spruce	6' HT.	B&B	PER PLAN	
PI DE	Picea glauca 'Densata' Black Hills Spruce	6' HT.	B&B	PER PLAN	
PI OM	Picea omorika Serbian Spruce	6' HT.	B&B	PER PLAN	
PI ST	Pinus strobus White Pine	6' HT.	B&B	PER PLAN	



STAKING PLAN DETAIL



A DECIDUOUS TREE
SCALE: 1/2" = 1'-0"

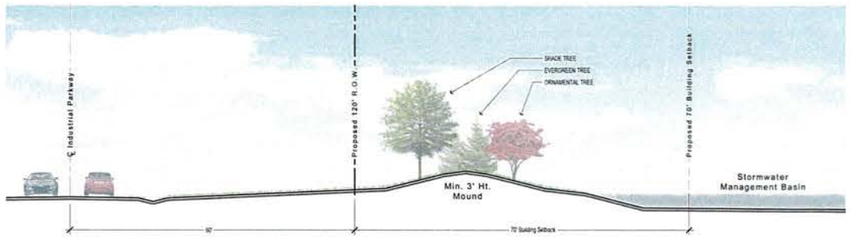
PDC Commerce Park - Exhibit E Landscape Plan

Jerome Township, Ohio March 25, 2019

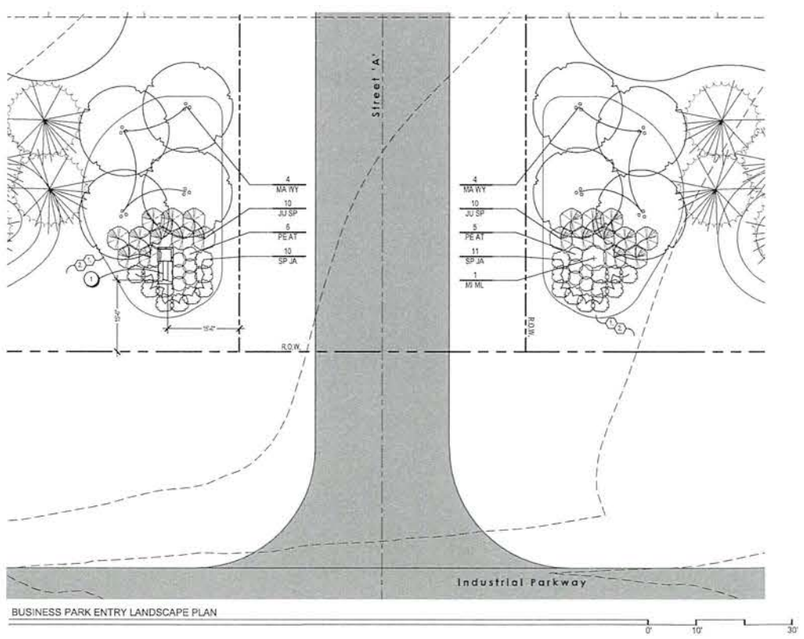
0 100 300 N

Parks Drilling

G2 Planning Urban Design Landscape Architecture
Planning + Design
Ph: 614.583.9230
Web: www.g2planning.com



BUFFER SECTION A-A



BUSINESS PARK ENTRY LANDSCAPE PLAN

PLANT LIST (Contractor is responsible for verifying quantities and providing all plant material shown on plan)

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
SMALL / ORNAMENTAL TREES					
MA IVY	Malus 'Donald Wyman' / Donald Wyman Crabapple	2" CAL.	B&B	AS SHOWN	Match Form
FLOWERING / DECIDUOUS SHRUBS					
SP JA	Spirea japonica 'Gadmound' / Gadmound Spirea	24" HT.	#3 Cont.	Plant @ 24" O.C.	
EVERGREEN SHRUBS					
JU SG	Juniperus chinensis 'Sea Green' / Sea Green Juniper	30" HT.	#5 Cont.	Plant @ 4.5' O.C.	
GRASSES, PERENNIALS, GROUNDCOVERS, & VINES					
MI ML	Miscanthus sinensis 'Morning Light' / Morning Light Maiden Grass	-	#3 Cont.	Per Plan	
PE AT	Perovskia atriplicifolia / Russian Sage	-	#2 Cont.	Plant @ 30" O.C.	
		-			

PLANT LABEL KEY: $\frac{1}{KEY}\left(\frac{QUANTITY}{CODE}\right)$

CODED LANDSCAPE NOTES

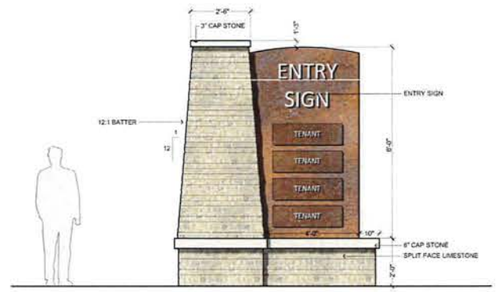
1. TURF
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH; POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

NOTE: FIELD VERIFY LOCATION AND DEPTHS OF ALL UTILITIES. HAND EXCAVATE ALL PLANTING PITS

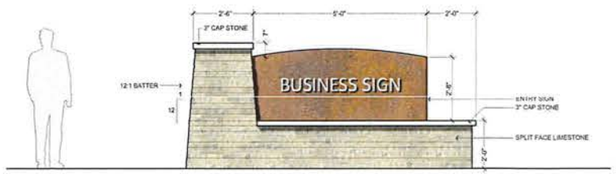
ADDITIONAL PLANTING NOTES
1. ALL GROUNDCOVERS AND PERENNIALS TO BE PLANTED DURING THE SPRING PLANTING WINDOW. FALL GROUNDCOVER AND PERENNIAL PLANTINGS WILL NOT BE ACCEPTED. COORDINATE PLANTING TIMES WITH OWNERS REPRESENTATIVE TO INCREASE SUCCESS OF GROUNDCOVER AND PERENNIAL PLANTINGS

CODED LAYOUT & MATERIALS NOTES

KEY	ITEM	REFERENCE	NOTES
1	BUSINESS PARK ENTRY SIGN	A EX.F	SEE DETAIL A, THIS SHEET FINAL LOCATION AND TEXT SUBJECT TO CHANGE
2	INDIVIDUAL MONUMENT SIGN	B EX.F	SEE DETAIL B, EXHIBIT F FINAL LOCATION AND TEXT SUBJECT TO CHANGE



A BUSINESS PARK ENTRY SIGN
SCALE: 1/2" = 1'-0"



B INDIVIDUAL MONUMENT SIGNS
SCALE: 1/2" = 1'-0"

PDC Commerce Park - Exhibit F Landscape Details

Jerome Township, Ohio March 25, 2019

Parks Drilling

G2 Planning Urban Design Landscape Architecture Planning + Design
Ph: 614.502.9230
Web: www.g2planning.com





LOCATION MAP
NO SCALE

SCALE: 1" = 80'
0 80 160 240
GRAPHIC SCALE

SITE DATA TABLE

EXISTING PROPERTY USE:	AGRICULTURAL
PROPOSED PROPERTY USE:	MIXED DEVELOPMENT
EXISTING ZONING:	RU - RURAL RESIDENTIAL
ADJACENT ZONING NORTH:	LR - LOW DENSITY RESIDENTIAL
ADJACENT ZONING SOUTH	RU/PD - RURAL RESIDENTIAL / PLANNED DEVELOPMENT
ADJACENT ZONING EAST	LR - LOW DENSITY RESIDENTIAL
ADJACENT ZONING WEST:	RU - RURAL RESIDENTIAL
PARKS DRILLING SITE	------
FUTURE DEVELOPMENT:	------

SITE LAYOUT DATA:

PROPOSED DRIVE AISLE WIDTH:	24'
PROPOSED PARKING STALL:	9' x 18' (S.F.)

FLOOD ZONE:
PROPERTY IS WITHIN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) PER FLOOD INSURANCE RATE MAP, PANEL 390, UNION COUNTY, OHIO AND INCORPORATED AREAS, MAP NO. 39159C0390D (MAP REVISED DATE: DECEMBER 16, 2008)

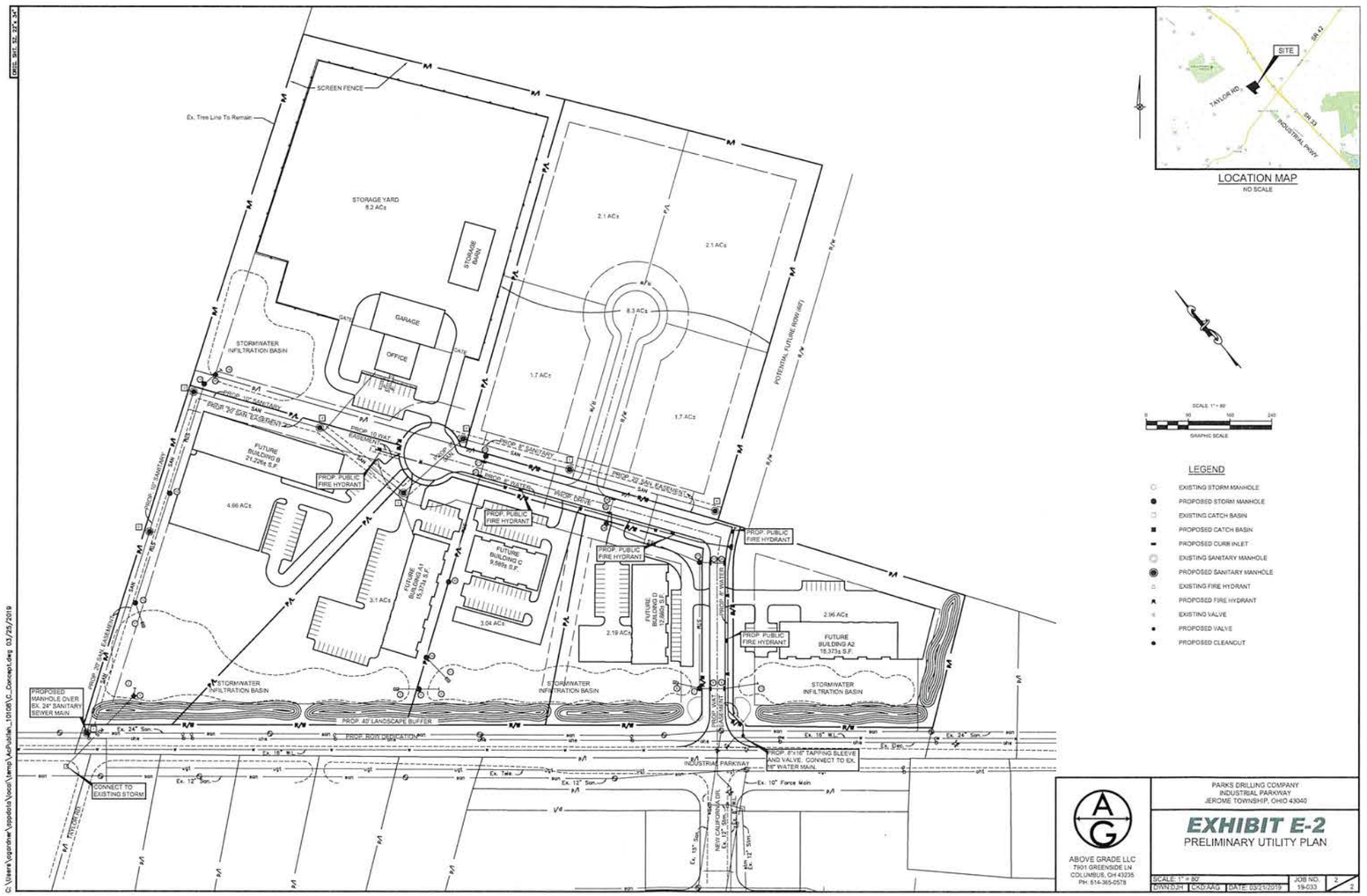
ABOVE GRADE LLC
7901 GREENSIDE LN
COLUMBUS, OH 43235
PH: 614-365-0578

PARKS DRILLING COMPANY
INDUSTRIAL PARKWAY
JEROME TOWNSHIP, OHIO 43040

EXHIBIT E-1
PRELIMINARY SITE PLAN

SCALE: 1" = 80'	JOB NO.	
DWN:DJH CAD:AMG DATE: 03/21/2019	19-033	1 / 2

C:\Users\vgoodner\appdata\local\temp\AcPublish_10108\C_Concept.dwg 03/25/2019



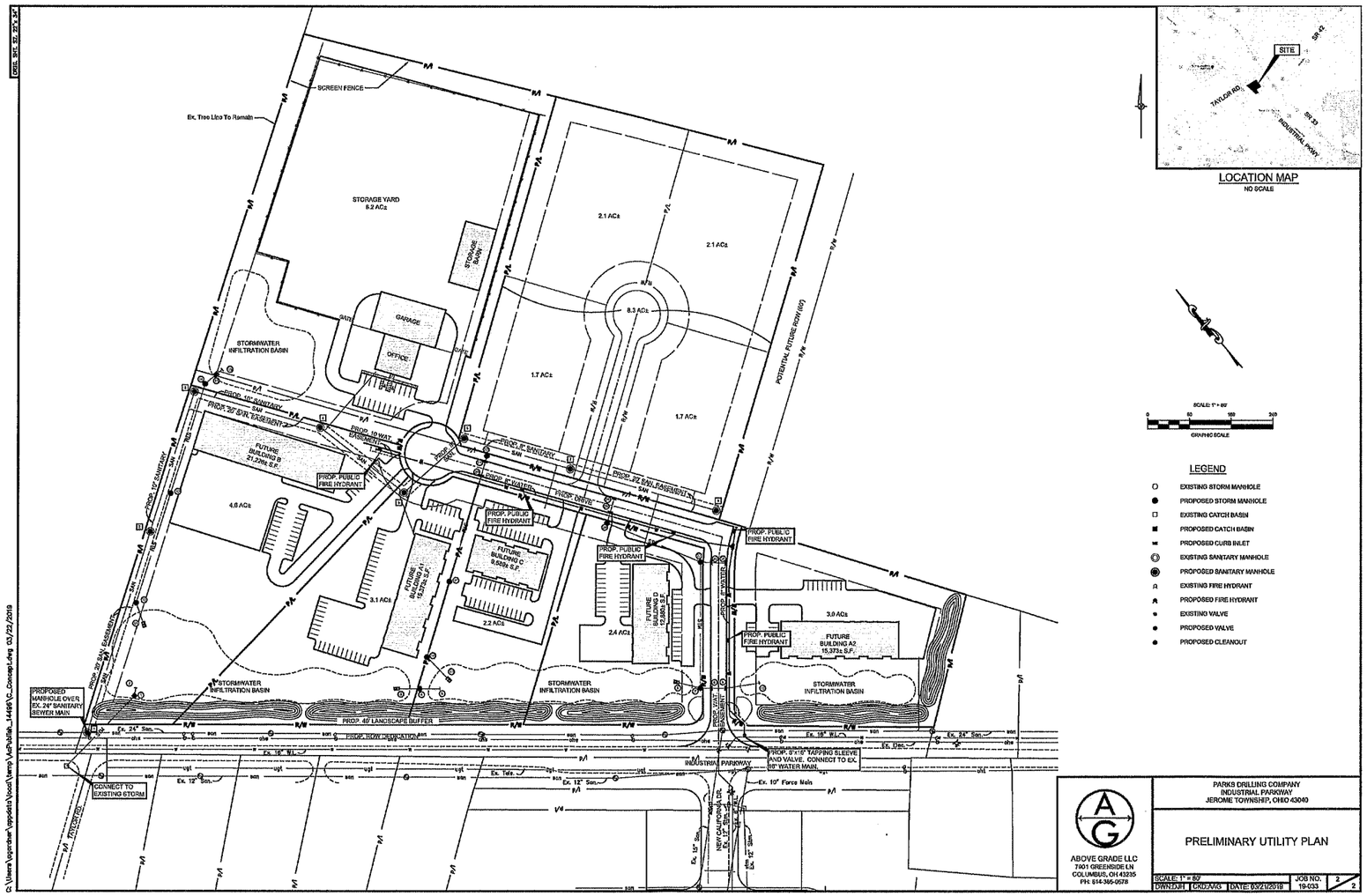
C:\Users\cpgardner\Appdata\Local\Temp\AcPublish_10108\C_Concept.dwg 03/25/2019

ABOVE GRADE LLC
7901 GREENSIDE LN
COLUMBUS, OH 43235
PH: 614-365-0578

PARKS DRILLING COMPANY
INDUSTRIAL PARKWAY
JEROME TOWNSHIP, OHIO 43040

EXHIBIT E-2
PRELIMINARY UTILITY PLAN

SCALE: 1" = 80'			JOB NO.	2
DWN: DJH	CKD: AAG	DATE: 03/21/2019	19-033	2



C:\Users\ggardner\appdata\local\temp\AcPublish_14496\C_Concept.dwg 03/22/2019

ABOVE GRADE LLC
7901 GREENSIDE LN
COLUMBUS, OH 43235
PH: 614-365-0578

PARKS DRILLING COMPANY
INDUSTRIAL PARKWAY
JEROME TOWNSHIP, OHIO 43040

PRELIMINARY UTILITY PLAN

SCALE: 1" = 80'
DWN:DJH | CKD:AAG | DATE: 03/21/2019 | JOB NO. 19-033 | 2/2

Staff Report – Lark Ravine

Applicant:	**Romanelli & Hughes, Inc.** c/o Jim Ohlin 148 West Schrock Road Westerville, OH 43081 johlin@rh-homes.com **EMH&T** c/o Patricia Brown, PE 5500 New Albany Road Columbus, OH 43054 pbrown@emht.com
Request:	Approval of Lark Ravine – Preliminary Plat. ***This Plat was tabled during the November 2025 LUC Executive Committee meeting.***
Location:	Located along Mitchell-Dewitt Road, just east of the Waterford Estates subdivision in Jerome Township, Union County.

Staff Analysis:	This Preliminary Plat involves 18.02 acres of land and proposes ~~**23**~~ 22 single-family residential lots. Acreages: ○ 3.10 acres in right-of-way ○ 9.29 acres in single-family residential lots ○ 5.63 acres in open space Proposed utilities: ○ City of Marysville public water service ○ City of Maryville public sanitary waste disposal • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in an email dated 11-05-25, **and updated comments in an email dated 12-08-25**. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) 1. The variance to allow a permanent dead end street at Fox Field Path—located in the Farm at Indian Run subdivision to the north—was approved. 2. The layout and design of the lots, streets, and other improvements ~~is ***not***~~ **are** approved. ~~**There**

~~**is an issue with driveway access spacing. There is 360' of spacing required from any existing access drive. EMH&T was notified about this.**~~

~~**3. Sheet 1: The Danhof property is labeled as 3.2 acres, but a split has resulted in 2.19 acres.**~~

4. Easements should be labeled.

~~**5. Delineation between Larkspur Lane and Finch Hollow should be shown.**~~

- **Union County Soil & Water Conservation District**
  - In emails dated 11-05-25 **and 11-26-25**, the District advised it had no comments.
- **Union County Health Department**
  - The Health Department submitted comments in emails dated 11-03-25 and 11-10-25. **Some** of the submitted comments are listed below and summarized for reference (Please refer to email for all comments).
    1. The Health Department provided a list of properties (5) where public sewer/water can reasonably be accessed.
       - The Health Department requests easements be extended within Lark Ravine up to the adjacent properties (5). **The Health Department confirmed it is requiring the easements but not installation of any actual utility lines within those easements.**
       - ~~***LUC Staff is seeking clarification from the Health Department: Whether the Health Department requires the subdivider to install sewer/water lines within the easements or to just provide the easements.***~~
    2. The Health Department requires preservation or rerouting of any known or unknown/encountered subsurface drainage lines within the development.
  - 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 11-04-25 **and 11-26-25**. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
    1. ~~**Locate proposed waterline outside the existing and future right-of-way along Mitchell-Dewitt. Provide and label a 20' Utility Easement flanking the right-of-way.**~~
    2. Provide and label a 10' Utility Easement flanking the right-of-way for all proposed waterlines within the proposed development. **Specifically, the middle loop around Open Space Reserve D.**
    3. The applicant reached-out to the City to possibly provide water and sanitary service to the adjacent property (Parcel: 1700260181000). Provide a sanitary alignment and easement on how this property will be served.
    4. The City provided its preferred easement language.
    5. **Straighten-out the Utility Easement along Mitchell-Dewitt Rd. Provide and label (with dimensions) a 30' Utility Easement flanking the right-of-way.**

- **Jerome Township**
  - Jerome Township submitted comments in a letter dated 10-27-25, an email dated 11-03-25, and a letter dated 11-26-25. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. The proposed Preliminary Plat generally complies with the Preliminary Development Plan. An approved Detailed Development Plan is required prior to establishment of any uses or construction of improvements and in order to provide written notice of zoning compliance at the time of Final Plat approval.
    2. The applicant is advised that care is required in order to avoid conflicts between landscaping requirements and utility easement needs.
    3. ~~**Sheet 1: Remove the Note about measurement of front yard setback.**~~
    4. ~~**Front setbacks should follow the curve of any right-of-way line including on corner lots.**~~

- **ODOT District 6**
  - In an email dated 12-01-25, ODOT advised it had no comments.

- **Union Rural Electric (URE)**
  - URE submitted comments in a letter dated 10-28-25. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. URE easement requirements are 20'. Actual location on lots can be located within a 10' easement if adjacent to additional easements or right-of-way for ingress/egress totaling 20'.
    2. Sheet 6: URE is planning to install electric service in the front of lots within this subdivision.
    3. Sheet 6: URE requires an easement in the front lots of all 23 lots.
    4. Sheet 6: URE requires an easement in the front of Reserves A, B, and C for service to the development.

	5. URE provided a drawing which depicts the easements it requires and their general locations. • **LUC Regional Planning Commission** 1. Easements for water and sewer must be a minimum of 20' and 10' for other utilities (§313, 12.; §414). 2. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.). 3. On the Final Plat, please add information about the variance that reads, "Variance from sections 401; 403; 408, 3.; 572; and 573 to allow removal of the connection to the Farm at Indian Run at Fox field Path and to allow Fox Field Path to terminate in a permanent dead end street (Approved 05-07-2025; Resolution Number 25-199)." 4. 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.). 5. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330).

Staff Recommendations:	Staff recommends ***CONDITIONAL APPROVAL*** of Lark Ravine – Preliminary Plat with the ***conditions*** that all comments/modifications from LUC and reviewing agencies, related to the 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:	*Options for action:* ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ◦ *Table (if requested)*

Engineers, Surveyors, Planners, Scientists

Transmittal

TO:	FROM:	
Bradley Bodenmiller Director LUC Regional Planning Commission 10820 State Route 347 East Liberty, Ohio 43319 (937) 666-3431	**Name:**	Patricia Brown
	Date:	November 20, 2025
	Job No.:	20250565
	Subject:	Lark Ravine Preliminary Plat

We are sending via: ☒ Courier ☐ U.S. Mail ☐ UPS ☐ Email attachment

☐ Sharefile ☐ Other online file storage: _____

The following items: ☒ Copies ☐ Originals ☐ CAD Files ☒ PDFs ☐ [Other]

Copies	Number of sheets	Description / Filenames
14	9	Preliminary Plat – Full Size
1	5	Preliminary Plat Application
1	52	DRAFT – Residential Deed Restrictions
1	1	Utility Feasibility Summary
1	8	Approved Variance Documentation
1	1	Soil Clarification Letter
1	1	Statement of Development
1	6	Approved Development Zoning Text
1	-	Additional Fee Check #133597 - $300
1	-	USB Drive with Submitted Documents

These are transmitted as checked below:

☒ For Approval ☐ For Your File ☐ As Requested ☐ For Review and Comment

☐ For Execution/Signatures ☐ [Other]

Remarks:

If you should have any questions or need additional information, please do not hesitate to contact me directly at (614) 775-4396 or via email at pbrown@emht.com.

THIS IS NOT A SUBSTITUTE FOR THE ELECTRONIC RELEASE FORM, which must be signed prior to the transfer of any digital information externally.

For EMH&T: Patricia A. Brown

Patricia A. Brown, PE
Senior Project Manager/Associate

J:\20250565\Correspondence\Transmittals\2025-11-20-LarkRavine-LUC-PrePlat-Submittal-LOT.docx
If enclosures are not as noted, kindly notify us at once

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
LARK RAVINE
2025

BENCH MARKS
(NAVD 1988)

BM#19 — Mag spike in the north side of a wooden utility pole located on the south side of Mitchell Dewitt Road being the first pole (95 feet) west of the driveway to 8240.

Elev = 943.85

BM#20 — Chiseled "X" on the east rim of a sanitary manhole located 465 feet north of Mitchell Dewitt Road and 240 feet east of Waterford Way, being behind residence 8230 Waterford Way.

Elev = 956.87

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. THE TRIBUTARY AREAS FOR THIS PROJECT ACCUMULATE AND DISCHARGE TO U.S. ROUTE 33 DITCH.

PROPOSED POND
BASINS 01, 02, & 03 WILL BE USED FOR STORMWATER MANAGEMENT PURPOSES. THE PONDS & OUTLET ARE ON DITCH MAINTENANCE.

WATER QUALITY
WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED STORMWATER MANAGEMENT BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC000006.

FLOODPLAIN
THE LARK RAVINE 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 LARK RAVINE IS TO BE OWNED AND MAINTAINED BY LARK RAVINE 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
LARK RAVINE WAS ZONED PD, APPROVED JUNE 3, 2025 (RES 25-038).

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 573, TO ALLOW FOR REMOVAL OF THE FOX FIELD PATH CONNECTION TO LARK RAVINE (APPROVED 5-7-2025).

VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 408.3 TO ALLOW A PERMANENT DEAD END STREET (APPROVED 5-7-2025).

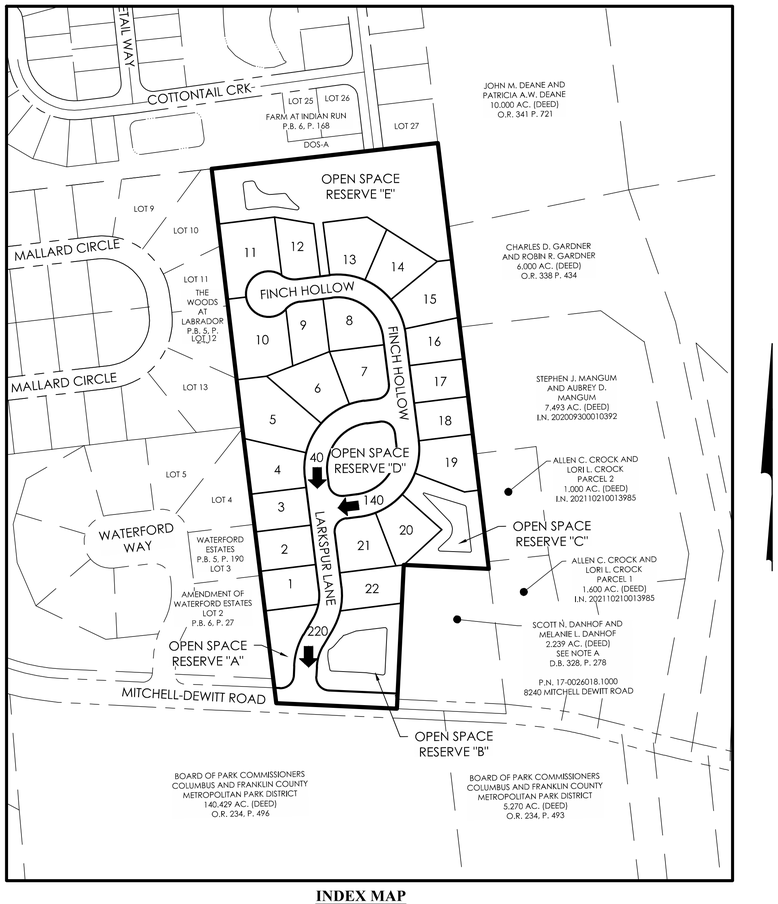
GENERAL DEVELOPMENT SUMMARY	
TOTAL AREA (ACRES)	18.02
Open Space	5.63
Right-Of-Way	3.10
Lots	9.29
NUMBER OF LOTS (100'X140' MIN)	22
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	1.22
SETBACKS	
Front Yard	25'
Rear Yard	30'
Side Yard	7.5'

NOTE A:
Proposed Lot Split Gross Acreage is 2.239 Ac.

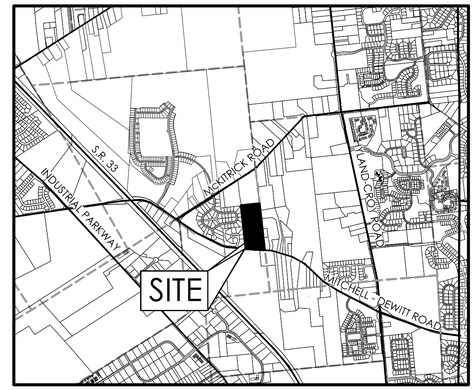
STANDARD CONSTRUCTION DRAWINGS
The Standard Construction Drawings listed on these plans are to be considered a part thereof.

Union County	City of Columbus	ODOT	City of Marysville
Dwg. No. 3	2319	BP-3.1	WTR-01
Dwg. No. 5		CB-1.1	WTR-02
Dwg. No. 7		CB-1.2	WTR-03
Dwg. No. 11		CB-2.1	WTR-06
		CB-2.2	WTR-07
		MH-1.2	WTR-08
			WTR-09

BOUNDARY SURVEY DATE: 9-20-2024



INDEX MAP
Scale: 1" = 200'



LOCATION MAP
NO SCALE

SHEET INDEX

Title Sheet	1
Typical Sections & Details	2
Existing Conditions Plan	3
Preliminary Plat	4
Preliminary Grading Plan	5
Composite Utility Plan	6
Street Profiles	7
Post Development Tributary Area Map	8
Erosion & Sediment Control Plan	9

ENGINEER
EMH&T, Inc.
Patricia A. Brown, PE
5500 New Albany Road
Columbus, OH 43054
Tel: (614) 775-4396
Email: pbrown@emht.com

SURVEYOR
EMH&T, Inc.
Matthew J. Kirk, PE
5500 New Albany Road
Columbus, OH 43054
Tel: (614) 775-4500
Email: mkirk@emht.com

DEVELOPER/OWNER
Romanelli & Hughes
Attn: Jim Ohlin
148 W. Schrock Road
Building E, Suite 105
Westerville, OH 43081
Tel: (614) 891-2042

OHIO811.org Before You Dig

GRAPHIC SCALE
0 100 200 400
1 inch = 200 feet

REVISIONS

MARK	DATE	DESCRIPTION

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR
LARK RAVINE
TITLE SHEET

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 800.759.3648
emht.com

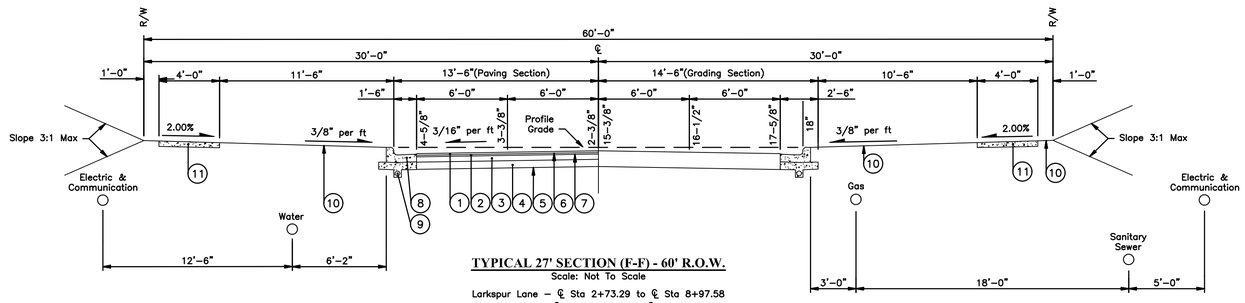
DATE
NOVEMBER 20, 2025

SCALE
As Noted

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2025-0565

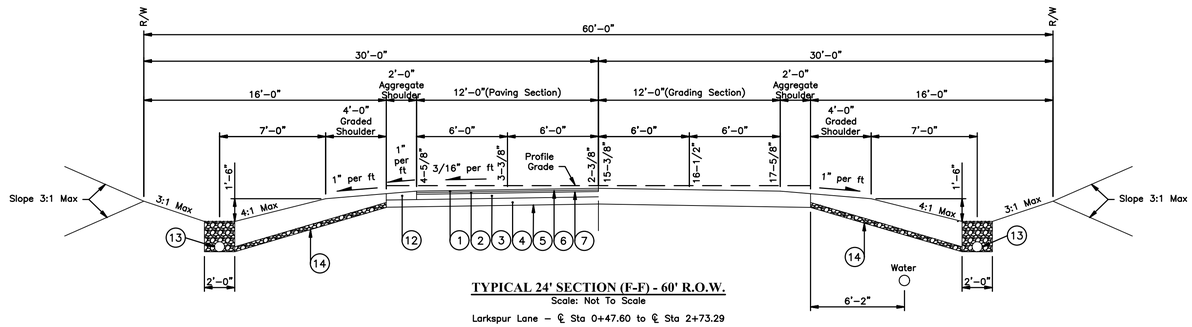
SHEET
1/9

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TYPICAL 27' SECTION (F-F) - 60' R.O.W.
Scale: Not To Scale

Larkspur Lane – ℄ Sta 2+73.29 to ℄ Sta 8+97.58
Finch Hollow – ℄ Sta 0+49.00 to ℄ Sta 9+28.35



TYPICAL 24' SECTION (F-F) - 60' R.O.W.
Scale: Not To Scale

Larkspur Lane – ℄ Sta 0+47.60 to ℄ Sta 2+73.29

PAVEMENT LEGEND

1. ITEM 441 – 1-1/4" ASPHALT CONCRETE SURFACE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
2. ITEM 441 – 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
3. ITEM 301 – 6" BITUMINOUS AGGREGATE BASE
4. ITEM 304 – 4" CRUSHED AGGREGATE BASE
5. ITEM 204 – SUBGRADE COMPACTION
6. ITEM 407 – TACK COAT FOR INTERMEDIATE COURSE (0.075 GAL/SY)
7. ITEM 408 – PRIME COAT (0.50 GAL/SY)
8. ITEM 609 – COMBINATION CURB AND GUTTER (PER UNION COUNTY STD DWG 07)
9. ITEM 605 – 4" PIPE UNDERDRAIN
10. ITEM 659 – SEEDING AND MULCHING
11. ITEM 608 – 4" CONCRETE WALK
12. ITEM 411 – 3" STABILIZED CRUSHED AGGREGATE
13. ITEM 605 – 8" PIPE UNDERDRAIN
14. ITEM 605 – AGGREGATE DRAINS AT 50' INTERVALS PER UNION COUNTY STD DWG 10

SN=3.71

Note:
All utility location dimensions shown here in this section are typical and final locations may vary per plan.

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR
LARK RAVINE
TYPICAL SECTIONS & DETAILS

EMHT
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Phone: 614.775.4500 Toll Free: 888.775.3648
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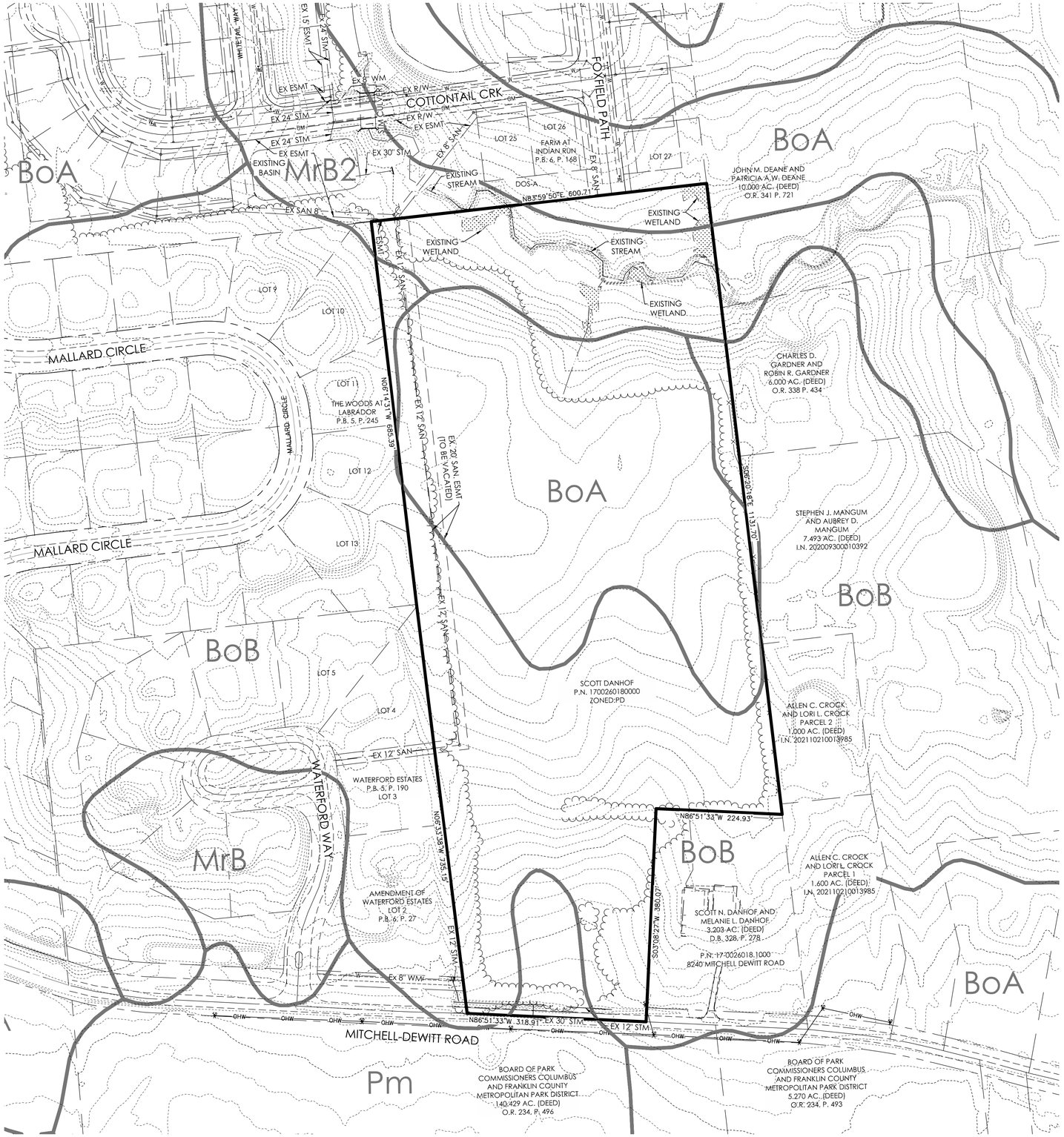
DATE
NOVEMBER 20, 2025

SCALE
None

JOB NO.
2025-0565

SHEET
2/9

J:\2025\0565\Dwg\04Sheets\Preliminary Plat\2 Typical Sections & Details.dwg, Last Saved By: jmilligan, 11/20/2025 10:28 AM Last Printed By: Milligan, Jonathan, 11/20/2025 10:29 AM (No Xref(s))



Soil Legend:

BoA:	BLOUNT SILT LOAM, 0 TO 2 PERCENT SLOPES
BoB:	BLOUNT SILT LOAM, 2 TO 4 PERCENT SLOPES
MrB2:	MORLEY SILT LOAM, 2 TO 6 PERCENT SLOPES MODERATELY ERODED
MrB:	MORLEY SILT LOAM, 2 TO 6 PERCENT SLOPES
Pm:	PEWAMO SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES

Note:

Existing topographic survey information per field survey completed on 9/20/2025.

GRAPHIC SCALE

0 50 100 200

1 inch = 100 feet

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR

LARK RAVINE

EXISTING CONDITIONS PLAN

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Phone: 614.775.4500 Toll Free: 888.775.3648
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DATE
NOVEMBER 20, 2025

SCALE
1" = 100'

JOB NO.
2025-0565

SHEET
3/9

N:\2025\0565\Data\CAD\Sheets\Preliminary Plat\3 Existing Conditions Plan.dwg, Last Saved By: jmillions, 11/20/2025 9:15 AM, Last Plotted By: Millions, Jonathon, 11/20/2025 9:29 AM, (No Xrefs)

GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	18.02
Open Space	5.63
Right-Of-Way	3.10
Lots	9.29
NUMBER OF LOTS (100'X140' MIN)	22
DENSITY (UNITS/ACRE)	
Gross (# Units/Total Area)	1.22
SETBACKS	
Front Yard	25'
Rear Yard	30'
Side Yard	7.5'

GRAPHIC SCALE

0 25 50 100

1 inch = 50 feet

JOHN M. DEANE AND PATRICIA A.W. DEANE 10.000 AC. (DEED) O.R. 341 P. 721 ZONING: RU

CHARLES D. GARDNER AND ROBIN R. GARDNER 6.000 AC. (DEED) O.R. 338 P. 434 ZONING: RU

STEPHEN J. MANGUM AND AUBREY D. MANGUM 7.493 AC. (DEED) I.N. 202009300010392 ZONING: RU

ALLEN C. CROCK AND LORI L. CROCK PARCEL 2 1.000 AC. (DEED) I.N. 202110210013985 ZONING: RU

ALLEN C. CROCK AND LORI L. CROCK PARCEL 1 1.600 AC. (DEED) I.N. 202110210013985 ZONING: RU

SCOTT N. DANHOF AND MELANIE L. DANHOF 3.203 AC. (DEED) D.B. 328, P. 278

P.N. 17-0026018.1000
8240 MITCHELL DEWITT ROAD
ZONING: RU

LOT 27 ZONING: PD

LOT 26 DOS-A ZONING: PD

LOT 25

S06°20'18"E 310.42' | 153.18' N06°20'18"W | 110.20' N06°20'18"W | 100.00' N06°20'18"W | 100.00' N06°20'18"W | 148.83' N06°20'18"W | S06°20'18"E 209.07'

N83°59'50"E 600.71'

35.59' S83°39'38"W

157.89' N57°10'54"W

158.84' N51°08'47"E

N83°39'42"E 39.28'

S68°52'28"E 140.00'

224.83' N86°51'33"W

137.12' N47°47'43"E

140.00' N47°56'42"W

61.06' N57°10'54"W

S23°43'57"W 145.74'

117.11' S83°26'22"W

94.06'

S06°33'38"E 140.00'

140.00' N06°33'38"W

104.40' N79°51'40"W

165.00' S83°26'22"W

155.00' N06°26'40"W

150.28' S83°26'22"W

147.14' N06°14'31"W

S06°14'31"E 200.00'

S06°14'31"E 213.64'

S06°14'31"E 124.61'

S06°33'38"E 30.85'

S06°33'38"E 149.07'

S06°33'38"E 100.00'

S06°33'38"E 105.00'

S06°33'38"E 105.00'

S06°33'38"E 204.65'

S86°51'33"E 14.58'

S06°33'38"E 40.58'

101.45' N03°08'27"E

238.62' N03°08'27"E

40.00' N03°08'27"E

149.75' N20°31'51"W

S86°51'33"E 181.17'

S86°51'33"E 318.91'

S03°08'27"W 100.00'

MITCHELL-DEWITT ROAD

FINCH HOLLOW (60' R/W) (PUBLIC)

190.00' N06°33'38"W

92.50' N06°33'38"W

LARKSPUR LANE (60' R/W) (PUBLIC)

208.09' N06°33'38"W

FINCH HOLLOW (60' R/W) (PUBLIC)

LARKSPUR LANE (60' R/W) (PUBLIC)

OPEN SPACE RESERVE "C" ±0.843 ACRES

OPEN SPACE RESERVE "E" ±2.740 ACRES

OPEN SPACE RESERVE "D" ±0.642 ACRES

OPEN SPACE RESERVE "B" ±1.006 ACRES

OPEN SPACE RESERVE "A" ±0.401 ACRES

Δ=90°00'00" R=150.00' T=150.00 ChD=212.13' L=235.62

Δ=90°00'00" R=150.00' T=150.00 ChD=212.13' L=235.62

Δ=37°21'13" R=150.00' T=50.70 ChD=96.07' L=97.79

Δ=27°39'09" R=150.00' T=36.92 ChD=71.69' L=72.39

1	0.356 Ac.	11	0.576 Ac.
2	0.357 Ac.	12	0.352 Ac.
3	0.340 Ac.	13	0.459 Ac.
4	0.421 Ac.	14	0.405 Ac.
5	0.659 Ac.	15	0.473 Ac.
6	0.486 Ac.	16	0.344 Ac.
7	0.407 Ac.	17	0.330 Ac.
8	0.395 Ac.	18	0.329 Ac.
9	0.349 Ac.	19	0.439 Ac.
10	0.613 Ac.	20	0.399 Ac.
		21	0.421 Ac.
		22	0.376 Ac.

ZONING: PD LOT 10

THE WOODS AT LABRADOR P.B. 5, P. 245 ZONING: PD LOT 11

ZONING: PD LOT 12

ZONING: PD LOT 13

ZONING: PD LOT 4

WATERFORD ESTATES P.B. 5, P. 190 LOT 3 ZONING: PD

AMENDMENT OF WATERFORD ESTATES LOT 2 P.B. 6, P. 27 ZONING: PD

EX. 20' SAN. ESMT (TO BE VACATED)

EX. 20' SAN. ESMT (TO BE VACATED)

0' ESMT/ MENT

REVISIONS

MARK	DATE	DESCRIPTION

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181

PRELIMINARY PLAT FOR

LARK RAVINE

PRELIMINARY PLAT

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Phone: 614.775.4500 Toll Free: 888.775.3648
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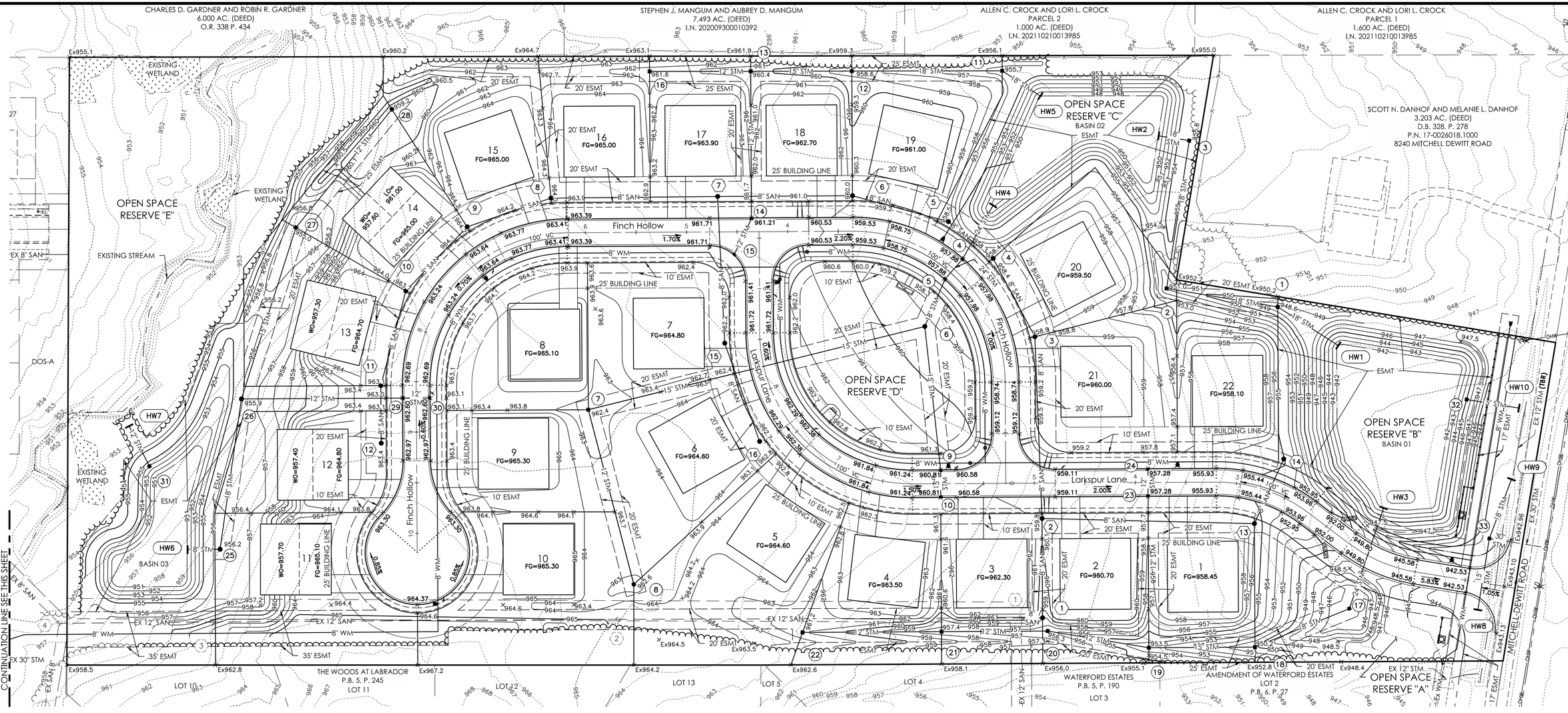
DATE
NOVEMBER 20, 2025

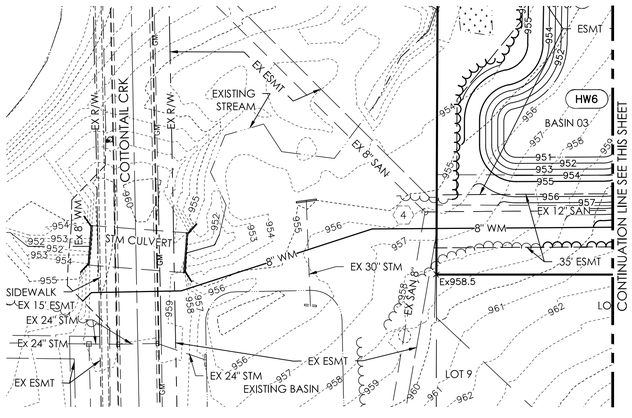
SCALE
1" = 50'

JOB NO.
2025-0565

SHEET
4/9

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LEGEND

- Existing Contours
- Proposed Contours
- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Watermain
- Existing Storm Sewer
- Existing Sanitary Sewer
- Existing Watermain
- Sanitary Sewer Manhole No.
- Existing Sanitary Sewer Manhole No.
- Storm Sewer Structure No.
- Storm Sewer Headwall/End of Pipe/Drain Basin No.
- TBR — To Be Removed

GRAPHIC SCALE
0 25 50 100
1 inch = 50 feet

MARK	DATE	DESCRIPTION
		REVISIONS

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181

PRELIMINARY PLAT
FOR

LARK RAVINE

PRELIMINARY GRADING PLAN

ROMANELLI & HUGHES

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DATE
NOVEMBER 20, 2025

SCALE
1" = 50'

JOB NO.
2025-0565

SHEET
5/9

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CHARLES D. GARDNER AND ROBIN R. GARDNER
6.000 AC. (DEED)
O.R. 338 P. 434

STEPHEN J. MANGUM AND AUBREY D. MANGUM
7.493 AC. (DEED)
I.N. 202009300010392

ALLEN C. CROCK AND LORI L. CROCK
PARCEL 2
1.000 AC. (DEED)
I.N. 202110210013985

ALLEN C. CROCK AND LORI L. CROCK
PARCEL 1
1.600 AC. (DEED)
I.N. 202110210013985

SCOTT N. DANHOF AND MELANIE L. DANHOF
3.203 AC. (DEED)
D.B. 328, P. 278
P.N. 17-0026018.1000
8240 MITCHELL DEWITT ROAD

OPEN SPACE RESERVE "E"
OPEN SPACE RESERVE "C"
BASIN 02
OPEN SPACE RESERVE "D"
OPEN SPACE RESERVE "B"
BASIN 01
OPEN SPACE RESERVE "A"
BASIN 03

EXISTING WETLAND
EXISTING STREAM
EX 8" SAN
DOS-A
LOT 27

FINCH HOLLOW
LARKSPUR LANE
MITCHELL-DEWITT ROAD

HW1 HW2 HW3 HW4 HW5 HW6 HW7 HW8 HW9 HW10

CONTINUATION LINE SEE THIS SHEET

EXISTING STREAM
COTTONTAIL CRK
STM CULVERT
EX SIDEWALK
EX 15' ESMT
EX 24" STM
EX ESMT
EXISTING BASIN
EX 8" SAN
EX 12" SAN
8" WM
35' ESMT
HW6
BASIN 03
LOT 10
LOT 9
CONTINUATION LINE SEE THIS SHEET

THE WOODS AT LABRADOR
P.B. 5, P. 245
LOT 10
LOT 11
LOT 12
LOT 13
LOT 5
LOT 4
WATERFORD ESTATES
P.B. 5, P. 190
LOT 3
AMENDMENT OF WATERFORD ESTATES
LOT 2
P.B. 6, P. 27

LEGEND

Stm (CB – MH)	Proposed Storm Sewer
San (MH)	Proposed Sanitary Sewer
CP WM FH (Vlv)	Proposed Watermain
ExStm (ExCB – ExMH)	Existing Storm Sewer
SanServ (ExSan – ExMH)	Existing Sanitary Sewer
ExWater Serv (ExVlv – Ex WM – ExFH)	Existing Watermain
(#)	Sanitary Sewer Manhole No.
(#)	Existing Sanitary Sewer Manhole No.
(#)	Storm Sewer Structure No.
(#)	Storm Sewer Headwall/End of Pipe/Drain Basin No.
TBR	To Be Removed

GRAPHIC SCALE
0 25 50 100
1 inch = 50 feet

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR
LARK RAVINE
COMPOSITE UTILITY PLAN

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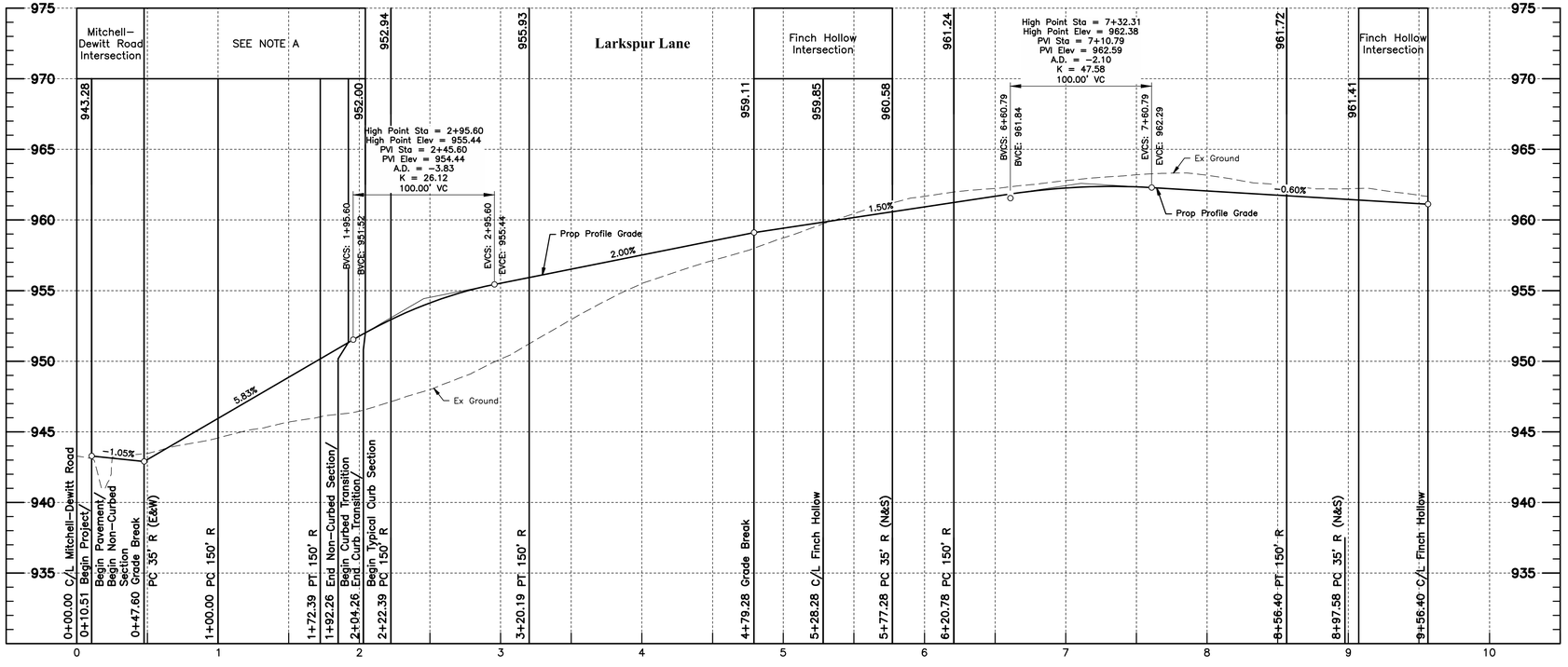
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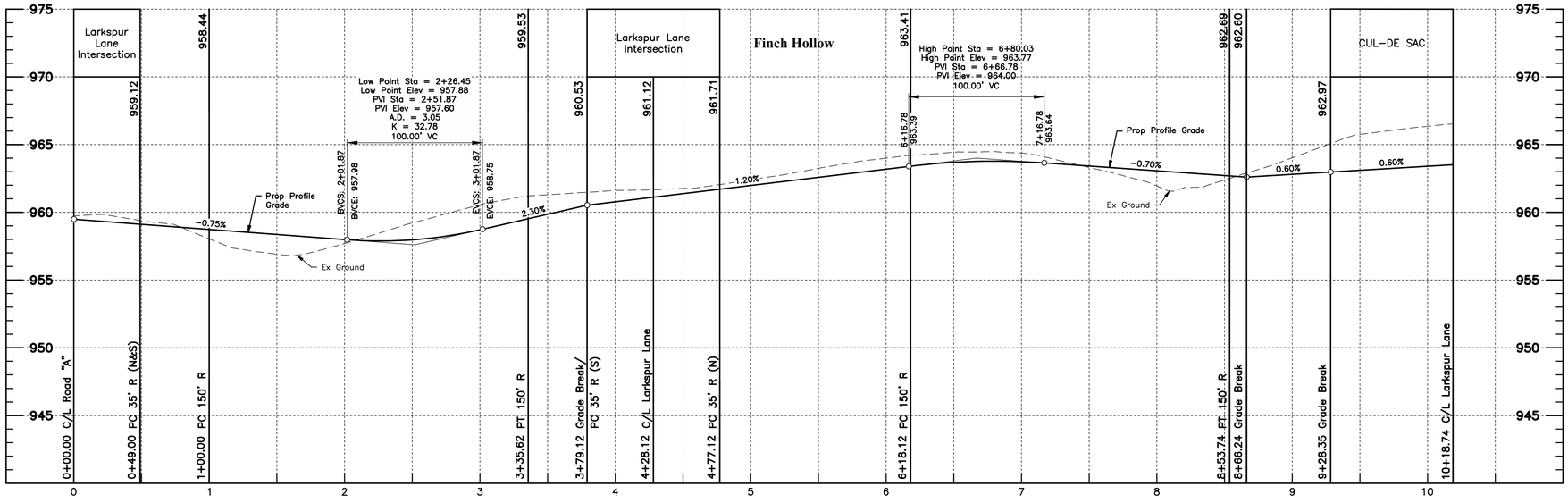
SCALE
1" = 50'

JOB NO.
2025-0565

SHEET
6/9

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NOTE A:
Profile Grade is projected back of curb elevation
Back of Curb = Edge of Pavement + 0.37'

HORIZ 1 inch = 50 Feet (0 25 50 100)
VERT 1 inch = 5 Feet (0 2.5 5 10)

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR
LARK RAVINE
STREET PROFILES

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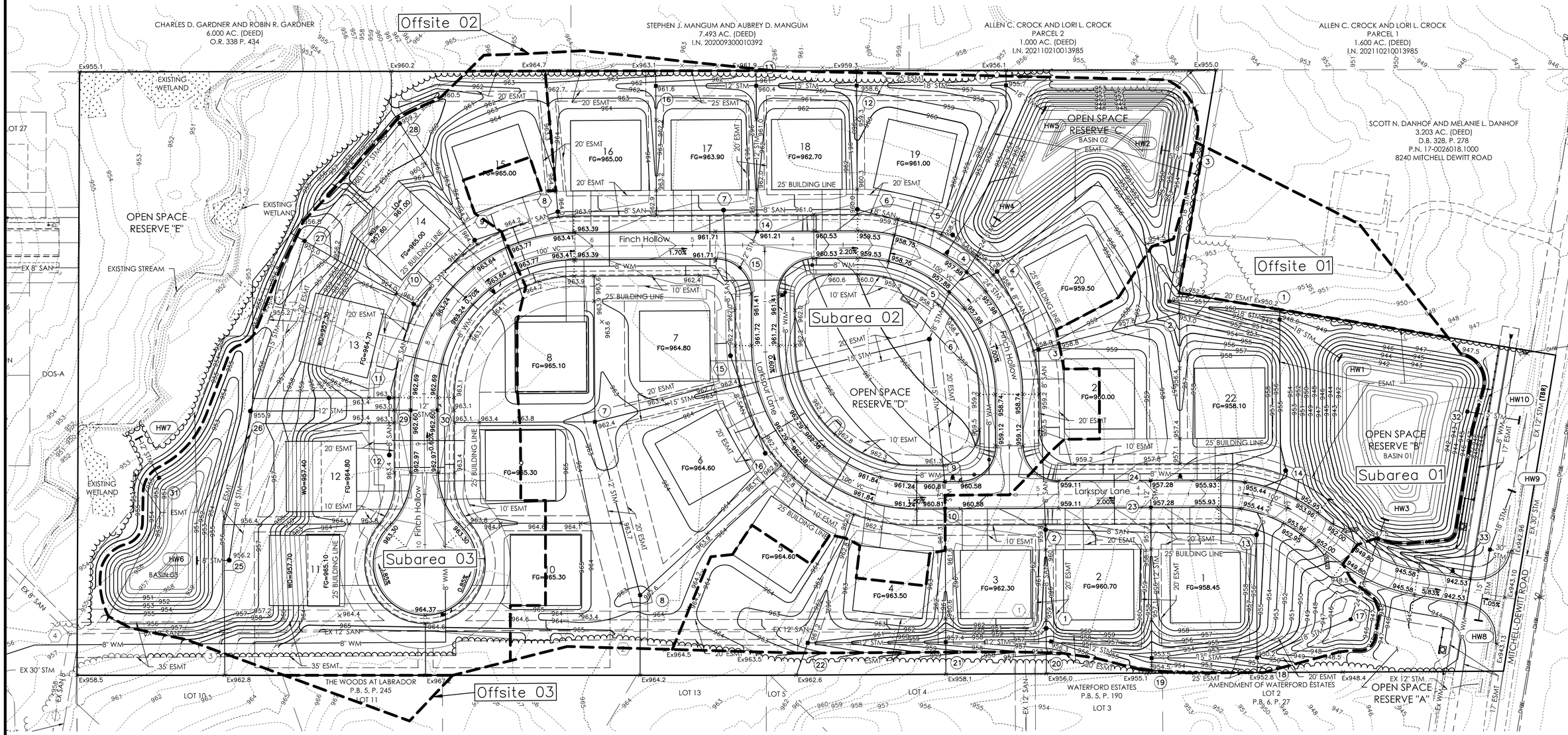
DATE
NOVEMBER 20, 2025

SCALE
Horiz: 1" = 50'
Vert: 1" = 5'

JOB NO.
2025-0565

SHEET
7/9

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GRAPHIC SCALE
0 25 50 100
1 inch = 50 feet

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR

LARK RAVINE

POST DEVELOPMENT TRIBUTARY AREA MAP

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DATE
NOVEMBER 20, 2025

SCALE
1" = 50'

JOB NO.
2025-0565

SHEET
8/9

J:\20250565\Dwg\04Sheets\Preliminary Plat\8 Post Development Tributary Area Map.dwg, Last Saved By: jmilligan, 11/20/2025 9:35 AM Last Printed By: Milligan, Jonathan, 11/20/2025 10:30 AM

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O.R. 338 P. 434

STEPHEN J. MANGUM AND AUBREY D. MANGUM
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I.N. 202110210013985

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1.600 AC. (DEED)
I.N. 202110210013985

SCOTT N. DANHOF AND MELANIE L. DANHOF
3.203 AC. (DEED)
D.B. 328, P. 278
P.N. 17-0026018.1000
8240 MITCHELL DEWITT ROAD

OPEN SPACE RESERVE "E"

OPEN SPACE RESERVE "C"
BASIN 02

OPEN SPACE RESERVE "D"

OPEN SPACE RESERVE "B"
BASIN 01

OPEN SPACE RESERVE "A"

EXISTING WETLAND

EXISTING STREAM

Finch Hollow

Larkspur Lane

25' BUILDING LINE

10' ESMT

20' ESMT

35' ESMT

Silt Fence

HW1 HW2 HW3 HW4 HW5 HW6 HW7 HW8 HW9 HW10

BASIN 03

THE WOODS AT LABRADOR
P.B. 5, P. 245
LOT 11

WATERFORD ESTATES
P.B. 5, P. 190
LOT 3

AMENDMENT OF WATERFORD ESTATES
LOT 2
P.B. 4, P. 27

MITCHELL-DEWITT ROAD

CONTINUATION LINE SEE THIS SHEET

EX SIDE WALK
EX 15' ESMT
EX 24" STM
EX 24" STM
EX ESMT
EX ESMT
EXISTING BASIN
EXISTING STREAM
EX R/W
EX R/W
COTTONTAIL RUN TRAIL
STM CULVERT
EX 8" SAN
EX 8" WM
EX 30" STM
EX SAN
EX 12" SAN
8" WM
35' ESMT
ESMT
Ex958.5
Ex962.8
Ex964.2
Ex964.5
Ex967.2
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 5
LOT 4
LOT 3

LEGEND

- Flow Arrow
- Existing Contours (XX1 / XX5)
- Proposed Contours (XX1 / XX5)
- Limits of Disturbance
- Silt Fence (SF)
- Existing Treeline
- Proposed Treeline
- Stabilized Construction Entrance
- Concrete Washout Area (CWA)
- Curb & Gutter Inlet Protection
- Filter Fabric Inlet Protection

GRAPHIC SCALE
0 25 50 100
1 inch = 50 feet

MARK	DATE	DESCRIPTION
		REVISIONS

ROMANELLI & HUGHES

TOWNSHIP OF JEROME, COUNTY OF UNION, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 7181
PRELIMINARY PLAT
FOR

LARK RAVINE

EROSION & SEDIMENT CONTROL PLAN

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Engineers • Surveyors • Planners • Scientists
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Phone: 614.775.4500 Toll Free: 866.775.5348
emht.com

DATE
NOVEMBER 20, 2025

SCALE
1" = 50'

JOB NO.
2025-0565

SHEET
9/9

J:\2025\0565\Dwg\04Sheets\Preliminary Plat\9 Erosion & Sediment Control Plan.dwg, Last Saved By: jmilligan, 11/20/2025 9:38 AM Last Printed By: Milligan, Jonathon, 11/20/2025 10:30 AM

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, December 8, 2025 1:18 PM
To: Brad Bodenmiller
Subject: RE: Lark Ravine Preliminary Plat - Reviewing agency comments

Sorry for the delay

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, December 5, 2025 8:51 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Lark Ravine Preliminary Plat - Reviewing agency comments

Luke,

Below, you will find the comments you submitted last month that I think are outstanding. Would you please note comments resolved, unresolved, and add any additional comments?

Lake Ravine – Preliminary Plat

- Layout/Design of Lots, Streets, and Other Improvements ***Approved*** or ***Not Approved***?
  - Approved
- Additional Comments from UCE's Office ***Resolved*** or ***Not Resolved?***
  - Title sheet shows the Danhof property as 3.2 acres, but the resulting split results in 2.19 acres. resolved
  - Easements should be labeled – Not resolved
  - Delineation between Larkspur Ln and Finch Hallow should be shown - Resolved

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

November 26, 2025

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

Re.: Lark Ravine – Preliminary Plat

Dear Mr. Bodenmiller,

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

1. The site is currently zoned Planned Development District (PD) in accordance with the provisions of Case #PD24-003, as amended. The proposed preliminary plat generally complies with the preliminary development plan attached to that case. Per Chapter 500 of the Township Zoning Resolution or as otherwise required by law, an approved detailed development plan or similar development plan approval, will be required prior to the establishment of any uses or construction of any improvements, and for a letter of compliance with the applicable zoning regulations to be issued when the final plat is under review. This comment is simply to serve as a reminder.

2. The applicant is advised that they may need to provide required landscaping within areas on certain lots proposed for utility easements by this plat in order to comply with the applicant's approved preliminary development plan. Compliance with this requirement will be determined by the Zoning Commission during the review of the detailed development plan(s) for the development.

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

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

Sincerely,

Eric Snowden

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

Brad Bodenmiller

From: Eric Snowden <esnowden@jerometownship.com>
Sent: Monday, November 3, 2025 10:33 AM
To: Brad Bodenmiller
Cc: Casey Tuck
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Hi Brad,

It just needs to be addressed via approval of the detail development plan for that development. That approval has not happened yet, but the applicant would have the option to request minor deviations from the approved preliminary development plan. It would also be accurate to say that the applicant should take care to avoid conflicts between their required landscaping and any utility easements shown on the proposed plat. You may include this correspondence as an addendum to my previous review letter as I concur it is probably more accurate to state it that way.

This issue has come up several times, but I will convey to the decision-makers and legal counsel that it is creating conflicts between the applicable zoning regulations and the Subdivision Regs. Hopefully that will help for future developments.

Warm regards,

Eric Snowden, AICP
Zoning Inspector/Planning Coordinator
Jerome Township, Union Co.
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614-873-4480

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, November 3, 2025 10:27 AM
To: Eric Snowden <esnowden@jerometownship.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Eric,

I reviewed your letter, and it includes a new note. The note reads, "The applicant is advised that they may need to provide required landscaping within areas on certain lots proposed for utility easements by this plat in order to comply with the applicant's approved preliminary development plan." I don't recall seeing this note previously.

The subdivision regulations prohibit landscaping in utility easements. It is a challenge to provide electric, wastewater, and water services safely on small lots. It would be ideal to avoid zoning plan approvals in conflict with this existing text in the subdivision regulations, but I recognize you do not control this.

It is not possible to remove the required statement from a final plat that reads, "No permanent structures or plantings, etc. shall be permitted in the easement areas." This has been on plats for several decades and is based on safety, provision of efficient government services, etc.

In general, I would imagine a zoning variance for landscaping in conflict with utility placement rather than a variance to the subdivision regulations to permit the placement of landscaping in utility easement areas.

Is it possible for you to adjust your note in a way that advises the applicant it will require care in order to avoid conflicts between landscaping requirements and utility easement needs? As it reads, it seems to disregard the requirement in the subdivision regulations which I do not think is your intent.

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: Eric Snowden <esnowden@jerometownship.com>
Sent: Monday, October 27, 2025 1:01 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Hello Brad,

I forgot one comment on this plat. Please see the attached letter and disregard my previous letter.

Warm regards,

Eric Snowden, AICP
Zoning Inspector/Planning Coordinator
Jerome Township, Union Co.
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614-873-4480

From: Eric Snowden
Sent: Monday, October 27, 2025 12:16 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Hello Brad,

Please see attached.

ES

Eric Snowden, AICP
Zoning Inspector/Planning Coordinator
Jerome Township, Union Co.
9777 Industrial Parkway
Plain City, Ohio 43064
Tel: 614-873-4480

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, October 24, 2025 8:46 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **Lark Ravine – Preliminary Plat**. Paper copies are being delivered/mailed. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of six 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

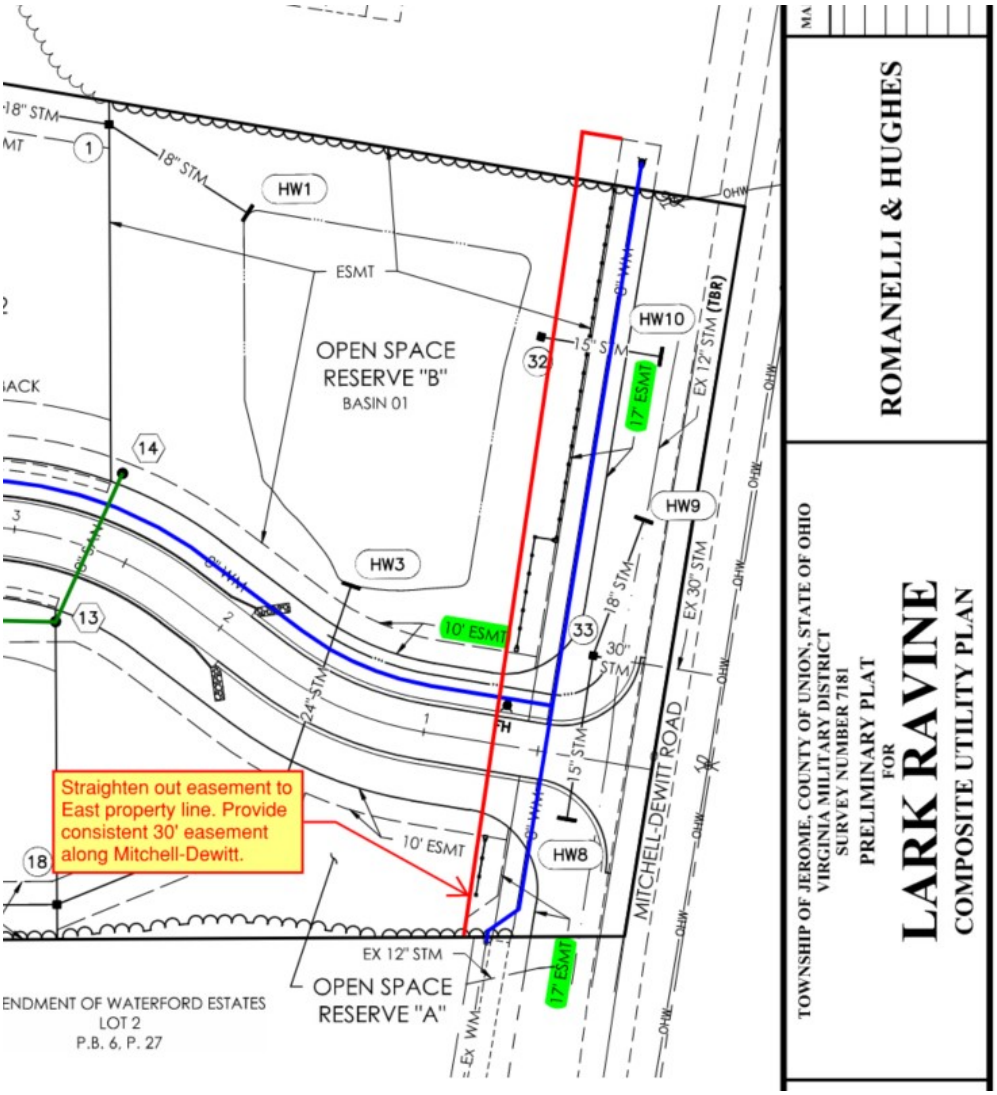
From: Connor Devine <cdevine@marysvilleohio.org>
Sent: Wednesday, November 26, 2025 11:08 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: December LUC Comments - City of Marysville

Hi Brad,

Here are the City's comments for the December LUC meeting.

Lark Ravine - Preliminary Plat

- Please straighten out the Utility Easement along Mitchell-Dewitt. Provide and label (with dimensions) 30' Utility Easement flanking the right-of-way. See the markup included in this email.



- Please provide and label (with dimensions) a 10’ Utility Easement flanking the right-of-way for all proposed waterlines within the proposed development. Specifically the middle loop around Open Space Reserve "D".
- The applicant has reached out to the City to possibly provide water and sanitary service to the adjacent property (Parcel: 1700260181000). Provide a sanitary alignment and easement on how this property will be served.
- Please provide the following Easement Language on the Final Plat: *We the undersigned owners of the within platted land, do hereby grant unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement 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.*

The Courtyards at White Oaks (Ryan Parkway) Phase 2 - Final Plat

- Please provide the following Easement Language: *We the undersigned owners of the within platted land, do hereby grant unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement 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.*

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

Have a Happy Thanksgiving!

Thanks,

Connor Devine, P.E.
Engineer II
City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040

(937) 645-7376 (office)



Brad Bodenmiller

From: Joe Eads <jeads@unioncountyohio.gov>
Sent: Wednesday, November 26, 2025 2:28 PM
To: Brad Bodenmiller
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Yes sir, it's still approved.

Joe Eads
Drainage Maintenance Supervisor
18000 State Route 4, Ste.D
Marysville,OH 43040
937-209-2236
jeads@unioncountyohio.gov
https://www.unioncountyohio.gov/USWCD

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Wednesday, November 26, 2025 2:16 PM
To: Joe Eads <jeads@unioncountyohio.gov>
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Joe,

Just wanting to confirm, is the Preliminary Drainage Plan still approved for **Lark Ravine – Preliminary Plat**? I did not want to assume so, since they updated the Plat.

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

From: Joe Eads <jeads@unioncountyohio.gov>
Sent: Wednesday, November 26, 2025 9:13 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Brad,
Union soil and water has no new comments for **Lark Ravine – Preliminary Plat.**

Joe Eads
Drainage Maintenance Supervisor
18000 State Route 4, Ste.D
Marysville,OH 43040
937-209-2236
jeads@unioncountyohio.gov
https://www.unioncountyohio.gov/USWCD

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, November 25, 2025 9:43 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **Lark Ravine – Preliminary Plat**. Paper copies are being delivered/mailed. **Please review the Plat carefully because it was updated.** Please note the meeting dates and call with any questions. Thank you!

For your reference, I've included a link below to the decision letters associated with plats being reviewed this month. If you scroll-through each decision letter, you will find comments required/submitted by your agency during a prior review. (This may help expedite your review.)

 December 2025 Subdivisions

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

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

Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Monday, November 3, 2025 9:07 AM
To: Brad Bodenmiller
Subject: Lark Ravine - UCHD Comments

Brad,

Our office has the below comments/suggestions regarding the proposed "Lark Ravine" Subdivision:

- Easements for Public Sewer/Water and reasonable access for directly adjacent properties to the development for Public Sewer/Water:
  - 8240 Mitchell Dewitt Rd
  - 8162 Mitchell Dewitt Rd
  - 8146 Mitchell Dewitt Rd
  - 8130 Mitchell Dewitt Rd
  - 8285 McKitrick Rd
- Preservation or Rerouting of any known or unknown/encountered subsurface drainage lines within the development:
  - It is likely these existing subsurface lines (if any) facilitate the movement/outfall of treated wastewater from existing Sewage Treatment Systems (STS) from adjacent or nearby properties - Compromising these lines (if present) can have significant negative impact on the involved systems.

Please let me know you have received this and if you need any additional information.

Thanks!

Wyatt J. Marshall, REHS
Deputy Director of Environmental Health
Union County Health Department
940 London Ave., Ste 1100
Marysville, OH 43040
PH: 937-645-2088

Click the links below to learn more about UCHD!



A nationally accredited health district since March 2017.

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This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Monday, November 10, 2025 8:55 PM
To: Brad Bodenmiller
Subject: Re: Lark Ravine - UCHD Comments

Brad,

My apologies - Your question makes perfect sense.

For clarification, just to provide the easement thus potential access to the public systems in the future - Not to require them to install the actual lines within the easements.

Hopefully this clarifies things.

Thanks!

Wyatt J. Marshall, REHS
Union County Health Department
Environmental Health Division
Phone: (937)-645-2088

On Mon, Nov 10, 2025 at 8:50 PM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

> I see that my second question was a bit muddled.
>
> I understand you are requiring the easements. Are you requiring: 1) The subdivider to install sewer/water lines within the required easements; or, 2) To simply provide the easements without installing the sewer/water lines within the required easements?
>
> **Bradley Bodenmiller**
>
> **Director | LUC Regional Planning Commission**
>
> P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
>
> P: (937) 666-3431 | www.lucplanning.com

From: Brad Bodenmiller
Sent: Monday, November 10, 2025 2:43 PM
To: 'Wyatt Marshall' <wyatt.marshall@uchd.net>
Subject: RE: Lark Ravine - UCHD Comments

I appreciate the clarification and quick response. See you Thursday!

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: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Monday, November 10, 2025 8:24 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: Re: Lark Ravine - UCHD Comments

Brad,

To answer your first question - Correct, No. We would just like easements available up to the adjacent lots for access to connecting to public water and sewer.

To answer your second question - Correct, Yes. The potential easements would allow for sewer/water lines to run to the adjacent properties to allow them to connect to the public sewer and water systems.

Please let me know if you need any further information on this.

Thanks!

Wyatt J. Marshall, REHS
Deputy Director of Environmental Health
Union County Health Department
940 London Ave., Ste 1100
Marysville, OH 43040
PH: 937-645-2088

Click the links below to learn more about UCHD!

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On Sun, Nov 9, 2025 at 9:53 PM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

> Wyatt,
>
> Can you clarify something about your comments for me? I see you are requiring an easement on the Lark Ravine – Preliminary Plat property that extends to the boundaries of the plat toward five properties.
>
> Here are my two questions:
>
> - Are you requiring the easement to run off-site? (I am assuming the answer to this is no.)
> - Are you sewer/water lines within the easements you are requiring? (I am assuming the answer to this is yes.)

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

P: (937) 666-3431 | www.lucplanning.com

From: Brad Bodenmiller
Sent: Monday, November 3, 2025 3:41 PM
To: 'Wyatt Marshall' <wyatt.marshall@uchd.net>
Subject: RE: Lark Ravine - UCHD Comments

Wyatt,

Confirming receipt! I will forward all comments received on Thursday/Friday. The comments you submitted make sense to me, but the subdivider may reach-out to discuss. (You're certainly welcome to call them in advance if you would like to!)

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: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Monday, November 3, 2025 9:07 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: Lark Ravine - UCHD Comments

Brad,

Our office has the below comments/suggestions regarding the proposed "Lark Ravine" Subdivision:

- Easements for Public Sewer/Water and reasonable access for directly adjacent properties to the development for Public Sewer/Water:
    - 8240 Mitchell Dewitt Rd
    - 8162 Mitchell Dewitt Rd
    - 8146 Mitchell Dewitt Rd
    - 8130 Mitchell Dewitt Rd
    - 8285 McKitrick Rd

- Preservation or Rerouting of any known or unknown/encountered subsurface drainage lines within the development:
    - It is likely these existing subsurface lines (if any) facilitate the movement/outfall of treated wastewater from existing Sewage Treatment Systems (STS) from adjacent or nearby properties - Compromising these lines (if present) can have significant negative impact on the involved systems.

Please let me know you have received this and if you need any additional information.

Thanks!

Wyatt J. Marshall, REHS
Deputy Director of Environmental Health
Union County Health Department
940 London Ave., Ste 1100
Marysville, OH 43040
PH: 937-645-2088

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This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Thursday, December 11, 2025 12:38 PM
To: Brad Bodenmiller
Subject: Lark Ravine Comments

Brad,

From our conversation this afternoon regarding Lark Ravine - UCHD is currently working with our prosecutors to draft an agreement to require connection of the property at 8240 Mitchell Dewitt Rd to the sanitary sewer system that is to be brought in for the development upon failure of the current sewage treatment system at 8240 Mitchell Dewitt Rd.

Best,

Wyatt J. Marshall, REHS
Union County Health Department
Environmental Health Division
Phone: (937)-645-2088

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 28, 2025

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

Name of Development – Lark Ravine

Details -

Number of Lots: 23
Front Setback: 25 Feet
Side Setback: Not Listed
Rear Setback: Not Listed
Placement of electric facilities – To be determined by final site layout, currently planning for front lot due to rear lot slope.

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.

- 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 as electric easements.
- 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

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 facilities and shall comply with any regulatory and/or NESC rules.

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 – Cell 937-594-3787
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

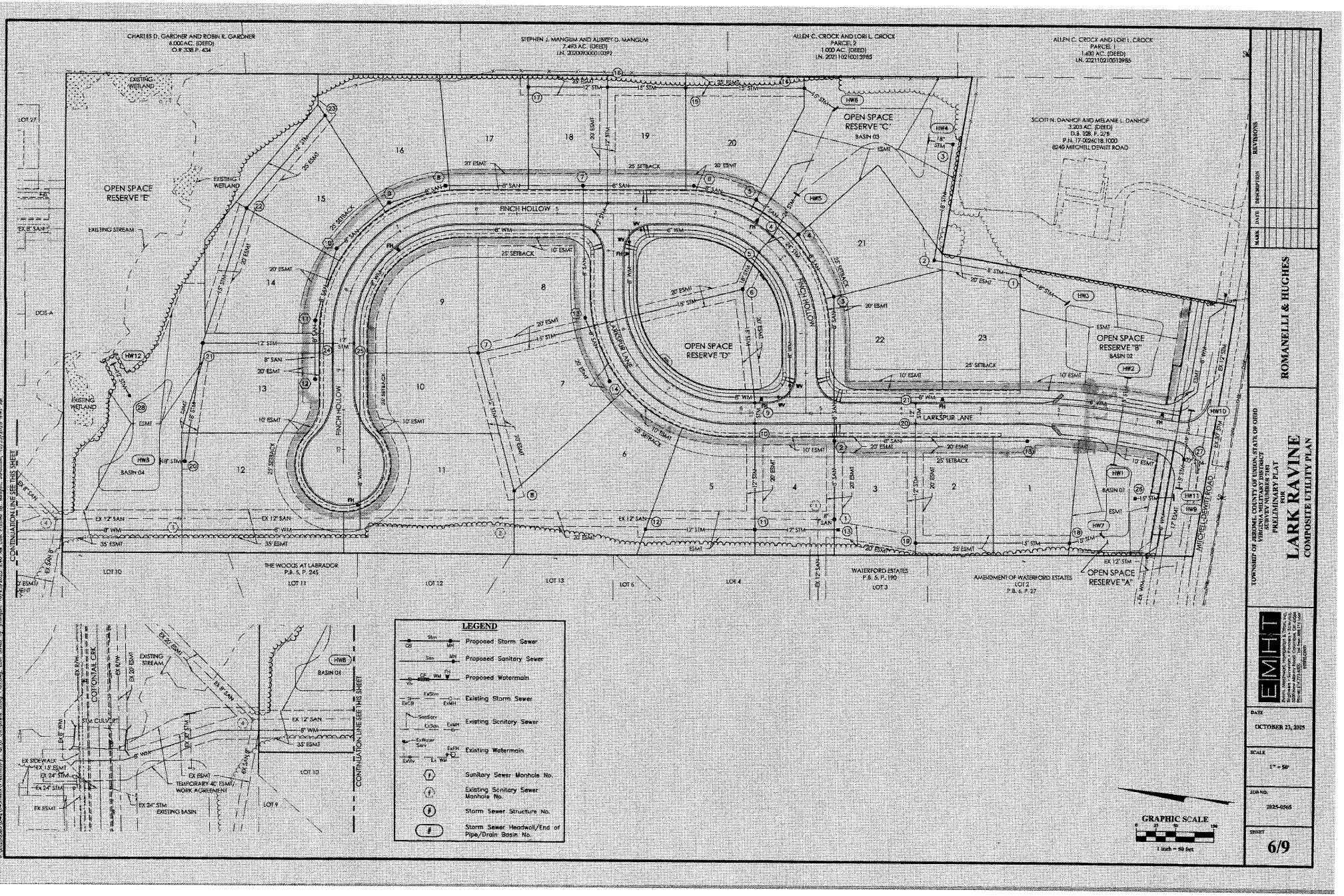
General Comments:

- Sheet 6 of 9: No Comments
    1. URE is planning to install electric service in the front lots of the buildings in this subdivision.
    2. Easements will be needed in the front lots of all 23 parcels.
    3. Ure will also need easements in the front of reserve A,B&C for service to the development
    4.

URE will still need to collaborate with the developer to complete the electrical facility layout.

Regards,

Brent Ransome
Manager of Engineering Services
Union Rural Electric Cooperative, Inc
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9241



REVISIONS

MARK	DATE	DESCRIPTION

ROMANELLI & HUGHES

TOWNSHIP OF BERLIN, COUNTY OF CAMDEN, STATE OF OHIO
VIRGINIA MILITARY DISTRICT
SURVEY NUMBER 780

LARK RAVINE

COMPOSITE UTILITY PLAN

PRELIMINARY PLAT

EMHT

DATE: OCTOBER 23, 2025

SCALE: 1" = 50'

JOB No.: 2025-0565

SHEET: 6/9

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

December 10 2025

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

Name of Development – Lark Ravine

Details -

Number of Lots: 23
Front Setback: 25 Feet
Side Setback: Not Listed
Rear Setback: Not Listed
Placement of electric facilities – To be determined by final site layout, currently planning for front lot due to rear lot slope.

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.

- 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 as ELECTRIC easements.
- 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

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 facilities and shall comply with any regulatory and/or NESC rules.

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 – Cell 937-594-3787
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

- Sheet 6 of 9: No Comments
    1. URE is planning to install electric service in the front lots of the buildings in this subdivision.
    2. Easements will be needed in the front lots of all 23 parcels.
    3. Ure will also need easements in the front of reserve A,B&C for service to the development
    4.

URE will still need to collaborate with the developer to complete the electrical facility layout.

Regards,

Ron McGlone
Engineering
Union Rural Electric Cooperative, Inc
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9263

Brad Bodenmiller

From: Eric.Petee@dot.ohio.gov
Sent: Monday, December 1, 2025 5:06 PM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Joseph Grove
Subject: RE: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Hi Brad,

Hope you had a great Thanksgiving.

No comments from ODOT.

Have a great day,

Eric Petee
LPA Project Manager
ODOT District 6
400 E. William Street, Delaware, Ohio 43015
(P) 740-833-8364 (M) 614-588-4185
transportation.ohio.gov



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, November 25, 2025 9:43 PM
To: Bodenmiller, Brad <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for Lark Ravine Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **Lark Ravine – Preliminary Plat**. Paper copies are being delivered/mailed. **Please review the Plat carefully because it was updated.** Please note the meeting dates and call with any questions. Thank you!

For your reference, I've included a link below to the decision letters associated with plats being reviewed this month. If you scroll-through each decision letter, you will find comments required/submitted by your agency during a prior review. (This may help expedite your review.)

December 2025 Subdivisions

Note: This is one of two 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

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Staff Report – The Courtyards at White Oaks, Phase 2

Applicant:	**Epcon Hyland Meadows, LLC** c/o Bryan Dougherty 500 Stonehenge Parkway Dublin, OH 43017 bdougherty@epconcommunities.com **Terrain Evolution, Inc.** c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com
Request:	Approval of The Courtyards at White Oaks, Phase 2 AKA The Courtyards at Ryan Parkway, Phase 2 – Final Plat.
Location:	Located west of Hyland-Croy Road between Wells Road and Ryan Parkway in Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 14.729 acres of land and proposes 50 single-family residential lots. Acreages: ○ 2.198 acres in private right-of-way ○ 7.167 acres in single-family residential lots ○ 5.364 acres in open space Proposed utilities: ○ City of Marysville public water service ○ Jerome Village Community Authority collection and City of Maryville public sanitary waste treatment Preliminary Plat: ○ The Preliminary Plat was originally approved in August 2023. ○ The Phase 1 Final Plat was approved July 2024. ○ The first Preliminary Plat expired in August 2025. ○ The second Preliminary Plat for this subdivision was approved in November 2025. • **Union County Engineer's Office** ○ The Engineer's Office submitted comments in emails dated 11-24-25 and 12-05-25. The Engineer's Office reported the Construction Drawings are approved,

and no bond was required because the infrastructure in this section is private, not public.

1. The Map Room submitted mark-ups in an email dated 12-04-25 and those were provided to the applicant's engineer. (There are a total of 7 mark-ups.)

- **Union County Soil & Water Conservation District**
  - The District submitted comments in an email dated 12-03-25. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
    1. Sheet 2: Please adjust the easement running along the north side of Lot 2710. The District requires a 20' wide easement which can be a combined Drainage + Utility Easement.

- **Union County Health Department**
  - No comments received as of 12-03-25. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."

- **City of Marysville**
  - The City submitted comments in an email dated 11-26-25. **Some** of the submitted comments are listed

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

1. The City provided its preferred easement language.

- **Jerome Township**
  - The Township submitted comments in a letter dated 11-26-25. The Final Plat complies with the approved Development Plan. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. The applicant should discuss the terms used in "Note F" with LUC staff. The Township questions the use of "private drive" rather than "private streets". *Note from LUC Staff: Was changing from "private street" to "private drive" done in error or intentionally? Is there a reason this should not match the text from Phase 1?*

- **ODOT District 6**
  - In an email dated 12-01-25, ODOT advised it had no comments.

- **Union Rural Electric (URE)**
  - URE submitted comments in a letter dated 12-02-25. **Some** of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. Sheet 2: URE requires a 20' easement along the west (rear) and south side of Lot 2693 extending to Lot 2692.
    2. Sheet 2: URE requires a 20' easement between lots 2697/2698.
    3. Sheet 2: URE requires a 10' easement along the east side (rear) of lots 2711-2713 + for a certain distance north into Reserve D.
    4. Sheet 2: URE requires a 10' easement along the north side (rear) of lots 2716-2719.
    5. Sheet 2: URE requires a 20' easement along the north side (rear) of Lot 2715 which can be split between lots 2713/2715.
    6. Sheet 2: URE provided a drawing which depicts the easements it requires and their general locations.

- **LUC Regional Planning Commission**
  1. Sheet 1: Paragraph two does not match the dedication statement in the Subdivision Regulations. Please review Section 800 and adjust (Section 800). This should generally match the text in Phase 1.
  2. Sheet 1: Paragraph three includes the line of text, "No buildings, permanent structures or plantings shall be permitted in the easement areas." The Subdivision Regulations require the following statement: "No permanent structures or plantings, etc. shall be permitted in the easement areas." Please adjust or add in another location (§323, 7.).
  3. Sheet 1: Please add preferred easement language from City of Marysville. This was a condition of the Preliminary Plat approval (§320). This should generally match the text in Phase 1.
  4. Sheet 1: Please add the word “Witness” below each of the two witness signature lines in the bottom left corner of the sheet. These are located below the text “Signed and Acknowledged In the presence of:” (§800).
  5. Sheet 1 & 2: In the Surveyor's Certificate, are the “acres in reserves” 5.364 acres? This matches the Acreage Breakdown on Sheet 2, but Reserve D reports 5.346 acres in reserves. It seems the last two digits are reversed in one or two of these three locations.
  6. Sheet 1: In the Surveyor's Certificate, paragraph two reads, "chord and ar**e** distances". Should this read "chord and ar**c**" distances?
  7. Sheet 1: In the Surveyor's Certificate, the last paragraph should be updated from "on Berry Land" to "at White Oaks".
  8. Sheet 1: In the Surveyor's Certificate, the last paragraph should be updated from "Phase 1" to "Phase 2".
  9. Sheet 2: Each street name includes the label (a private street)—this conforms with the Subdivision Regulations which require all lots to front along a public or private street or road. However, Note F refers to the private streets as drives four times. Please update this from "drives" to street or private

	street as appropriate (Article 9). 10. Sheet 2: Please review dimensions of Lot 2705. Is there a curve dimension missing in the northeast corner of the lot? If so, please add this dimension (§323, 6.; §323, 8.). 11. Sheet 2: Is there a dimension missing in Reserve D? This is located just north of Lot 2699, where additional right-of-way is provided for parking spaces along Parker Lane. The dimension missing is the south line of the parking area (§323, 8.). 12. Sheet 2: The minimum width for utility easements is 20'. Please adjust the D.E. and U.E. along the east line of Lot 2710 to a D.U.E. easement of 20' in width (§414). 13. Sheet 2: If an E.T.E. easement is added to the rear of lots 2711-2719, please make sure this is a minimum of 10' in width. If a U.E. easement is added, the minimum width is 20' (§414). 14. Sheet 2: Is the northeast corner of Lot 2719 missing an existing D.U.E. easement of 10' x 10'. Please review the Phase 1 Final Plat (§414). 15. Sheet 2: Behind lots 2704 and 2705, where does the 20' D.U.E. end and the 20' U.E. begin? Is there a means by which this could be indicated?
Staff Recommendations:	Staff recommends ***CONDITIONAL APPROVAL*** of The Courtyards at White Oaks, Phase 2 AKA The Courtyards at Ryan Parkway, Phase 2 – Final Plat pending incorporation of the minor technical items in this staff report on the Final Plat Mylar for the 12-11-25 LUC meetings.
Z&S Committee Recommendations:	*Options for action:* ○ *Approval* ○ *Conditional Approval (state conditions)* ○ *Denial (state reasons)* ○ *Table (if requested)*

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: 11/13/2025

Name of Subdivision: The Courtyards at White Oaks
Section/Phase: Phase 2 Block
Location: Union County - West of Hyland Croy Road, North of Ryan Parkway
Township: Jerome Military Survey: 2991
Complete Parcel(s) Identification Number (PIN):

Has a Preliminary Plat been approved for this subdivision?: Yes x No Date: 11/13/2025

Name of Applicant: Epcon Hyland Meadows, LLC, Attn. Bryan Dougherty
Address: 500 Stonehenge Parkway
City: Dublin State: Ohio Zip: 43017
Phone: 614.761.1010 Fax: 614.761.1155 Email: bdougherty@epconcommunities.com

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

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

Proposed Acreage to be Subdivided: 14.729

Current Zoning Classification: PD

Proposed Zoning Changes: N/A

Proposed Land Use: Residential - Single Unit

Development Characteristics

Acreage w/in Approved Preliminary Plat: 14.729 AC Revised Preliminary (30.078 AC Original Expired) Acres

Acreage w/in Section and/or Block: 14.729 Acres

Number of **APPROVED** lots from Preliminary Plat 50 Revised Preliminary (94 Original Expired)

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Number of Lots **PROPOSED** w/in this Section: 50

Number of **APPROVED** units from Preliminary Plat: 50 Revised Preliminary (94 Original Expired)

Number of Units **PROPOSED** w/in this Section: 50

Typical Lot Width: 50 Feet Typical Lot Area: 5720

Single Family Units: 46 Sq. ft Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 5.364

Recreation facilities to be provided: yes, Community Garden, access to Phase 1 Amenities

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

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

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

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

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

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

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Final Plat Review Checklist

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

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

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

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

THE COURTYARDS AT WHITE OAKS

PHASE 2

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military Survey District Survey Number 2991, containing 14.729 acres of land, more or less, said 14.729 acres being part of those tracts of land conveyed to **EPCON RYAN PARKWAY, LLC** by deed of record in Instrument Number 202309140006746, Recorder's Office, Union County, Ohio.

Know all men by these presents that **EPCON RYAN PARKWAY, LLC**, an Ohio limited liability company, by **CRAIG CHERRY**, Regional President, owner of the land platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"THE COURTYARDS AT WHITE OAKS PHASE 2"**, a subdivision containing Lots 2686 to 2719 and 2763 to 2778, all inclusive, and areas designated as Reserves "D" and "E", does hereby accept this plat of same.

The owner hereby grants and reserves easements in, over and under those areas designated on this plat as "Drainage Easement" and "Utility Easement" for the construction, operation, maintenance and replacement, as necessary, of utility lines providing utility service in and to the Development to all present and future utility providers providing utility service to the Development. Each of the Utility Easements permit the construction, operation, maintenance and replacement, as necessary, of all public and quasi-public utilities above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings shall be permitted in the easement areas. The rights and grant of the Utility Easements shall include the right, without liability therefor, to the respective utility provider, to remove trees, lawns and landscaping that encroach into the Utility Easement which may interfere with the construction, operation, maintenance and replacement, as necessary of the utility facilities operated by the respective utility provider. The utility providers are hereby granted the limited right of access across other areas of the platted land in order to exercise their easement rights granted hereby, so long as the respective utility providers exercise commercially reasonable practices, and repair any damage to the platted land outside the Utility Easements.

Epcon Ryan Parkway, LLC, in recording of this plat of The Courtyards at White Oaks Phase 2 has designated certain areas of land as Reserves, which may contain but not be limited to parking, walking, green areas, community facilities, private streets, sidewalks and common parking areas, all of which are intended for use by the owners of the fee simple titles to the lots, units and reserve areas in the The Courtyards at White Oaks development. Reserve "E" is not hereby dedicated for use by the general public but is hereby dedicated to the common use and enjoyment of the owners of the fee simple titles to the lots, units and reserve areas in The Courtyards at White Oaks development as more fully provided in the declaration of covenants, conditions and restrictions, which will be recorded subsequent to the recordation of this plat.

The owners of the fee simple titles to said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", and to lots and reserve areas in existing and future sections of the The Courtyards at White Oaks development shall have and are hereby granted a non-exclusive right-of-way and easement for access to and from public streets, in and over said Reserve "E" to be shared with the owners of the fee simple titles to each other of said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", and with the owners of the fee simple titles to the lots and reserve areas in existing and future sections of the The Courtyards at White Oaks development. Said owners of the fee simple titles to said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", shall have a non-exclusive right-of-way and easement in and over similar such access ways to public streets that future sections of the The Courtyards at White Oaks development may provide. Within said Reserve "E", a non-exclusive access easement is hereby granted to Union County, its successors and assigns, and other Governmental Employees for use in the course of providing Police, Fire, Medical or other Governmental Services to the lots and lands adjacent to said Reserve "E".

In Witness Whereof, **CRAIG CHERRY**, Regional President of **EPCON RYAN PARKWAY, LLC,** has hereunto set his hand this ___ day of _____, 20__.

Signed and Acknowledged In the presence of:

EPCON RYAN PARKWAY, LLC

_____

By _____
CRAIG CHERRY,
Regional President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **CRAIG CHERRY**, Regional President of **EPCON RYAN PARKWAY, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **EPCON RYAN PARKWAY, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

Reviewed this ___ day of _____, 20__

_____
Chairman, Jerome Township Trustees

Approved this ___ day of_____, 20__

_____
Union County Engineer

Approved this ___ day of _____, 20__

_____
Union County Health Department

Approved this ___ day of _____, 20__

_____
Logan-Union-Champaign
Regional Planning Commission

Approved this ___ day of _____, 20__

Union County Commissioners

_____

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Andrea L. Weaver
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. _____

_____
Karen J. Riffle
Recorder, Union County, Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____

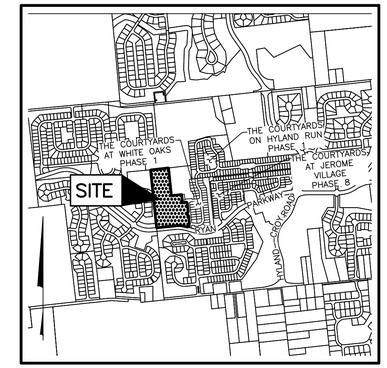
Slide _____

VARIANCES

a. Variance from Union County Technical Design Standards, Article 1, Section 101 - Street Design, Parts H - Horizontal Alignment, I - Pavement Width, & J - Curbs. Resolution 23-365. Dated 08-09-2023.
b. Variance from Union County Technical Design Standards, Section 202 - Rigid Pavements. Resolution 23-366. Dated 08-09-2023.
c. Variance from Union County Subdivision Regulations, Article 4, Section 412 - Blocks to allow a block length less than 500' minimum. Resolution 23-367. Dated 08-09-2023.
d. Variance from Union County Subdivision Regulations, Section 408, 3. - Permanent Dead End Streets. Resolution 23-368. Dated 08-09-2023.
e. Variance from Union County Subdivision Regulations, Article 4, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street with The Courtyards at White Oaks. Resolution 23-369. Dated 08-09-2023.

Developer

Epcon Ryan Parkway, LLC
500 Stonehenge Parkway
Dublin, Ohio, 43231



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD 83. Said bearing originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations. The portion of the northerly right of way line of Ryan Parkway, having a bearing of North 73°55'29" West and monumented as shown hereon, is designated as the "basis of bearings" for this plat.

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

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

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

SURVEYED & PLATTED BY

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military Survey District Number 2991, Union County, Jerome Township, Ohio. The tract has an area of 2.198 acres in private streets, 7.167 acres in lots, and 5.364 acres in reserves, making a total of 14.729 Acres.

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

I hereby certify that the accompanying plat is a correct representation of The Courtyards on Berry Land Phase 1 as surveyed in February, 2023.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
⊙ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\20244852\DWG\SHEETS\PLAT\20240482-VS-PLAT-PHS2.DWG plotted by MASTON, JOHN on 11/12/2025 2:08:18 PM last saved by JMASTON on 11/12/2025 2:00:49 PM
xRefs: 20220630-VS-PROT-01.dwg & 20231-gpc-240414.dwg & 20240482-VS-SAT-PHS1.DWG

THE COURTYARDS AT WHITE OAKS

PHASE 2

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

NOTE "B" - ACREAGE BREAKDOWN: The Courtyards at White Oaks Phase 2 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
17-00120460.000	126-00-00-086.000	14.729 Ac.

NOTE "C" - ACREAGE BREAKDOWN:

Total acreage	14.729 Ac.
Reserve	5.364 Ac.
Acreage in lots	7.167 Ac.
Acreage in private rights-of-way	2.198 Ac.

NOTE "D" - RESERVE "D": Reserve "D", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at White Oaks subdivisions for the purpose of open space.

NOTE "E": All of the land hereby being platted as The Courtyards at White Oaks Phase 2 is within Zone X (areas determined to be outside of the 0.2% chance floodplain) as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for the County of Union, Ohio (Unincorporated Areas), Community-Panel Number 39159C0390D with effective date of December 16, 2008.

NOTE "F" - RESERVE "E": Reserve "E", as designated and delineated hereon, shall be owned and maintained by the to be formed The Courtyards at White Oaks Homeowners Association. The drives constructed within said Reserve "E" will be private drives which will be owned and maintained by said association. Until such time as said association is formed and funded, the developer will be responsible for the maintenance of said Reserve "E". Said drives will not be dedicated to Union County and Union County will not be responsible for the maintenance of said drives.

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at White Oaks Phase 2 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Union County Recorder's Office.

Deed Restrictions of record in Instrument Number _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

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

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	178°09'05"	45.00'	139.92'	N 06°49'27" W	89.99'
C2	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C3	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C4	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C5	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C6	88°09'05"	23.00'	35.39'	S 38°10'33" W	32.00'
C7	53°09'34"	70.00'	64.95'	N 55°40'18" E	62.64'
C8	74°27'52"	70.00'	90.98'	N 08°08'25" W	84.71'
C9	35°37'37"	70.00'	43.53'	N 63°11'09" W	42.83'
C10	14°54'02"	70.00'	18.20'	N 88°26'59" W	18.15'

Line Type Legend

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

Legend

- B.L. = Building Line
- D.E. = Drainage Easement
- D.U.E. = Drainage & Utility Easement
- E.T.E. = Electric & Telecom Easement
- U.E. = Utility Easement
- E.E.1 = Existing 15' U.E. P.B. 6, P. 208
- E.E.2 = Existing 6' U.E. P.B. 6, P. 208
- E.E.3 = Existing 20' U.E. P.B. 6, P. 208
- E.E.4 = Existing 20' D.U.E P.B. 6, P. 208
- E.E.5 = Existing 25' D.U.E P.B. 6, P. 208

SCALE: 1" = 50'

50 40 30 20 10 0 25 50 100

GRAPHIC SCALE (in feet)

THE COURTYARDS AT WHITE OAKS PHASE 1 P.B. 6, P. 208

RESERVE "A"

RESERVE "D" 5.346 Ac. See Note "D"

RESERVE "E" 2.198 Ac. (a Private Street) See Note "F"

JEROME VILLAGE COMMUNITY AUTHORITY I.N. 202102160002139

BERRY LANE

WOODHULL WAY (a Private Street) See Note "F" (Part of Reserve "E")

DONAHEY LOOP (a Private Street) See Note "F" (Part of Reserve "E")

PARKER LANE (a Private Street) See Note "F"

STOWE DRIVE (a Private Street) See Note "F" (Part of Reserve "E")

RYAN PARKWAY P.B. 5, P. 336

AMENDED GLACIER PARK NEIGHBORHOOD SECTION 8-PHASE 1 & PHASE 2 & RYAN PARKWAY, PHASE 2 P.B. 5, P. 355

DOS-A

DOS-B

OSR-U

548 549 550 551 552

Ⓐ S84°06'00"W 15.00'
Ⓑ S05°54'00"E 50.00'
Ⓒ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'
Ⓓ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S39°06'00"W Ch=32.53'
Ⓔ S05°54'00"E 50.00'
Ⓕ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'

Detail NTS

J:\20240482\DWG\04SHEETS\PLAT\20240482-VS-PLAT-PHS2.DWG plotted by KIRK_MATTHEW on 11/12/2025 2:44:49 PM last saved by MKIRK on 11/12/2025 2:25:35 PM
Xref: 20220630-VS-ANOT-01.dwg & 20230407-VS-PLAT-PHS1.DWG

202101200000867 1/20/2021
Pages:69 F:$574.00 2:46 PM
Karen J. Riffle T20210000618
Union County Recorder DOC:DECL

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

THE COURTYARDS ON HYLAND RUN

(A Planned Community Under Chapter 5312 of the Ohio Revised Code)

SAMPLE

Cross Reference: Instrument No. 202006220005942 (Plat Book 6, Pages 76A-76D)

This instrument was prepared by:

Calvin T. Johnson, Jr.
Brosius, Johnson & Griggs, LLC
Attorneys at Law
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

EXHIBIT H-1

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EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – CODE OF REGULATIONS

SAMPLE

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

THE COURTYARDS ON HYLAND RUN

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS (the "**Declaration**") is made as of the 18th day of January, 2021, by EPCON HYLAND, LLC, an Ohio limited liability company ("**Declarant**").

A. Declarant is the owner of the real property more fully described in Exhibit A attached to this Declaration and by this reference incorporated herein (the "**Property**" as defined hereinafter).

B. Declarant desires to develop and is developing the Property into a residential subdivision to be known as The Courtyards on Hyland Run (hereinafter the "**Community**"), and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in The Courtyards on Hyland Run for the benefit of the present and future Owners of the subdivision Lots and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions and restrictions set forth herein, which covenants, easements, conditions and restrictions shall run with the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. Located contiguous to or near the Community is property that has been or in the future may be developed as an extension of The Courtyards on Hyland Run with subdivision lots for homes and other improvements to be built on them, and additional landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "**Additional Property.**"

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various

SAMPLE

properties, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated The Courtyards on Hyland Run Homeowners' Association, Inc. (the "**Association**"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community, as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Community, Declarant, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be subject to the provisions of Chapter 5312 of the Ohio Revised Code (the "**Planned Community Act**") and shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, all of which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Community, the Association, and the respective personal representatives, heirs, successors and assigns of each:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall initially apply to the entire Property as described on the attached Exhibit A. If Declarant owns, and/or acquires Additional Property adjacent to or near the Property, intended by Declarant for future development generally consistent with the development of the Community, Declarant may add said Additional Property to, and declare the Additional Property to be, subsequent phases of the Community. Upon such addition, Declarant shall have the right, but not the obligation, to subject such added property to the terms and conditions of this Declaration. Declarant may subject property to this Declaration without modification, or Declarant may supplement and/or amend this Declaration as it applies to such additional phases of development. As to each development phase of the Community, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of

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development at the Community may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document shall control.

II. DEFINITIONS

The following terms used in this Declaration shall have these meanings, unless the context requires otherwise:

A. "**Additional Property**" – property that may in the future be subjected to the plan for the Community provided hereby, and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. "**Articles**" and "**Articles of Incorporation**" – the Articles of Incorporation when filed with the Secretary of State of Ohio, incorporating The Courtyards on Hyland Run Homeowners' Association, Inc. (the "**Association**") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("**Chapter 1702**").

C. "**Assessments**" – charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, Individual Lot Assessments and Water Assessments.

D. "**Association**" – an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named The Courtyards on Hyland Run Homeowners' Association, Inc., or similar, and its successors and assigns, which Association is also an "Owners Association" as that term is defined in Chapter 5312 of the Revised Code of Ohio.

E. "**Association Governing Documents**" – the Association's Articles of Incorporation, Code of Regulations, Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats of property a part of the Community.

F. "**Attached Dwelling**" – a residential dwelling constructed on an Attached Product Lot which shares a common (i.e., party) wall with the dwelling on an adjacent Attached Product Lot.

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G. **"Attached Product Lot"** -- a Lot which is part of the Community on which a dwelling is constructed, or will be constructed, and which dwelling is, or is intended to be, physically attached by a party wall to the dwelling constructed on an adjacent Lot, which may also be identified in this Declaration or in amendment thereto as an Attached Product Lot. Initially, Lots 1824-1829, both inclusive, and Lots 1838-1843, both inclusive, as identified on Exhibit A attached to this Declaration are Attached Product Lots.

H. **"Board"** and **"Board of Directors"** – the board of directors or other management body of the Association.

I. **"Code of Regulations"** and **"Code"** – the Code of Regulations of the Association (often referred to as **"bylaws"**) created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

J. **"Common Elements"** – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, private roadways, private drives, bank/cluster mailbox(s), a clubhouse, if any, an outdoor swimming pool, if any, private waterlines serving the Courtyards on Hyland Run as a whole or that serve more than one Lot, portions of the private storm sewer system, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Community. The Common Elements shall include not only real or personal property owned by the Association, but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration (other than maintenance to be performed on Lots), pursuant to applicable zoning regulations, approved plat(s) of property that is part of the Community, and/or under any agreement entered into by the Declarant or by the Association, the terms of which are binding on the Association. Upon conveyance to the Association, the property designated as Designated Open Space DOS-A, DOS-B, DOS-C, DOS-D, DOS-E and DOS-F and the private roads, drives and streets (including, but not limited to, Hyland Run, Clare Way and Tipperary Drive) on the recorded plat identified on Exhibit A attached hereto shall be Common Elements.

K. **"Common Expense"** – an expense incurred in owning, maintaining, improving or operating the Common Elements; in performing maintenance, repair and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations approved plats, recorded easements or any

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agreement entered into by the Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

L. **"Community"** or **"Courtyards on Hyland Run"** – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

M. **"Courtyard Easement"** – means an easement located on a Courtyard Lot and benefitting a contiguous Courtyard Lot and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Lot is an area bounded generally by the side of the dwelling located on that Courtyard Lot, fences extending to and from the dwelling on that Courtyard Lot and the dwelling on the adjacent contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two contiguous Courtyard Lots all as initially constructed by Declarant and/or shown on a recorded plat of the Community.

N. **"Courtyard Lot"** – a Lot on which a Courtyard Easement is located or which is benefitted by a Courtyard Easement and initially includes Lots 1801-1806, both inclusive, Lots 1809-1817, both inclusive, Lots 1829-1838, both inclusive, and Lots 1844-1856, both inclusive, as identified on Exhibit A attached to this Declaration and such other Lots in the Community that are designated by Declarant to be Courtyard Lots.

O. **"Declarant"** – Epcon Hyland, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations under this Declaration by a written instrument.

P. **"Declaration"** – this instrument, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

Q. **"Design Review Committee"** – the Board or a committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions or alterations to, Improvements in the Community and to review, approve or disapprove the same.

R. **"Detached Product Lot"** – a Lot which is part of the Community on which a single-family dwelling is constructed, or will be constructed, and which dwelling is not, or is not intended to be, physically attached by a party wall to a dwelling constructed on an

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adjacent Lot. Initially, Lots 1801-1806, both inclusive, Lots 1809-1817, both inclusive, Lots 1830-1837, both inclusive, and Lots 1844-1856, both inclusive, as identified on Exhibit A attached to this Declaration are Detached Product Lots.

S. **"Exempt Property"** – means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utilized as a residence.

T. **"Improvements"** – all man made or man installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and all other recreational courts, fixtures and facilities, including permanent and portable basketball hoops and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

U. **"Individual Lot Assessment"** – an Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs and/or performing maintenance that is the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

V. **"Lot"** – a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration,

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including, but not limited to, Detached Product Lots, Courtyard Lots and Attached Product Lots, but excluding the Common Elements and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "**Lot**" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "**Lots**" for any and all purposes hereunder.

W. "**Managing Agent**" – the person or entity retained by the Board to assist in the management of the Association.

X. "**Member**" – any Person or entity meeting the requirement for membership in the Association.

Y. "**Occupant**" – a Person lawfully residing in or occupying a dwelling on a Lot, regardless of whether that Person is an Owner.

Z. "**Operating Assessment**" – an Assessment that the Association through its Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of the Declaration and the Planned Community Act, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

AA. "**Owner**" – the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including vendees under recorded land installment contracts, other contract sellers and the Declarant, but excluding all others having an interest merely as security for performance of an obligation.

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

CC. "**Planned Community Act**" – Chapter 5312 of the Ohio Revised Code.

DD. "**Property**" – all of the real property described in Exhibit A attached to this Declaration and such Additional Property as is added by amendment or supplement to this Declaration or otherwise added to the Community by a supplemental declaration or amendment or supplement to this Declaration from and after such time as the Additional Property is subjected to the provisions hereof, and also includes real property that is owned in fee simple by the Association together with all easements and appurtenances.

EE. "**Reserve Fund**" – the fund established pursuant to Article IX.

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FF. "**Rules**" – the rules and regulations governing (1) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Committee or the Board from time to time.

GG. "**Special Assessment**" – an Assessment that the Association through its Board may levy upon all Lots, except Exempt Property, and the Lot Owners to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents.

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

II. "**Turnover Date**" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community, including all Additional Property, has been fully developed and all Lots have been deeded to bona fide home purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as Declarant determines, in its sole discretion.

JJ. "**Water Assessment**" – an Assessment that the Association will levy on each individual Lot in an amount proportionate to the amount of water and sewer charges applicable to each Lot based on a reading of an Owner's water meter, whether a meter, deduct meter or sub-meter, which may also include any proportionate costs associated with servicing the Owner's individual meter.

III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property a part of the Community;

C. Preservation, beautification and maintenance of the Property and all Improvements as provided for in the Association Governing Documents;

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D. Ownership, administration, preservation, beautification and maintenance of the Common Elements and all Improvements thereon;

E. Enforcement of architectural controls and restrictions applicable to the Community;

F. Provide for mandatory membership of Owners in the Community, as it may be constituted, from time to time, in the Association, and for the assessment and collection of funds to fulfill its objectives;

G. Establishment of requirements for the development and use of the Property; and

H. Compliance with the provisions of the Planned Community Act.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property and Improvements thereon shall run with the land and be binding upon the Declarant and every Owner or Occupant, their respective heirs, successors and assigns, as well as their licensees, family members, guests, and invitees:

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental thereto. No building on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto including, without limitation, courtyard areas on a Lot. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or by builders approved by Declarant for sales and construction management and related uses during the construction and sale of homes in the Community. All Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Lot.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes

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incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property and the Association. All uses of the Common Elements owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act, including, but not limited to, the right to (1) contract, lease, or assign interest in; (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (3) establish Rules governing conduct upon the Common Elements owned by the Association and all Improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person occupying a dwelling on any other Lot. These provisions shall not be construed so as to prohibit the Declarant from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) sales, marketing, construction and leasing signs installed by the Declarant while constructing residences and marketing the Lots and residences for sale or rent; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Community or the Declarant; (3) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale or rent; (4) signs on the Common Elements installed by or at the discretion of the Board or the Declarant; (5) subdivision and entry identification signage for the Community; and (6) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election may be placed on a Lot by the Owner of that Lot. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

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E. Animals. Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a dwelling constructed on a Lot, provided that: (1) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (2) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Design Review Committee.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling, building or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit (1) a "home office", provided such use does not entail any non-resident employees, generate any traffic or additional parking, or require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence; or (3) during the construction and initial sales period, the use of Lots, including dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion, until dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

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H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of dwellings or other Improvements by Declarant), no open storage of any kind is permitted and no storage buildings, barns or sheds of any kind are permitted on any Lot. The limitations contained in this Section shall not apply to any storage as may be necessary during the construction of a dwelling on a Lot by Declarant or builders approved by Declarant.

I. Hotel/Transient Uses; Leases. No Lot and no dwelling or Improvement on a Lot may be used for hotel or transient uses, including without limitation, uses in which an 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 that is, rental to one or more Persons of only a portion of a dwelling on the Lot. All leases shall be in writing and shall be subject to this Declaration, the Rules and the other Association Governing Documents.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules, this Declaration or the Association Governing Documents, the Board shall be authorized to cause the removal of any vehicle violating such Rules, this Declaration, and/or the Association Governing Documents including, but not limited to, vehicles parked on the Common Elements, private drives and roadways, and/or the Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the Common Elements, including, but not limited to, the private drives and streets, or on any Lot (except in an enclosed permitted structure shielded from view) for a total of more than forty-eight (48) 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 of residences on the Lots. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences or Improvements on the Lots or the development of the Community by Declarant or builders, employees and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot or on the Common Elements within the Community for a period longer than seven days, unless the same

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is entirely contained and shielded from view within a permitted structure. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense and the Board may levy an Individual Lot Assessment for such violation and for the costs.

For the purpose of this Section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one (21) feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, and semi type tractors and trailers, shall in every instance be considered to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this Section, the word "trailer" shall include landscaping trailer, open bed trailer, 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 personal property, whether resting on wheels, jacks, tires or other foundation.

K. Trash. Except for the reasonably necessary activities of the Declarant during the development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers and stored either inside of a permitted structure or within areas approved by the Design Review Committee or Board. Any permitted structure or screened area on a Lot must comply with all requirements of any and all governmental entities having jurisdiction over the Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules. No emptied trash containers shall be allowed to remain visible for more than twelve hours following the trash pick-up.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or on the exterior of any Improvement, without the prior written approval of the Design Review Committee or the Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall be permitted provided, however, that, unless otherwise prohibited by federal legislation, no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Committee. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such

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rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

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

N. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior consent of the Design Review Committee or Declarant and, if required, the applicable governmental authorities. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for the Community, or any part thereof, without the prior written consent of the Design Review Committee or Declarant and, if required, the applicable governmental authorities. The Association and its representatives and any governmental entity having jurisdiction over the Property and its representatives shall have the right to enter upon any Lot and any portion of the Community and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

O. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except propane tanks designed specifically for use to power a gas barbecue grill or gas fire pit. This Section shall not apply during the development of Lots or the construction of any dwellings on Lots in the Community or to any Lot containing a sales trailer of the Declarant or any other builder approved by the Declarant.

P. Mailbox. Declarant may designate a mailbox style for each Lot with a design giving uniformity to the Community or, if directed by the United States Postal Service, install one or more cluster mailbox banks in the Community. If an Owner's individual mailbox is damaged, destroyed or deteriorates, then that Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox; provided that if the mailbox is located on the Common Elements owned by the Association, the responsibility of the maintenance thereof shall be that of the Association.

Q. Fencing. Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence

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that was installed by Declarant or the Association, including fencing enclosing a Courtyard Easement area.

R. Swimming Pools. No above-ground or in-ground swimming pool shall be permitted on any Lot; provided that the Declarant or the Association may install a swimming pool on one or more of the Common Element Designated Open Spaces. The foregoing notwithstanding, the Design Review Committee may, in its sole an absolute discretion, allow a hot tub or sauna to be installed on a Lot so long as the hot tub or sauna is designed for no more than eight adults and meets such requirements as the Design Review Committee lawfully requires.

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

T. Miscellaneous. The following Improvements shall not be permitted on any Lot: (1) outdoor clotheslines and (2) window air conditioning units.

V. ARCHITECTURAL STANDARDS

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

A. Design Review Committee. The Design Review Committee shall be a committee consisting of not less than three persons, except that prior to the Turnover Date, Declarant shall have the sole and exclusive right to (1) appoint and remove all members of the Design Review Committee, at will; (2) serve itself, as the Design Review Committee; or (3) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right, in its discretion, to appoint and remove all members to the Design Review Committee, to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee, or the Board of Directors may, in its discretion, serve as the Design Review Committee.

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The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee and the provisions of the Declaration and the Association Governing Documents. No Improvement shall be placed, erected or installed on a Lot, no plantings or removal of plants, shrubs or trees on a Lot shall be permitted, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued on a Lot until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions of the Association Governing Documents. If the Design Review Committee consists of appointed individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee and local governmental authorities having jurisdiction over the Property in the Community shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property including each Lot and the dwelling and other Improvements constructed on the Lot. No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, install any swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch, deck, patio, gazebo, or fence, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Lots or the Common Elements. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Committee for its approval.

Without limiting the generality of the foregoing, in connection with the Design Review Committee's exclusive authority to review and approve or disapprove proposed Improvements the Design Review Committee may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's dwelling. All construction, modifications, additions or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authority having jurisdiction over the Property. To avoid unnecessary

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hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority to grant reasonable variances from the provisions of from the architectural standards established pursuant to this Article V or by the Design Review Committee, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interest of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration and/or other Association Governing Documents, as applied to any other Person or any other part of the Property.

C. Improvements by Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to, dwellings, buildings, courtyards and landscaping constructed by the Declarant, or its agents, or designated assignees, or constructed by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Committee and the Board, and shall not require approval or additional approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by the Declarant.

D. Liability Relating to Approvals. Neither Declarant, the Association, the Board, the Design Review Committee, 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 Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Committee 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 Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with all applicable laws, regulations and zoning resolutions and ordinances and any easements, covenants and conditions of record governing the Lot.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements (if any) owned by the Association, and a right of access to and from that Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, that Owner's Lot, subject to the terms and limitations set forth in this Declaration and subject to the Rules and other Association Governing Documents. An Owner may delegate

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that Owner's rights of access and enjoyment to family members, Occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Elements affected thereby, and no Person shall have the right by virtue of such easements to engage in activities on the Common Elements which are not permitted according to the provisions of this Declaration and/or other Association Governing Documents, the provisions of any applicable plat(s) of property that is part of the Community or the provisions of any agreements with governmental entities or other third parties.

B. Courtyards Easements. Each Courtyard Lot ("**Burdened Courtyard Lot**") in The Courtyards on Hyland Run is hereby made subject to and burdened with a "**Courtyard Easement**" in favor of and benefitting an immediately contiguous Courtyard Lot ("**Contiguous Courtyard Lot**") which has a part of that Contiguous Courtyard Lot's courtyard located on the Burdened Courtyard Lot. The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the dwelling or fence constructed on the Burdened Courtyard Lot, fences extending to and from the dwelling or fence on the Burdened Courtyard Lot and the dwelling constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the dwelling or fence on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the courtyard fencing constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that dwelling on the Burdened Courtyard Lot. In the event of an emergency, the Burdened Courtyard Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Burdened Courtyard Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than twenty-four (24) hours advance notice prior to entering the Courtyard Easement.

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C. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon and through all of the Property subject to this Declaration, including without limitation the Lots and Courtyard Easements, for the purpose of performing the Association's obligations, rights and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of the Declaration and the Association Governing Documents, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association has responsibility or the right to perform. The Association may enter any Lot at any time to perform the Association's obligations under the Association Governing Documents. In addition, the Association may enter a Lot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing at least seventy-two hours advance notice to the Owner, except in cases of emergency where such advance notice shall not be required.

D. Easement of Access over Sidewalks. Every Owner and Occupant, and their respective guests and invitees, shall have a right and non-exclusive perpetual easement in, over, and upon the sidewalks within the Community (but not the service walks connecting the driveway on a Lot to the front porch, stoop or courtyard of the dwelling on the Lot) for purposes of providing general pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

E. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduits, wires, ducts, cables, stormwater control improvements and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, stormwater drainage and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

F. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, and all similar persons, and to the local governmental authorities and the

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Association (but not to the public in general) to enter upon the Common Elements owned by the Association to perform their duties.

G. Easement to the Association for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property for the purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Community or in this Declaration or the other Association Governing Documents, as amended from time to time.

H. Attached Dwelling Easements.

1. Easement for Maintenance and Repair. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement and right of entry, appurtenant to such Owners' Attached Product Lot, over an adjacent Attached Product Lot and the Attached Dwelling constructed thereon for the purpose of performing maintenance and repair work on such Owner's Attached Product Lot and Attached Dwelling or for performing such other obligations that the Owner has pursuant to the provisions hereof; provided that such Owner and its designees shall use the most direct, feasible route in entering another Attached Product Lot or Attached Dwelling for such purpose and shall, at such Owner's expense, restore the area so entered to the condition existing immediately prior to such entry. Such easement shall include, but not be limited to, a right of access to the roof area(s) of the Attached Dwelling constructed on the adjoining Attached Product Lot(s) for the purpose of inspection, maintenance and repair of such roof area.

2. Easement for Encroachment. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement, appurtenant to such Owner's Attached Product Lot, over each adjoining Attached Product Lot for the purpose of accommodating any encroachment of such Owner's Attached Dwelling onto an adjoining Attached Product Lot due to errors in original construction, settlement or shifting of the Attached Dwelling, roof overhangs, gutters, draining of rain water from roofs, or any other similar cause. Such easement shall remain valid for so long as such encroachments exist; and should an Attached Dwelling be partially or totally destroyed and then repaired or rebuilt, such easement shall continue in order to permit any resulting encroachments of a similar nature.

3. Storm Water Easement. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement, appurtenant to such Owner's Attached Product Lot, over an adjoining Attached Product Lot and the adjoining Attached Dwelling constructed thereon for

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the purposes of discharging and channeling storm water run-off into and through the roof gutters, downspouts, drain lines and drain tiles located on the adjoining Attached Product Lot and the adjoining Attached Dwelling constructed thereon.

4. Utility/HVAC Easement. Some Attached Product Lots may have their utility lines, meters and/or HVAC units located on one or more of the other Attached Product Lots. Accordingly, subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot whose utility lines, meters and/or HVAC unit are located on another Attached Product Lot shall have a non-exclusive easement and right of entry, appurtenant to such Owner's Attached Product Lot, over such other Attached Product Lot and the Attached Dwelling constructed thereon for the purpose of accessing, maintaining and repairing such Owner's utility lines, meters and/or HVAC unit. Except in the case of an emergency, the easements and rights of entry created by this Section may only be exercised after notice to the other Attached Product Lot Owner requesting permission to enter the other Attached Product Lot and/or Attached Dwelling and the scheduling of the same. Such permission shall not be unreasonably withheld or denied. Upon exercise of such Owner's right of entry on another Attached Product Lot or Attached Dwelling, the entering Attached Product Lot Owner shall promptly return any areas disturbed to their prior condition as soon as reasonably possible following such entry.

5. Party Wall and Shared Improvement Easement.

(i) General Rules of Law to Apply. Each wall constituting a dividing and demising line between adjoining Attached Dwellings, and any wall replacing the same (which shall be constructed on the same location between the adjoining Attached Dwellings as originally constructed), shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of Ohio law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply to such party walls.

(ii) Party Wall Easement. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a right and easement, appurtenant to such Owner's Lot, over each adjoining Attached Product Lot for the purpose of maintaining and using the party wall which serves as the common wall between the adjoining Attached Dwelling located on the adjoining Attached Product Lots. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the adjoining Attached Product Lots, an easement for any resulting encroachment is hereby established.

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(iii) Shared Improvement Easement. Due to the unique nature of the Attached Dwellings in that certain improvements integral to one Attached Dwelling may also be integral to an adjoining Attached Dwelling, each adjoining Attached Dwelling is subject to and burdened by an easement benefitting an adjoining Attached Dwelling for the use, maintenance, repair and replacement of those improvements. Without limiting the generality of the forgoing, the integral improvements may include portions of the roof, exterior façade, gutters and trim located on or along the demising line between the adjoining Attached Dwellings.

(iv) Sharing of Repair and Maintenance. The cost of maintenance, repair and replacement of a party wall shall be borne equally by the Owners of the adjoining Attached Product Lots and Attached Dwellings sharing such party wall. Pursuant to the provisions of Article X of this Declaration, the Owner or Owners of each Attached Product Lot and the Attached Dwelling thereon shall be responsible and shall maintain, repair and replace the Improvements on that Owner's Lot including, but not limited to, the Attached Dwelling constructed thereon; provided that in the case of any improvement that is part of one Attached Dwelling but directly affects an adjacent Attached Dwelling connected thereto, the Owner or Owners of that affected Attached Dwelling may undertake any maintenance, repair or replacement of that improvement that may be necessary in order to protect the Owner's Attached Dwelling or personal property located therein even though the improvement so maintained, repaired or replaced is part of another Attached Dwelling. The foregoing notwithstanding, if the need for maintenance, repair or replacement is caused by or results from acts or failures to act of the Owner or Occupant of an adjoining Attached Dwelling, or the invitees of such Owner or Occupant, the Owner of that Attached Dwelling shall be solely responsible for the cost of such maintenance, repair and/or replacement. Disputes regarding the proper proportion of the costs of such maintenance, repair and/or replacement to be borne by each adjoining Attached Dwelling Owner or the need for such maintenance, repair or replacement shall be settled by decision of the Board in accordance with the provisions of this Declaration.

(v) Construction and Repair. In all construction and repair work, due precaution and care shall be taken not to damage the property of the Owner of an adjoining Attached Product Lot.

(vi) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the party wall shall be repaired or replaced and the Owners of the adjoining Attached Product Lots and Attached Dwellings sharing such party wall shall contribute equally to

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the cost of restoration thereof, without prejudice, however, (i) to the right of one of the adjoining Attached Product Lot Owners to call for a larger contribution from the other Attached Product Lot Owner under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or (ii) to the right of the party or parties restoring the same to reimbursement from insurance.

(vii) Right to Contribution Runs With Land. The right of an Attached Product Lot Owner to contribution from another Attached Product Lot Owner under this Article VI, Section H.6 shall be appurtenant to the land and shall pass to such Owner's successors in title. The obligations, under this Section, of the Owners of adjoining Attached Product Lots and Attached Dwellings shall be jointly and severally the personal obligations of such Owners, and shall be a continuing obligation of the respective Owners' successors in title to the adjoining Attached Product Lots and Attached Dwellings.

(viii) Dispute Resolution. In the event of any dispute between or among Attached Product Lot Owners as to the application or interpretation of the provisions of this Article VI, Section H.6, or as to any matters specifically referenced in this Article VI, Section H.6 as being subject to dispute resolution by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing within sixty (60) days thereafter, and give written notice to each party no less than ten days in advance of the hearing. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter within thirty (30) days of the hearing. No action at law may be instituted by any party to such dispute unless the dispute resolution procedure specified in this Article VI, Section H.6 has first been employed.

I. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

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HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Lot Owner is and shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply are those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subjected to the plan hereof by the recording of supplemental declarations or amendments or supplements to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. 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 the membership of any Member or Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors, initially consisting of three persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a Managing Agent to act as the Board on its behalf. Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by the Declarant through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting in accordance with the provisions of the Code which shall occur no later than the date when the Community has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

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C. Powers; Authorities; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Association Governing Documents, the Planned Community Act, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements and other real and personal property in accordance with the provisions of the Association Governing Documents, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Association Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate for its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining. Furthermore, the Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community including, without limitation, Designated Open Space DOS-A, DOS-B, DOS-C, DOS-D, DOS-E and DOS-F and the private roads, drives and streets (including, but not limited to, Hyland Run, Clare Way and Tipperary Drive) identified and described on the recorded plat set forth on Exhibit A attached hereto. Upon installation, ownership of the private storm sewer and all water lines, equipment and appurtenances serving the Property as a whole, the Common Elements or more than one Lot shall be automatically and without additional action vested in the Association.

The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all

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improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance responsibilities to the Association, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act), the Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association pursuant to the provisions of the Association Governing Documents, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such individual, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with property owners and/or other community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (1) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (2) grant reciprocal rights, licenses and/or easements to members of each other association to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board, on behalf of the Association, may make and enforce reasonable Rules and regulations governing the use of the Property, which shall

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be consistent with this Declaration and the provisions of the Association Governing Documents. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations by that Owner or the guests or invitees of that Owner or by the Occupants of that Owner's Lot or their guests and invitees of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) imposing reasonable monetary administrative and enforcement charges which shall be considered Individual Lot Assessments, (2) suspending the Owner's right to vote as a Member of the Association, and (3) suspending the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Lot, to use the Common Elements owned by the Association except as necessary for ingress and egress to that Owner's Lot. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees, costs or expenses in connection with enforcing the provisions of this Declaration, the Rules or other Association Governing Documents against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration and the other Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Managing Agent pursuant to Article VIII, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Managing Agent, which may be the Declarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice. Part of the Managing Agent's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving a Lot.

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by the Association or to be maintained by the Association, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any

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time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

iii. shall be written in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty (30) days in advance of the effective date of any cancellation of the policy.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by or under the control of the Association, and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (ii) $1,000,000, for each occurrence and $2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots that have provided written notice to

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the Association stating the name and address of such holder or insurer and a description of the Lot or Lots subject to said mortgage.

3. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than $1,000,000 for each claim and in the aggregate.

4. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, (iv) cybersecurity insurance and (v) any other insurance the Board deems necessary.

5. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned or insured by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

6. Declarant Coverage. The foregoing provisions of this Section G notwithstanding, prior to the Turnover Date the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

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

I. Books; Records. Upon reasonable request of any Owner or any holder or insurer of a first mortgage on a Lot, the Association shall be required to make reasonably available for inspection by that Owner or holder or insurer of a first mortgage all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations,

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including but not limited to: (1) information that pertains to personnel matters; (2) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (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 Association Governing Documents against Owners; and (5) information the disclosure of which is prohibited by state or federal law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an operating fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements and any other items for which the Association is responsible for maintaining, repairing or replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the operating fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lot, by accepting a deed to a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; (3) Individual Lot Assessments; and (4) Water Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

1. For the purposes of providing funds to pay:

i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association including, but not limited to, the maintenance, repair, replacement of the Common Elements and portions of the Lots as provided herein;

ii. the costs for insurance and bond premiums to be provided and paid for by the Association;

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iii. the cost for utility services, if any, charged to or otherwise properly payable by the Association;

iv. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;

v. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole and unfettered discretion;

vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, including the private streets and drives, Common Element storm sewers and Common Element water lines and apparatus, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot with a dwelling constructed thereon and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the provisions of this Declaration and the other Association Governing Documents.

2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:

i. Initial Period. Commencing on the date a Lot with a dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, in the proportion that the number of full calendar days remaining in the calendar year from the date of the

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closing of the conveyance of the Lot is to three hundred sixty-five (365). This amount may have been prepaid by the Declarant and if so, a credit back to the Declarant will be collected at the closing on the Lot.

ii. Subsequent Calendar Year. For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to a home purchaser other than Declarant, the Lot and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such Lot with a dwelling constructed thereon for such year. The Assessment amount shall be determined by dividing equally among all Lots in the Community that have a dwelling constructed thereon and that have been conveyed to a home purchaser other than Declarant, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Common Elements, and appropriate reserve funds).

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Lot Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

iii. Due Dates. The Operating Assessments issued to a Lot and its Owners shall be payable in full within ten days of the date on which such Assessment is issued; provided however that the Board may determine to allow payment in monthly, quarterly or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to a Lot Owner not less than ten days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within ten days shall be required.

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D. Special Assessments. The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Those Special Assessments shall be allocated among Lots and their Owners on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

E. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, 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 administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot and its Owner or Owners when the Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule or regulation allegedly violated;

2. the amount of the proposed Individual Lot Assessment;

3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a

written notice requesting a hearing within ten days after the Owner receives written notice of the proposed Individual Lot Assessment; and

4. in the case of a charge for violation of a restriction, Rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of a dwelling on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

F. Water Assessments. Because the water distribution system for the Community is a private system owned by the Association, the Association will receive one or more invoices for water service provided to the Community as a whole. Upon receipt of the invoice from the utility provider, the Board (or a third party vendor contracted by the Board to provide such service) shall bill each Lot Owner for such Owner's water charges and, perhaps the Owner's sewer charges, based on a reading of such Owner's water meter and using the same unit rates charged to the Association; provided, however, that the Board (or such third party vendor) shall also include a service charge to defray the costs of administering the collection of the water and sewer charges. Water and sewer charges charged to a Lot shall constitute a Water Assessment and shall be due and payable to the Association not later than ten days following receipt by the Lot Owner of the invoice therefor. The Association shall have the right to collect Water Assessments in the same manner that it collects other Assessments including the right to exercise all remedies set forth in the Declaration, the other Association Governing Documents, and the Planned Community Act, and/or permitted by applicable law.

G. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten days after the same became due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge. If any Assessment or portion of any Assessment remains unpaid for ten days after all or any part thereof became due and payable, the Board at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable

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administrative collection charges may also be assessed for any payment remaining unpaid for ten days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten days after it is due, then the Board may authorize the filing of a certificate of lien with the Union County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or by its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien

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shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot 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 Lot 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.

7. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot, may bring an action in the Union County Court of Common Pleas for the discharge of that lien and/or for 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 Lot, 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.

8. Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

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

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X. MAINTENANCE

A. Maintenance of Common Elements by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep in good repair the Common Elements and all portions thereof including, but not limited to, those Improvements on Designated Open Spaces DOS-A, DOS-B, DOS-C, DOS-D, DOS-E and DOS-F and the private roads, drives and streets (including, but not limited to, Hyland Run, Clare Way and Tipperary Drive) on the recorded plat identified on Exhibit A attached hereto and the private water lines, equipment and apparatus that serve the Community as a whole or more than one Lot and that are not maintained by the utility company or the local governmental authorities. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements constituting a part of the Common Elements owned by the Association or otherwise maintained by the Association, in good, clean, attractive, and sanitary condition, order and repair, including, but not limited to any common mailbox bank(s); private portions of the storm sewer system that serve more than one Lot; private main water lines and apparatus serving the Community as a whole or serving more than one Lot; the private roads and streets; and any amenities, including a clubhouse and/or swimming pool, if any. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Community. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements required to be maintained by the Association.

B. Lawn Mowing and Snow Removal on Lots. Because of the unique sizes and configurations of the Lots, the Association, from and after the time that a Lot with a dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide lawn mowing and fertilization services for the lawns located on a Lot that are not located within an enclosed or partially enclosed courtyard area on a Lot. In addition, the Association, from and after the time that a Lot with a dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide snow removal services for the driveways and sidewalks located on that Lot (but not the service walk connecting the driveway to the front porch, stoop or courtyard or located within an enclosed or partially enclosed courtyard); provided that the Association shall not be responsible for any ice mitigation or removal of ice from any driveway or sidewalk located on any Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. All other lawn maintenance activities not to be performed by the Association on each Lot, including, but not limited to, watering and irrigation of lawns, shall be the responsibility of the Owners of the Lot, unless the Association, in its discretion, chooses to assume those responsibilities.

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C. Landscape Maintenance on Lots. From and after the time that a Lot with a dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, the Association will be responsible for (i) seasonal weeding of the landscape beds located in front of a dwelling on a Lot and not within the enclosed or partially enclosed courtyard area, (ii) maintenance of the trees and shrubs on a Lot that are not located within the enclosed or partially enclosed courtyard area on a Lot and (iii) seasonal mulching of the landscape beds located in front of a dwelling on the Lot and that are not located within the enclosed or partially enclosed courtyard area on a Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. The Owner shall be responsible for all other maintenance of landscaping and beds on that Owner's Lot including, but not limited to, the watering and irrigation of the same. If an Owner of a Lot desires to change the plantings originally planted by Declarant or the initial builder of the dwelling on the Lot as part of the landscaping, add new plantings in the front landscape beds or add additional trees or shrubs, such Lot Owner must secure approval from the Design Review Committee prior to effecting any such change.

D. Maintenance by Owner. Notwithstanding the landscaping and lawn maintenance responsibilities and snow removal services outlined in Sections (B) and (C) of this Article X, and subject to the other provisions of this Section D and the provisions of Section H of Article VI, each Owner of a Lot shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority or is expressly the responsibility of another Owner. Each Owner shall be responsible for and shall promptly furnish all necessary materials and perform or cause to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements (including, specifically, and without limitation, all buildings, the dwelling, driveways and landscaping) on that Lot that are not to be maintained by the Association; provided that in the case of Improvements within a Courtyard Easement, the Owner benefitted by the Courtyard Easement shall be responsible for the repair, maintenance and replacement of the same. Each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

E. Right of Association to Repair Lot. If any Owner fails to maintain that Owner's Lot or Improvements thereon in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the

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Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred.

F. Damage to Common Elements by Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. The provisions of this Declaration shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the consent of all holders of first mortgage liens on Lots.

B. Enforcement; Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, Rule or the provisions of the other Association Governing Documents, to restrain and/or to enjoin any 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) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Committee, or any Owner to enforce any provision of this Declaration, the Association Governing Documents or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

C. Amendments.

1. Amendments by Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may modify the covenants, conditions, restrictions and easements set forth herein or may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without

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limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's Office of Union County, Ohio, an amendment or supplement to this Declaration or a supplemental declaration specifying that such Additional Property is part of the Community. Such an amendment or supplemental declaration shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such supplemental declarations or amendments or supplements to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

2. Amendments by the Association. After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, that eliminates the Association's obligations to maintain the private drives, private streets, water lines, and storm sewers constituting the Common Elements unless the maintenance of such items is assumed by a governmental entity or the utility provider, as appropriate, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association, and shall contain

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their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Union County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. After the Turnover Date, the Board may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

No amendment made pursuant to the provisions of this Article XI, Section C may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through all streets, alleys, paths, walkways and easements located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Elements or any property

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owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

E. Declarant's Rights to Re-plat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or re-plat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Association and each Owner whose Lot is not altered by such amendment, alteration or re-platting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or re-platting and shall be deemed to have joined in the same.

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

1. any proposed amendment of this Declaration;

2. any proposed termination of the Association; and

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

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder or insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments.

G. 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 or is unenforceable, 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.

H. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of the Declarant, the Association, and the present and future owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between

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the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

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

J. Notices. Notices, demands or other communications to an Owner shall be given in writing, by personal delivery or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

K. Exhibits. The exhibits hereto are part of this Declaration as if set forth in full herein.

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

M. Additional Provisions.

1. Community Authority Declaration. The Community is subject to a Declaration of Covenants, Restrictions and Agreements for the Community Authority (the **"CDA Declaration"**) recorded in the Recorder's Office, Union County, Ohio, in OR Book 859, Page 275, et seq., and all amendments thereto. Each Lot shall be sold and conveyed subject to the provisions of the CDA Declaration and the other Community Authority governing and operational documents and shall be obligated to pay assessments as provided therein. In the case of a conflict between the provisions of this Declaration and the most restrictive provision shall control.

2. Jerome Village Master Deed Declaration, Restrictions and Bylaws. The Community is subject to the provisions of the Jerome Village Master Deed Declaration, Restrictions and Bylaws (the "**Master Declaration**") of record in OR Book 907, Page 572, et seq., records of the Recorder's office of Union County, Ohio, and all amendments thereto. Each Lot shall be sold and conveyed subject to the

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provisions of the Master Declaration and the other Master Association governing and operational documents and shall be obligated to pay assessments to the Master Association as provided therein. In the case of a conflict between the provisions of this Declaration and the most restrictive provision shall control.

3. Jerome Village Residential Property Owners Association Deed Declaration, Restrictions and Bylaws. The Community is subject to the provisions of the Jerome Village Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "**RPO Declaration**") of record in OR Book 911, Page 922, et seq., records of the Recorder's office of Union County, Ohio, and all amendments thereto. Each Lot Owner is a member of the Jerome Village Residential Property Owners Association, Inc. (the "**RPO Association**"). Each Lot shall be sold and conveyed subject to the provisions of the RPO Declaration and the other RPO Association governing and operational documents and shall be obligated to pay assessments to the RPO Association as provided therein. In the case of conflict between the provisions of this Declaration and the Governing Documents for the Community and the RPO Declaration, the most restrictive provision shall control.

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this Declaration as of the date first above written.

EPCON HYLAND, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON HYLAND, LLC, an Ohio limited liability company, on behalf of said liability company, this 18th day of January, 2021.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Christopher A. Buerkle, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

EXEMPT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Situated in Jerome Township, County of Union, State of Ohio, and being Lots 1801 through 1806, both inclusive, Lots 1809 through 1817, both inclusive, Lots 1824 through 1856, both inclusive, Designated Open Spaces DOS-A, DOS-B, DOS-C, DOS-D, DOS-E and DOS-F, respectively, and the private roads, drives and streets (including, but not limited to, Hyland Run, Clare Way and Tipperary Drive) as the same are numbered, identified, and delineated on the recorded plat of The Courtyards on Hyland Run, Phase 1, of record in Plat Book 6, Pages 76A-76D (Slot 38) (Instrument No. 202006220005942), Recorder's Office, Union County, Ohio.

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EXHIBIT B

CODE OF REGULATIONS

(BYLAWS)

OF

THE COURTYARDS ON HYLAND RUN HOMEOWNERS' ASSOCIATION, INC.

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ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be The Courtyards on Hyland Run Homeowners' Association, Inc. (the "**Association**").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for The Courtyards on Hyland Run Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as the "**Courtyards on Hyland Run**" or as the "**Community**". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "**Planned Community Act**").

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Hyland Run to which this document is attached and any amendments or supplements thereto (hereinafter the "**Declaration**"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "**Member**" of

the Association. "**Owner**", as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "**Owner.**" The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in the Community shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Epcon Hyland, LLC, an Ohio limited liability company and the Declarant of The Courtyards on Hyland Run (hereinafter, the "**Declarant**"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time the Community, including all "**Additional Property**" defined in the Declaration, has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant. At such time as Declarant elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. If more than one of such Owners attends a

meeting, acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the Lot. If only one such person or entity attends a meeting, votes or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Declarant, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the second quarter of each calendar year, on a date established by the Board of Directors of the Association. or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required to be held prior to the Declarant's relinquishment of control of the Association.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than

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twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote

of all Members present, in person or by proxy, and voting on the action; provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected and those candidates receiving the greatest percentage of votes shall serve the longest terms. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting and voting on such matter, unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

Section 3.10. Notwithstanding any provision contained in the Code to the contrary, during such a time and only during such a time as any federal, state or local governmental rule, regulation, declaration, or other action, including, but not limited to, the declared Ohio "State of Emergency" and the United States "National Emergency" in effect as of the date

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of the recording of the Code, prohibits or otherwise makes an in-person meeting of the Members impossible, unsafe, and/or impractical, the Board of Directors in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Members including, but not limited to, a meeting called for the purpose of electing a Director or Directors pursuant to the provisions of Article IV of the Code, whereby Members may be permitted and/or exclusively allowed to attend the meeting "in person" by the use of "**Authorized Communications Equipment**". For the purposes of this Section 3.10, "**Authorized Communications Equipment**" shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Code, the "place" of the meeting described within this Section 3.10 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the Board of Directors' sole and absolute discretion. Any Member who uses Authorized Communications Equipment under this Section 3.10 is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. In the event a purpose of a meeting of the Members is to elect one or more Directors to the Association, the Board of Directors may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board of Directors, to submit a nomination(s) prior to the election. The Board of Directors may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5312 of the Revised Code of Ohio. By way of example and not limitation, this may include the ability of the Board of Directors to enact procedures for Members to cast a vote by written ballots; mailed ballots; general or directed proxies; and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of the Code.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors. Said persons shall manage and

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conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the "**Association Governing Documents**") and by the Planned Community Act until they resign, or until their successors are elected and qualified.

Before the relinquishment of control of the Association by the Declarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion. Members of the Board of Directors appointed by the Declarant need not be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

Subsequent to the relinquishment of control of the Association by the Declarant, the Board of Directors shall consist of three individuals. Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall be elected to staggered terms so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Lot, the spouse of an Owner or Co-Owner of a Lot, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than thirty (30) days, or then be an adverse party to the Association, or its Board of Directors or any member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

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Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director may contemporaneously communicate with each other Director.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Lot Owner or any other person, other than a Director, may attend or participate in any

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discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a Managing Agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board of Directors may delegate to any such Managing Agent, person, firm or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, this Code of Regulations and the Planned Community Act, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations, Articles of Incorporation or Planned Community Act, and without limiting the generality of the foregoing, the Board of Directors 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, Code of Regulations and Articles of Incorporation;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

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

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(d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements and other Improvements that are the responsibility of the Association;

(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 (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than thirty (30) days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published Rules and regulations or of any provisions of the Declaration);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, 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, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection

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thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Community;

(m) purchase and cause the Association to hold title to real property; and

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

Section 4.11. It shall be the duty of the Board of Directors 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 Elements 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 of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners;

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

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and, in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

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(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 setting forth whether or not any Assessment has been paid;

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

(h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of

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his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

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ARTICLE VI

FISCAL YEAR

Section 6.01. Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE VII

INDEMNIFICATION

Section 7.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person 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 Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and 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, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless

disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Union County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five (5) years, or (c) by the Members, or (d) by the Court of Common Pleas of Union County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the

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disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Union County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Union County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by this Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's

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official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants

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or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VII; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Union County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Union County, Ohio in any such action, suit or proceeding.

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

SAMPLE

ARTICLE IX

AMENDMENTS

Section 9.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Lot Owners.

ARTICLE X

DURATION

Section 10.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Community.

ARTICLE XI

MISCELLANEOUS

Section 11.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

SAMPLE

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, December 5, 2025 8:23 AM
To: Brad Bodenmiller
Subject: RE: The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 Final Plat - Bond & Other Comments

I do not have any additional comments on the plans. This section does not require a bond as it is all private with no public infrastructure. The first phase required a bond for the road widening that occurred on Ryan Pkwy.

Thanks,

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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, December 5, 2025 12:26 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 Final Plat - Bond & Other Comments

Luke,

Did the Union Co (U) Commissioners approve the bond for **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**? Also, do you have any other comments? I received comments from the Map Room earlier today.

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

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Thursday, December 4, 2025 7:31 AM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Joseph Grove
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat
Attachments: MapRoomRevCrtyrdWhiteOaks2Page1.pdf; MapRoomRevCrtyrdWhiteOaks2Page2.pdf

Hello,
Here is the County Map Room Review:

Page 1: Bottom right I just put a question mark next to the acreages. I matched your total. I recognize you had normal rounding errors. I don't see an issue with how you distributed the rounding error. But on page 2 in Reserve D, it shows 5.346 acres instead of 5.364 acres. I just wanted to bring it to your attention and it can stay if you need to keep it as is.

Page 2: item 1- just move a decimal one place to the left in the Parcel Number.
Item 2 – Same as page 1. Just make sure your comfortable with the acreages. Your total is good.
Item 3 – just pointing out the 5.346 acres noted in Reserve D
Item 4 – I believe the 105.00 feet should be 120.00 feet on the south line of Lot 2709
Item 5 – To plat Lot 2705 some curve information is needed
Item 6 - If you add an 18.50 feet dimension I think it clarifies the south line of the jut-out is parallel to the centerline of Parker Lane.

That is all.

Thanks,
Chris

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, November 25, 2025 9:43 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**. Paper copies are being delivered/mailed. Please note the meeting dates and call with any questions. Thank you!

For your reference, I've included a link below to the decision letters associated with plats being reviewed this month. If you scroll-through each decision letter, you will find comments required/submitted by your agency during a prior review. (This may help expedite your review.)

December 2025 Subdivisions

Note: This is one of two 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

THE COURTYARDS AT WHITE OAKS

PHASE 2

Situated in the State of Ohio, County of Union, Township of Jerome, and in Virginia Military Survey District Survey Number 2991, containing 14.729 acres of land, more or less, said 14.729 acres being part of those tracts of land conveyed to **EPCON RYAN PARKWAY, LLC** by deed of record in Instrument Number 202309140006746, Recorder's Office, Union County, Ohio.

Know all men by these presents that **EPCON RYAN PARKWAY, LLC,** an Ohio limited liability company, by **CRAIG CHERRY**, Regional President, owner of the land platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"THE COURTYARDS AT WHITE OAKS PHASE 2"**, a subdivision containing Lots 2686 to 2719 and 2763 to 2778, all inclusive, and areas designated as Reserves "D" and "E", does hereby accept this plat of same.

The owner hereby grants and reserves easements in, over and under those areas designated on this plat as "Drainage Easement" and "Utility Easement" for the construction, operation, maintenance and replacement, as necessary, of utility lines providing utility service in and to the Development to all present and future utility providers providing utility service to the Development. Each of the Utility Easements permit the construction, operation, maintenance and replacement, as necessary, of all public and quasi-public utilities above, beneath and on the surface of the ground, and where necessary, for the construction, operation, maintenance and replacement, as necessary, of service connections to all adjacent lots and lands and for storm water drainage. No buildings, permanent structures or plantings shall be permitted in the easement areas. The rights and grant of the Utility Easements shall include the right, without liability therefor, to the respective utility provider, to remove trees, lawns and landscaping that encroach into the Utility Easement which may interfere with the construction, operation, maintenance and replacement, as necessary of the utility facilities operated by the respective utility provider. The utility providers are hereby granted the limited right of access across other areas of the platted land in order to exercise their easement rights granted hereby, so long as the respective utility providers exercise commercially reasonable practices, and repair any damage to the platted land outside the Utility Easements.

Epcon Ryan Parkway, LLC, in recording of this plat of The Courtyards at White Oaks Phase 2 has designated certain areas of land as Reserves, which may contain but not be limited to parking, walking, green areas, community facilities, private streets, sidewalks and common parking areas, all of which are intended for use by the owners of the fee simple titles to the lots, units and reserve areas in the The Courtyards at White Oaks development. Reserve "E" is not hereby dedicated for use by the general public but is hereby dedicated to the common use and enjoyment of the owners of the fee simple titles to the lots, units and reserve areas in The Courtyards at White Oaks development as more fully provided in the declaration of covenants, conditions and restrictions, which will be recorded subsequent to the recordation of this plat.

The owners of the fee simple titles to said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", and to lots and reserve areas in existing and future sections of the The Courtyards at White Oaks development shall have and are hereby granted a non-exclusive right-of-way and easement for access to and from public streets, in and over said Reserve "E" to be shared with the owners of the fee simple titles to each other of said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", and with the owners of the fee simple titles to the lots and reserve areas in existing and future sections of the The Courtyards at White Oaks development. Said owners of the fee simple titles to said Lots numbered 2686 to 2719 and 2763 to 2778, all inclusive, and to said Reserve "D" and Reserve "E", shall have a non-exclusive right-of-way and easement in and over similar such access ways to public streets that future sections of the The Courtyards at White Oaks development may provide. Within said Reserve "E", a non-exclusive access easement is hereby granted to Union County, its successors and assigns, and other Governmental Employees for use in the course of providing Police, Fire, Medical or other Governmental Services to the lots and lands adjacent to said Reserve "E".

In Witness Whereof, **CRAIG CHERRY**, Regional President of **EPCON RYAN PARKWAY, LLC,** has hereunto set his hand this ___ day of _____, 20__.

Signed and Acknowledged In the presence of:

EPCON RYAN PARKWAY, LLC

_____

By _____
CRAIG CHERRY,
Regional President

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **CRAIG CHERRY**, Regional President of **EPCON RYAN PARKWAY, LLC,** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **EPCON RYAN PARKWAY, LLC,** for the uses and purposes expressed herein.

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

My commission expires _____

_____
Notary Public, State of Ohio

Reviewed this ___ day of _____, 20__

_____
Chairman, Jerome Township Trustees

Approved this ___ day of_____, 20__

_____
Union County Engineer

Approved this ___ day of _____, 20__

_____
Union County Health Department

Approved this ___ day of _____, 20__

_____
Logan-Union-Champaign
Regional Planning Commission

Approved this ___ day of _____, 20__

Union County Commissioners

_____

_____

_____

Transferred this _____ day of _____, 20__

_____
Andrea L. Weaver
Auditor, Union County, Ohio

Filed for record this ____ day of,_____, 20__ at _____M. _____

_____
Karen J. Riffle
Recorder, Union County, Ohio

Record this _____ day of _____, 20__ in

Plat Book _____ Pages _____

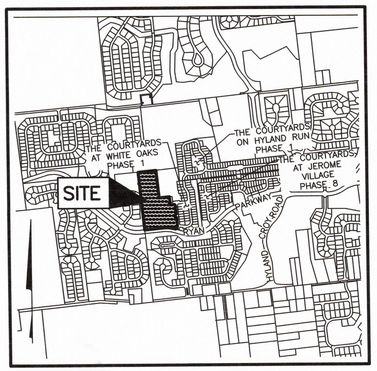
Slide _____

VARIANCES

a. Variance from Union County Technial Design Standards, Article 1, Section 101 - Street Design, Parts H - Horizontal Alignment, I - Pavement Width, & J - Curbs. Resolution 23-365. Dated 08-09-2023.
b. Variance from Union County Technial Design Standards, Section 202 - Rigid Pavements. Resolution 23-366. Dated 08-09-2023.
c. Variance from Union County Subdivision Regulations, Article 4, Section 412 - Blocks to allow a block length less than 500' minimum. Resolution 23-367. Dated 08-09-2023.
d. Variance from Union County Subdivision Regulations, Section 408, 3. - Permanent Dead End Streets. Resolution 23-368. Dated 08-09-2023.
e. Variance from Union County Subdivision Regulations, Article 4, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street with The Courtyards at White Oaks. Resolution 23-369. Dated 08-09-2023.

Developer

Epcon Ryan Parkway, LLC
500 StonehengeParkway
Dublin, Ohio, 43231



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, North Zone, NAD 83. Said bearing originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations. The portion of the northerly right of way line of Ryan Parkway, having a bearing of North 73°55'29" West and monumented as shown hereon, is designated as the "basis of bearings" for this plat.

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

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

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

SURVEYED & PLATTED BY

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3648
emht.com

The accompanying plat represents a subdivision of land in the Virginia Military Survey District Number 2991, Union County, Jerome Township, Ohio. The tract has an area of 2.198 acres in private streets, 7.167 acres in lots, and 5.364 acres in reserves, making a total of 14.729 Acres.

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

I hereby certify that the accompanying plat is a correct representation of The Courtyards on Berry Land Phase 1 as surveyed in February, 2023.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
◎ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\2024\0482\DWG\SHEETS\PLAT\20240482-VS-PLAT-PHS2.DWG plotted by MASTON, JOHN on 11/12/2025 2:08:18 PM last saved by JMASTON on 11/12/2025 2:00:49 PM
Xrefs: 20220630-VS-BNDY-01.DWG & 220308-BP-240414.DWG & 20240482-VS-PLAT-PHS1.DWG

THE COURTYARDS AT WHITE OAKS

PHASE 2

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

NOTE "B" - ACREAGE BREAKDOWN: The Courtyards at White Oaks Phase 2 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
17-00120460.000	126-00-00-086.000	14.729 Ac.

17-0012046.0000

NOTE "C" - ACREAGE BREAKDOWN:

Total acreage	14.729 Ac.
Reserve	5.364 Ac.
Acreage in lots	7.167 Ac.
Acreage in private rights-of-way	2.198 Ac.

NOTE "D" - RESERVE "D": Reserve "D", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at White Oaks subdivisions for the purpose of open space.

NOTE "E": All of the land hereby being platted as The Courtyards at White Oaks Phase 2 is within Zone X (areas determined to be outside of the 0.2% chance floodplain) as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for the County of Union, Ohio (Unincorporated Areas), Community-Panel Number 39159C0390D with effective date of December 16, 2008.

NOTE "F" - RESERVE "E": Reserve "E", as designated and delineated hereon, shall be owned and maintained by the to be formed The Courtyards at White Oaks Homeowners Association. The drives constructed within said Reserve "E" will be private drives which will be owned and maintained by said association. Until such time as said association is formed and funded, the developer will be responsible for the maintenance of said Reserve "E". Said drives will not be dedicated to Union County and Union County will not be responsible for the maintenance of said drives.

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at White Oaks Phase 2 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Union County Recorder's Office.

Deed Restrictions of record in Instrument Number _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

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

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	178°09'05"	45.00'	139.92'	N 06°49'27" W	89.99'
C2	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C3	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C4	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C5	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C6	88°09'05"	23.00'	35.39'	S 38°10'33" W	32.00'
C7	53°09'34"	70.00'	64.95'	N 55°40'18" E	62.64'
C8	74°27'52"	70.00'	90.98'	N 08°08'25" W	84.71'
C9	35°37'37"	70.00'	43.53'	N 63°11'09" W	42.83'
C10	14°54'02"	70.00'	18.20'	N 88°26'59" W	18.15'

Legend

B.L. = Building Line
D.E. = Drainage Easement
D.U.E. = Drainage & Utility Easement
E.T.E. = Electric & Telecom Easement
U.E. = Utility Easement
E.E.1 = Existing 15' U.E. P.B. 6, P. 208
E.E.2 = Existing 6' U.E. P.B. 6, P. 208
E.E.3 = Existing 20' U.E. P.B. 6, P. 208
E.E.4 = Existing 20' D.U.E P.B. 6, P. 208
E.E.5 = Existing 25' D.U.E P.B. 6, P. 208

SCALE: 1" = 50'
GRAPHIC SCALE (in feet)

Line Type Legend

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

THE COURTYARDS AT WHITE OAKS PHASE 1 P.B. 6, P. 208

THE COURTYARDS AT WHITE OAKS PHASE 1 P.B. 6, P. 208

BERRY LANE

RESERVE "C"

WOODHULL WAY

STOWE DRIVE

PARKER LANE

DONAHEY LOOP

RESERVE "A"

RESERVE "D" 5.346 Ac. See Note "D"

RESERVE "E"

2.198 Ac. (a Private Street) See Note "F"

(a Private Street) See Note "F"

(Port of Reserve "E")

2720

2685

JEROME VILLAGE COMMUNITY AUTHORITY I.N. 202102160002139

RYAN PARKWAY P.B. 5, P. 336

AMENDED GLACIER PARK NEIGHBORHOOD SECTION 8-PHASE 1 & PHASE 2 & RYAN PARKWAY, PHASE 2 P.B. 5, P. 355

DOS-A

DOS-B

OSR-U

548 549 550 551 552

Ⓐ S84°06'00"W 15.00'
Ⓑ S05°54'00"E 50.00'
Ⓒ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'
Ⓓ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S39°06'00"W Ch=32.53'
Ⓔ S05°54'00"E 50.00'
Ⓕ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'

Detail NTS

J:\20240482\DWG\SHEETS\PLAT\20240482-VS-PLAT-PHS2.DWG plotted by MIRK, MATTHEW on 11/12/2025 2:44:49 PM last saved by MKIRK on 11/12/2025 2:25:35 PM
Xrefs: 20220530-VS-BNDY-01.DWG & 22035-BP-24041A.DWG & 20240482-VS-PLAT-PHS1.DWG

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

Jerome Township Zoning Department

November 26, 2025

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

Re.: The Courtyards at White Oaks, Phase 2 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the final plat known as The Courtyards at White Oaks, Phase 2 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The site is zoned Planned Development District (PD), in accordance with the provisions of Case #PD06-110, as amended. A detailed development plan, Case #PD06-110 DDP-012, 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.

2. The applicant should discuss the terms used in “Note F” with the staff of LUCRPC. From the standpoint of the applicable zoning regulations, the terminology "private street” or “private road” would be more accurate than the term “private drive”, and would be consistent with the terminology used in the Zoning Resolution and preliminary development plan approved for this PD District.

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

Sincerely,

Eric Snowden

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

Brad Bodenmiller

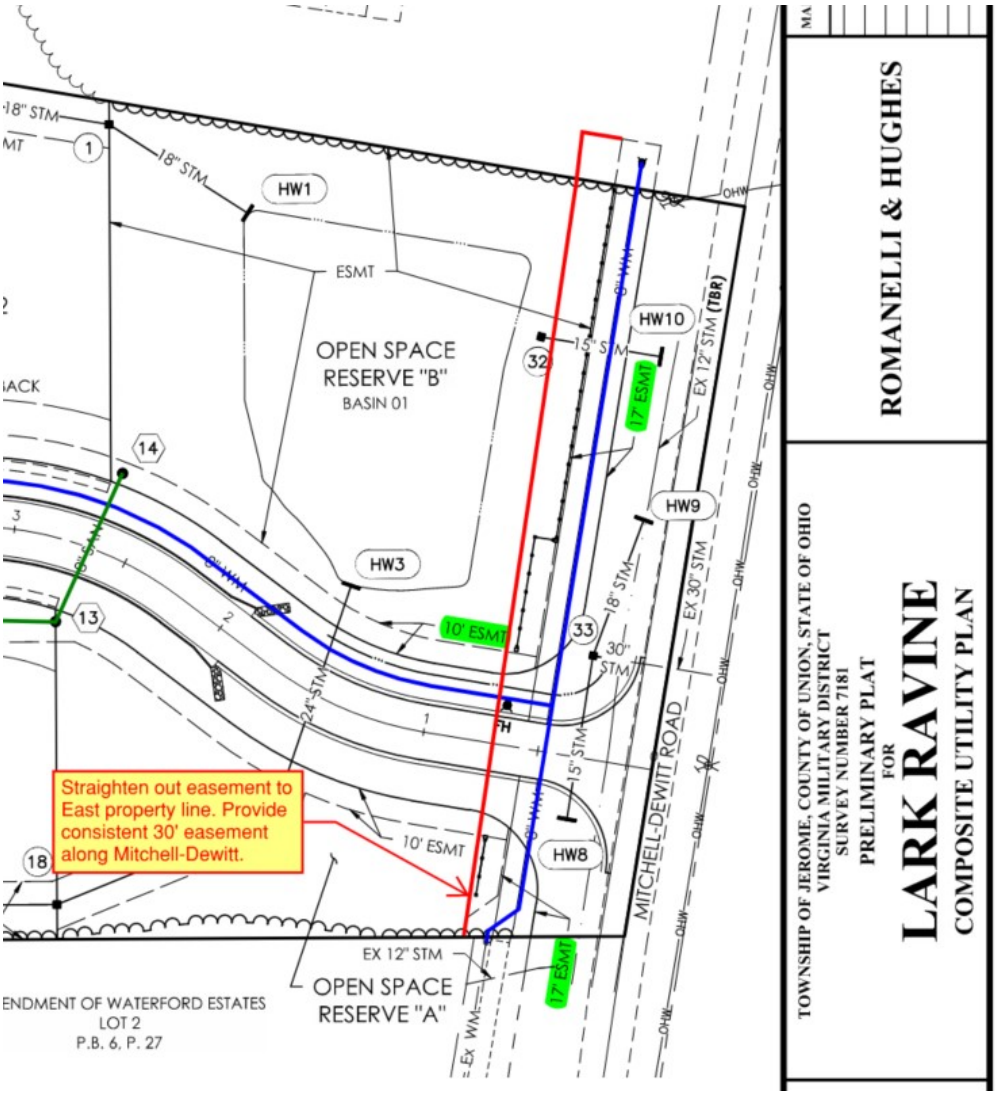
From: Connor Devine <cdevine@marysvilleohio.org>
Sent: Wednesday, November 26, 2025 11:08 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: December LUC Comments - City of Marysville

Hi Brad,

Here are the City's comments for the December LUC meeting.

Lark Ravine - Preliminary Plat

- Please straighten out the Utility Easement along Mitchell-Dewitt. Provide and label (with dimensions) 30' Utility Easement flanking the right-of-way. See the markup included in this email.



- Please provide and label (with dimensions) a 10’ Utility Easement flanking the right-of-way for all proposed waterlines within the proposed development. Specifically the middle loop around Open Space Reserve "D".
- The applicant has reached out to the City to possibly provide water and sanitary service to the adjacent property (Parcel: 1700260181000). Provide a sanitary alignment and easement on how this property will be served.
- Please provide the following Easement Language on the Final Plat: *We the undersigned owners of the within platted land, do hereby grant unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement 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.*

The Courtyards at White Oaks (Ryan Parkway) Phase 2 - Final Plat

- Please provide the following Easement Language: *We the undersigned owners of the within platted land, do hereby grant unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement 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.*

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

Have a Happy Thanksgiving!

Thanks,

Connor Devine, P.E.
Engineer II
City of Marysville, Ohio
209 South Main Street
Marysville, Ohio 43040

(937) 645-7376 (office)



Brad Bodenmiller

From: Joe Eads <jeads@unioncountyohio.gov>
Sent: Wednesday, December 3, 2025 7:47 AM
To: Brad Bodenmiller
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Brad,
You are correct, I would like to see a 20' drainage easement /utility easement. I also responded in red below .
Thanks,

Joe Eads
Drainage Maintenance Supervisor
18000 State Route 4, Ste.D
Marysville,OH 43040
937-209-2236
jeads@unioncountyohio.gov
https://www.unioncountyohio.gov/USWCD

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, December 2, 2025 12:10 PM
To: Joe Eads <jeads@unioncountyohio.gov>
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Joe,

As it turns out, I do have questions for you about **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**.

Would you please review the shared property line between Lot 2710 and Reserve D?

- If you look at the north lot line of Lot 2710, you'll see a 10' Drainage Easement and a 5' Utility Easement.
- I believe you want a 20' wide easement. Keeping in mind, the minimum width for a Utilty Easement is 20', there will need to be some change here.

Here are my two questions:

- My first question is: Do you require 20' for this easement? (I think the answer is yes.) Yes

My second question is: Do you mind if this is a shared 20' easement for Drainage + Utility? (I think you are OK with it, but want to confirm.) Yes, I am ok with the 20' shared easement.

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

From: Brad Bodenmiller
Sent: Wednesday, November 26, 2025 2:16 PM
To: Joe Eads <jeads@unioncountyohio.gov>
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Confirming receipt—thank you!

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: Joe Eads <jeads@unioncountyohio.gov>
Sent: Wednesday, November 26, 2025 1:53 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Brad,
Union soil and water have no new comments for **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**.

Joe Eads
Drainage Maintenance Supervisor
18000 State Route 4, Ste.D
Marysville,OH 43040
937-209-2236
jeads@unioncountyohio.gov
https://www.unioncountyohio.gov/USWCD

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, November 25, 2025 9:43 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**. Paper copies are being delivered/mailed. Please note the meeting dates and call with any questions. Thank you!

For your reference, I've included a link below to the decision letters associated with plats being reviewed this month. If you scroll-through each decision letter, you will find comments required/submitted by your agency during a prior review. (This may help expedite your review.)

December 2025 Subdivisions

Note: This is one of two 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

December 2nd, 2025

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

Name of Development – The Courtyards at White Oaks Phase 2

Details -

Number of Lots: 48
Front Setback: 10 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.

- 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 – Cell 937-594-3787
- Beau Michael – Key Accounts – Office 937-645-9251 – Cell 937-537-0370

General Comments:

- Sheet 2 of 2:
    1. URE will require a 20’ easement along the rear (west side) and south side of lot 2693 extending to lot 2692.
    2. URE will require a 20’ easement between lots 2697 and 2698
    3. URE will require a 10’ easement along the rear (east side) of lots 2711-2713.
    4. URE will require a 10’ easement along the rear (north side) of lots 2716-2719.
    5. URE will require a 20’ easement along the rear (north side) of lot 2715. This can be split between 2713 and 2715.
    6. See highlighted areas of attachment titled URE Easement Layout 12-2-2025.

URE will work with the developer prior to construction to complete the electrical facility layout.

Regards,

Brent Ransome
Manager of Engineering Services
Union Rural Electric Cooperative, Inc
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9241

THE COURTYARDS AT WHITE OAKS

PHASE 2

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

NOTE "B" - ACREAGE BREAKDOWN: The Courtyards at White Oaks Phase 2 is out of the following Union County Parcel Number:

Parcel Number	Map Number	
17-00120460.000	126-00-00-086.000	14.729 Ac.

NOTE "C" - ACREAGE BREAKDOWN:

Total acreage	14.729 Ac.
Reserve	5.364 Ac.
Acreage in lots	7.167 Ac.
Acreage in private rights-of-way	2.198 Ac.

NOTE "D" - RESERVE "D": Reserve "D", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at White Oaks subdivisions for the purpose of open space.

NOTE "E": All of the land hereby being platted as The Courtyards at White Oaks Phase 2 is within Zone X (areas determined to be outside of the 0.2% chance floodplain) as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for the County of Union, Ohio (Unincorporated Areas), Community-Panel Number 39179C0390D with effective date of December 16, 2008.

NOTE "F" - RESERVE "E": Reserve "E", as designated and delineated hereon, shall be owned and maintained by the to be formed The Courtyards at White Oaks Homeowners Association. The drives constructed within said Reserve "E" will be private drives which will be owned and maintained by said association. Until such time as said association is formed and funded, the developer will be responsible for the maintenance of said Reserve "E". Said drives will not be dedicated to Union County and Union County will not be responsible for the maintenance of said drives.

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at White Oaks Phase 2 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Union County Recorder's Office.

Deed Restrictions of record in Instrument Number _____

UNION COUNTY STANDARD DEED RESTRICTIONS
(as applicable)

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

Legend

B.L. = Building Line
D.E. = Drainage Easement
D.U.E. = Drainage & Utility Easement
E.T.E. = Electric & Telecom Easement
U.E. = Utility Easement
E.E.1 = Existing 15' U.E. P.B. 6, P. 208
E.E.2 = Existing 6' U.E. P.B. 6, P. 208
E.E.3 = Existing 20' U.E. P.B. 6, P. 208
E.E.4 = Existing 20' D.U.E. P.B. 6, P. 208
E.E.5 = Existing 25' D.U.E. P.B. 6, P. 208

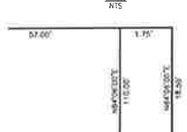
Line Type Legend

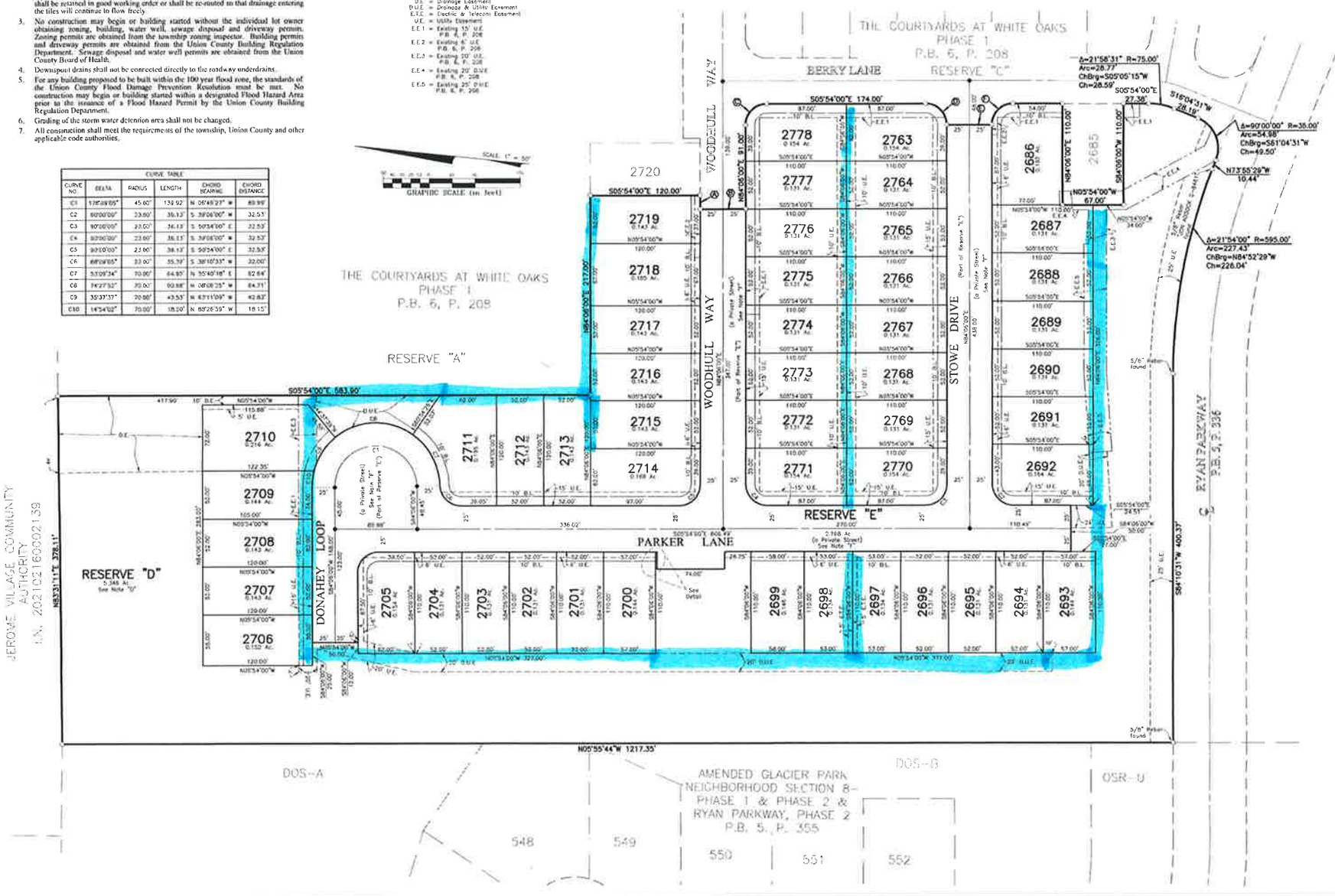
- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Subdivision Boundary Line
- Lot Line
- R/W Line
- R/W Centerline
- Easement Line

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	178°08'05"	45.00'	139.92'	N 06°48'27" W	89.99'
C2	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C3	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C4	90°00'00"	23.00'	36.13'	S 39°06'00" W	32.53'
C5	90°00'00"	23.00'	36.13'	S 50°54'00" E	32.53'
C6	88°08'05"	23.00'	35.39'	S 38°10'33" W	32.00'
C7	53°09'34"	70.00'	64.95'	N 35°40'18" E	62.64'
C8	74°27'52"	70.00'	90.98'	N 08°08'25" W	84.71'
C9	35°37'37"	70.00'	43.53'	N 63°11'09" W	42.82'
C10	14°54'02"	70.00'	18.20'	N 88°26'59" W	18.15'

Ⓐ S84°06'00"W 15.00'
Ⓑ S05°54'00"E 50.00'
Ⓒ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'
Ⓓ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S39°06'00"W Ch=32.53'
Ⓔ S05°54'00"E 50.00'
Ⓕ Δ=90°00'00" R=23.00' Arc=36.13' ChBrg=S50°54'00"E Ch=32.53'

Detail
N.T.S.





JEROME VILLAGE COMMUNITY AUTHORITY
I.N. 202102160002139

Brad Bodenmiller

From: Eric.Petee@dot.ohio.gov
Sent: Monday, December 1, 2025 5:06 PM
To: Brad Bodenmiller; Brad Bodenmiller
Cc: Casey Tuck; Joseph Grove
Subject: RE: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Hi Brad,

No comments from ODOT on this one either.

Have a great night,

Eric Petee
LPA Project Manager
ODOT District 6
400 E. William Street, Delaware, Ohio 43015
(P) 740-833-8364 (M) 614-588-4185
transportation.ohio.gov



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, November 25, 2025 9:43 PM
To: Bodenmiller, Brad <bradbodenmiller@lucplanning.com>
Cc: Casey Tuck <caseytuck@lucplanning.com>; Joseph Grove <josephgrove@lucplanning.com>
Subject: Copy of Distribution Letter + Plat for The Courtyards at White Oaks AKA Ryan Parkway Phase 2 Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for **The Courtyards at White Oaks AKA Ryan Parkway, Phase 2 – Final Plat**. Paper copies are being delivered/mailed. Please note the meeting dates and call with any questions. Thank you!

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December 2025 Subdivisions

Note: This is one of two 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

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

Zoning & Subdivision Committee
Thursday, December 11, 2025

The Zoning and Subdivision Committee met in a regular session on Thursday, December 11, 2025, at 11:31 am.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Todd Freyhof, Jeff Beard for Ashley Gaver, Joseph Grove, Steve McCall, Heather Martin, Steve Robinson, Tom Scheiderer, Aaron Smith, Luke Sutton for Jeff Stauch, and Casey Tuck. Absent member was: Tammy Noble.

Guests: Roger Brake, Village of Mechanicsburg; Patricia Brown, EMHT; Greg Iiams, Village of Russells Point; Ben Loomis, EPCON; Chris Winkle, GWP; Justin Wollenberg, Terrain Evolution; Mike Yoder, Logan County Commissioner

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Steve McCall moved a motion to approve the minutes from the November 13, 2025, meeting as written, and Todd Freyhof seconded. All in favor.

1. Review of Lark Ravine Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
    - Jeff Beard – Are they changing the acreage on the Danhof property? The other sheet still shows 3.2 acres.
        - Brad Bodenmiller – We can adjust that on the final plat because it is acreage impacting an adjoining property, not the subdivision itself.
    - Tyler Bumbalough – There isn't a connection at the top to the other development?
        - Brad Bodenmiller – We asked them to make that connection because the subdivision regulations require it. The subdivider got a variance from the commissioners to not require it. For that reason, we cannot require a connection to the Farm at Indian Run subdivision to the north.
    - Brad Bodenmiller – I believe the Health Department will have a comment for us to consider during Executive Committee, but I will need to speak with them after this meeting for clarification.
    - Tyler Bumbalough moved a motion to recommend conditional approval of the Lark Ravine Preliminary Plat based on staff report comments and adding any additional comments from the Health Department and Tom Scheiderer seconded. All in favor.

2. Review of The Courtyards at White Oaks Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
    - Steve McCall moved a motion to recommend conditional approval of The Courtyards at White Oaks Phase 2 Final Plat based on staff report comments and Steve Robinson seconded. All in favor.

3. Review of Jerome Township Zoning Parcel Amendment (Union County) – Staff Report by Joseph Grove
    - Scott Coleman – What businesses are in the area?
        - Joseph Grove – Parks Drilling Company and Builderscape, Inc. are in the vicinity. Joseph described the land uses.
    - Scott Coleman – So the planned use is consistent?
        - Joseph Grove – Yes.
    - Tom Scheiderer moved a motion to recommend approval with modifications of the Jerome Township Zoning Parcel Amendment, and Todd Freyhof seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 11:52 am with Steve McCall moving a motion to adjourn and Tom Scheiderer seconding. All in favor.