



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning & Subdivision Committee

Thursday, April 13, 2023, 12:30 pm

- Minutes from last meeting of March 9, 2023
- 1. Review of Jerome Park Amended Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Millcreek Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
- 3. Model Zoning Text: Solar Energy Systems – Staff Report by Aaron Smith

Members:

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

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JEROME TOWNSHIP US42/INDUSTRIAL PKWY
HOMEWOOD CORPORATION
PD - Planned Development District and Preliminary Plan (PD _____)

May 24, 2019

INTRODUCTION

The Site is comprised of approximately 83.5 acres located west of US 33, south of US 42, east of Industrial Parkway and north of the Kimberly and Briarwood Drive subdivision. The Site is zoned RU, Rural Residential. The proposed PUD zoning plan provides for mixed use: office park, local retail and mixed residential uses, consistent with the Jerome Township Comprehensive Plan. Clustered neighborhood design is proposed for residential Subareas C, D and E which provide a gradual transition from the more intense office and commercial uses along US 42 and US 33 in Subarea A to attached residential uses in Subarea C, E and uses in Subarea D adjacent to the existing township single-family residential subdivision to the south/south east.

Subarea A – 36.4 +/- acres, Office Park: Office, Research and Medical Uses; Local and Regional Retail Uses

Subarea B – 5.8 +/- acres, Local and Regional Retail Uses

Subarea C – 15.6 +/- acres, Attached Residential

Subarea D – 17.4 +/- acres, Detached Single Family Residential

Subarea E – 8.3 +/- acres, Attached Residential

Based upon specific staff and LUC review comments, the concept reviews conducted by the Jerome Township Zoning Commission on March 23, 2018, the March 29, 2018 Zoning Commission hearing, and the staff and Zoning Commission comments in Spring of 2019, this proposed PUD has been revised to augment the office park, add commercial areas, and retain the single lots adjacent to the Kimberly Woods subdivision and Briarwood Drive. This direction and prioritized effort specifically included an increase in density. Too, an increase in landscape buffer was suggested as an appropriate land use transition between the existing Kimberly Woods subdivision and the Township's Comprehensive Plan that calls for higher density mixed use, to include office, commercial, retail and these residential uses.

This development achieves the intent of the Planned Development District by promoting the following:

- Provides a planned mixed-use development incorporating a freeway fronting office park, commercial amenities for both the office park and the Township in general, plus a range of residential living options.
- Provides development standards that protect the unique natural qualities of the site by preserving existing natural areas with larger riparian buffers and incorporating additional open space with pedestrian connectivity throughout the development. This development exceeds the open space and buffer/preservation requirements of code.
- Provides extensive design guidelines that ensure the development is at an equal or greater quality level and compatible with adjacent properties.
- Provides an arrangement of land uses that are compatible to and transition from more intense vehicular corridors to less intense adjacent residential properties.
- Provides a range of land uses that enhance the economy of the Township by offering sites for a variety of employment opportunities and providers of goods and services.

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- The proposed PUD plan includes regional roadway infrastructure improvements.
- Encourages a unified development project through creative planning and design standards not achievable through standard zoning districts.
- Preserves existing environmental features.

I. COMMITMENTS APPLICABLE TO ALL SUBAREAS

A. Open Space

1. Open space shall be provided as shown on the Conceptual Open Space and Pedestrian Connectivity Plan.
2. Maintenance for the open space, storm water management facilities, pedestrian paths, sidewalks and entry features internal to each subarea shall be the responsibility of the individual Subarea Owners' Association.
3. A stream and wetlands are located on the property. A 200-ft. riparian buffer (100 ft. per side) and a 25 ft. wetland buffer have been provided for those areas. These are shown on the Existing Conditions Plan. Mitigation, as may be required for roadway construction, shall be provided.
4. Storm water management facilities shall be provided as required by the Union County Engineer and Ohio EPA.

B. Public Street Standards and Pedestrian Connectivity

1. Road A shall be a local road from US 42 into the site, 60 ft. right of way, 20 ft. pavement width, roadside swales and an 8 ft. wide asphalt trail located on the west/southwest side- outside of the right of way line.
2. Local Road B shall begin off Industrial Parkway as a 60 ft. right of way, with a potential boulevard section extending to the entrance into Subarea B at the northern boundary until the end of Subarea B. Thereafter the Local Road B is a 50 ft. right of way, 28 ft. of pavement (32 ft. back of curb to back of curb) with a 5 ft. concrete sidewalk located on one side of the road within the right of way.
3. Subarea B shall have private drive aisles with access to Local Road B. A 5 ft. sidewalk shall be constructed along one side of Local Road B.
4. Subarea C shall have private streets with 22 ft. of pavement back to back of curb.
5. Subarea D shall have a public street (Local Road B) with 24 ft. of pavement back to back of curb. A 5 ft. sidewalk shall be constructed on one side of the street and connect to the pedestrian path along Road A.
6. Subarea E shall have private drives/aisles approximately 22 ft. Pedestrian connectivity will be provided.

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C. Final Development Plan

1. Each subarea shall be permitted to proceed to final development plan and thereafter development, without regard to any other subarea's status.

II. SUBAREA A - OFFICE PARK USES and STANDARDS

Subarea A totals approximately 36.4+/- acres and is planned as an office park, which includes office, medical (including ambulatory care centers), research, local retail and other accessory and complimentary uses thereto.

A. Permitted and Conditional Uses

1. ORM-Office/Research/Medical District permitted uses per Section 440.01 and conditional uses per Section 440.02 of the JTZR, specifically including medical offices, hospitals, emergency rooms/department facilities, including ambulatory service and care facilities, which may operate 24 hours per day.
2. LR-Local Retail and RR Regional District permitted uses per Section 455.01 except the following:
 - 4411 Automobile Dealers
 - 447 Gasoline Stations
 - 4417 and 447190 Marine Service Stations and Truck Stops
 - 72111 Hotels
 - 812199 Baths, steams or steam baths, massage parlours, tattoo parlours, Turkish bath houses.
 - 813110 Churches or other places of religious worship
3. LR-Local Retail District conditional uses per Section 455.02 of the JTZR.

B. Lot Size and Density

1. The minimum lot size in Subarea A shall be 1.0 acre.
2. The minimum lot width of any platted lot with both frontage and access to a public right of way shall be 150 ft. Internal lots not fronting a public street are exempt from this requirement.

- C. Maximum Lot Coverage.** The total ground area occupied by all buildings and structures shall not exceed a maximum of 40% of the total area of the lot.

D. Setbacks

1. The building, parking and vehicular circulation setback shall be 40 ft. from the property line along US 33.
2. The building setback shall be 50 ft. and the parking and vehicular circulation setback shall be 30 ft. from the property line along US 42.

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3. The building setback shall be 40 ft. and the parking and vehicular circulation setback shall be 30 ft. from the east/southeast property line adjacent to Subarea E.
4. The building setback shall be 40 ft. and the parking and vehicular circulation setback shall be 20 ft. from the north/northeast side of the right of way of Road A.
5. The building setback shall be 40 ft. and the parking and vehicular circulation setback shall be 20 ft. from the west/southwest sides of the right of way of Local Road A, extending from the riparian setback to the adjacent property owner (which fronts US 42).
6. There shall be a no build zone along the west/southwest side of the right of way of Road A extending to the north/northeast areas of boundary lines of Subarea C. Portions of this no build zone include the riparian and wetland buffer areas as shown on the Conceptual Subarea Plan. This no build zone shall be maintained as open space. The construction of pedestrian paths, basins, and related open space uses, and utility/infrastructure extensions may be constructed outside of the riparian corridor/wetland buffer areas. No construction activity shall occur within the riparian corridor or wetland area except for activities associated with storm water conveyances and necessary utility/infrastructure extensions as approved by the Ohio EPA.
7. The building, parking and vehicular circulation setbacks shall be 10 ft. from the property line of adjacent parcels located along US 42 and Industrial Parkway. If these lots/areas are combined with adjacent lots along US 42 and Industrial Parkway the setback shall not be required.
8. If separate lots are created within Subarea A, buildings shall be setback (front, rear or side) 5 ft. from any internal property line or as otherwise required by the State Building Code. Internal parcels shall not have parking and vehicular circulation setbacks. Shared parking among uses and lots shall be permitted.

E. Building and Development Standards

The following combination of JTZR Chapter 440.04 standards for ORM districts and additional Innovation Corridor District standards shall apply to Subarea A:

1. Building Construction

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

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shall obtain a permit for such temporary use from the Township Zoning Inspector, which permit shall be valid for a period of 6 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. Architectural Design Standards

The standards in this section shall apply to all buildings in Subarea A.

F. General Requirements

1. Height - The maximum height of all structures in Subarea A shall be 60 ft., as measured by the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs (excluding the top of rooftop mechanicals if applicable, which shall not exceed an additional 10 ft. in height), to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.
2. Orientation - 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 with attention to the view from US 33 and any public rights of way. Buildings shall be designed and placed on the lot so that the main entrance to the building is visible from the street on which the lot fronts or US 33. The main entrance of each building or multi-tenant buildings shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, change in building materials, awnings, canopies or other such architectural features.
4. Mechanical Equipment Screening - To minimize the visual impact on adjacent uses and roadways, 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.

G. Unified and Consistent Theme – Compatible Variations

Where there are multiple buildings within a single development, the architectural design of buildings, including freestanding outparcel structures, should be organized around a planned 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 aspects of their standard architectural model that are incompatible with these standards or their context within the development, to be consistent with a development's architectural character. The previous sentences shall not be construed to infringe upon trade brands or trademark/copyright logos, colors or other corporate symbols, which may be integrated within the building materials and design standards required by this text.

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H. Building Facades

Building Facades shall comply with the following standards unless otherwise approved by the Township Zoning Commission:

1. 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.
2. Architecture – Buildings shall have double fronted (2 sided) main architecture that address US 33 and otherwise to place focus on the main entrance to as a focal point if directed to a road/right of way. The remaining two sides shall be designed and constructed using similar exterior materials and attractive architectural detailing or windows, such that walls are not blank or otherwise without variation, or interest.
3. Ornamentation and Offsets - All US 33 visible elevations shall be given attention and may 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 ft. wide or wider shall incorporate architectural elements, design/color/material variations or wall offsets a minimum of every 20 ft.
 - b. The following additional alternatives may be used in place of the required front façade offsets:
 - i. Façade color changes following the same dimensional standards as the offset requirements.
 - ii. Pilasters having a minimum depth of one foot, a minimum width of one ft., and a minimum height of 80 percent of the façade's height; and/or
 - iii. Roofline changes when coupled with correspondingly aligned façade material changes.
 - iv. Other architectural detailing or designs that vary the appearance of otherwise blank walls.

I. Loading Docks and Loading Areas

1. Loading Docks and loading areas shall not be permitted on the side of the building that faces the public right-of-way (ie. US 33 or Local Road A). Buildings shall be designed and located on the lot such that loading docks and loading areas are at the side or rear of the building.
2. All sides of any service areas and/or loading docks that are visible to adjacent residential uses or lots, Industrial Parkway, and State Route 33 shall be entirely screened from view using one of the following:
 - a. A combination of a 3 ft. mound and completely opaque walls or fences to a height necessary for screening the proposed use, but not less than 7 ft. and not exceeding 12 ft. in height.
 - b. A combination of a berm and evergreen shrubbery to obtain 100 percent screening of the area, to a minimum of 7 ft. in height, within 2 years after planting.
 - c. Loading docks may be screened from view by an extension of a building wall

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provided that the wall is constructed of materials like and architecturally compatible with the design of the principal structure.

- d. A continuous planting of evergreen trees, a minimum of 7 ft. in height at the time of planting, and staggered or spaced to achieve 100 percent screening of the area within 2 years of planting.
- e. Any combination of the above. The time of planting, and placed/staggered or spaced to achieve 100 percent screening of the area within 2 years of planting.
- f. Any combination of the above appropriate to adequately screen to achieve 100 percent screening within two years of planting, as may be approved by the Township Zoning Commission.

J. Roofs

1. The height of any sloped roof shall not exceed $\frac{1}{2}$ 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 ft. in depth shall not extend more than two ft. 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).

K. Outdoor Storage

With the exception of emergency power generation equipment and heating/cooling equipment, the outdoor storage of materials or equipment shall be prohibited.

L. Screening of Dumpsters, Storage Tanks, and Mechanical Equipment

All dumpsters, compactors, trash receptacles, storage and fuel tanks, generators, heating and cooling equipment, and all other similar building service and 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

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screen the proposed use and be architecturally compatible with the development.

M. Buffering

Where the side or rear yard of any non-residential building or use in the ICOD district abuts any residential use 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:

1. Buffering of Non-Residential uses shall be buffered from adjacent residential uses within the required side or rear yard setback, continuous for the entire length of such setback, by a landscape buffer consisting of a combination of a minimum 3 ft. high mound and a continuous planting of a combination of evergreen trees and deciduous shade trees. Evergreen trees shall be a minimum of 6 ft. in height at the time of planting and shall be staggered or spaced to achieve a minimum opacity of 80% within 3 years of planting. 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.
2. 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.
3. 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 to prevent wind and soil erosion and the nuisance of excessive wind-blown dirt and dust on adjacent properties.

N. Installation and Maintenance

1. Required yards and all other portions of the lot not covered by permitted structures shall be landscaped with grass, trees, shrubbery and/or other appropriate ground cover or landscaping material, which at all times shall be pruned, trimmed, and maintained in good and healthy condition.
2. All landscaping materials shall be installed and maintained according to accepted nursery industry procedures. The property owner shall be responsible for continued, perpetual maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse, debris, and noxious and unsightly weeds at all times.
3. The landscaping shall regularly be kept clean and free of debris, litter, and weeds.
4. All unhealthy or dead plant material shall be replaced within 30 days, or by the next planting period, whichever comes first. Replacement material shall conform to the original intent of the landscaping and buffer plan.
5. Violation of installation provisions or failure to maintain the landscaping shall constitute a violation of this resolution. Such violation shall be grounds for the Zoning Inspector to require replacement of the landscape material or initiate legal proceedings to enforce the provisions of this resolution.

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O. Parking and Loading Requirements

1. There are no minimum parking and loading requirements, and the applicant shall propose the necessary number of parking and loading spaces and a circulation plan that will adequately accommodate the expected number of employees, visitors, and delivery vehicles. The Zoning Commission shall decide on the adequacy of the proposed parking plan and make modifications during the public hearing as outlined in this Section.
2. All parking and loading areas shall be landscaped and screened according to the landscaping and screening requirements of this section.
3. In parking lots, a minimum of 1 shade tree per every 10 parking spaces shall be required. Shade trees shall be installed in the center of 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.

P. Landscaping

1. All proposed landscaping and buffering, including the proposed landscaping material, shall be provided on a site plan or on a separate landscaping plan as part of the final development plan application.
2. Landscaping shall be provided per JTZR Sections 440.07 and 620 except as provided herein.
3. Major project identification signage and entry feature signage locations are shown on the Conceptual Signage and Entry Feature Location Plan.
4. Major project identification/ ground signage shall be provided along US 33 and US 42. Entry features with ground signage and or landscaping shall be provided at each entrance into Subarea A from Road A. Entry features and major project identification signage locations are shown on the Conceptual Signage and Entry Feature Location Plan.
5. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
6. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
7. Street trees shall be provided at a ratio of 1 tree per 50 linear ft. along Road A. In areas where there are existing trees along the road, no additional street trees shall be required. Street trees may be equally spaced or planted in groupings as presented at time of final development plan. Minimum tree caliper at install shall be 2 inches.

Q. Signage

1. Wall Signs

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Wall signs are permitted on all principal structures in accordance with the following:

- a. Wall signs shall be mounted on or flush with a wall. A wall sign may be painted directly on a building wall, mounted on the façade wall, or mounted on a raceway.
- b. A wall sign shall not protrude more than 18 inches from the wall or face of the building to which it is attached, regardless of whether a raceway is used.
- c. A wall sign may be attached to a building wall or architecturally-integrated extension which faces a street, parking lot or service drive, or may be attached to a canopy or awning which projects beyond the building or is a separate structure (i.e., canopies over fuel dispensers).
- d. Wall signs shall not extend above the roofline of the building to which it is attached.
- e. Wall signs may be attached to a penthouse or roof structure including but not limited to mechanical equipment or roof screening.
- f. Size
- g. This subsection establishes the maximum sign area permitted for wall signs based on the development type.
 - i. There is no maximum number of wall signs, but the total sq. footage of wall signs located on a single façade shall comply with the requirements of this section, or as otherwise by be approved by the Township Zoning Commission.
 - ii. Where there are multiple primary facades (e.g., corner lots, lots immediately adjacent to US 33 or US 42, or through lots), the maximum wall sign area shall apply to the individual façade, unless other factors exist where the Township Zoning Commission may allow otherwise. An applicant shall not combine the total amount of wall sign area permitted on all facades and apply it to a single façade.
 - iii. An applicant may locate any portion of permitted wall signage onto a secondary façade provided that:
 - iv. The maximum wall sign area allowed shall be determined by the primary façades that face a public street;
 - v. Such wall sign area shall be deemed transferred from the primary façade to the secondary façade and shall reduce the wall sign area allowed on the primary façade accordingly; and
 - vi. The maximum wall sign area allowed on a secondary façade shall not exceed the maximum wall sign area permitted on any one primary façade (e.g., the area of wall signs allowed on multiple primary facades may not be aggregated onto the secondary façade.).

R. Buildings with Multiple Tenant Spaces

The maximum wall sign area permitted, per tenant space, shall be equal to one and one-half (1.5) sq. ft. for every lineal foot of building width assigned to the individual tenant space. Additional wall signs are permitted for each additional façade that faces directly onto a public street. The maximum sign area for the additional wall signs shall be equal to one and one-half (1.5) sq. ft. for every lineal foot of building width of the façade to which it will be attached.

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S. Buildings with Single Tenant Occupancy

The maximum wall sign area permitted shall be equal to one and one-half (1.5) sq. ft. for every lineal foot of building width. Additional wall signs are permitted for each additional façade that faces directly onto a public street. The maximum sign area for the additional wall signs shall be equal to one and one-half (1.5) sq. ft. for every lineal foot of building width of the façade to which it will be attached. The maximum sign area shall not exceed 450 sq. ft.

T. Large-Scale Commercial and Industrial Buildings (Over 150,000 sq. ft. of floor area)

The following shall apply to wall signs on commercial and industrial buildings that have 150,000 sq. ft. or more of floor area:

1. The maximum wall sign area permitted on any single façade, regardless of the number of signs, shall not exceed five percent (5%) of the total façade area.
2. (No wall sign shall exceed 35% of the height of the façade to which it is attached, as measured from the bottom of the letters or message to the top most point of the letters or message.

U. Wall Signs for Upper Level Tenants (Building Entrance Only)

For buildings that contain tenant space on upper levels that is separate and distinct from the tenants on the lower levels, the following wall signs shall be permitted in addition to any other wall signs allowed in this subsection:

1. One wall signs shall be permitted for each separate tenant on the upper floors.
2. Such wall signs shall not exceed three sq. ft. in sign area.
3. Such wall signs shall only be allowed to be placed adjacent to the building entrance.
4. Where more than one wall sign is placed at an entrance, the total group is to be related in an orderly and integrated manner in one or more vertical columns with common vertical centerlines.

V. Freestanding Signs

1. Freestanding signs shall be restricted to ground-mounted monument signs as defined in this section.
2. Freestanding signs shall be landscaped in an attractive manner and the proposed landscaping must be included in the Landscape Plan
3. All freestanding signs shall be set back a minimum of 10 ft. from any public right-of-way or property boundary line unless such signs are adjacent to a residentially zoned lot, in which case the sign shall be setback a minimum of the height of the sign.
4. Up to 50 percent of one ground-mounted monument sign on any lot may include changeable copy signage. The changeable copy sign may be a manual sign or an electronic message center. In no case, shall the copy change more than once per 4 hours.

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5. Number

- a. There shall be a maximum of one freestanding sign on each lot with a principal building; however principal buildings on lots that have more than 75 ft. of frontage on more than one public street shall be permitted to have one additional freestanding sign with one sign located along each of the public streets.
- b. Each sign permitted in accordance with the above regulation shall comply with the applicable maximum sign height and sign area standards established in this section for freestanding signs.
- c. Multi-tenant buildings on lots that have a single street frontage that is 1,500 ft. or longer shall be permitted to have one additional freestanding sign under the following provisions:
 - i. Each sign shall comply with the applicable maximum sign height and sign area standards established in this section for freestanding signs.
 - ii. The two signs shall be separated by a minimum of 100 ft. from each other.
 - iii. In all cases, there shall be a maximum of two freestanding signs permitted on each lot.
 - iv. Joint identification signs, monument style, shall be permitted at each entry/access to Subarea A. The joint identification signs shall not exceed 10 ft. in height excluding a maximum 3-foot masonry base. Total graphic area shall not exceed 100 sq. ft. per face, each user having up to 20 sq. ft. of graphic sign area (per side) and an anchor tenant (no additional graphic area limit within the total graphic area set forth herein.) Minimum distance between monument signs shall not apply.

6. Size and Height

Unless otherwise specified, the maximum sign area and maximum height of freestanding signs shall be:

STREET FRONTAGE ALONG PUBLIC RIGHT-OF-WAY	MAXIMUM SIGN AREA	MAXIMUM SIGN HEIGHT
0 - 150 ft.	50 sq. ft.	15 Ft.
151 - 300 ft.	75 sq. ft.	
301+ ft.	150 sq. ft.	

Notwithstanding anything herein to the contrary, uses that require specific signage (i.e., medical uses), shall be permitted to comply with applicable state and/or federal requirements.

The Zoning Commission may approve alternative sign designs if, in their determination, the proposed sign plan is substantially equivalent to the requirements of this section

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and/or necessary to adequately advise the public.

W. Off-Premise Outdoor Advertising Signs (Billboards)

Off-Premise outdoor advertising signs are subject to the regulations of the underlying zoning district and of <Insert Section> of this Zoning Resolution. Within the ICOD district, the following regulations shall also apply:

1. Only one off-premise outdoor advertising sign, with a maximum of two sign faces, may be permitted on a single lot.
2. Off-premise outdoor advertising signs shall be freestanding signs and shall not be located on or attached to a building or other structure not intended or utilized for the sole purpose of supporting said sign.
3. The maximum sign area and sign height for off-premise outdoor advertising signs shall not exceed 300 sq. ft. and 15 ft. in height.
4. No billboard or outdoor advertising sign shall be located nearer than twenty-five (25) ft. to any side lot line.
5. Billboards shall be located at least 1250 ft. from other billboards.

X. Lighting

1. The total height of exterior light fixtures used for parking lots shall not exceed a maximum of eighteen (18) ft. in height established from the average finished grade surrounding the light fixture.
2. All light fixtures shall be a cutoff fixture, bronze or black in color and of the same or similar manufacturer within the subarea.
3. A lighting plan shall be provided at the time of final development plan.

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III. SUBAREA B – LOCAL and REGIONAL RETAIL USES and STANDARDS

Subarea B totals approximately +/- 5.8 acres and is planned for both local and regional commercial uses.

A. Permitted Uses

Within Subarea B, all uses from the Local Retail District (LR) and Regional Retail District shall be permitted except the following:

- 4411 Automobile Dealers
- 4451 Grocery Stores (except for stores 40,000 sq. ft. or less)
- 447 Gasoline Stations
- 4417 and 447190 Marine Service Stations and Truck Stops
- 72111 Hotels
- 812199 Baths, steams or steam baths, massage parlors, tattoo parlors, Turkish bath houses.
- 813110 Churches or other places of religious worship

B. Size and Yard Setback Standards

The following lot size, frontage requirements, and yard setback standards shall apply to all lots within Subarea B:

1. Minimum Lot Size

All lots and outparcels within Subarea B shall be a minimum of 0.75 acres in size or such larger size as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements.

2. Maximum sq. footage

Within Subarea B no single use structure, and no individual tenant in a multi-tenant structure, shall exceed a maximum of 75,000 sq. ft. No single development shall exceed a maximum of 150,000 sq. ft. inclusive of all tenants.

3. Minimum Lot Frontage

There shall be no minimum lot frontage for lots in the Subarea B. All driveway locations and driveway spacing shall meet the current requirements of the Union County Engineer at the time of construction.

4. Outparcels

Shared Driveway Access shall be permitted throughout the development and specifically among lots or parcels within Subarea B.

C. Setbacks

Setbacks for Subarea B shall be as follows:

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1. From Industrial Parkway Proposed Right of Way:
 - 30 ft. Parking and Vehicular Circulation
 - 50 ft. Building
2. From Local Road B:
 - 25 ft. Building, Parking & Vehicular Circulation
 - This dimension excludes the driveway and access drive aisles which may be located in the setback area
3. From Sub area C:
 - 0 ft. Pavement
 - 25 ft. Building and Parking
4. From Subarea A:
 - The riparian setback shall be the setback from Subarea A
5. From Internal Lots:
 - 0' Pavement, Parking and Circulation
 - Setbacks between buildings shall be determined by State Building Code

D. Building and Development Standards

The following building and development standards shall apply to all uses and lots in Subarea B:

1. Building construction

All uses within Subarea B shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. Buildings shall be constructed and clad with conventional building materials of a quality equal to or better than buildings in the surrounding area. The use of tents, inflatable buildings, fabric buildings and other such structures for permanent use 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 6 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.

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3. Building Height

The maximum height of all structures in Subarea B shall be 30 ft., measured at the property line and by the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs (excluding the top of rooftop mechanicals if applicable, which shall not exceed 8 ft. in height), to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.

The following standards apply to the construction of all buildings within Subarea B:

- a. Walls – Large expanses of flat, featureless, exterior walls shall not be permitted on any building elevation within Subarea B. Buildings shall be (minimum) double fronted architecture. Other/side exterior walls shall be varied through the use of windows, changes in building mass, changes in building materials, change of colors, or other architectural details, or a combination of the above.

E. Loading, Delivery, and Service Areas

Loading, delivery, and service areas within Subarea B shall meet the following standards:

1. Location of Loading docks, delivery and service areas:

- a. Loading docks, delivery and service areas shall not be permitted on the front of any building or on the side of any building which faces a public right of way.

2. Screening

All loading docks areas in Subarea B shall be screened from view in accordance with the following standards:

- a. Screening from Non-Residential Uses – Service and delivery areas, overhead doors, and loading docks shall be screened from view of adjacent non-residential uses with existing vegetation.
- b. Screening of parking areas in Subarea B from adjacent residential uses in Subareas C and D shall be provided by a 3' height continuous planting of shrubs, spaced to achieve 100% opacity of the area within 3 years of planting.
- c. Screening of Dumpsters, Storage Tanks, and Mechanical Equipment within Subarea B. All dumpsters, compactors, trash receptacles, storage and fuel tanks, generators, heating and cooling equipment, and all other similar building service and mechanical equipment shall be screened from view on all sides by the proposed structure and/or free standing walls or fences, or by continuous row of shrubs/trees, at or above the height of the screened equipment. Free standing walls or fences shall be at a minimum height necessary to screen the proposed use, shall be constructed of materials harmonious to the building.
- 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 the JTZR.

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F. Off-Street Parking

Off street parking for all uses in Subarea B shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Section 610 and the following standards:

1. Number of Parking Spaces Required
 - a. All uses in Subarea B shall provide a minimum number of off- street parking spaces in accordance with the type of use as defined in Section 610 of the JTZR.
2. Joint or Common Parking
 - a. In Subarea B outparcels, tenants, and adjacent commercial uses within a retail development are permitted to share a common parking area provided that cross access easements and shared parking agreements are in place. Where such easements and agreements are in place between uses, the parking and pavement setback between those uses may be reduced to 0 ft. to accommodate the joint parking use.
3. Parking Lot Landscaping
 - a. All uses in Subarea B shall provide parking lot landscaping in accordance with Section 610 and the following standards:
 - i. Parking Lot Trees - The owner or developer of the proposed use shall install a minimum of 1 shade tree per every 10 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. To increase the visibility of multi-tenant "strip" retail tenants in Subarea B, the owner or developer may provide 1 shade tree per 20 parking spaces provided that the remaining landscape islands are landscaped with shrubs at a minimum.

G. Landscaping

Except as indicated elsewhere in this text, all uses within Subarea B shall be landscaped in accordance with Section 620 of the JTZR.

1. In areas where there are not basins, a 3 ft. tall undulating earth mound shall be installed (with breaks permitted for drainage, easements and emergency access) within the 30 ft. Parking and Vehicular Circulation Setback along Industrial Parkway. The earth mound shall be planted with 3 evergreen trees (with a minimum height of 6 ft. at install) and 2 deciduous trees (with a minimum 2 inch caliper at install) per 100 ft. Trees may be clustered or planted in groupings as long as the total number of trees planted meets the requirement contained herein.

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H. Signage

Signs identifying or advertising uses within Subarea B shall be in strict compliance with section 615 of this Resolution and with the standards as follows:

1. Minor project identification signage and entry feature signage locations are shown on the Conceptual Signage and Entry Feature Location Plan.
2. Minor project identification/ ground signage shall be provided along Industrial Parkway and Local Road B in Subarea B to identify the overall development including Subareas B, C, D and E. Entry features with ground signage and or landscaping shall be provided at the entrance into Subarea B from Road B. Design for the entry features and landscaping shall be provided at time of final development plan. Minor project identification signage and entry feature locations are shown on the Conceptual Signage and Entry Feature Location Plan.
3. Number and Type of Signs Permitted in Subarea B :

For all uses and lots within Subarea B the total amount of signage permitted shall be as follows:

- a. Single Uses on Individual Lots – All single uses within Subarea B shall be permitted to have one ground mounted monument sign or one building mounted wall sign. Uses on lots having frontage on more than one public right of way, provided that at least 250 ft. of frontage exists along each rights of way, shall be entitled one ground sign or one wall sign along each right or way unless otherwise prohibited below.
- b. Multi-tenant Retail Developments–Retail developments having more than one retail tenant shall be permitted one joint identification monument sign advertising the name of the development and one building mounted sign per each retail tenant. Outparcels in such developments shall be permitted one ground mounted monument sign or one building mounted sign.

I. Monument Signs

1. All monument signs within Subarea B shall comply with the requirements of Section 615 and the following requirements:
 - a. Construction - Monument signs shall be permanently installed on a solid base constructed of durable natural materials or between two posts or columns constructed of durable natural materials.
 - b. Location – Monument signs shall be set back at least 10 ft. from any right of way or lot line and shall be installed in a location that will not impede the view of traffic from driveways or intersections. When two monument signs are permitted, in the case of a corner lot, each sign shall be installed on a separate road frontage. There shall be no less than 200 ft. between the two signs and no less than 50 ft. between any one sign and the intersection of the two rights of ways.
 - c. Height and Area – The height and area of all monument signs in Subarea B shall be as follows:

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- i. Single uses – monument signs for single retail uses in Subarea B shall not exceed 4 ft. in height and 20 sq. ft. per of display area per side as defined in Section 615.
 - ii. Joint Identification signs – Monument signs advertising a multi-tenant retail development in Subarea B shall not exceed 6 ft. in height and 30 sq. ft. of display area per side. Monument signs used for this purpose may include the name of each tenant in addition to the name of the retail center or development.
 - iii. Minor Project Identification sign- Minor Project Identification sign located in Subarea B and identifying Subareas B, C, D and E shall be provided at time of Final development Plan and include appropriate details such as height, sq. footage, materials and lighting. Signs shall be designed to be compatible or complimentary to the signage within Subareas B, C, D and E.
 - d. Landscape area – Each monument sign shall be surrounded by landscaping around the base of the sign totaling a minimum of 50 sq. ft.. Landscaped areas shall be comprised of a variety of plant materials such as annual or perennial flowers, ground covers, and shrubs.
2. Wall signs. All wall signs in Subarea B shall meet the following requirements:
- a. Installation – Wall signs shall be installed and mounted in accordance with Section 615.
 - b. Construction - Wall signs may be constructed of individual letters attached to the building or constructed as a solid sign or sign cabinet.
 - c. 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 or of the storefront to which the sign(s) is/are attached and shall meet the following requirements:
 - i. For single buildings on individual lots, and for retail tenants larger than 30,000 sq. ft. in floor area in a multitenant retail structure, the total area of the sign shall not exceed 10 percent of the total area of the wall to which the sign is being attached up to a total of 125 sq. ft. in display area as defined in Section 615.
 - ii. For retail tenants less than 30,000 sq. ft. of floor area in a multitenant building the total area of the sign shall not exceed 60 sq. ft. in display area. 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.
 - c. Location – Wall signs shall be located on or along the wall(s) of the building which faces the street or parking lot and shall not project above the eaves of a sloped roof or the parapets of a flat roof. Buildings that are double fronted for architecture or located on a corner lot are permitted to have two wall signs, each sign shall be mounted on a separate building frontage and shall be a minimum of 30 ft. apart.

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J. Lighting

Except as indicated below, all exterior lighting within Subarea B shall strictly adhere to the requirements of Section 630 of the JTZR:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within Subarea B shall not exceed a maximum height of 20 ft. (pole and fixture) established from the average finished grade of the area intended to be illuminated surrounding the light fixture.

IV. SUBAREA C – ATTACHED RESIDENTIAL USES and STANDARDS

Subarea C totals approximately 15.6+/- acres and is planned for attached residential units.

A. Density

Total unit count shall not exceed 113 residential dwelling units.

B. Permitted Uses

1. Attached residential units.
2. Accessory buildings and uses normally associated with a permitted use.
3. Open space and recreational areas including accessory facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
4. Model homes and sales offices.

C. Building and Pavement Setbacks

1. The building, parking and circulation setback shall be 25 ft. from Road B right of way.
2. The building and parking setback shall be 25 ft. along the shared boundary lines of Subareas C with B and C with D. Sidewalks are permitted within the setbacks.
3. No building shall be located closer than 10 ft. to an adjacent building or accessory structure. Permitted encroachments include roof line overhangs, fireplaces and other similar
4. The front of a residential building shall be setback a minimum of 10 ft. (or minimum driveway length) from any interior drive.
5. There shall be a no build zone along the north/northeast side of Subarea C. This no build zone includes the riparian and wetland buffer areas as shown on the Conceptual Subarea Plan, Sheet 3. This no build zone shall be maintained as open space. No construction activity shall occur within the riparian corridor or wetland area except for activities associated with storm water conveyances and necessary utility/infrastructure extensions as approved by the Ohio EPA.

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D. Lot Width

Lot width shall not apply to this subarea.

E. Maximum Lot Coverage

The total ground area occupied by all buildings and structures shall not exceed a maximum of 40% of the total area of Subarea C.

F. Residential Building Standards

1. General: Each unit shall be a minimum of 1,000 sq. ft. Minimum sq. footage is exclusive of the garage.
2. Materials
 - a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber and/or cement siding and trim, hardi-plank, smart siding or other similar materials, and/or decorative synthetic millwork.
 - b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high-quality roofing materials may be utilized.
3. Garages and Parking
 - a. All homes will have at least a one car garage and one off-street parking space.
 - b. Additional guest parking spaces shall be provided at a ratio of 1 space for every six units.
4. Roofs: Roofs with slopes shall be minimum 6/12 pitch, except porch roofs which may be less. Flat roofs are permitted.
5. Windows and Shutters
 - a. Windows without shutters shall be wrapped with trim
 - b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

G. Residents Association

Applicant will establish a forced and funded Subarea C Owners Association responsible for maintenance of amenities common to the overall Subarea.

H. Landscaping

Landscaping shall be provided per Section 620 of the JTZR.

1. Entry features with signage and landscaping shall be provided at the entrance into Subarea C from Subarea B and Road B as shown on the Conceptual Signage and Entry Feature Location Plan.

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2. Design for the entry features, signage and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. One tree per unit shall be provided throughout the subarea, randomly grouped or spaced.

I. Signage

1. Signage shall comply generally with JTZR 615.07 except as noted below. Signs shall be setback minimum 10 ft. from the right of way.
2. Signs may not exceed 5 ft. in height for ground monument signs or 8 ft. height for signs attached to post or column, not including supports.
3. One single sided sign shall be permitted at each entrance to Subarea C from the entry from Subarea B and Road B. These signs shall not exceed 24 sq. ft. per sign face.
4. Conceptual signage locations are provided on the Conceptual Signage and Entry Feature Location Plan and include appropriate details such as height, sq. footage, materials and lighting. Signs shall be designed to be compatible or complimentary to the signage within Subareas B, C, D and E.

J. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the JTZR.
2. Street lighting shall be provided at each private street intersection that shall not exceed a maximum of eighteen ft. in height established from the average finished grade.
3. Each unit shall have one light at the front door. This may be uniform as either coach lights or can lights (one light located in the ceiling of the front porch or stoop cover).

V. SUBAREA D – DETACHED SINGLE FAMILY RESIDENTIAL USES AND STANDARDS

Subarea D totals approximately 17.4 acres and is planned for detached single family residential homes marketed toward empty nesters. The following development standards shall apply:

A. Density

Total unit count shall not 40 exceed residential dwelling units.

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B. Permitted Uses

1. Single family homes with one principle living structure per lot.
2. Accessory buildings and uses normally associated with a permitted use, not otherwise precluded by the development deed restrictions.
3. Open space and recreational areas including accessory structures/uses/facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
4. Model homes and sales offices.

C. Setbacks

1. Subarea Perimeter Setbacks:
 - a. The building, parking and vehicular circulation setback shall be 100 ft. from the proposed right of way Industrial Parkway, and 25 ft. from Local Roads A and B.
 - b. The building setback along Subareas A and C is the power line easement as shown on the Conceptual Subarea Plan.
 - c. There shall be a no build zone internal to Subarea D, as depicted on the Site Plan. This no build zone includes the riparian and wetland buffer areas as shown on the Conceptual Subarea Plan. This no build zone shall be maintained as open space. No construction activity shall occur within the riparian corridor or wetland area except for activities associated with storm water conveyances and necessary utility/infrastructure extensions as approved by the Ohio EPA.
 - d. A building setback of 60 ft. shall be provided from the shared property line adjacent to lots along Briarwood and Kimberly Drives.
2. Lot Setbacks:
 - a. Front building setback shall be 25 ft. from Road B.
 - b. Rear building setback shall be 15 ft., except for lots adjacent to Briarwood and Kimberly Drives as noted above in C.1.d above.
 - c. Side yard setbacks shall be 6 ft. per side on internal lots and 25 ft. on corner lots adjacent to Road A.

D. Lot Width and Depth

1. The minimum lot widths at the front building setback shall be 40 ft. (for no greater than 30% of the lots) and 52 ft.
2. Minimum width at the right of way shall be 30 ft. for any lot.
3. The minimum lot depth shall be 115 ft. for all lots except lots abutting Kimberly Woods shall have a minimum lot depth of 160 ft.

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E. Maximum Lot Coverage

1. The total ground area occupied by all buildings and structures on 40 foot wide lots shall not exceed a maximum of 50% of the total area of the lot.
2. The total ground area occupied by all buildings and structures on 52 foot lots and larger, shall not exceed a maximum of 55% of the total lot area for the lot.
3. This coverage is justified due to the staff and Zoning Commission comments that cluster housing away from the existing Kimberly Woods subdivision and which allows for the large amount of open space provided in this Subarea.

F. Residential Building Standards

1. General: Each unit shall be a minimum of 1,200 sq. ft. Minimum sq. footage is exclusive of the garage.
2. Materials
 - a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber cement siding and trim, hardi plank, smart siding or other similar materials, and/or decorative synthetic millwork.
 - b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high-quality roofing materials may be utilized.
3. Garages and Parking
 - a. All homes will have at least a one car attached garage and one off street parking space in the driveway. No greater than 30 percent of the homes may have a one car garage, with the balance being a two car garage.
4. Roofs
 - a. Roof slopes to be minimum 6/12 pitch except porch roofs which may be less.
5. Windows and Shutters
 - a. Windows without shutters shall be wrapped with trim
 - b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

G. Residents Association

Applicant will establish a forced and funded Subarea D Owners' Association responsible for maintenance of amenities common to the overall community.

H. Landscaping

1. Landscaping shall be provided per Section 620 of the JTZR, in effect at the time of zoning.

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2. Entry features with signage and/or landscaping shall be provided at the entrance into Subarea D as shown on the Conceptual Signage and Entry Feature Location Plan. Design for the entry features with signage and/or and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. An open space of approximately 3.1 acres exists along Industrial Parkway. A portion of this area contains existing trees which shall be preserved to the greatest extent possible. This area shall also contain proposed stormwater basin, landscaping, signage and entry features. Grading, utilities and infrastructure may be extended through this open space. Additional trees shall be planted to augment gaps in existing vegetation and screen the rear of lots where feasible.
6. A 3 to 5 ft. tall undulating earth mound shall be installed (with breaks permitted for drainage and easements) within the 60-foot setback adjacent to Briarwood and Kimberly Drives. The earth mound shall be planted with 1 evergreen tree per 12 ft. (with a minimum height of 6 ft. at install) and 1 deciduous tree per 25 ft. (with a minimum 2 inch caliper at install) for the length of the buffer. Where healthy trees exist along the property line, the mounding may be reduced in height or eliminated in order to preserve these trees. In these situations, evergreen and deciduous trees shall be planted as necessary and feasible to infill gaps. Trees may be clustered or planted in groupings as long as the total number of trees planted meets the requirement contained herein.
7. One street tree per lot shall be provided along Local Road B on all public streets and areas along the street without lots shall provide 1 street tree per 50 ft.. Street trees shall be 2 inch caliper at install.

I. Signage

1. The signage shall comply generally with JTZR 615.07 except as noted below.
2. Signs shall be setback 10 ft. from the right of way.
3. Signs may not exceed 5 ft. in height for ground monument signs or 8 ft. height for signs attached to post or column, not including supports.
4. Signs shall be permitted for Subarea D as shown on the Conceptual Signage and Entry Feature Location Plan. These signs shall be single sided and shall not exceed 24 sq. ft. per sign face.
5. Design for the entry features with signage and/or and landscaping shall be provided at time of final development plan and include appropriate details such as height, sq. footage, materials and lighting. Signs shall be designed to be compatible or complimentary to the signage within Subareas B, C, D and E.

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J. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the JTZR.
2. In lieu of street lights, a yard light on a post, black or bronze in color, shall be located in the front yard of each lot.

VI. SUBAREA E – ATTACHED RESIDENTIAL USES and STANDARDS

Subarea E totals approximately 8.3 +/- acres and is planned for attached residential units.

A. Density

Total unit count shall not exceed 108 dwelling units.

B. Permitted Uses

1. Attached residential units.
2. Accessory buildings and uses normally associated with a permitted use.
3. Open space and recreational areas including accessory facilities, including but not limited to structures for mail, gazebos, pavilions, clubhouse, walking paths, etc.
4. Model homes and sales offices.

C. Building and Pavement Setbacks

1. The building setback shall be 40 ft. from Local Road A, and the US 33 right of way. The building setback shall be 30 ft. from Subarea A boundary line and 50 ft. from the southerly property line.
2. The parking and vehicular circulation setback shall be 20 ft. from Road A right of way; 30 ft. from Sub area A boundary line, 40 ft. from the US 33 right of way and 50 ft. from the southerly property line.
3. No building shall be located closer than 10 ft. to an adjacent building or accessory structure. Permitted encroachments include roof line overhangs, fireplaces and other similar.
4. The front of a residential building shall be setback a minimum of 10 ft. from any interior drive.

D. Lot Width

Lot width shall not apply to this subarea.

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E. Maximum Lot Coverage

The total ground area occupied by all buildings and structures shall not exceed a maximum of 35% of the total area of Subarea E.

F. Residential Building Standards

1. Materials

- a. Exterior building materials shall be brick, stone/synthetic stone, stucco/synthetic stucco, wood, vinyl, fiber and/or cement siding and trim, hardi-plank, smart siding or other similar materials, and/or decorative synthetic millwork.
- b. Permitted roofing materials include 30 year or better dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate and ceramic tile. "Engineered" wood or slate as well as other high-quality roofing materials may be utilized.

2. Parking

- a. Surface parking shall be provided at a ratio of 1.8 spaces per unit.

3. Roofs

- a. Roofs with slopes shall be minimum 6/12 pitch except porch roofs which may be less. Flat roofs are permitted.

4. Windows and Shutters

- a. Windows without shutters shall be wrapped with trim
- b. Shutters shall be used judiciously but shall not be required on every window or on every elevation.

G. Landscaping

1. Landscaping shall be provided per Section 620 of the JTZR, except as otherwise provided herein.
2. Entry features with signage and/or landscaping shall be provided at the entrance into Subarea E as shown on the Conceptual Signage and Entry Feature Location Plan. Design for the entry features with signage and/or and landscaping shall be provided at time of final development plan.
3. Entry features may be located within the setbacks but shall not prohibit clear sight distance or cause safety concerns.
4. Entry features may include but not be limited to fences, posts, columns, walls, trellises, gazebos, signs, landscaping, signage, logo etc.
5. One tree per unit shall be provided throughout the subarea, randomly grouped or spaced.

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H. Signage

1. Signage shall comply generally with JTZR 615.07 except as noted below.
2. Signs shall be setback minimum 10 ft. from the right of way.
3. Signs may not exceed 5 ft. in height for ground monument signs or 8 ft. height for signs attached to post or column, not including supports.
4. One single sided sign shall be permitted at each entrance to Subarea E from the entry from Road A. These signs shall not exceed 24 sq. ft. per sign face.
5. Conceptual signage locations are provided on the Conceptual Signage and Entry Feature Location Plan and include appropriate details such as height, sq. footage, materials and lighting. Signs shall be designed to be compatible or complimentary to the signage within Subareas B, C, D and E.

I. Lighting

1. Other than the exceptions below, all exterior lighting shall conform to Section 630 of the JTZR.
2. Site lighting shall be provided, with details on fixtures, colors and coordination of same, at the time of final development plan. Poles (including fixtures) shall not exceed 20 ft. in height.

DRAFT

**Declaration of Condominium
and
By-Laws of Condominium Association
For**

CONDO at JEROME TOWNSHIP SUBDIVISION

Union County Auditor

By: _____

This instrument prepared by

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CONDO AT JEROME TOWNSHIP CONDOMINIUM

This is the Declaration of Condo at Jerome Township Condominium made on or as of the _____ day of _____, 2018, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Condo at Jerome Township, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. **"Additional Property"** means the land, and improvements thereon, that may, at a later date, be added to the Condominium Property and become a part of the Condominium.
2. **"Articles"** and **"Articles of Incorporation"** mean the articles, filed with the Secretary of State of Ohio, incorporating Condo at Jerome Township Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).
3. **"Association"** and **"Condo at Jerome Township Condominium Association"** mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.
4. **"Board"** and **"Board of Directors"** mean those persons who, as a group, serve as the board of Directors of the Association.
5. **"By-Laws"** mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

6. **“Common Elements”** means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting “Common Elements” of the Condominium under the provisions of the Condominium Act.

7. **“Condominium”** and **“Condo at Jerome Township Condominium”** mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

8. **“Condominium Act”** means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

9. **“Condominium Instruments”** means this Declaration, the By-Laws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, “any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit.”

10. **“Condominium Organizational Documents”** means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

11. **“Condominium Property”** means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

12. **“Declarant”** means Condo at Jerome Township, LLC, an Ohio limited liability company, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. **“Declaration”** means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. **“Director”** and **“Directors”** mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

15. **“Drawings”** means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

16. **"Eligible Holder of a First Mortgage Lien"** means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible holders of first mortgage liens.

17. **"Limited Common Elements"** means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Elements" of the Condominium under the provisions of the Condominium Act.

18. **"Occupant"** means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

19. **"Person"** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. **"Unit"** and **"Units"** mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

21. **"Unit Owner"** and **"Unit Owners"** mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

ARTICLE I.

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Union County, Ohio, is attached hereto and marked "Exhibit A".

ARTICLE II.

NAME

The name by which the Condominium shall be known is "Condo at Jerome Township Condominium."

ARTICLE III.

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and wellbeing of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions.

The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Elements Uses. Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and

Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for antennae, and may require coverings for such devices, to the extent not prohibited by law.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, (including, without limitation, the Limited Common Elements), nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an owner has allowed the Unit or Limited Common Elements appurtenant to a Unit to become unsightly, enter the Unit or come on the Limited Common Elements to clean debris and maintain the Unit and/or landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the Rules and Regulations of the Board in connection therewith), which shall become a special individual unit assessment against such Unit.

(f) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Condominium Property, and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease.

No tenant shall have any rights to occupy a unit or to use the Common Areas until notice has been provided to the Association identifying the Unit being leased and advising the Association of the commencement and expiration dates of the lease term and the names, mailing addresses, and business and home telephone numbers of the Owners, tenants and occupants.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; (c) on the Common Elements and Units used as models or as sales or rental offices, signs advertising the sale or rental of Units by the Declarant until all Units have been sold to parties unrelated to the Declarant; and (d) on the Common Elements, signs approved by the Board, displayed in accordance with rules and regulations promulgated by the Board.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the

Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- (1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (2) within thirty (30) days after a change in any of the above-described information; and
- (3) prior to the commencement of any lease of a Unit; and
- (4) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(o) Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative,

as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(p) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated 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 thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV.

IMPROVEMENT DESCRIPTIONS

There are forty buildings, containing one Unit each. The square footage, unit designation and percentage interest in common elements is shown on the attached Exhibit B. The Buildings are of wood frame construction on poured concrete foundation with vinyl siding (with stone accents) and asphalt shingle roofs. The buildings are located as shown on the Drawings, and each Unit has access to the Common Elements which have direct access to publicly dedicated right-of-way. There is also a clubhouse to be constructed.

ARTICLE V.

UNITS

Section 1. Unit Designations. Each of the 40 Units is designated on the Drawings by a building number followed by a number which corresponds to the Units address. For instance, Unit 18-_____ is located in the building designated "18" at _____ Street Address. The Unit designations for the 40 Units are set forth in Exhibit B.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, lowest level floor and the undersurface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, all within buildings (including, without limitations, the garage areas) as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls, ceiling, roof deck and floors;

(2) all windows, screens and doors, including storm doors, garage doors, and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware (including garage door openers) therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(5) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(a) any structural element of the building contained in interior walls;
and

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

(b) Unit Sizes; Locations and Components. The location of each part of each Unit and the number of rooms in each Unit are shown on the Drawings. The approximate size of each Units interior is set forth in Exhibit B. The Declarant reserves the right to modify interior features.

ARTICLE VI.

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements–Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Elements. Except for easements and rights for maintaining sales, rental and marketing facilities, and for repairing and completing improvements in the Condominium, and except in its capacity as a Unit Owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements–Description. Those portions of the Common Elements that are labeled or designated “LCE” or “Limited Common Elements” on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit may consist of a patio, porch and driveway in front of the garage, as shown on the Drawings filed herewith. All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same.

Section 3. Undivided Interest. The initial undivided interest in the Common Elements of each Unit is shown on Exhibit B, and is based upon each Unit with a one-car garage (with approximately 1,500 square feet of interior living area) having a par value of “1”, and each Unit having a two-car garage (with approximately 2,000 square feet of interior living area) having a par value of “1.1”. (Square footages are approximate, and are based upon the standard method of measuring square footage in the construction industry, from exterior dimensions of the building, although the boundaries of a Unit are measured from the interior surfaces of the exterior walls.) Upon expansion of the Condominium, the undivided interests will be recalculated based upon the smaller Units with one-car garages having a par value of “1” and the larger Units having two-car garages having a par value of “1.1”.

The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements

of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

ARTICLE VII.

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three Directors. The Unit Owners other than the Declarant shall elect one-third (one) of the Directors at such meeting and the Declarant shall designate the other two-thirds (two) of the Directors, which three Directors shall serve until the meeting described in the next paragraph.

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of 75% of the Units, but in no event later than the fifth anniversary of the establishment of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the three Directors shall be staggered so that the terms of one of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings,

successors to the Directors whose terms then expire shall be elected to serve three-year terms.

For the purposes of this section, the percentage of unit shall be calculated with reference to the total number of Units that may be created in the Condominium, (56). Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.
- (h) Acquire, encumber, and convey or otherwise transfer personal property;

- (i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;
- (j) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (l) Impose interest and late charges for the late payment of assessments and impose returned check charges;
- (m) Promulgate and, pursuant to Section 6 of Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;
- (n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- (o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;
- (p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;
- (q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;
- (r) Suspend the voting privileges and use of common facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty days;
- (s) Purchase insurance and fidelity bonds required by this Declaration, the By-Laws, or by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;
- (t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- (u) Exercise powers that are:

- (1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;
- (2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;
- (3) Permitted to be exercised in Ohio by a not-for-profit corporation; or
- (4) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

- (5) a description of the property damaged or the violation;
- (6) The amount of the proposed charge or assessment;
- (7) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (8) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and
- (9) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

(b) Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) Manner of Notice. Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice, provided that any management contract entered into with the Developer prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

The decision by the Board not to have professional management, or to terminate professional management and assume self-management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders,

may require the Association to perform and supply an audit of the Association's financial records.

Section 8. Veterans Administration Limitations During Declarant Control Period. Prior to the time that the Declarant has turned over control of the Association to the members, if the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration: Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:

- (1) Assessment basis or assessment liens;
 - (2) Any method of imposing or determining any charges to be levied against individual unit owners;
 - (3) Reserves for maintenance, repair or replacement of Common Element improvements;
 - (4) Maintenance obligations;
 - (5) Allocation of rights to use Common Elements;
 - (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
 - (7) Reduction of insurance requirements;
 - (8) Restoration or repair of Common Element improvements;
 - (9) The addition, annexation or withdrawal of land to or from the project;
 - (10) Voting rights;
 - (11) Restrictions affecting leasing or sale of a unit;
 - (12) Any provision which is for the express benefit of mortgagees;
 - (13) The rights of any specific class of members;
 - (14) Termination of the Declaration;
 - (15) Dissolution of the Association except pursuant to a consolidation or merger; or
 - (16) Conveyance of all Common Elements.
- (c) Any of the following action taken by the Association:

(1) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);

(2) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;

(3) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;

(4) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);

(5) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);

(7) Terminating the Declaration;

(8) Dissolving the Association except pursuant to a consolidation or merger; or

(9) Conveying all Common Elements.

ARTICLE VIII.

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, is:

William Moorhead
2700 East Dublin Granville Road, Suite 300
Columbus, Ohio 43231

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX.

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under '5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and shall keep the Limited Common Elements free from debris. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all amenities and equipment placed on any patio, all windows, screens, garage doors and other doors, including the frames, sashes and jambs, and the hardware (including garage door openers) therefor; and keeping Limited Common Elements free of debris. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X.

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI.

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or common property of the Association against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of \$10,000 or 1% of the face amount of the policy. This insurance:

(d) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(e) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage. The carrier's charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(f) 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, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and

Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(g) shall provide that its coverage is primary, (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(h) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee;

(i) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(j) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, if applicable (at not less than the lesser of \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, per accident per location) and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, (\$1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, 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 arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, Directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months' worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law [including, without limitation, workers' compensation, flood insurance (if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area) and similar insurance where applicable] or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a Common Expense.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant (including, without limitation, amenities located in any patio areas), provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage

commonly referred to as “tenants’ improvements and betterments” or “building additions and alterations” coverages. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 7. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner’s share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 9. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII.

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. Obligation to Restore. In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the

Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. Election not to Restore. The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible holders of mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) Dissolution of Condominium and Partition Sale. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) No Partition Sale/Dissolution. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall [after payment to damaged Unit Owners in accordance with the balance of this subsection (b)] be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(1) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. [No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.]; or

(2) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

ARTICLE XIII.

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss

with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities and Operation of the Condominium Property. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain

the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions on, over, above, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a one-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales, rental and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and Occupants of the area into which the Condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves an easement across the Common Elements to reach, and right to extend, tie into, use, maintain, repair and replace utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the condominium.

Section 8. Grant of Permanent Easement. The Declarant hereby grants a non-exclusive, perpetual easement to the future owners of Units in the Condominium Property, their heirs, successors and assigns, for their benefit and the benefit of future owners and Occupants of the Condominium Property, for pedestrian and vehicular access over roadways and footpaths within the Additional Property (described in Exhibit C), for ingress and egress to and from the Condominium Property. In the event that such Additional Property, or any portion thereof, upon which a portion of such private drive is located, is not added to the Condominium, then the Association shall pay, and charge the Unit Owners as a common expense, a portion of the maintenance, repair and replacement costs attributable to the private drive, which portion shall be billed to the Association by the owner of the private drive, and shall be calculated by multiplying the costs of such maintenance, repair and replacements by a fraction, the numerator of which is the number of Units in the Condominium, and the denominator of which is total number of residential units in the Condominium and on the portion of the Additional Property not added to the Condominium. The remedies of the owner of such private street, against the Association, for the Association's failure to pay its proportionate share of such maintenance, repair and replacement expenses, shall be limited to actions for money and appropriate attachment and collection procedures in connection therewith, but in no event shall the easement granted in this section be terminated. Neither the Association nor any of the Unit Owners may abandon this easement, nor alter any of its terms, without the consent of the Declarant or its successor in ownership of all of the Additional Property.

Additionally, Declarant grants to the future owners of Units in the Condominium Property, their heirs, successors and assigns, an easement across the Additional Property to reach, and the right to extend, as permitted by public authority and the utility company involved, to extend such lines into the Condominium Property to service the same.

These easements shall remain in full force and effect, whether or not all such Additional Property, or any part thereof, is added to the Condominium.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV.

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(3) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

A. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

B. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

C. the estimated next fiscal year's costs for utility services not separately metered;

D. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but not later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits.);

E. an amount deemed adequate by the Board, but no less than ten percent (10%) of the total budget unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of

special assessments, and for the funding of insurance deductibles in the event of casualty loss; and

F. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, 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 constituting common expenses not otherwise herein specifically excluded.

(4) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(5) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro-rata share of the annual operating assessment for that Unit.

(6) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(7) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be deemed to be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(8) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any

deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

(9) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, or which are incurred because of the Unit Owner's failure to properly maintain such Owner's Unit; the cost of insurance premiums separately billed to a Unit Owner; the cost of repairing amenities located on, and removing debris from, the Unit's Limited Common Elements; penalties and charges imposed pursuant to Rules and Regulations of the Board for violations of the Declaration, By-Laws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, By-Laws, Rules and Regulations. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute

notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Interest, fees and costs. If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(10) reasonable, uniform administrative late fees as determined by the Board from time to time;

(11) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(12) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(13) any other charges authorized by the Declaration, By-Laws or the Rules and Regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) Application of Payments. Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency; (Enforcement charges and collection costs collected from a Unit Owner shall be retained by the Association unless the Association fails to take the necessary action to collect such

delinquencies, in which event the entity which incurs such costs to collect delinquencies shall be entitled to reimbursement for such expenses.)

fourth, to the payment of delinquent installments or portions of assessments owed to the Condominium Association.

(c) Certificate of Lien. Annual operating and both types of special assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees and costs, and shall be signed by the president or other chief officer of the Association.

(d) Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Action to Discharge Lien. Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, 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.

(f) Personal Obligation of Owners. Each such assessment together with interest, fees and costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, fees and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) Legal Actions. In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

(h) No Waiver. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party. Such new title holder, (either a lender taking title by deed-in-lieu of foreclosure or other remedy in lieu of foreclosure, or a purchaser at foreclosure sale in which the Association has been joined and properly served as a party) shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale or deed-in-lieu of foreclosure sale, but shall be liable for (and the Association shall have all rights of lien and collection with respect to) any assessments or charges against the mortgaged Unit which became due and payable after such foreclosure sale or conveyance by deed-in-lieu of foreclosure.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI.

NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of Article XVII of this Declaration;
2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);
3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings;
9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;
10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien;

11. any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 7 of this Declaration.

ARTICLE XVII.

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders.

Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.

(a) the boundaries of any Unit or the convertibility of units into Common Elements or visa versa;

(b) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;

(c) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(d) the number of votes in the Association appertaining to any Unit; or

(e) the purposes to which any Unit or the Common Elements are restricted (meaning commercial vs residential use, or public vs private use. It is not the intent of this provision to inhibit the Association's control of the conveyance of interests in, or leasing of, Units or portions of the Common Elements).

Section 2. Action requiring 80% of Owners and 75% of Lenders. Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

Section 3. Action requiring 75% of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the unit owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "common expense."

Section 4. Amendments requiring 75% of Owners and 51% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

- (a) a change to any of the provisions governing voting rights;
- (b) a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%;
- (c) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;
- (d) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;
- (e) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;
- (f) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;
- (g) a change to any of the provisions governing hazard, fidelity or other insurance requirements;
- (h) a change to any of the provisions governing restrictions affecting the leasing of a unit;
- (i) a change to any of the provisions governing restrictions affecting the sale of a unit;

(j) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(k) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(l) a change to any of the provisions which provision is for the express benefit of mortgagees;

(m) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(n) a change to any of the provisions governing the rights of any specific class of members;

(o) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(p) a change to any of the provisions governing the conveyance of any or all of the Common Elements;

(q) any other amendment to any of the Condominium Organizational Documents not otherwise described herein.

Section 5. Action requiring 67% of Owners and 51% of Lenders. Except as otherwise provided herein, the following action shall require: (a) the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

(a) an increase in assessments that raise the previously assessed amount by more than 25%;

(b) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;

(c) the imposition of any new restrictions affecting the leasing of a unit;

(d) the imposition of any new restrictions affecting the sale of a unit;

(e) the decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation),

or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

(f) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(g) a decision by the Association to establish self-management if professional management has been required previously by the Condominium Organizational Documents or by an eligible mortgage lender, or by a majority vote of the members;

Section 6. Amendments not requiring consent of Owners or Lenders.

Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(a) Amendments by Declarant to Expand Condominium. Amendments aiding the expansion of the condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.

(b) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

(c) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:

(1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(2) To meet the requirements of insurance underwriters;

(3) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(5) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control.

If the condominium has been approved by the Department of Veterans Affairs, and while the Declarant is in control of the Association, any amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

Section 8. Approval by Mortgagees, Eligible Holders or Declarant.

Notwithstanding any provision in this Declaration to the contrary, any amendment to the Declaration or By-Laws of a material, adverse nature to mortgagees, or any action to terminate the condominium, shall also require the consent of mortgagees holding mortgages on Units having at least 51% of the voting power of Units which are subject to mortgage liens. A mortgagee or an Eligible Holder of a First Mortgage Lien on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within sixty (60) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request. No amendment or action shall be undertaken which changes the restrictions on the leasing of Units without the approval of the Declarant.

Section 9. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same

with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII.

EXPANSIONS

Section 1. Reservation of Expansion Option. Notwithstanding any provision in this Declaration to the contrary, the Declarant expressly reserves the option to expand the Condominium Property, by amendment adding portions of the Additional Property (without any consent to such amendment being required by any other party) as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner or Unit Owner's, mortgagee is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. The Declarant may, during the six months prior to the time that the option expires, extend the option for an additional seven years with the consent of holders of a majority of the voting power of the unit owners other than the declarant. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. Legal Description. A description of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit C", and referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 0 Units, (for a maximum total of 40 Units), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other buildings or improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number of Units that may be added to the Condominium Property there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use (the definition of residential use permits the Declarant's use of Units for sales models and offices is not considered to be "non-residential") is zero, since no commercial units may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a building, variances in set-backs or locations of structures in relation to other improvements, changes in layout of units or patio areas. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

Section 12. Types of Units. With respect to all units created on any portion of Additional Property added to the Condominium Property, such units are not required to be similar to units on previously submitted land, and there are no limitations as to what types of units may be created on the Additional Property.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patio areas, balconies, porches or stoops. The exact size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be and other factors presently undetermined. Additionally, the Declarant may create additional Limited Common Elements (which are not of the types currently included in the Condominium Property) provided that they are not inconsistent with the type of improvements located on the Condominium Property or described herein.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Successor Owner not Liable for Actions of Declarant. A successor owner of the Condominium Property or of additional property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by '5311.01(C) of the Ohio Revised Code) and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(d) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(e) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(f) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated based upon the smaller Units with one-car garages having a par value of "1" and the larger Units having two-car garages having a par value of "1.1"; and

(g) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XIX.

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefitting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, (after arbitration where the same may be required pursuant to Section 2 of Article III with respect to disputes among Unit owners) all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant,

reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 2018.

Condo at Jerome Township, LLC, an Ohio limited liability company

By: _____
James Phieffer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by James Phieffer, the president of Condo at Jerome Township, LLC, an Ohio limited liability company, the Declarant herein, who acknowledged the execution of this instrument as his free act and deed, acting on behalf of the Declarant, for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this _____ day of _____, 2018.

Notary Public

Exhibits

- A Property Description
- B Unit Designations, square footages, and undivided interest in Common Elements
- C Additional Property

EXHIBIT A

LEGAL DESCRIPTION, CONDOMINIUM PROPERTY

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

DRAFT

EXHIBIT B

UNIT DESIGNATIONS, SIZE, UNDIVIDED INTEREST IN COMMON ELEMENTS

DRAFT

EXHIBIT C
ADDITIONAL PROPERTY

DRAFT

**BY-LAWS (CODE OF REGULATIONS) OF
CONDO AT JEROME TOWNSHIP CONDOMINIUM ASSOCIATION**

ARTICLE I.

NAME AND LOCATION

The name of the Association is Condo at Jerome Township Condominium ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Condo at Jerome Township Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles") and the place of meetings of Unit owners (members) and of the Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("the Board") may from time to time designate.

ARTICLE II.

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of the Condo at Jerome Township Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III.

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of the Declarant, or upon written request of Unit Owners other than the Declarant entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners other than the Declarant, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before

such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Where a special meeting is called to approve any of the actions listed in subparagraphs A or B of Article VII, Section 7 of the Declaration, not less than 25-days' notice shall be required.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of owners entitled to cast at least twenty percent (20%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws. Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is

not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three days' notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view written versions of all communications (in the case of other electronic methods), participate and respond to every other member of the Board.

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

Section 13. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations:
 - (1) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;

(2) (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;

(3) (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or By-Laws; and

(4) (iv) establishing penalties for the infraction thereof;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

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

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

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

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future assessments and to levy assessments upon the members; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing

by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of assessments against each Unit;

(2) (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(3) (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(d) 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;

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

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

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

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V.

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

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

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

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI.

COMMITTEES

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

ARTICLE VII.

BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, By-Laws and Articles); current rules and regulations;

names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgages on a Unit, may examine and copy any of the foregoing books, records and financial statements pursuant to reasonable standards established in the Declaration, these By-Laws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Condominium Property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or
- (5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII.

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable (but no later than 120 days after the end of the Association's fiscal year) time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

2. upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX.

FISCAL YEAR

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 X.

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

Adopted by Condo at Jerome Township Condominium Association

By Condo at Jerome Township, LLC,
an Ohio limited liability company, sole member

By: _____
James Phieffer, President

April 15, 2020

EMHT
5500 New Albany Rd
Columbus, Ohio 43054

Re: Industrial Py and US 42, Plain City – 40 Residential Single Family

Dear Dan,

Thank you for wanting to choose Columbia Gas of Ohio, Inc. (COH), a NiSource Company, to serve your natural gas needs to your new proposed residential single family along Industrial Py between US 42 and Kimberly Dr, Plain City, Ohio. This letter is to confirm COH has facilities along Industrial Py, Plain City, Ohio. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

Please note that availability is contingent upon a cost benefit analysis. If the project is not deemed economically feasible for Columbia Gas, a deposit may be necessary

If you have any questions regarding availability, or how it is determined, please feel free to contact me at 614-623-2644 Monday-Friday, 8:00am to 4:30pm. Columbia Gas and I look forward to partnering with you on this and future projects.


Sincerely,

Donyel Gibson

Columbia Gas of Ohio a Nisource Company
Donyel Gibson
New Business Development Manager



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

Your Touchstone Energy® Cooperative 

4/16/2020

Mr. Dan Bruin
Project Manager
EMH&T
5500 New Albany Road
Columbus, OH 43054

Dear Dan,

We understand that you are proposing a new mixed-use development along Industrial Parkway and US 42 in Jerome Township, Union County, Ohio. This development will be served by Union Rural Electric Cooperative (URE) as well as Dayton Power & Light (DP&L).

Union Rural Electric has the availability and capacity to serve electric to all lots in our service territory. It would be our intention to serve all the lots which fall into our service territory upon a formal request from Homewood and a signed URE Developers Agreement.

Please let me know if you require any additional information.

Best Regards,

Beau Michael

Beau Michael
Director, Development and Energy Services
Union Rural Electric Cooperative



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

April 17, 2020

Mr. Dan Bruin, EI
EMH&T
5500 New Albany Road
Columbus, Ohio 43054

**Subject: City of Marysville Utilities
Homewood Corporation (Parcel 1500080080000)**

Dear Mr. Bruin,

Based on the attached exhibits, there is a downstream sanitary sewer along Industrial Parkway which should be located at an appropriate elevation for the proposed Homewood Corporation development (Parcel 1500080080000). Due to significant inflow/infiltration concerns, the existing sanitary sewer that crosses this site shall be removed and replaced.

Adequate water service can be obtained from the existing sixteen (16) inch waterline along Industrial Parkway.

Our water and wastewater treatment facilities also have adequate capacity to provide utility service to this development.

Due to the ongoing development within this sewershed area, additional upgrades / capacity fee surcharges may be needed for the City's downstream wastewater pump station (Pump Station #4, located on Industrial Parkway) and water system (fire flow) upgrades.

Any required utility extensions or upgrades will be the sole responsibility of the Developer. Also, all utility design standards and fees (including monthly user and one-time capacity charges) for the City's Utility System can be found on our website (www.marysvilleohio.org).

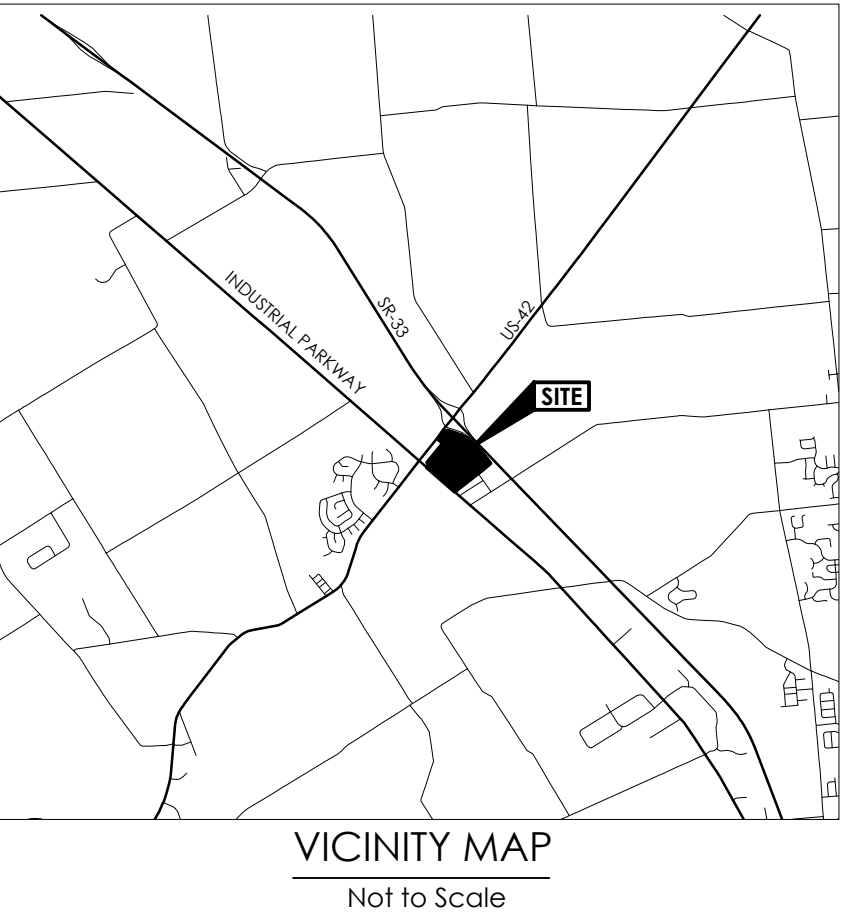
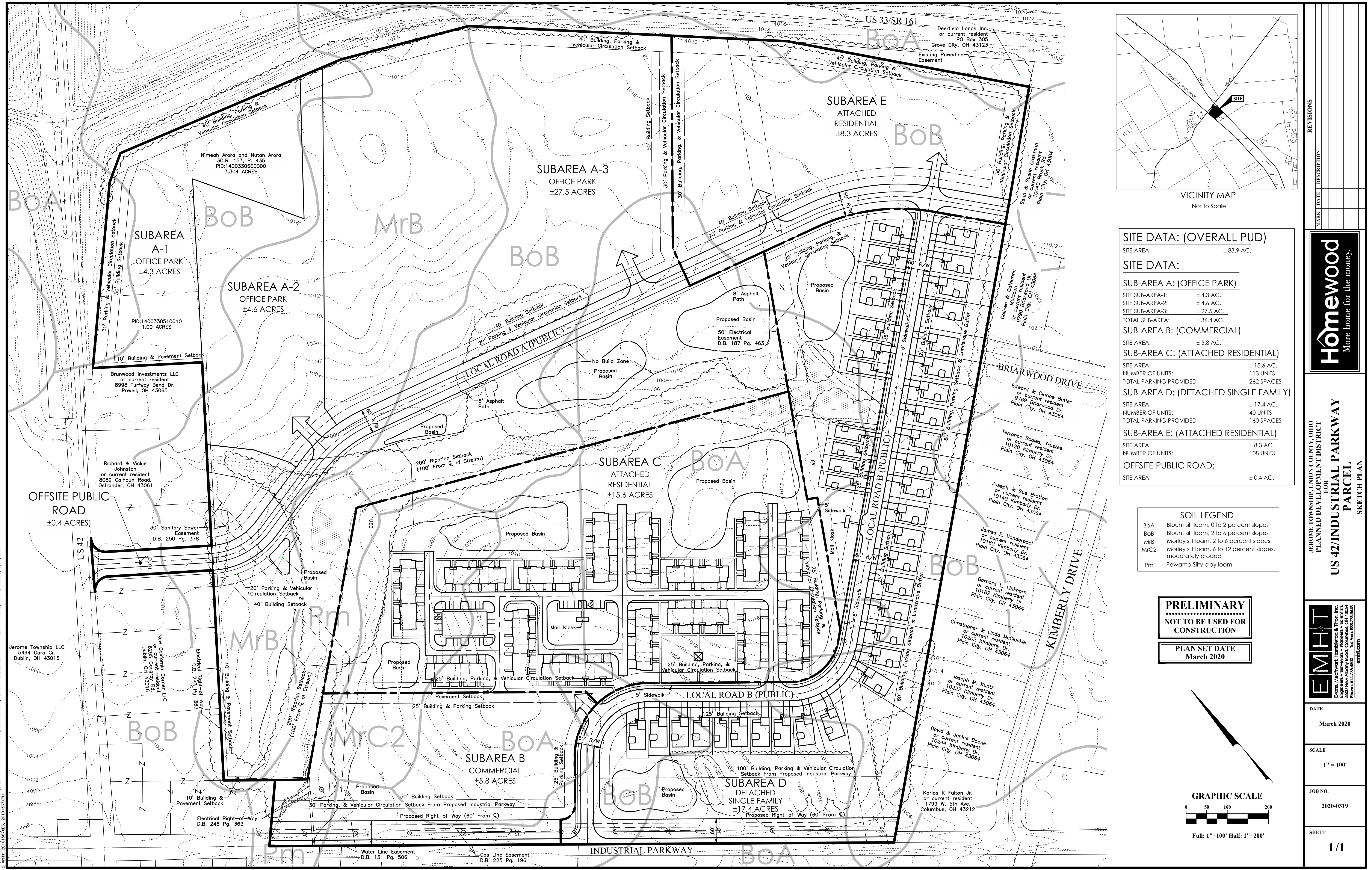
Please contact us if you need additional clarification or wish to discuss this letter in further detail.

Sincerely,

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

cc. Mike Andrako, P.E. (City of Marysville)
Scott Sheppeard (City of Marysville)

Chad Green, P.E. (City of Marysville)
Rich Felton (City of Marysville)



SITE DATA: (OVERALL PUD)

SITE AREA: ± 83.9 AC.

SITE DATA:

SUB-AREA A: (OFFICE PARK)

SITE SUB-AREA-1: ± 4.3 AC.

SITE SUB-AREA-2: ± 4.6 AC.

SITE SUB-AREA-3: ± 27.5 AC.

TOTAL SUB-AREA: ± 36.4 AC.

SUB-AREA B: (COMMERCIAL)

SITE AREA: ± 5.8 AC.

SUB-AREA C: (ATTACHED RESIDENTIAL)

SITE AREA: ± 15.6 AC.

NUMBER OF UNITS: 113 UNITS

TOTAL PARKING PROVIDED: 262 SPACES

SUB-AREA D: (DETACHED SINGLE FAMILY)

SITE AREA: ± 17.4 AC.

NUMBER OF UNITS: 40 UNITS

TOTAL PARKING PROVIDED: 160 SPACES

SUB-AREA E: (ATTACHED RESIDENTIAL)

SITE AREA: ± 8.3 AC.

NUMBER OF UNITS: 108 UNITS

OFFSITE PUBLIC ROAD:

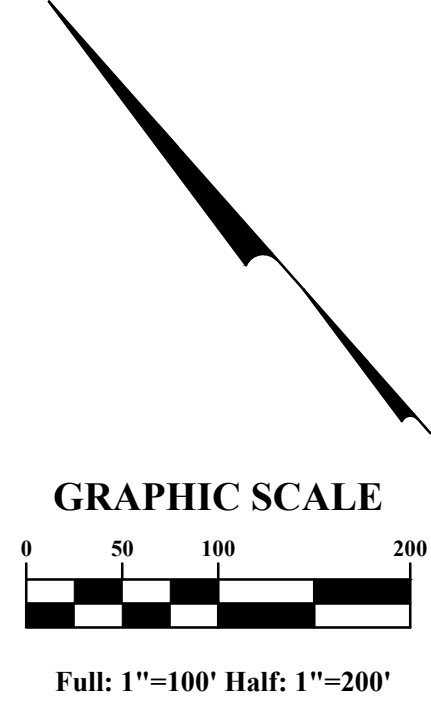
SITE AREA: ± 0.4 AC.

SOIL LEGEND

- BoA Blount silt loam, 0 to 2 percent slopes
- BoB Blount silt loam, 2 to 6 percent slopes
- MrB Morley silt loam, 2 to 6 percent slopes
- MrC2 Morley silt loam, 6 to 12 percent slopes, moderately eroded
- Pm Pewamo Silty clay loam

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
March 2020



REVISIONS		
MARK	DATE	DESCRIPTION

Homewood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
FOR
PLANNED DEVELOPMENT DISTRICT
US 42/INDUSTRIAL PARKWAY
PARCEL
SKETCH PLAN

EMHT
5075 N. MacArthur Blvd., Suite 100
Columbus, OH 43240
Phone: 614.775.5500 Fax: 614.775.5501
emht.com

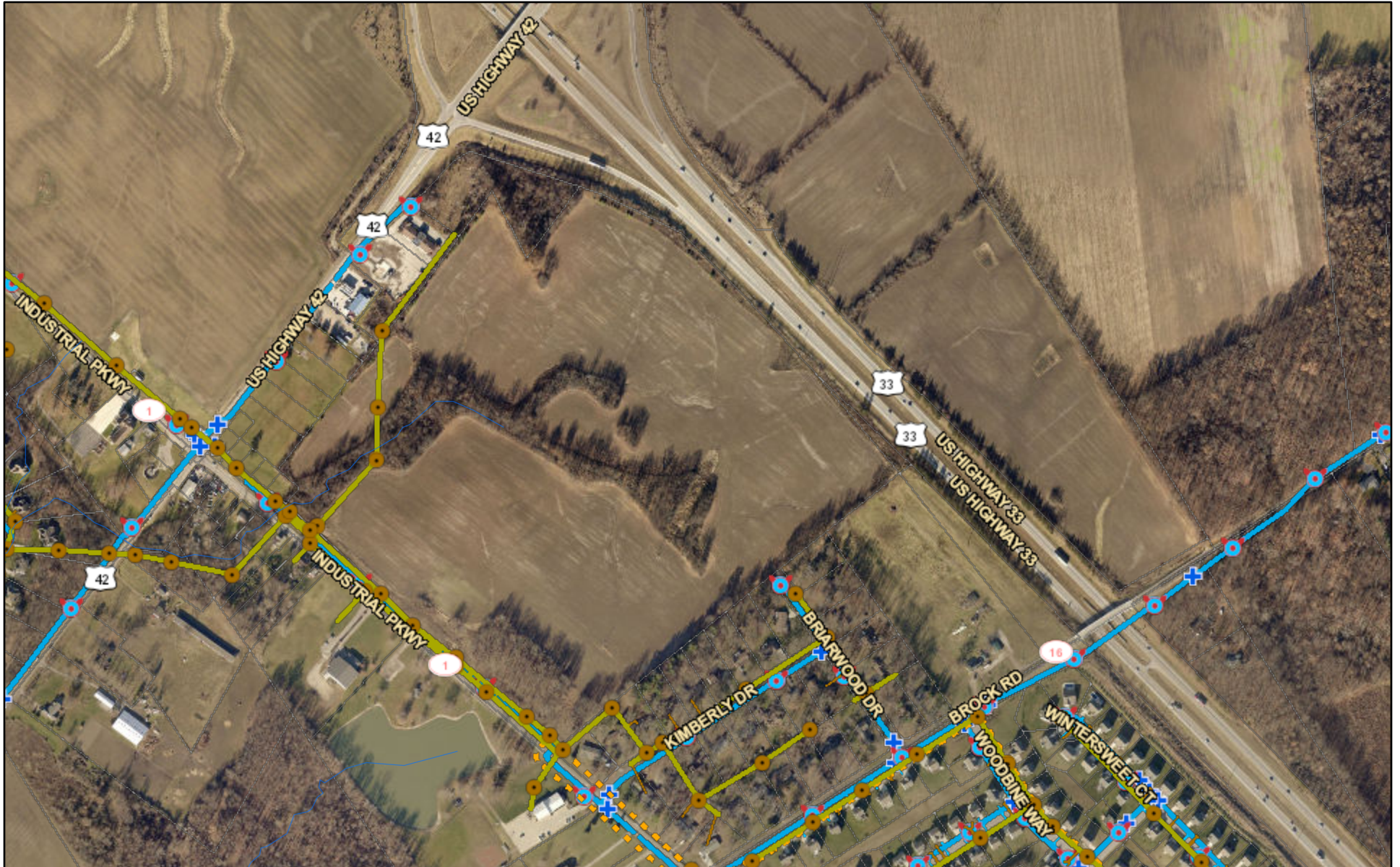
DATE
March 2020

SCALE
1" = 100'

JOB NO.
2020-0319

SHEET
1/1

City Viewer



4/17/2020, 11:01:10 AM

City Buildings



City Hall



Fire Station 271



Marysville Municipal Pool



Marysville Water Reclamation Facility



Oakdale Cemetery Administration



Police and Court Facility



Public Service Center



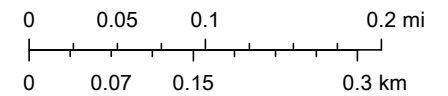
Wastewater Treatment Plant



Water Processing Plant



Schools



Public Domain, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N

City of Marysville
Data from the City of Marysville and Union County



Logan-Union-Champaign regional planning commission

November 15, 2021

Homewood Corporation* **
c/o Jim Lipnos
2700 E. Dublin-Granville Road, Suite 300
Columbus, OH 43231
jlipnos@homewoodcorp.com

RE: Amended Preliminary Plat for Jerome Park
Jerome Township, Union County

Dear Mr. Jim Lipnos:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on November 10, 2021, and reviewed the Amended Preliminary Plat for Jerome Park, Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the recommendation of **APPROVAL** of the Jerome Park – Amended Preliminary Plat with all the **CONDITIONS** and comments as outlined in the Staff Report.

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

Note: Approval of this Amended Preliminary Plat expires in November 2023. Therefore, it is necessary for you to apply in October 2023 to be placed on the November 2023 LUC meeting agendas to request extension.

Sincerely,

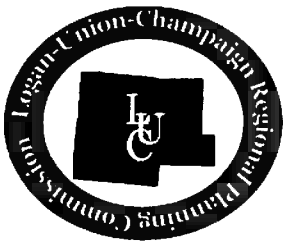
A handwritten signature in black ink, appearing to read "B. Bodenmiller", written over a horizontal line.

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

Cc: File
**EMH&T – Patricia Brown pbrown@emht.com & Dan Bruin dbruin@emht.com
* Brunwood Investments LLC 8998 Turfway Bend Dr. Marysville, OH 43040
* OhioHealth Corporation 10220 US 42 Marysville, OH 43040
* OhioHealth Corporation 0 US 42 Marysville, OH 43040
**Jerome Township Trustees – c/o Robert Caldwell, Fiscal Officer
***Jerome Township Zoning Commission – c/o Zoning Secretary
**Jerome Township Zoning Inspector – Eric Snowden
**Union County Engineer's Office – Bill Narducci
**City of Marysville – Kyle Hoyng

* Via 1st Class Mail 11-15-2021

**Via Email 11-15-2021



Logan-Union-Champaign
regional planning commission

Staff Report – Jerome Park

Applicant:	Homewood Corporation c/o Jim Lipnos 2700 E. Dublin-Granville Road, Suite 300 Columbus, OH 43231 jlipnos@homewoodcorp.com EMH&T c/o Patricia Brown, PE 5500 New Albany Road Columbus, OH 43054 pbrown@emht.com
Request:	Approval of the Jerome Park – Amended Preliminary Plat.
Location:	Located between US Hwy 33 and Industrial Parkway, east of US Hwy 42 in Jerome Township, Union County.

Staff Analysis:	<p>This Amended Preliminary Plat involves 82.87 acres of land and proposes 48 lots distributed among five subareas.</p> <p>Subareas & Acreages</p> <ul style="list-style-type: none">○ Subarea A proposes an office park and totals 34.63 acres.○ Subarea B proposes commercial and totals 4.57 acres.○ Subarea C proposes attached residential (multi-family) and totals 15.55 acres.○ Subarea D proposes detached single-family residential and totals 13.43 acres.○ Subarea E proposes attached residential (multi-family) and totals 7.30 acres.○ 7.39 acres in right-of-way○ 10.2 acres in open space (distributed within subareas) <p>Proposed utilities:</p> <ul style="list-style-type: none">○ Public water line with private services (City of Marysville)○ Public sanitary sewer (City of Marysville) <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Union County Engineer's Office submitted comments in a letter dated 11-04-21. The Engineer's Office recommended approval subject to modifications and recommendations addressed in the
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

Construction Drawings or resolved as indicated. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

1. Various TIS and updates have been submitted for this development as well as adjacent properties impacted by this development's infrastructure. These are under review by the Engineer's Office and ODOT. Further improvements or contributions towards improvements may be required pending the results of these reviews.
2. There is currently an ODOT project in design to upgrade the intersection at US 42 and Industrial Parkway. Based on the results of these traffic studies, further coordination will be required on the construction of necessary improvements triggered by this development, right-of-way dedication, and funding.
3. An access plan to serve the parcels abutting US 42 and approved by ODOT will be required to be shown on the engineering drawings. It was made clear that discussions were ongoing on providing new access/modified access all parcels abutting US 42 between US 33 and Industrial Parkway.
4. Individual intersection analysis will be required for access to all sub areas to determine the requirement for local intersection improvements (i.e. turn lanes).
5. Provide all environmental assessment and permitting documentation to our office.
6. Provide information regarding master trails and development-maintained fencing/landscaping.
7. Basins are required to be constructed to OEPA standards, including appropriate sizing for micropools and forebays.
8. Provide minimum 15' wide berm sloped at 10% or less around basins.
9. All stormwater infrastructure and drainage easements will be reviewed in more detail during the Construction Drawing review process.
10. Detail all flood routing swales, including 100-year water surface elevations, ensuring at least 1' of



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	<p>freeboard between the 100-year water surface and finished grade elevations of all building structures.</p> <ol style="list-style-type: none">11. Provide stormwater management report.12. Provide detailed construction drawings to private utility providers.13. Sheet 2: Provide typical section for multi-use paths and label location in plan views along Foraker Drive and Rhodes Center Drive.14. Sheet 2: Roller Compacted Concrete is not being permitted for public roadway construction. Please remove alternate typical section including this material for public roadways.15. Sheet 2: Roadway signage to be anchored with 3 lb. post and can transition above ground.16. Sheet 4: Clarify the asterisk-like symbol on the radius return arc length at Industrial Parkway and Foraker Drive. Overall, a legend will be required to indicate symbols utilized throughout.17. Sheet 8: The multi-use path should extend across the entirety of the development frontage on Industrial Parkway.18. Sheets 7-9: Provide clarification on need for a 60' wide drainage easement along the rear of lots 21-39. Additional storm sewer will be necessary. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ No comments received as of 11-03-21. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ No comments received as of 11-03-21. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. "All efforts should be made to provide a point of connection (via easements and/or services 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 (STS)."2. "Any home, business, or other structure that is currently being serviced by a private 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 time during development of the subdivision a PWS (well, cistern, etc.) or STS is
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS."

•City of Marysville

- The City of Marysville submitted comments in an email dated 11-03-21. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. Provide additional 20' utility easement adjacent to proposed right-of-way of Industrial Parkway along entire frontage of this subdivision.
 2. Provide 20' utility easement adjacent to right-of-way on US 42 along entire frontage of this subdivision.
 3. Provide 20' utility easement adjacent to right-of-way on US 33 along entire frontage of this subdivision.
 4. Depending on depth of the sanitary sewer, the width of related utility easements is 25-30'. Please revise accordingly.
 5. The City provided comments to the Developer during Sketch Plan and Engineer Plan submittals (April/May 2021). These have not been addressed by the Developer:
 1. Due to extensive l/l issues and poor condition of the private sanitary sewer, existing private line in A-2 and A-4 must be removed from the MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.
 2. Private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City.
 3. The remainder of the private system will be required to be removed with the development of future phases (A-1).
 4. Ensure proper separations between water and sanitary along Rhodes Center Drive.



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

•Jerome Township

- The Township submitted comments in a letter dated 11-05-21. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. The proposed Preliminary Plat complies with the approved Zoning Plan. An approved Development Plan will be required prior to the establishment of any use or construction of any improvement and for Zoning Staff to provide a letter of compliance with the zoning regulations at the Final Plat stage.

•ODOT District 6

- No comments received as of 11-03-21.

• Union Rural Electric

- ~~URE submitted comments in a letter dated 05-06-20. Some of those comments are listed below and summarized for reference. (Please refer to letter for comments.)~~
 - ~~1. URE requires 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.~~
 - ~~2. URE requests service sizes and wishes to know preference between front/rear lot services.~~
- URE submitted comments in a letter dated 11-08-21. (Please refer to the letter for comments.)

• Dayton Power & Light

- No comments received as of 11-03-21.

• LUC Regional Planning Commission

1. Subarea A-1 Lot: Lots are required to have frontage along an approved street or road. If these are not to be combined, indicate existing access to the street (§313, 15; pp. 35).
2. The dimensions and boundaries of the open space is unclear. Please add dimensioning. How will the open space in Subarea C be reserved (§313, 16.)?



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	<ol style="list-style-type: none">3. There is a multi-family development shown in Subarea C. Some sort of access is being planned via an access easement through Subarea B to Subarea C. Because of the labeling, it is unclear whether the drives labeled (Private) within Subarea C are also intended as some type of access easement. Such access easements would require a variance for a reduced right-of-way width (§406) and dead end streets (§408, 3.). The applicant was advised of this during the 2020 Preliminary Plat review and this has been reviewed with the Prosecutor's Office. This Amended Preliminary Plat appears to make the same proposal and no variances have been sought.4. Easements for water and sewer must be a minimum for 20' and 10' for other utilities (§313, 12.; §414).5. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).6. 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.).7. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).
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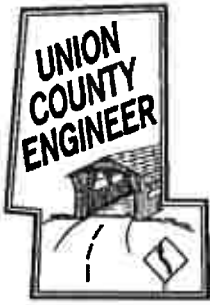
Staff Recommendations:	<p>Staff recommends <i>DENIAL</i> of Jerome Park – Preliminary Plat. This is recommended with the understanding the Zoning & Subdivision (Z&S) Committee may wish to make a different recommendation if the following occurs:</p> <ul style="list-style-type: none">○ Evidence is provided to LUC that all variances or exceptions were approved by the County Commissioners. <p>Staff recommends <i>APPROVAL</i> of Jerome Park – Amended Preliminary Plat with the <i>condition</i> that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat</p>
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat <i>prior</i> to submittal.
Z&S Committee Recommendations:	Zoning & Subdivision Committee recommends accepting staff's recommendation of <i>APPROVAL</i> of Jerome Park – Amended Preliminary Plat with all the <i>conditions</i> and comments as outlined in the Staff Report.



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

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

November 4, 2021

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

Re: Jerome Park – Preliminary Plat Review

Brad,

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

1. Various traffic impact studies (TIS) and updates have been submitted for this development as well as adjacent properties impacted by the infrastructure to be constructed with this development. These studies are currently under review by our office and ODOT. Further improvements or contributions towards improvements may be required pending the result of these reviews.
2. There is currently an ODOT project in design to upgrade the intersection at US 42 and Industrial Parkway. Based on the results of these traffic studies, further coordination will be required on the construction of necessary improvements triggered by this development, right of way dedication and funding.
3. An access plan to serve the parcels abutting US 42 and approved by ODOT will be required to be shown on the engineering drawings. From previous discussion, it was made clear that discussions were ongoing on providing new access/modified access all parcels abutting US 42 between US 33 and Industrial Parkway.
4. Individual intersection analysis will be required for access to all sub areas to determine the requirement for local intersection improvements (i.e. turn lanes, etc.).
5. Provide all environmental assessment and permitting documentation to our office for record.
6. Provide information regarding any master trails and development-maintained fencing/landscaping in the construction drawings.
7. All basins will be required to be constructed to OEPA standards, including appropriate sizing for micropools and forebays. Provide a minimum slope of 2% for all dry basin bottoms to promote positive drainage.
8. Provide a minimum 15' wide berm sloped at 10% or less around all basins for access and maintenance. Easement boundaries shall be outside of these areas to permit access under the Ditch Maintenance program.
9. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
10. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
11. Provide a stormwater management report for review.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

12. Provide detailed construction drawings to private utility providers.
13. Sheet 2 – Provide a typical section for the multi-use paths and label the location in the plan views along Foraker Drive and Rhodes Center Drive.
14. Sheet 2 – Roller Compacted Concrete is currently not being permitted for public roadway construction at this time. Please remove the alternate typical section including this material for public roadways.
15. Sheet 2 – All roadway signage shall be anchored with a 3 lb. post and can transition to a 2 lb. post above ground.
16. Sheet 4 – Clarify the asterisk-like symbol on the radius return arc length at the intersection of Industrial Parkway and Foraker Drive. This symbol also appears in other sections of the plan. Overall, a legend will be required to indicate the symbols utilized throughout the plan set.
17. Sheet 8 – The multi-use path should be extended across the entirety of the development frontage on Industrial Parkway.
18. Sheets 7-9 – Provide clarification on the need for a 60' wide drainage easement along the rear of lots 21-39. Due to the grading of the rear of the proposed lots, additional storm sewer will be necessary to provide stormwater runoff relief in this area.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals, including but not limited to final construction documents. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Cc: Steve Beros, Union County Engineer (via email)
Jeremy Burrey, USWCD (via email)

Brad Bodenmiller

From: Bill Narducci <bnarducci@unioncountyohio.gov>
Sent: Friday, November 5, 2021 8:40 AM
To: Brad Bodenmiller
Subject: RE: Jerome Park - Preliminary Plat

Good Morning Brad,

This email serves as confirmation that the layout and design of the lots, streets and other preliminary design components for the above development pod are approved by our office. Thanks

Bill Narducci, P.E.
Assistant County Engineer

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

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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, November 4, 2021 8:32 PM
To: Bill Narducci <bnarducci@unioncountyohio.gov>
Subject: Jerome Park - Preliminary Plat

Bill,

I'll circle-back to this email on Wednesday the 10th. (I won't anticipate a response in the meantime.) Just getting this generated with my other typical emails.

Is the layout and design of the lots, streets, and other improvements for the **Jerome Park – Preliminary Plat** approved?

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

Brad Bodenmiller

From: Bill Narducci <bnarducci@unioncountyohio.gov>
Sent: Wednesday, November 10, 2021 9:07 AM
To: Brown, Patricia
Cc: Bruin, Daniel; Heather Martin; Brad Bodenmiller; Jim Lipnos; Kelly Higgins
Subject: RE: Jerome Park Amended Preliminary Plat - Staff report and submittal

Good Morning,

I just got out of the Commissioners Office and the below variances were approved. Please let me know if you have any questions or need additional information. Thanks

Bill Narducci, P.E.
Assistant County Engineer

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

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

-----Original Message-----

From: Brown, Patricia <pbrown@emht.com>
Sent: Wednesday, November 10, 2021 4:58 AM
To: Bill Narducci <bnarducci@unioncountyohio.gov>
Cc: Bruin, Daniel <dbruin@emht.com>; heathermartin@lucplanning.com; Brad Bodenmiller <bradbodenmiller@lucplanning.com>; Jim Lipnos <jlipnos@homewoodcorp.com>; Kelly Higgins <khiggins@unioncountyohio.gov>
Subject: Re: Jerome Park Amended Preliminary Plat - Staff report and submittal

Bill,

Thank you for your consideration due to the late timing. I do appreciate it.

If you have any questions regarding the variance requests prior to your meeting, please let me know. I believe they are straightforward requests, but if you need any additional information, please reach out.

It was a stressful 4 days, but it ended well. Thank you for asking.

Trish Brown, PE
Project Manager/Associate
EMH&T
614.775.4396

On Nov 9, 2021, at 10:35 PM, Bill Narducci <bnarducci@unioncountyohio.gov> wrote:

Good Evening Trish,

First and most importantly, I hope everything is okay with your family emergency.

In regards to the variances, due to the late timing of getting these submitted I have not had a chance to coordinate with our Commissioners in placing this on tomorrow's agenda. I am however discussing two other projects with them tomorrow morning for final plat approvals, and will see if we can get these variances discussed and approved. I will follow up tomorrow morning after my discussion with them regarding variance status. Thanks

Bill Narducci, P.E.
Assistant County Engineer

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

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.unioncountyohio.gov_engineer&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=-aYWCRGlXRQmcZtBT3ERIQece9JG2KpqjUEmLNm3OuM&m=p0tVFiQMhLrHH1direC2pipL4jcz2iscNm-fER6YkNs&s=7FnGiLr3ajvbWh9t9M1ZXa3vYy1dJL0j2TV7spOsNB8&e=

From: Brown, Patricia <pbrown@emht.com>
Sent: Monday, November 8, 2021 2:52 PM
To: Bill Narducci <bnarducci@unioncountyohio.gov>
Cc: Bruin, Daniel <dbruin@emht.com>; heathermartin@lucplanning.com; Brad Bodenmiller <bradbodenmiller@lucplanning.com>; Jim Lipnos <jlipnos@homewoodcorp.com>; Kelly Higgins <khiggins@unioncountyohio.gov>
Subject: RE: Jerome Park Amended Preliminary Plat - Staff report and submittal

Bill,

I spoke to Brad Bodenmiller and it is our understanding we are required to provide a variance request for Sections 406 (ROW Width) and 408.3 (dead end street) for the proposed private internal road of Southwick Drive within Subarea B of Jerome Park.

Please find attached two variance request letters as well as an accompanying exhibit for reference.

Please accept my apologies for the late submittal. I was unaware the deadline was at noon today. I have been out of the office with a family emergency until today.

If you have any questions or require additional information, please do not hesitate to contact me directly. Have a great day!

Trish Brown, PE (OH)
Project Manager/Associate
[EMH&T-email-logo]

EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054 v. 614.775.4396 | f. 614.775.4804 |
Pbrown@emht.com<mailto:Pbrown@emht.com>
https://urldefense.proofpoint.com/v2/url?u=http-3A__emht.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=-aYWCRGl xRQmcZtBT3ERI Qece9JG2KpqjUEmLNm3OuM&m=p0tVFiQMhLrHH1direC2pipL4jcz2iscNm-fER6YkNs&s=RhU6PvienxWxa2unm6lqnbwYUdY1pKJP1wUvJpon6O8&e=<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.emht.com_&d=DwMFAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=V5FyMoCOhVuJaoqoRw7ufkGDJRB63keD4neD822suss&m=9-B3YMa8f-gJQyhnzpolurGg86Kl wguKNgdlxtUtQaE&s=4oHXGOz-rlG7afvA5p_twUbMYyMywd-XGmTfBZIMcCg&e=>

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com<mailto:bradbodenmiller@lucplanning.com>>
Sent: Friday, November 5, 2021 4:22 PM
To: Brown, Patricia <pbrown@emht.com<mailto:pbrown@emht.com>>; Jim Lipnos <jlipnos@homewoodcorp.com<mailto:jlipnos@homewoodcorp.com>>
Cc: Bruin, Daniel <dbruin@emht.com<mailto:dbruin@emht.com>>; Heather Martin <heathermartin@lucplanning.com<mailto:heathermartin@lucplanning.com>>
Subject: Jerome Park Amended Preliminary Plat - Staff report and submittal

Good afternoon,

The staff report for Jerome Park – Amended Preliminary Plat will soon be available online at
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucplanning.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=-aYWCRGl xRQmcZtBT3ERI Qece9JG2KpqjUEmLNm3OuM&m=p0tVFiQMhLrHH1direC2pipL4jcz2iscNm-fER6YkNs&s=wbIFfUUC_fpdpeAamtNfm9NShfk57T9A-_ZOEKl zOxY&e=<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucplanning.com&d=DwMFAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=V5FyMoCOhVuJaoqoRw7ufkGDJRB63keD4neD822suss&m=9-B3YMa8f-gJQyhnzpolurGg86Kl wguKNgdlxtUtQaE&s=ITMFkayqkNsw1DD2t2Sw90DTy1G4vzzzuf185NcFI9w&e=> under “This Month at LUC”.

The Zoning & Subdivision Committee will meet Wednesday, November 10, 2021, at 12:30 PM. The Executive Committee will meet Wednesday, November 10, 2021, at 1:15 PM. The meetings are being held at Union Rural Electric (URE) in the Roger Yoder Multi-Purpose Room. The building address is 15461 E US Hwy 36 in Marysville, OH 43040.

I attached a copy of the staff report + reviewing agency comments to this email for you. Please note: Comments from LUC are only included in the staff report, there is not a separate letter for LUC staff comments. (Please don't miss them!)

I have left a vm with Patricia Brown to discuss the report. I believe the cut-off time for variance submittals is Monday (11-08-2021) at 12:00 PM. Those requests are typically made through Bill Narducci (bnarducci@unioncountyohio.gov<mailto:bnarducci@unioncountyohio.gov>) and Kelly Higgins (khiggins@unioncountyohio.gov<mailto:khiggins@unioncountyohio.gov>).

Bradley Bodenmiller
Director | LUC Regional Planning Commission P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucplanning.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=-aYWCRGl xRQmcZtBT3ERI Qece9JG2KpqjUEmLNm3OuM&m=p0tVFiQMhLrHH1direC2pipL4jcz2iscNm-fER6YkNs&s=wbIFfUUC_fpdpeAamtNfm9NShfk57T9A-_ZOEKl zOxY&e=<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lucplanning.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=-aYWCRGl xRQmcZtBT3ERI Qece9JG2KpqjUEmLNm3OuM&m=p0tVFiQMhLrHH1direC2pipL4jcz2iscNm-fER6YkNs&s=wbIFfUUC_fpdpeAamtNfm9NShfk57T9A-_ZOEKl zOxY&e=>

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Engineers, Surveyors, Planners, Scientists

November 8, 2021

Bill Narducci, PE
Assistant County Engineer
Union County Engineer
233 West 6th Street
Marysville, Ohio 43040

Subject: Jerome Park Preliminary Plat VARIANCE REQUEST #1
Jerome Township, Union County, Ohio

Dear Bill,

We are requesting a variance to Section 406, Road/Street Right-of-Way Widths. We are requesting approval of a 50.5' wide access easement/private right-of-way width instead of a 60' wide right of way for the private internal road, Southwick Drive, of the Jerome Park development. Southwick Drive is a private drive with minimum vehicular traffic that will provide access to only Subarea B and C and is consistent with other developments with shared private drives providing adequate traffic flow throughout the development.

Southwick Drive will be built with Subarea C. Traffic will be able to flow from Southwick Drive through Subarea C and back to Foraker Drive. When Subarea C develops as a commercial site, traffic will be able to flow from Southwick Drive through the parking lot of Subarea B and back out to Foraker Drive. The layout of Southwick Drive has been reviewed and approved by the Jerome Township Fire Department and meets their standards and requirements.

Thank you for your consideration on this request.

Sincerely,

A handwritten signature in black ink that reads "Patricia A. Brown". The signature is written in a cursive, flowing style.

Patricia A. Brown, PE
Project Manager/Associate

Enclosure: Preliminary Plat

J:\20200319\Correspondence\Letters\2021-11-08-JeromePark-Variance1-ROW-Width.docx



Engineers, Surveyors, Planners, Scientists

November 8, 2021

Bill Narducci, PE
Assistant County Engineer
Union County Engineer
233 West 6th Street
Marysville, Ohio 43040

Subject: Jerome Park Preliminary Plat VARIANCE REQUEST #2
Jerome Township, Union County, Ohio

Dear Bill,

We are requesting a variance to Section 408.3, dead end street. We are requesting approval of a temporary dead end for the private internal street, Southwick Drive, within Subarea B of the Jerome Park development. Subarea B is planned to be a commercial use. Subarea C is planned to be a multi-family residential use. Southwick Drive will be accessible to both Subarea B and C and is consistent with other developments with shared private drives providing adequate traffic flow throughout the development.

Southwick Drive will be built with Subarea C. Traffic will be able to flow from Southwick Drive through Subarea C and back to Foraker Drive. When Subarea C develops as a commercial site, traffic will be able to flow from Southwick Drive through the parking lot of Subarea B and back out to Foraker Drive. The layout of Southwick Drive has been reviewed and approved by the Jerome Township Fire Department and meets their standards and requirements.

Thank you for your consideration on this request.

Sincerely,

A handwritten signature in black ink that reads "Patricia A. Brown". The signature is fluid and cursive.

Patricia A. Brown, PE
Project Manager/Associate

Enclosure: Southwick Drive Exhibit

J:\20200319\Correspondence\Letters\2021-11-08-JeromePark-Variance2-DeadEndStreet.docx

PRELIMINARY
NOT FOR CONSTRUCTION
CONTINGENT
NOVEMBER 2021

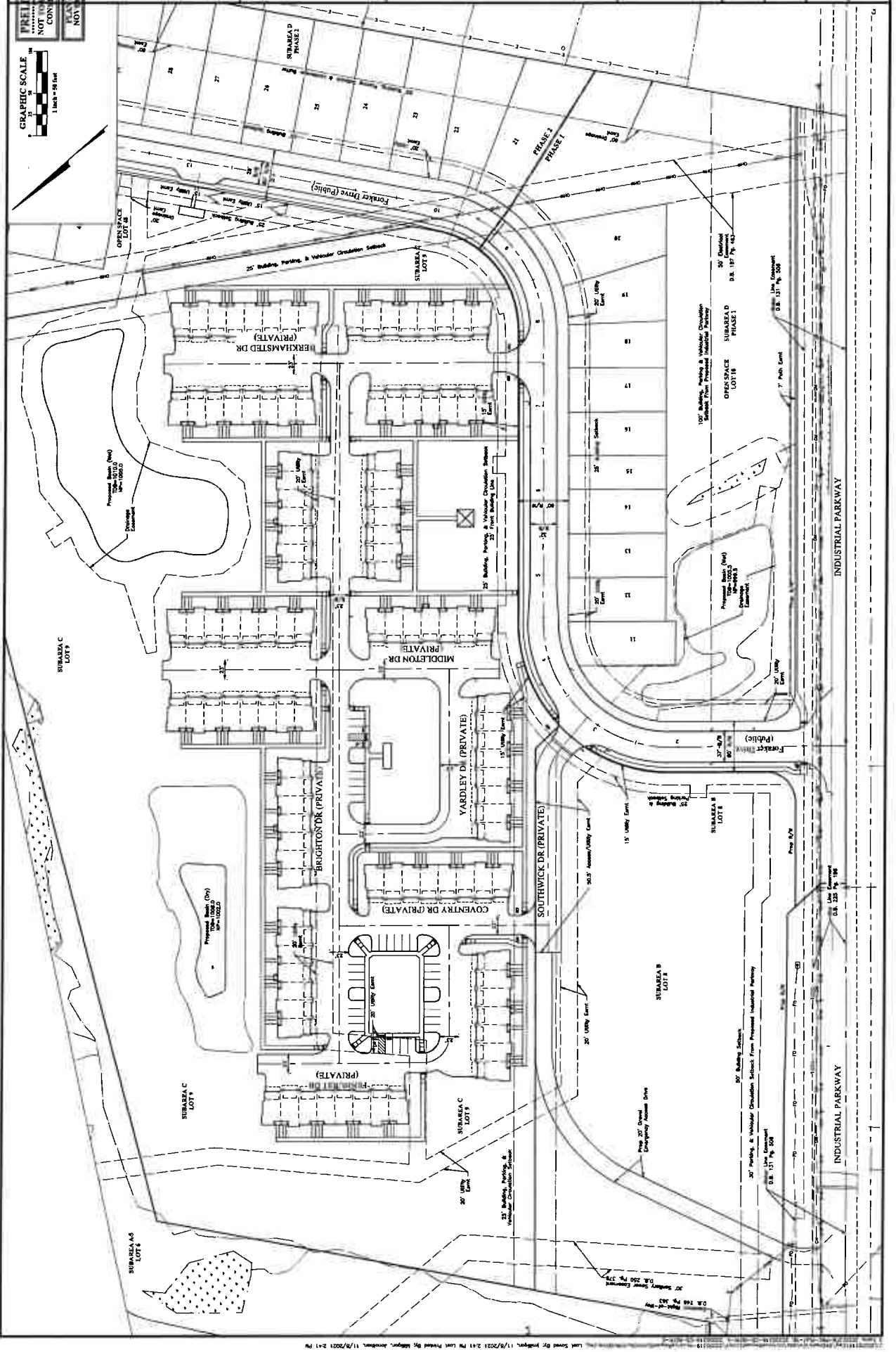


HomeWood
More than just the name.

JEROME PARK
VARIANCE REQUEST EXHIBIT
SOUTHWICK DRIVE

EMHT
11/17/2021
11/17/2021

DATE
NOVEMBER 2021
SCALE
1" = 50'
SHEET
1/1



Brad Bodenmiller

From: Jeremy Burrey <jburrey@unioncountyohio.gov>
Sent: Tuesday, November 9, 2021 8:10 AM
To: Brad Bodenmiller
Subject: RE: Jerome Park - Preliminary Plat

Approved as reviewed.

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, November 4, 2021 8:21 PM
To: Jeremy Burrey <jburrey@unioncountyohio.gov>
Subject: Jerome Park - Preliminary Plat

Jeremy,

Good morning! Is the preliminary drainage plan for the **Jerome Park – Preliminary Plat** approved?

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

Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Wednesday, November 3, 2021 4:24 PM
To: Brad Bodenmiller
Cc: Chad Green
Subject: Marysville Comments - November LUC Executive Committee Meeting

Brad,

Below are the City of Marysville's comments regarding the agenda items for the November 2021 LUC Executive Committee Meeting:

Jerome Park - Preliminary Plat

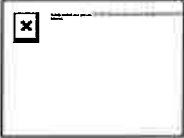
1. Please provide an additional twenty (20) foot utility easement adjacent to the proposed right-of-way on Industrial Parkway along the entire frontage of the Jerome Park development.
2. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 42 along the entire frontage of the Jerome Park development.
3. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 33 along the entire frontage of the Jerome Park development.
4. Depending on the depth of the sanitary sewer, the minimum width of the utility easement for the sanitary sewer is twenty-five (25) to thirty (30) feet. Please revise the easement accordingly.
5. The City has provided the following comments to the Developer during our review of the applicants sketch plan and engineering plan submittals (April/May 2021) and have not been addressed by the Developer:
 1. Due to extensive I/I issues and the poor condition of the private sanitary sewer, the existing private line in sub-area A-2 and A-4 must be removed from the MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.
 2. All private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City of Marysville.
 3. The remainder of the private system will be required to be removed with the development of future phases (A-1).
 4. Ensure proper separations between water and sanitary along Rhodes Center Drive. From 10 State Standards "Water mains shall be laid at least 10 feet horizontally from any existing or proposed gravity sanitary or storm sewer, septic tank, or subsoil treatment system. The distance shall be measured edge to edge."

Jerome Village, VN-11 - Preliminary Plat

1. The sanitary service is provided by Jerome Village Community Authority with treatment provided by the City of Marysville.
2. The water service provided by the City of Marysville.
3. Please label and dimension all easements on Sheets 4-8.
4. Please extend the 16-inch water main (and associated easement) along Ravenhill Pkwy to the northern property line.
5. Continue to work with the City of Marysville to determine if an 8-in water main loop from Heron Chase Ct to Ravenhill Pkwy is necessary.

Thanks and let us know if you have any additional questions or concerns. Have a good one.

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





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

Jerome Township Zoning Department

November 5, 2021

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

Re.: Jerome Park – Preliminary Plat

Dear Mr. Bodenmiller,

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

- 1) Resolution 19-136 was approved by the Board of Township Trustees to rezone the site to Planned Development District. The proposed Preliminary Plat complies with that approved Zoning Plan as a part of that application. Per Chapter 5 of the Jerome Township Zoning Resolution, and the approved rezoning, an approved Development Plan will be required prior to the establishment of any uses or construction of any improvements, and for Zoning Staff to provide a letter of compliance with the zoning regulations at the Final Plat review stage. This note is simply to serve as a reminder.


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

Sincerely,

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



15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
(937) 642-1826 • (800) 642-1826 • Fax (937) 644-4239
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Your Touchstone Energy* Cooperative 

November 8th, 2021

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

RE: UREC comments for Jerome Park – Preliminary Plat

Brad,

Noted comments per electronic drawings received November 5, 2021. Drawing set of 14 sheets issued Preliminary Plat Jerome Park:

- 1) Page 1 of 14 – Cover Page
- 2) Page 1-3 no comments
- 3) Page 4
 - a) URE and DP&L territorial split required for SUBAREA A-1
 - No buildings noted on this drawing.
 - b) URE and DP&L territorial split required for SUBAREA A-2
 - No buildings noted on this drawing.
 - c) URE service territory for SUBAREA A-3
 - No buildings noted on this drawing.
 - d) URE and DP&L territorial split required for SUBAREA B
 - No buildings noted on this drawing.
 - e) URE and DP&L territorial split required for SUBAREA C
 - This section is multi-tenant buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - f) URE service territory for SUBAREA D
 - This section is single family buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - Does the developer prefer front or rear lot services?
 - g) URE service territory for SUBAREA E
 - No buildings noted on this drawing.
- 4) Page 5
 - a) 37 residential lots

- b) URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement
- c) service to be rear lot or front lot?
- 5) Page 6-9
 - a) URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement
- 6) Page 10-11
 - a. No comments
- 7) Page 12
 - a) URE and DP&L territorial split required for SUBAREA A-1
 - No buildings noted on this drawing.
 - b) URE and DP&L territorial split required for SUBAREA A-2
 - No buildings noted on this drawing.
 - c) URE service territory for SUBAREA A-3
 - No buildings noted on this drawing.
 - d) URE and DP&L territorial split required for SUBAREA B
 - No buildings noted on this drawing.
 - e) URE and DP&L territorial split required for SUBAREA C
 - This section is multi-tenant buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - f) URE service territory for SUBAREA D
 - This section is single family buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - Does the developer prefer front or rear lot services?
 - g) URE service territory for SUBAREA E
 - No buildings noted on this drawing.
- 8) Page 13
 - a) no comments
- 9) Page 14
 - a) no comments

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

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

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

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

Street crossing and adjacent property paths to be determined when facilities layout is completed. Still need to work with developer to complete UREC electrical facility layout.

Regards,

Ed Peper
Engineer II
Union Rural Electric Cooperative, Inc.
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9240



Engineers, Surveyors, Planners, Scientists

Transmittal

TO:

Bradley Bodenmiller
Director
LUC Regional Planning Commission
10820 State Route 347
East Liberty, Ohio 43319
(937) 666-3431

FROM:

Name:	Patricia Brown
Date:	March 23, 2023
Job No.:	2020-0319
Subject:	Jerome Park 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	14	Preliminary Plat – Full Size
1	2	Preliminary Plat Application
1	2	Preliminary Plat Review Checklist
1	64	DRAFT – Residential Deed Restrictions
1	1	Utility Feasibility Summary
1	5	Utility Feasibility Responses (Columbia Gas, Union Rural Electric, and City of Marysville)
1	1	Soils Letter
1	1	Statement of Development
1	28	Approved Development Text
1	-	Review Fee Check (#027198) - \$1,250.00
1	-	Sharefile with Submitted Documents
1	25	Jerome Park Preliminary Plat Approval Letter 2021

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, PE
Senior Project Manager/Associate

J:\20200319\Correspondence\Transmittals\2023-03-23-JeromePark-LUC-PrePlat-Submittal-LOT.docx
If enclosures are not as noted, kindly notify us at once

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800

emht.com



Engineers, Surveyors, Planners, Scientists

March 23, 2023

Bradley Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry Street
PO Box 219
East Liberty, Ohio 43319

Subject: Jerome Park Preliminary Plat

Dear LUC Regional Planning Commission,

EMH&T, as the agent for Homewood Corporation, acknowledges that Pewamo Silty Clay Loam exists on the Jerome Park site. This soil type indicates poor drainage. The site is comprised of farm fields, which have been prepared to enhance drainage for farming practices. The development proposes underground storm sewer and wet basins designed to manage stormwater surface runoff for the site.

Section 416 of the Union County Subdivision Regulations states that a development located in an area having poor drainage may be permitted if improvements are made to render the area acceptable for the intended use. The subdivider recognizes this requirement. Intended uses for the development include multifamily residential, future commercial, and future adult congregate living. The proposed stormwater system shall provide drainage for the site, making it acceptable for the intended uses. Should existing subsurface drainage tiles be encountered during construction of the development, said tiles shall be connected to the proposed storm sewer system.

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

Sincerely,

A handwritten signature in blue ink that reads "Patricia A. Brown".

Patricia A. Brown, PE
Associate/Senior Project Manager

J:\20200319\Correspondence\Submittals\Preliminary Plat\2023-03-23 (2nd Submittal)\Working Folder\2023-03-23-JeromePark-LUC-Soils-Ltr.docx

If enclosures are not as noted, kindly notify us at once



Engineers, Surveyors, Planners, Scientists

March 23, 2023

Bradley Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry Street
PO Box 219
East Liberty, Ohio 43319

Subject: Jerome Park Preliminary Plat

Dear LUC Regional Planning Commission,

We are pleased to submit the preliminary plat for Jerome Park. The site is approximately 82.8± acres located east of US 42 and north of Industrial Parkway in Jerome Township, Union County. The development will contain single-family residential, multi-family residential, commercial, office park, and associated parking infrastructure. The single-family residential lot will have 33 lots and the multi-family residential lots will have 221 units.

Due to a conflict with an electric transmission pole in Subarea D, the alignment of Foraker Drive has been modified. A small portion of Foraker Drive has been realigned along the curvature of the roadway near the transition between Subarea D Phase 1 and Phase 2. The realignment yields the removal of 4 single family lots which have been converted to 1 open space area lot. The realignment affects the following lots within the preliminary plat:

- Lot 9 (Subarea C) – 15.55 ac. (original) to 15.61 ac. (new) → 0.08 acre change
- Lot 10 (Subarea D) – 3.25 ac. (original) to 3.18 ac. (new) → 0.06 acre change
- Lot 19 (Subarea D) – 0.17ac. (original) to 0.17 ac. (new) → 0.00 acre change
 - o No acreage change – Lot line geometry change
- Lot 20 (Subarea D) – 0.22 ac. (original) to 0.22 ac. (new) → 0.00 acre change
 - o No acreage change – Lot line geometry change
- Lot 21 (Subarea D) – 0.26 ac. (original) to 0.00 ac. (new) → 0.26 acre change *
- Lot 22 (Subarea D) – 0.23 ac. (original) to 0.00 ac. (new) → 0.23 acre change *
- Lot 23 (Subarea D) – 0.22 ac. (original) to 0.00 ac. (new) → 0.22 acre change *
- Lot 24 (Subarea D) – 0.22 ac. (original) to 0.00 ac. (new) → 0.22 acre change *
- Lot 25 (Subarea D) – 0.22 ac. (original) to Lot 22 0.22 ac. (new) → 0.00 acre change
 - o No acreage change – Lot line geometry change
- Lot 48 (Subarea D) – 3.04 ac. (original) to Lot 45 3.12 ac. (new) → 0.08 acre change

* SF Lots 21-24 were removed and Lot 21 Open space 0.80 ac created

March 23, 2023

The modification of the realignment of Foraker Drive impacts are minimal. It affects 10 original lots from the preliminary plat. Therefore, the fees have been calculated based upon the number of lots impacted.

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

Sincerely,

A handwritten signature in blue ink that reads "Patricia A. Brown". The signature is fluid and cursive, with the first name "Patricia" being more prominent.

Patricia A. Brown, PE
Associate/Project Manager

J:\20200319\Correspondence\Submittals\Preliminary Plat\2023-03-23 (2nd Submittal)\Working Folder\2023-03-23-JeromePark-LUC-StatementofDevelopment-Ltr.docx

If enclosures are not as noted, kindly notify us at once



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Note: If mailing plats, they **must** be sent to LUC's PO Box 219. If using a service, it's your responsibility to follow-up and ensure that LUC has received your submittal. Delivery services such as UPS and Fed Ex do not generally deliver directly to LUC's office.

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

Application for Preliminary Plat Approval

Date: 03/23/2023

Name of Subdivision: Jerome Park

Location: East of US 42 and North of Industrial Parkway

Township: Jerome Military Survey: Virginia Military Survey 9736

Complete Parcel(s) Identification Number (PIN): 1.) 1400330510010, 2.) 1400330600000, 3.) 1500080080000, 4.) 1500080080030

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

Name of Applicant: Homewood Corporation

Address: 2700 E. Dublin-Granville Road, Suite 300

City: Columbus State: OH Zip: 43231

Phone: (614) 775-4396 Fax: (614) 898-7210 Email: ttolbert@homewoodcorp.com

Name of Owner of property to be subdivided: 1.-2.) OhioHealth Corporation, 3.) Homewood Corporation 4.) Casto

Address: 1.) 10220 US 42, 2.) 0 US 42 3.-4.) 0 Industrial Parkway

City: 1.-2.) Marysville, 3.-4.) Plain City State: OH Zip: 1.-2.) 43034 3.-4.) 43064

Phone: N/A Fax: N/A Email: N/A

Name of Applicant's Surveyor or Engineer: Patricia Brown, PE

Address: 5500 New Albany Road

City: Columbus State: OH Zip: 43054

Phone: (614) 775-4396 Fax: (614) 775-4804 Email: pbrown@emht.com

Proposed Acreage to be Subdivided: 82.87

Current Zoning Classification: PD- Planned District

Proposed Zoning Changes: N/A

Proposed Land Use: N/A

Development Characteristics

Number of proposed lots: 45 Typical lot width (feet): Varies

Number of proposed units: 257 Typical lot area (sq. ft.): Varies

Single Family Units: 36 Multi-Family Units: 221

Acreage to be devoted to recreation, parks or open space: 17.29

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



Preliminary Plat Review Checklist

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

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

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

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East Liberty, Ohio 43319

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Engineers, Surveyors, Planners, Scientists

Utility Feasibility Summary **Jerome Park**

Jerome Township, Union County, Ohio
03/23/23

The following is a summary of the proposed utilities:

Sanitary Sewer

The proposed development will utilize a system of underground sanitary sewers to provide service to each of the Subareas. The proposed sanitary sewer system will connect to the existing 18" and 24" sanitary sewer located along the southern property line on the north side of Industrial Parkway. The entire site acreage is tributary to this sanitary sewer. The proposed sanitary sewers will be designed to City of Marysville, Union County and Ohio EPA standards.

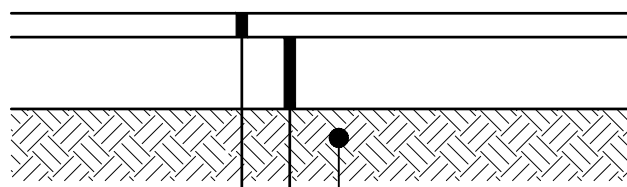
Water

The proposed development will utilize a system of underground water mains to provide service to each of the Subareas. The proposed water mains will connect to the existing water mains located at the south and west portions of the property. The southern connection will be to an existing 16" water main located along the north side of Industrial Parkway. The western connection will be to an existing 16" water main located along the east side of US 42.

Storm Water

Storm water management will be provided utilizing the proposed onsite basins located throughout the site. The basins will be designed to meet the water quality and detention requirements of Union County and the Ohio EPA. The proposed basins may be a combination of wet ponds, wetland basins, sand filters, bioretention basins and/or other infiltration bmp (i.e. pervious pavement) as necessary in order to meet the necessary groundwater recharge mitigation for the proposed development required by the Ohio EPA Big Darby Creek General Construction Permit. Final details for each basin will be provided at the time of final engineering. A storm sewer system will be constructed to collect and outlet storm water from the proposed development to the basins. The storm water basin facilities will outlet to the existing stream located within the site and ultimately to the existing storm culverts under Industrial Parkway along the south portion of the site. The proposed storm water system will be designed to meet the necessary requirements of Union County and the Ohio EPA.

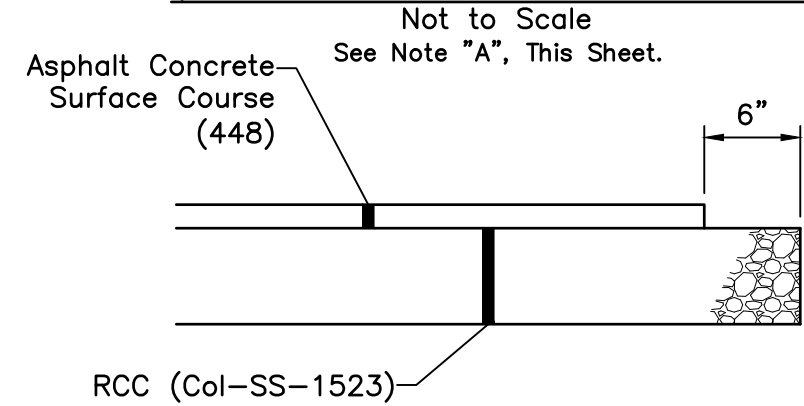
J:\20200319\Correspondence\Submittals\Preliminary Plat\2023-03-23 (2nd Submittal)\Working Folder\2023-03-23-JeromePark-UtilityFeasibility-Ltr.docx



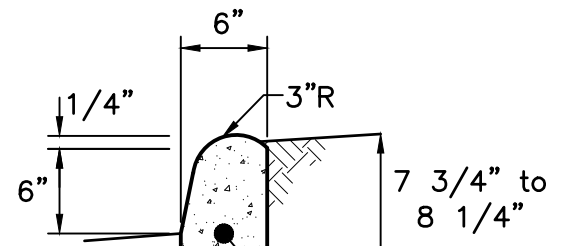
TYPICAL SECTION

- Item 448, 1-1/2" Asphalt Concrete, Surface Course (Heavy Traffic, PG 64-22)
- Item 307, 6" Roller Compacted Concrete (RCC) Base.
- Item 204, Subgrade Compaction

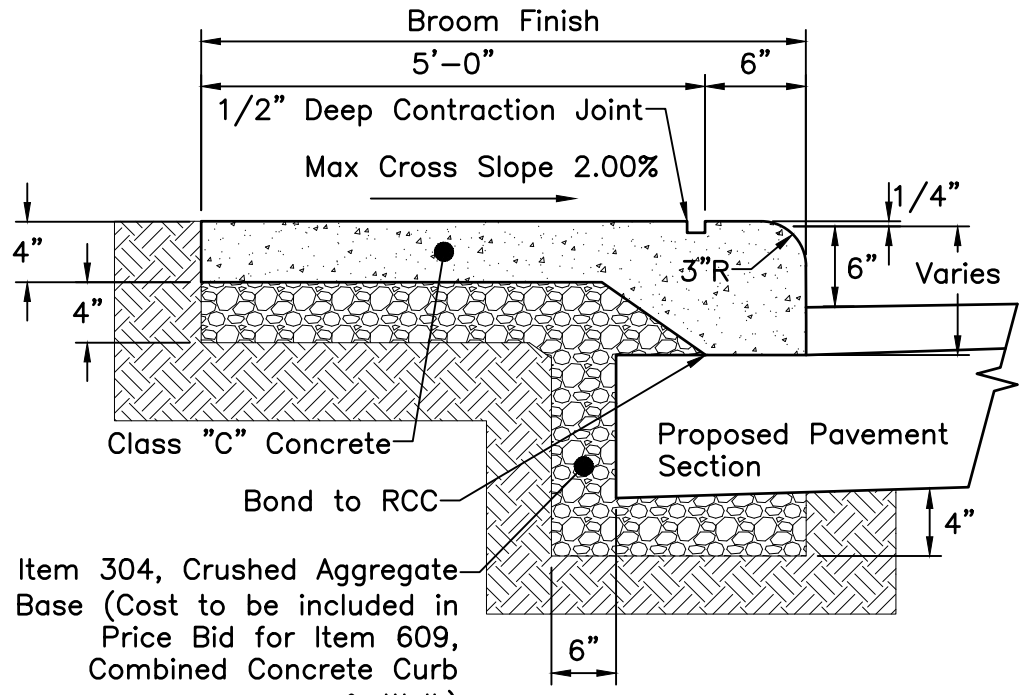
TYPICAL STANDARD DUTY PAVEMENT SECTION (PRIVATE ROADWAYS/PARKING)



RCC PAVEMENT STEP DETAIL

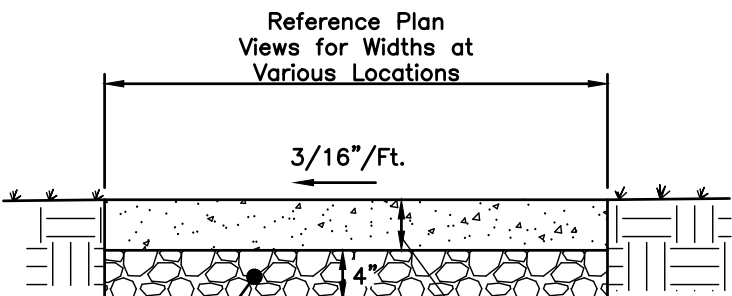


EXTRUDED 6" CONCRETE CURB



STANDARD COMBINED CURB AND SIDEWALK-ALTERNATE

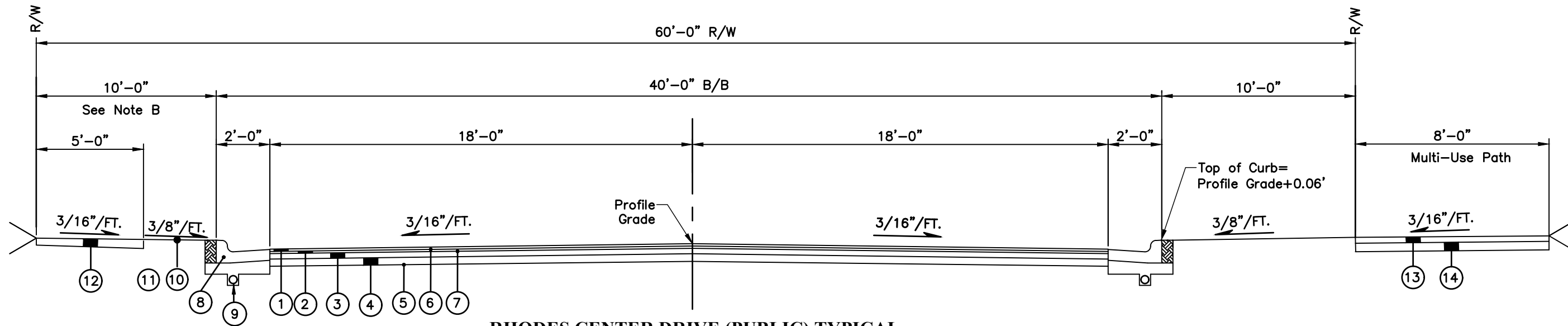
Not to Scale
See Note "A" This Sheet



TYPICAL SIDEWALK SECTION

NOTE A:

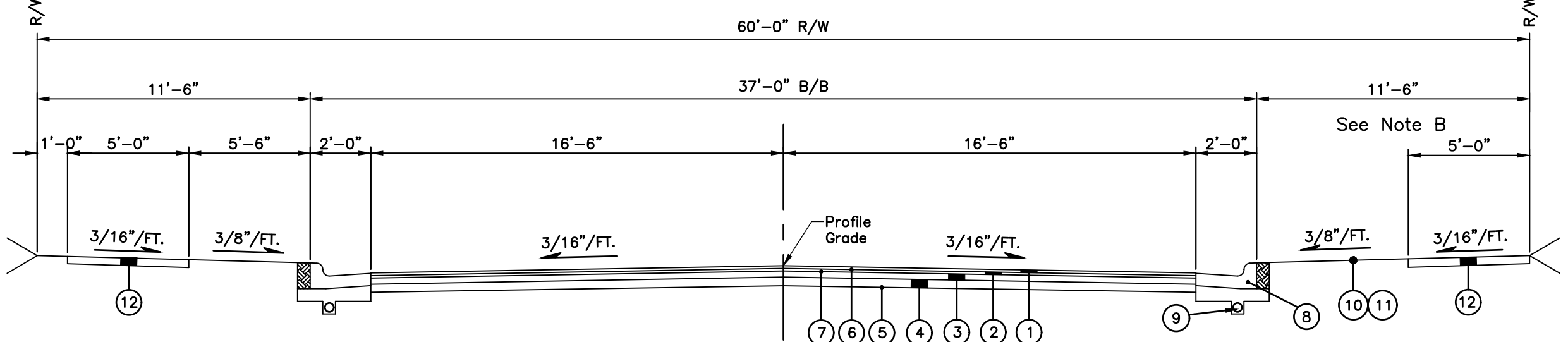
Pavement Composition Is Typical of Similar Projects. A Pavement Specific Laboratory Assessment Was Not Performed For The Site. Contractor Shall Verify Final Design with Owner or Site Soil Engineer.



RHODES CENTER DRIVE (PUBLIC) TYPICAL

40' B/B SECTION 60' R/W

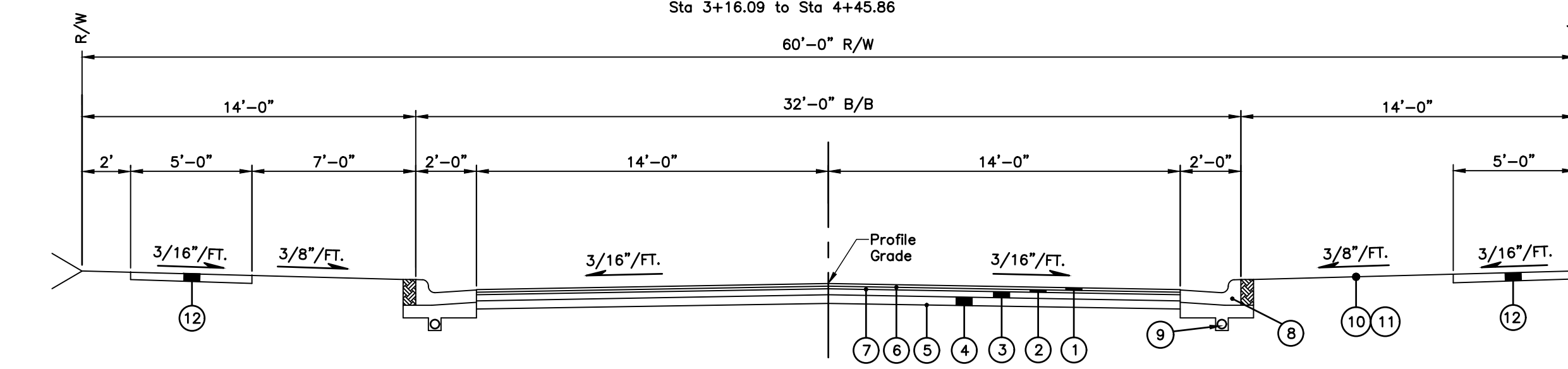
NOT TO SCALE
STA 2+99.94 TO 23+67.09



FORAKER DRIVE (PUBLIC) TYPICAL

37' B/B SECTION 60' R/W

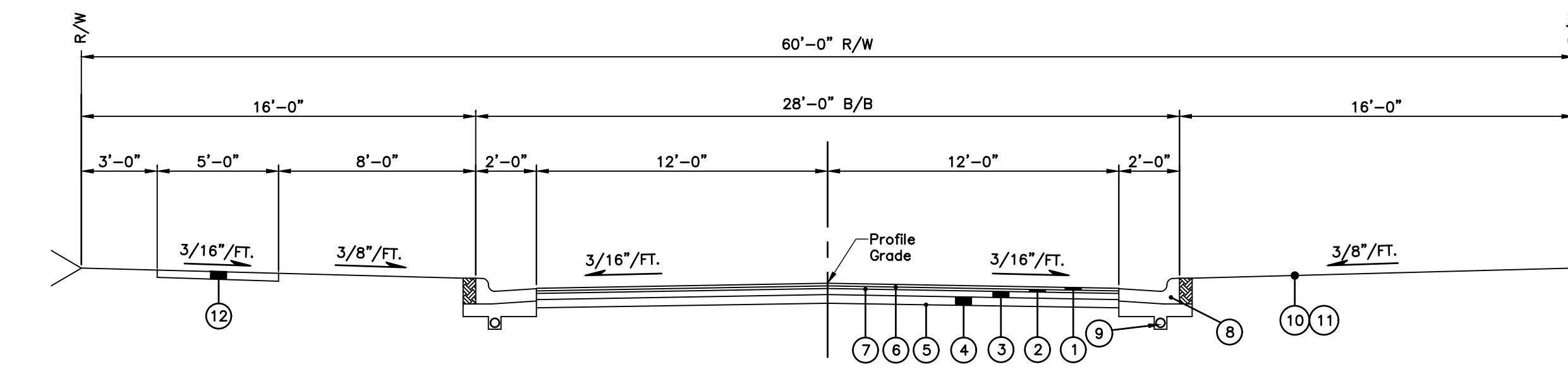
NOT TO SCALE
Sta 0+67.54 TO Sta 4+45.86
Sta 3+16.09 TO Sta 4+45.86



FORAKER DRIVE (PUBLIC) TYPICAL

32' B/B SECTION 60' R/W

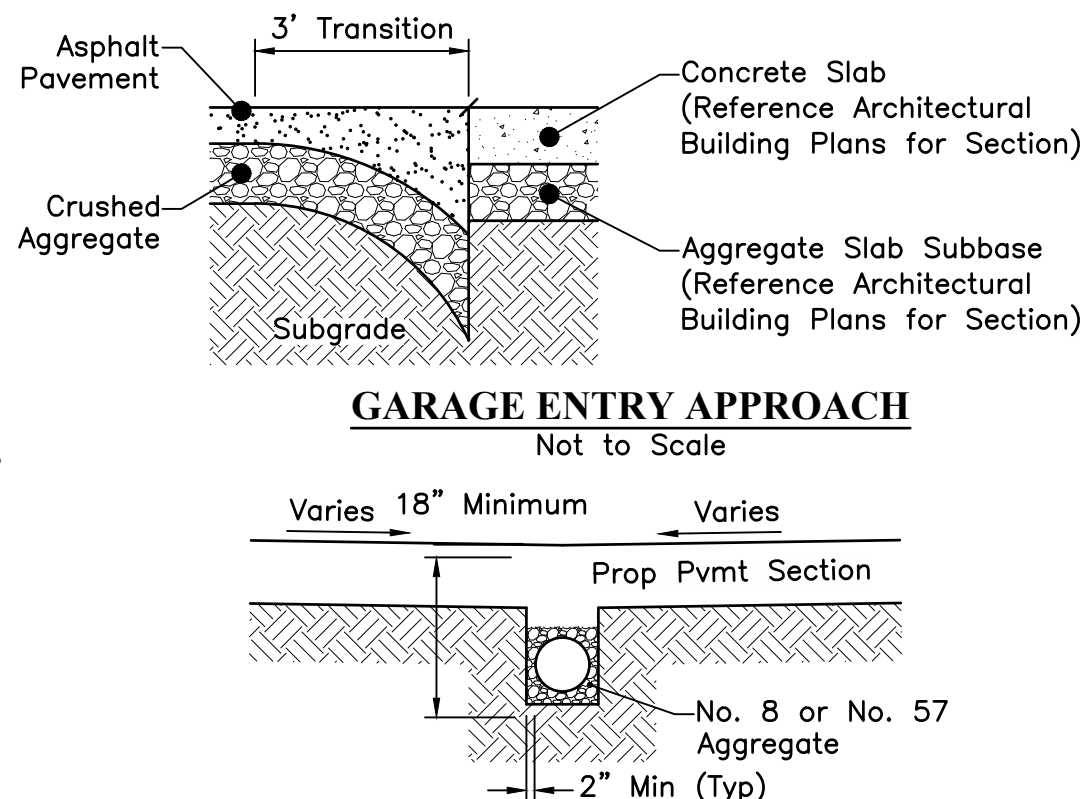
NOT TO SCALE
Sta 4+85.86 TO Sta 10+63.47



FORAKER DRIVE (PUBLIC) TYPICAL

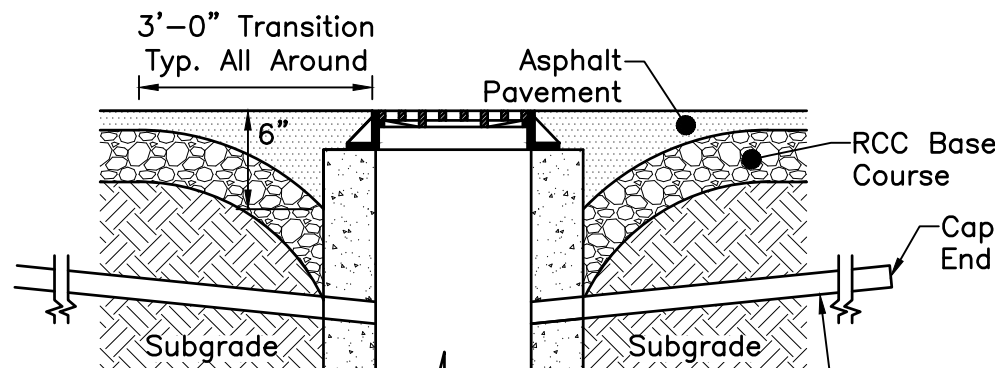
28' B/B SECTION 60' R/W

NOT TO SCALE
Sta 10+93.47 TO Sta 20+65.05



GARAGE ENTRY APPROACH

Not to Scale



25 L.F. at 1.0% of 4" Perforated Underdrain Pipe in aggregate stone. Contractor Shall install one per side of Structure. Length may be shorter on sides with curb. See Sheets 7-8 for locations.

The Contractor shall initially set the top of casting for an inlet structure within the paved areas to the elevation of the intermediate pavement course, Item SS-823 (448). Prior to final paving of surface course, Item SS-823 (448), the Contractor shall adjust the top of casting to finish pavement grade. Cost of the above shall be included in the price bid for the various related paving items.

TYPICAL SECTION FOR STRUCTURES WITHIN PAVEMENT

Not to Scale

TYPICAL 4" UNDERDRAIN DETAIL AT CATCH BASINS

Not to Scale

Twenty Five Feet (25') of 4" diameter perforated pipe will connect into the designated Storm Structure (with inverts a minimum of 18" below top of casting). Length may be shorter on sides with curb. The perforated pipe shall be protected from heavy traffic after installation prior to placement of proposed paving. Costs shall be included in price bid for Item 605.

PAVEMENT LEGEND

- ITEM 441 - 1-1/4" ASPHALT CONCRETE SURFACE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
- ITEM 441 - 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
- ITEM 301 - 6" BITUMINOUS AGGREGATE BASE
- ITEM 304 - 4" CRUSHED AGGREGATE BASE
- ITEM 204 - SUBGRADE COMPACTION
- ITEM 407 - TACK COAT FOR INTERMEDIATE COURSE (0.1 GAL/SY)
- ITEM 407 - TACK COAT (0.075 GAL/SY)
- ITEM 609 - COMBINATION CURB AND GUTTER (PER UNION COUNTY STD DWG 07)
- ITEM 605 - 4" PIPE UNDERDRAIN
- ITEM 659 - SEEDING AND MULCHING
- ITEM 653 - 3" TOPSOIL
- ITEM 608 - 4" CONCRETE WALK
- ITEM 441 - 3" ASPHALT CONCRETE SURFACE COURSE, TYPW 1, PG 64-22 (ONE 3" LIFT)
- ITEM 304 - 6" AGGREGATE BASE

ADA NOTES:

All curb ramps and accessible sidewalks shall be constructed in full compliance with the requirements of the Americans With Disabilities Act (ADA) of 2010, including all supplements or replacement drawings issued thereto.

Designated sidewalks shall be constructed with a longitudinal slope of less than 5% and a cross slope of less than 2.0%. See sheet 6-9 for designated locations.

Contractor shall verify building footprint with building plans prior to construction and ensure all curb ramps & accessible sidewalks are fully compliant with ADA regulations.

Designated Handicap spaces and striped areas shall have a 2.0% maximum slope, in all directions.

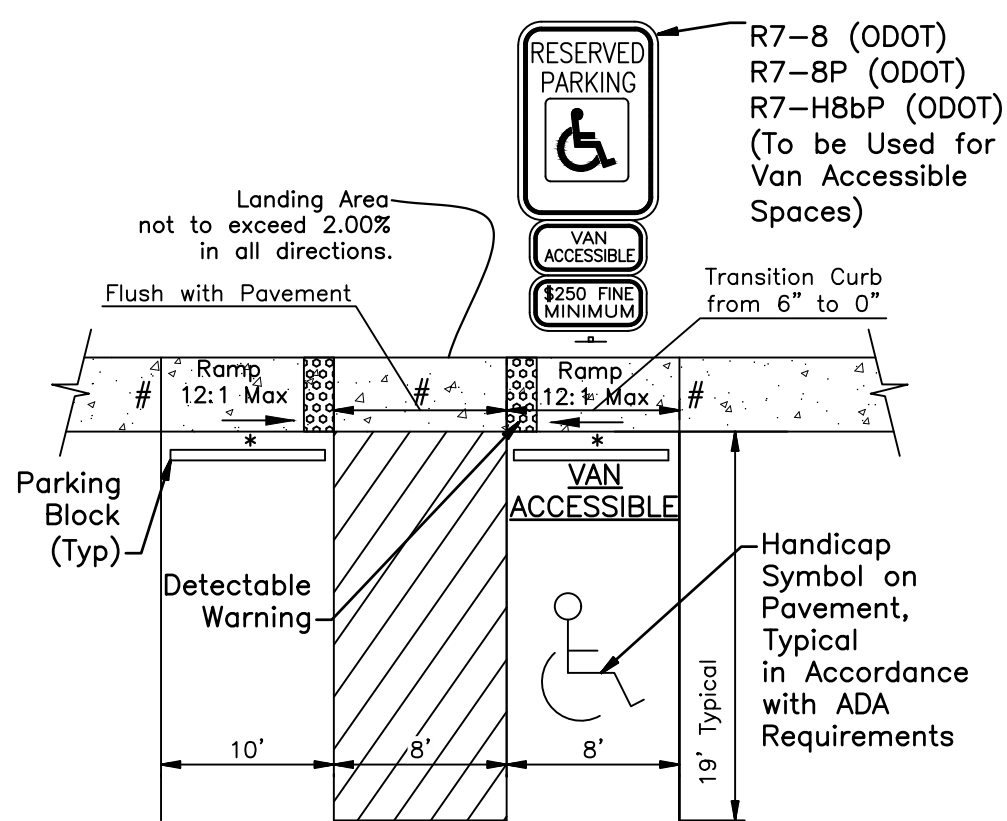
Ramps shall not exceed 12:1 maximum longitudinal slope. Detectable warning shall be installed as per ODOT specification 712.14.

* Curb shall transition from 6" to 0" height from top of ramp to bottom.

Landing areas at top and bottom of proposed curb ramps shall have a 2.0% maximum slope in all directions.

NOTES:

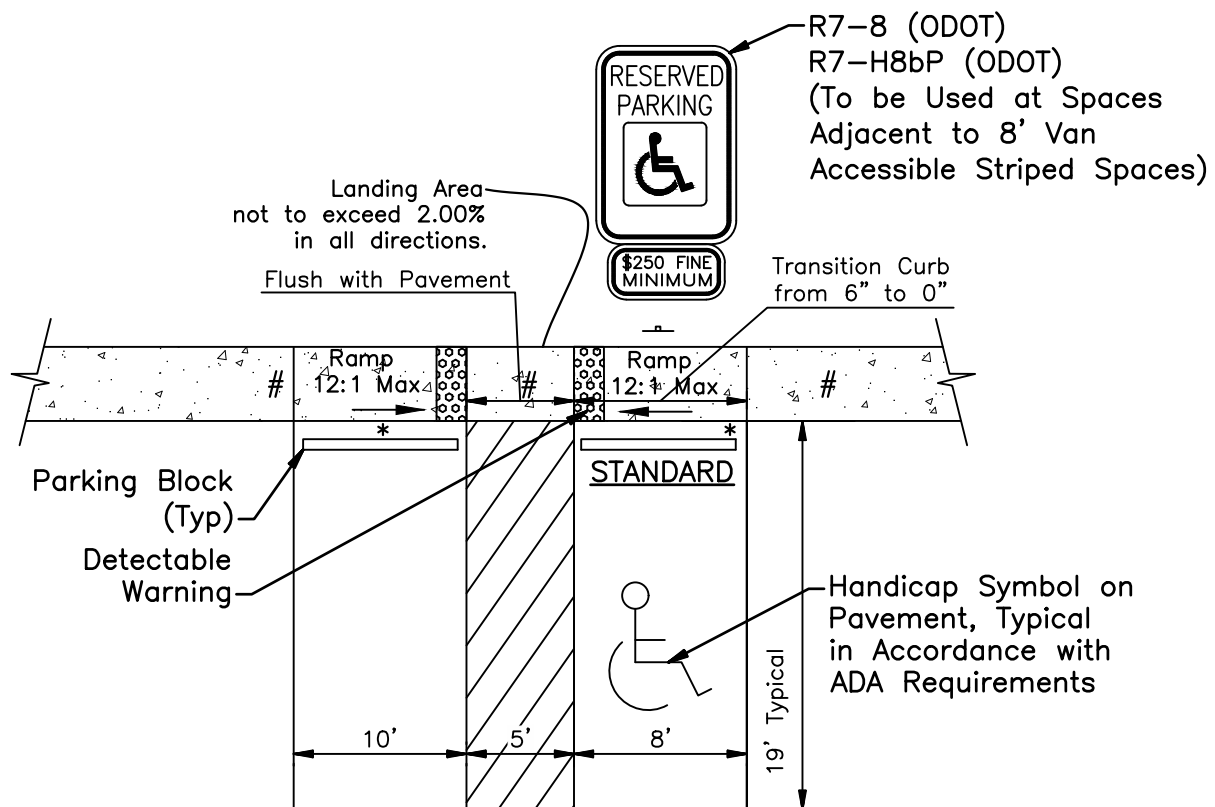
- Verify with Owner any special signage/stripping requirements.
- All regulatory signs and traffic control signs shall comply with the Ohio Manual of Uniform Traffic and Control Devices for Streets and Highways, as well as state, and local requirements.
- The support manufacturer shall certify that the sign posts, and parts furnished meet all applicable federal, state, and local requirements.
- Handicap parking sign shall conform with current state and local codes and regulations.



TYPICAL ADA VAN ACCESSIBLE PARKING SPACE

STRIPING/SIGN DETAIL

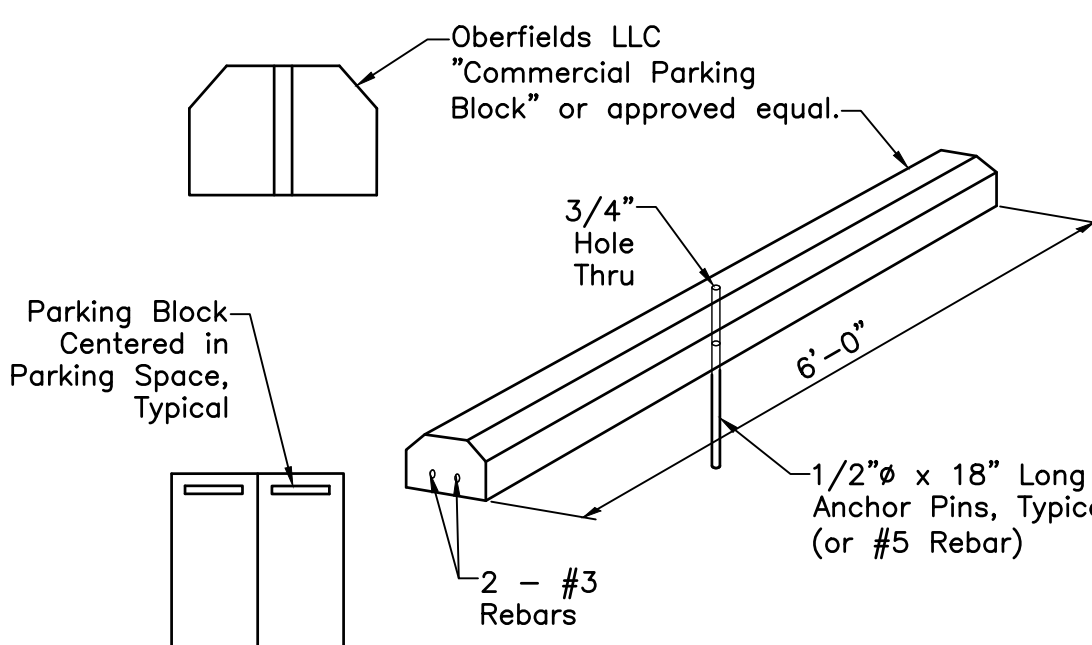
Not to Scale



TYPICAL ADA ACCESSIBLE PARKING SPACE

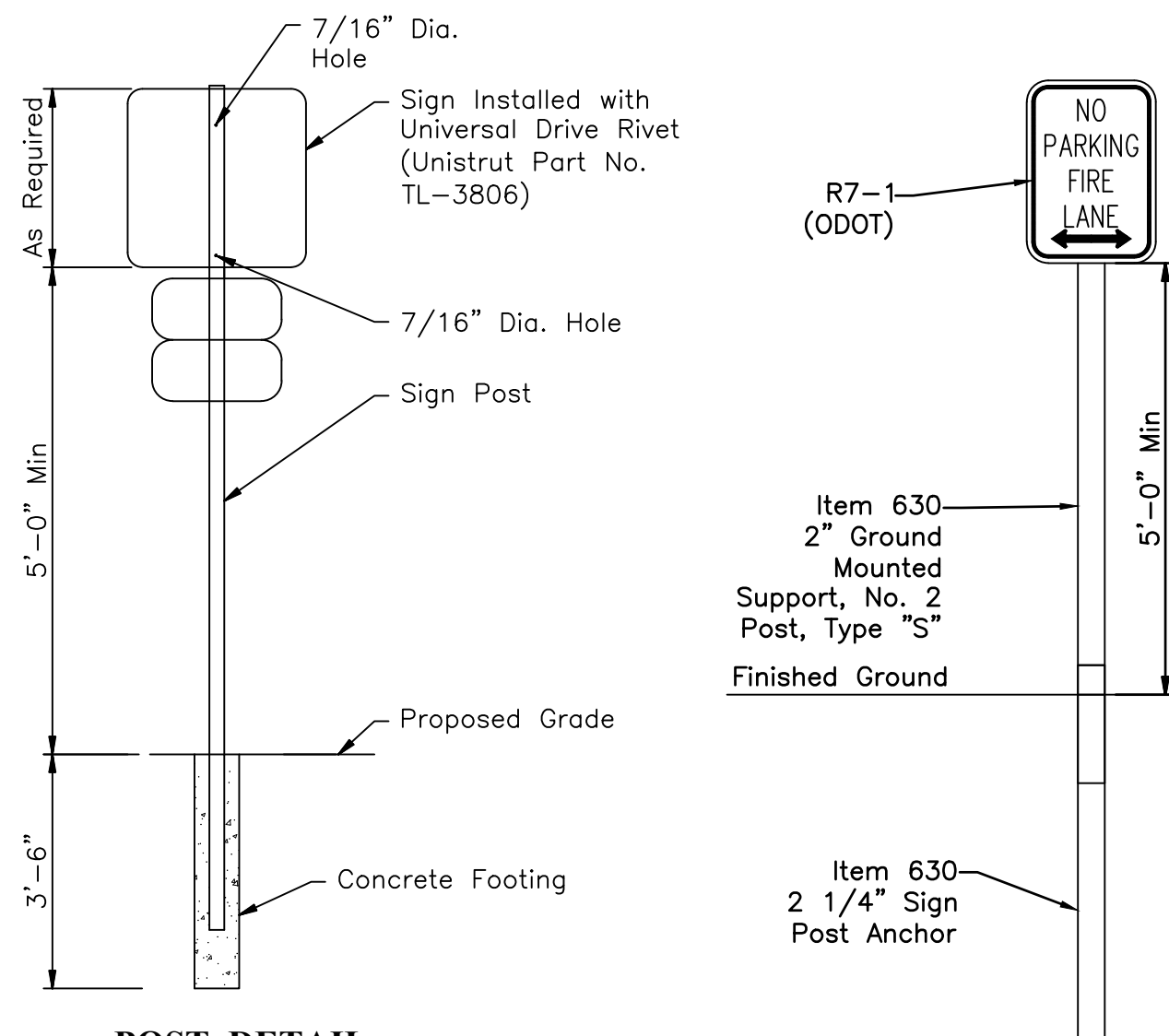
STRIPING/SIGN DETAIL

Not to Scale



PARKING BLOCK

Not to Scale



POST DETAIL

Not to Scale

NOTE:
All roadway signage shall be anchored with a 3 lb. post and can transition to a 2 lb. post above ground.

NO PARKING SIGN DETAIL

Not to Scale

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

PLAN SHEET DATE
March 23, 2023

REVISIONS

MARK DATE DESCRIPTION

Homewood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO

PRELIMINARY PLAN FOR JEROME PARK

EMHT
5875 N. MacArthur Blvd., Suite 200, Columbus, OH 43230
Phone: 614.775.5500 Fax: 614.775.5500

DATE

March 23, 2023

SCALE

1" = 40'

JOB NO.

20200319

SHEET

2/14

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SHEET DATE
March 23, 2023

REVISIONS

MARK DATE DESCRIPTION

Homewood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
JEROME PARK
EXISTING CONDITIONS PLAN

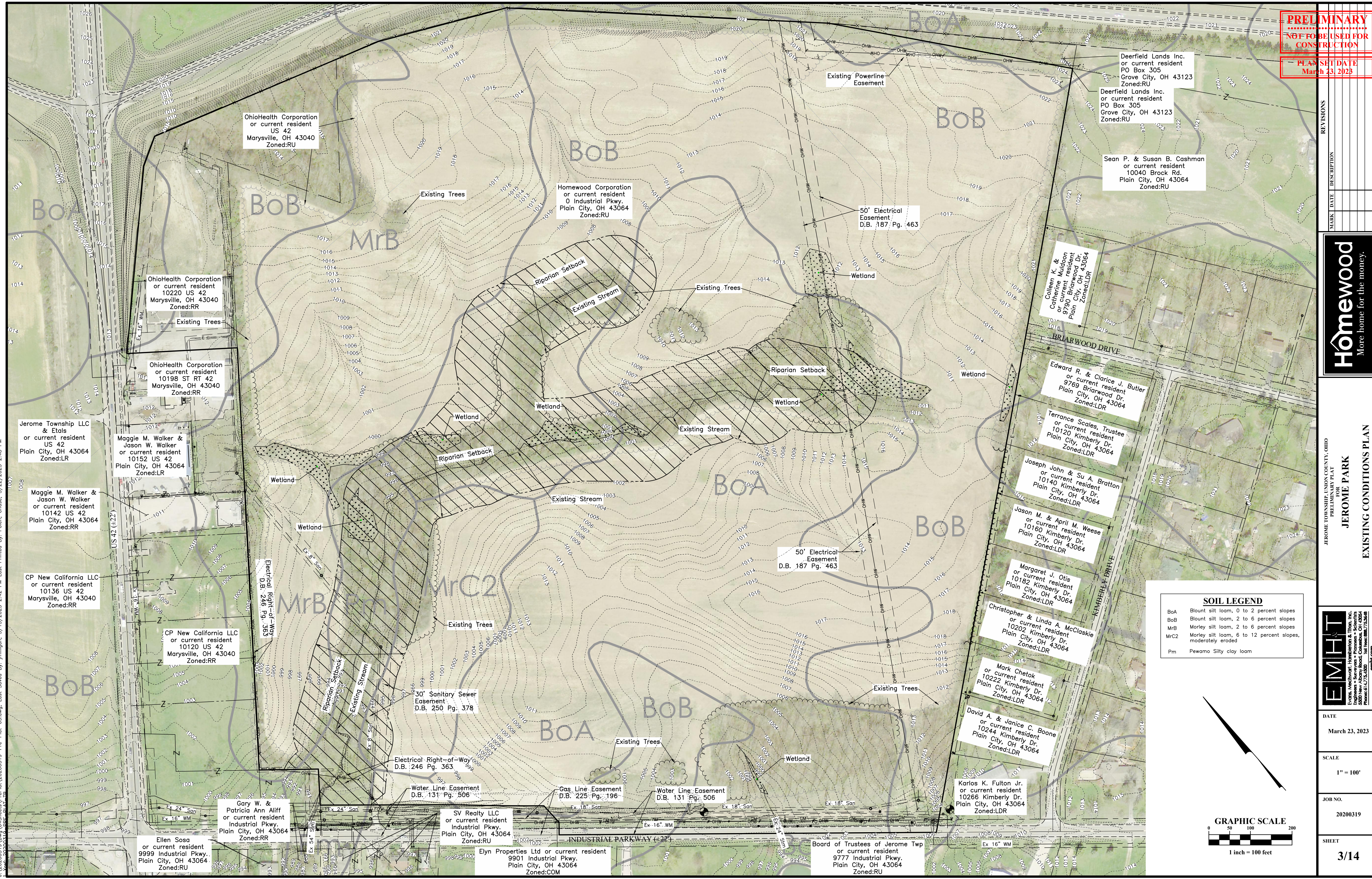
EMHT
E.M. HART
Engineers, Surveyors & Planners, Inc.
5500 New Albany Road, Columbus, OH 43244
Phone: 614.775.5500 Fax: 614.775.5501
emht.com

DATE
March 23, 2023

SCALE
1" = 100'

JOB NO.
20200319

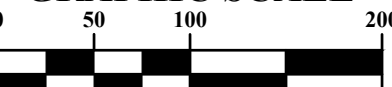
SHEET
3/14



SOIL LEGEND

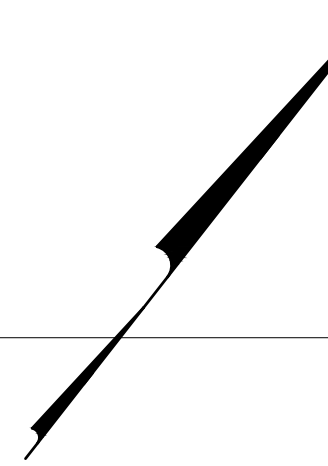
- BoA Blount silt loam, 0 to 2 percent slopes
- BoB Blount silt loam, 2 to 6 percent slopes
- MrB Morley silt loam, 2 to 6 percent slopes
- MrC2 Morley silt loam, 6 to 12 percent slopes, moderately eroded
- Pm Pewamo Silty clay loam

GRAPHIC SCALE



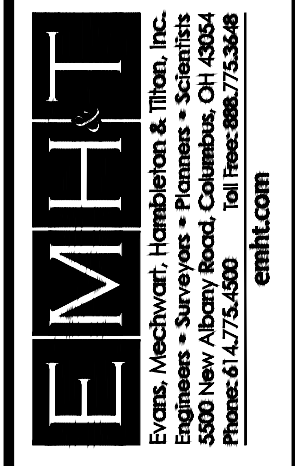
1 inch = 100 feet

NOTE:
THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHTS OF WAY, AND EASEMENT BOUNDARIES AT THE TIME OF PLATTING. AT THE REQUEST OF THE ZONING AUTHORITY AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF THE LIMITATIONS AND REQUIREMENTS OF THE ZONING REGULATIONS IN EFFECT AT THE DATE OF FILING OF THE PLAT. SUCH LIMITATIONS, AND REQUIREMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND SHOULD BE VERIFIED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF ANY PRIVATE IMPROVEMENTS ON THE LOT. 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.

[illegible][illegible]

Homewood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
JEROME PARK
PRELIMINARY PLAT



DATE

March 23, 2023

SCALE

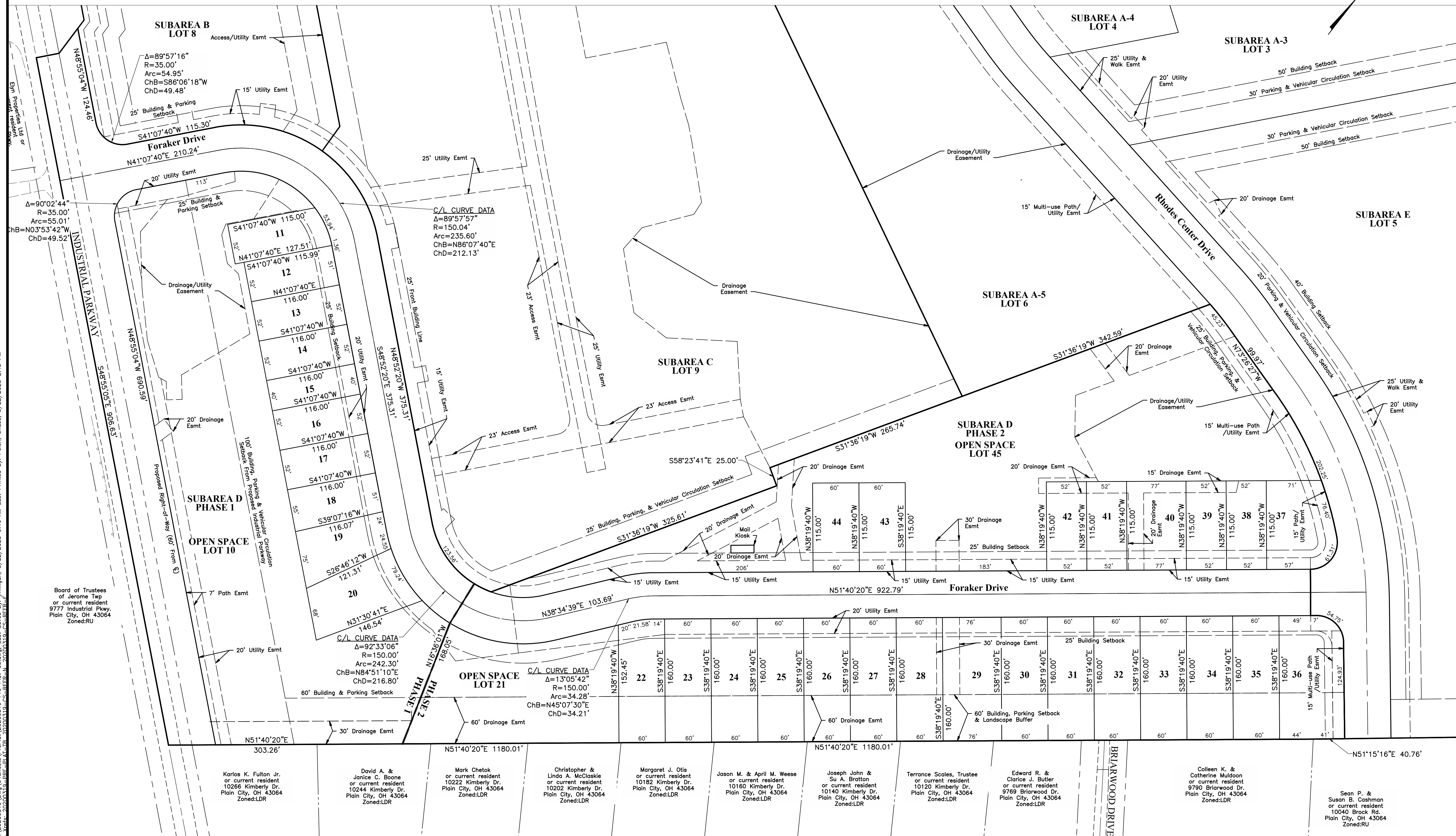
1" = 60'

JOB NO.


20200319

SHEET

5/14



GRAPHIC SCALE



1 inch = 50 feet

PLAN SET DATE			
March 23, 2023			

[illegible]

Homewood

More home for the money.

PRELIMINARY PLAT
FOR
JEROME PARK
GRADING PLAN

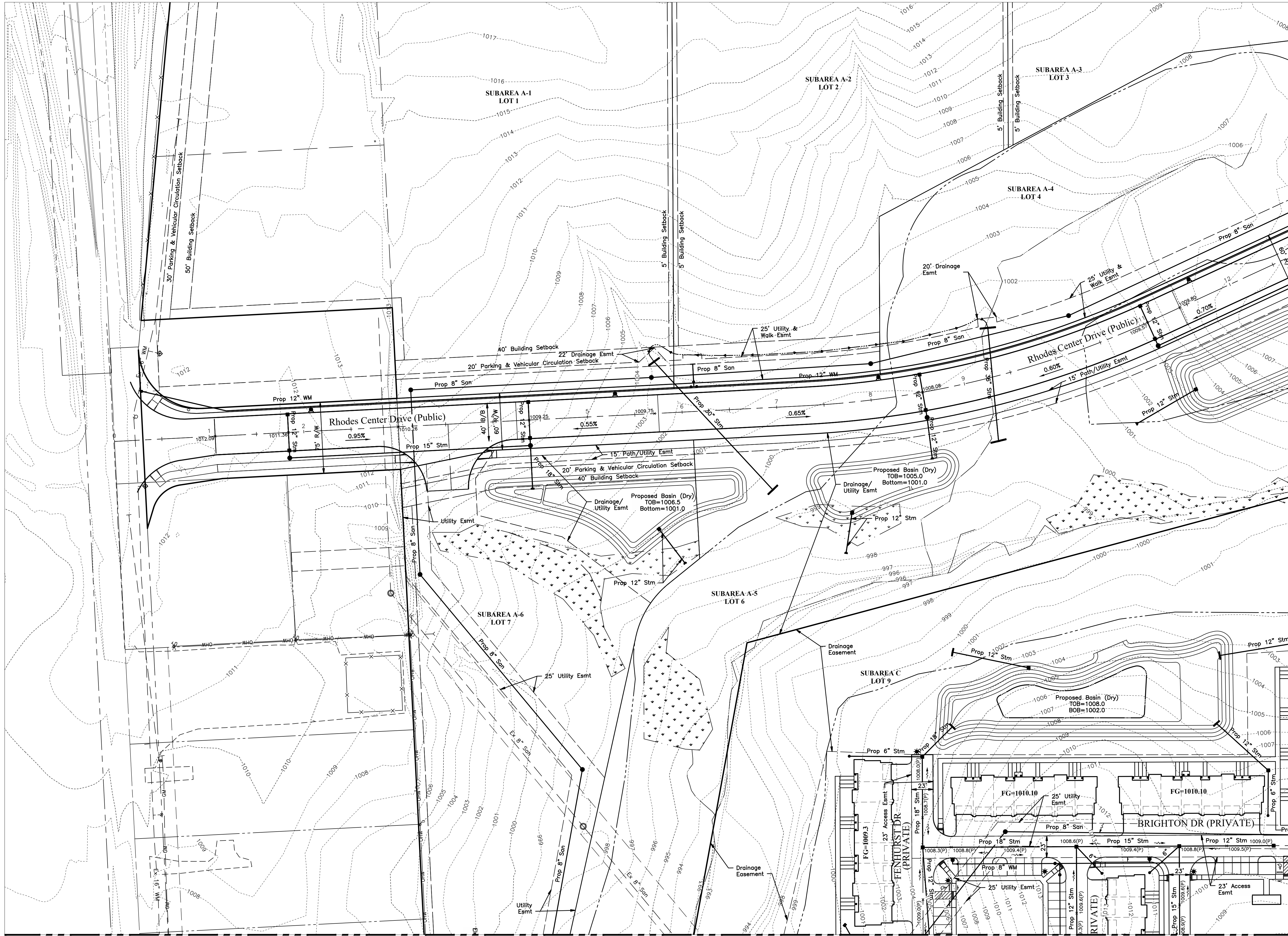
EMH
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5300 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 668.775.3648
emht.com

March 23, 2023


1" = 50'

DB NO.
20200319

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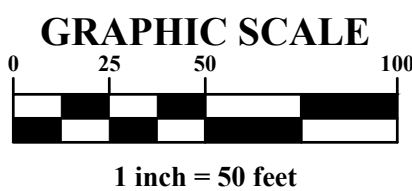


GRAPHIC SCALE



1 inch = 50 feet

PLAN SET DATE	March 23, 2023
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MARK	DATE	DESCRIPTION
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Homewood
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JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT

FOR
JEROME PARK

GRADING PLAN

EMH₂T
Evans, Mechtwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Toll Free: 888.775.3648
emht.com

DAT

March 23, 2023

SCA

1'' = 50

JOB

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7/14

CONTINUATION LINE

CONTINUATION LINE **SEE SHEET 9**

SEE SHEET 9

PLAN SET DATE				
March 23, 2023				

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JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
JEROME PARK
GRADING PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
55500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448

DATE
March 23, 2023

SCALE

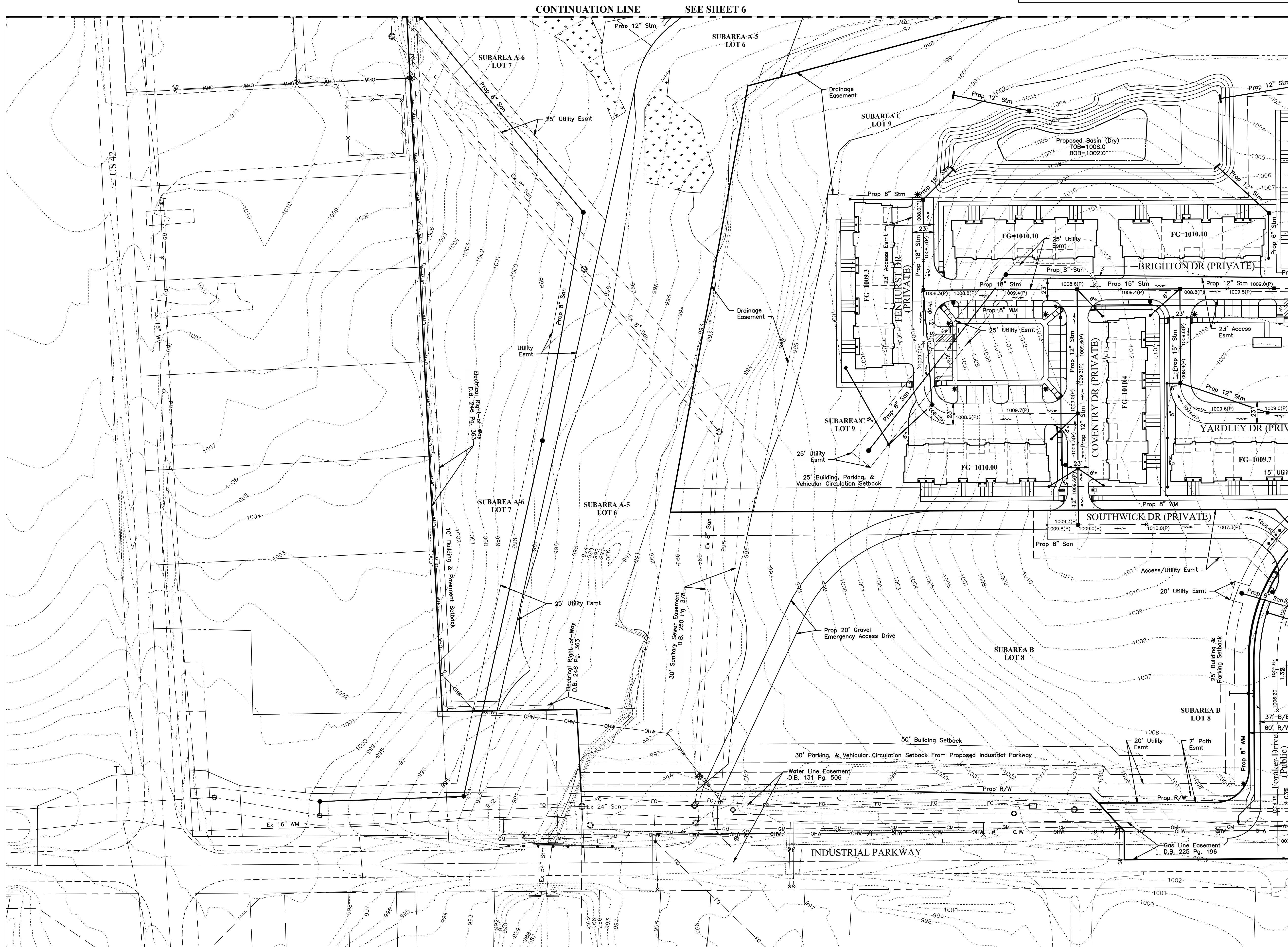
1" = 50'

JOB NO.

20200319

SHEET

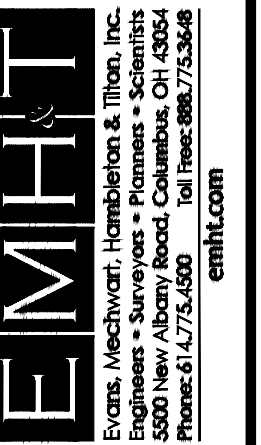
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JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
JEROME PARK
GRADING PLAN



DATE
March 23, 2023

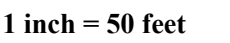
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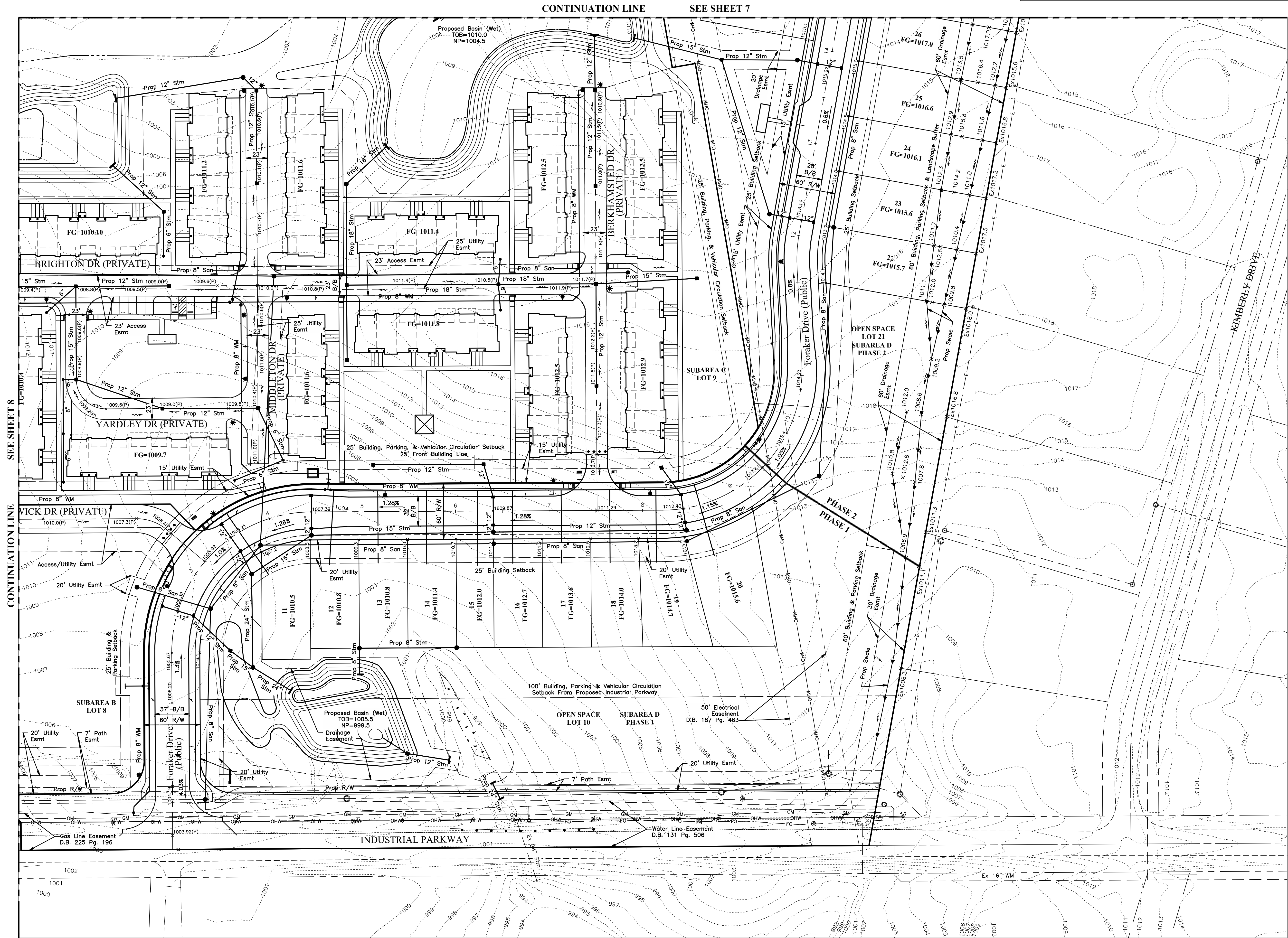
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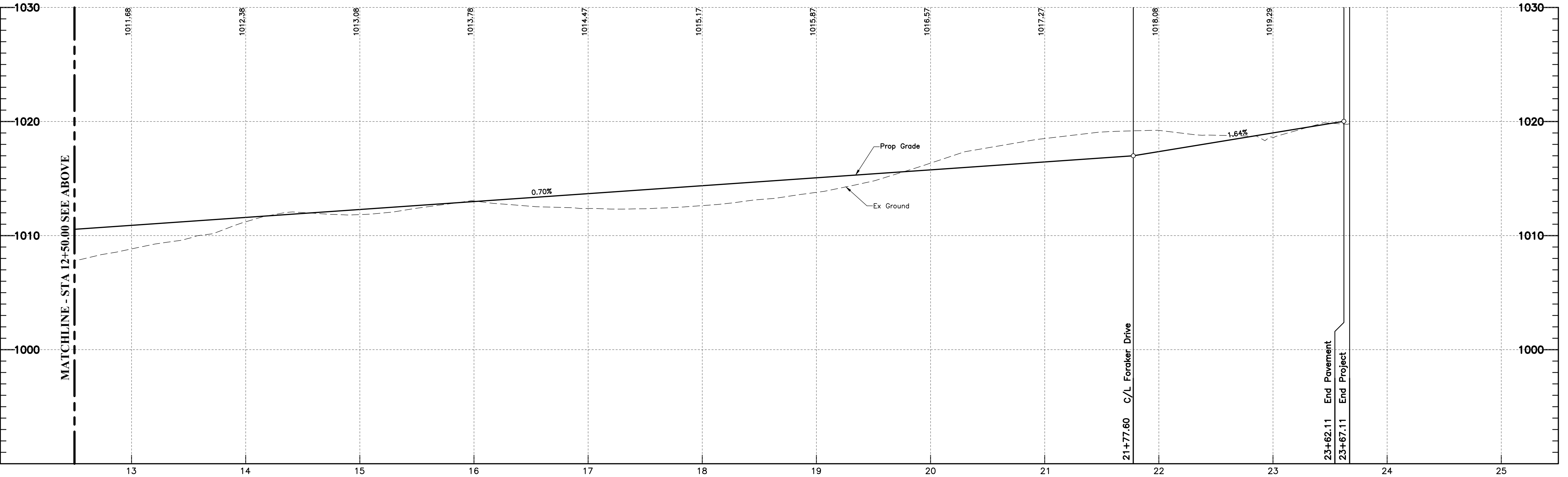
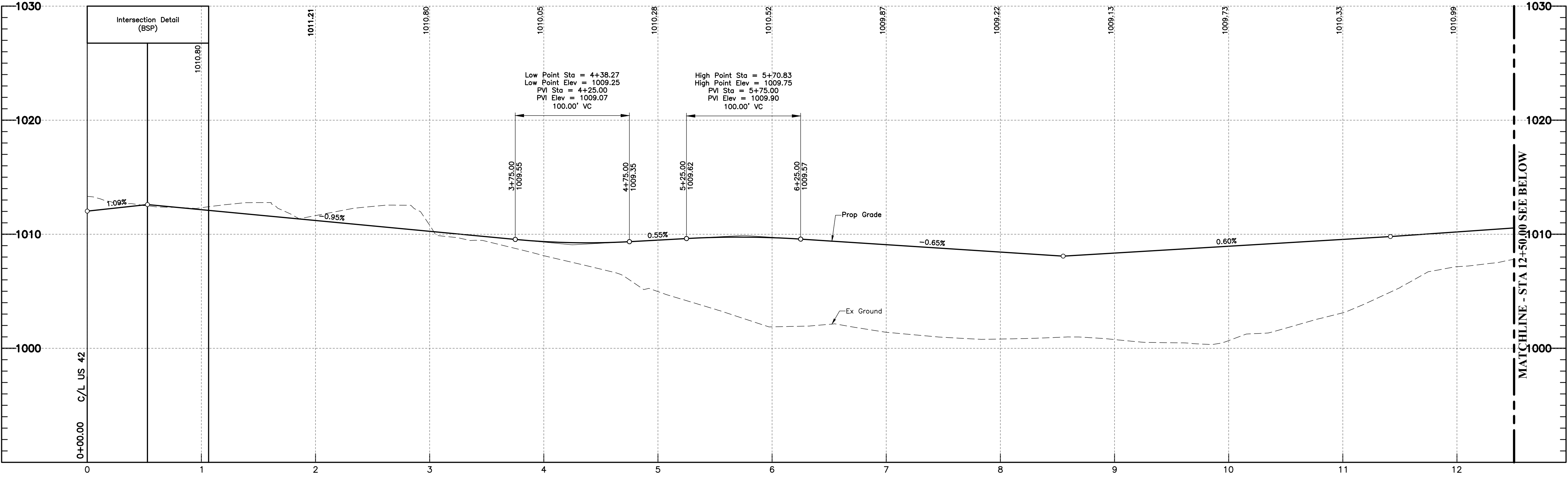
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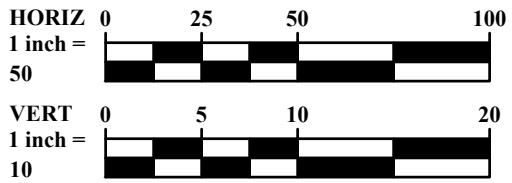
NOTE:
IF LOT LINES OR RIGHT-OF-WAY IS MODIFIED FROM APPROVED PRELIMINARY PLAT, AN
AMENDED PRELIMINARY PLAT MAY BE REQUIRED PRIOR TO FINAL PLAT PROCESS.



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NOTE:
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PRELIMINARY PLAT, AN AMENDED PRELIMINARY PLAT MAY BE
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PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLANSHEET DATE
March 23, 2023

REVISIONS		
MARK	DATE	DESCRIPTION

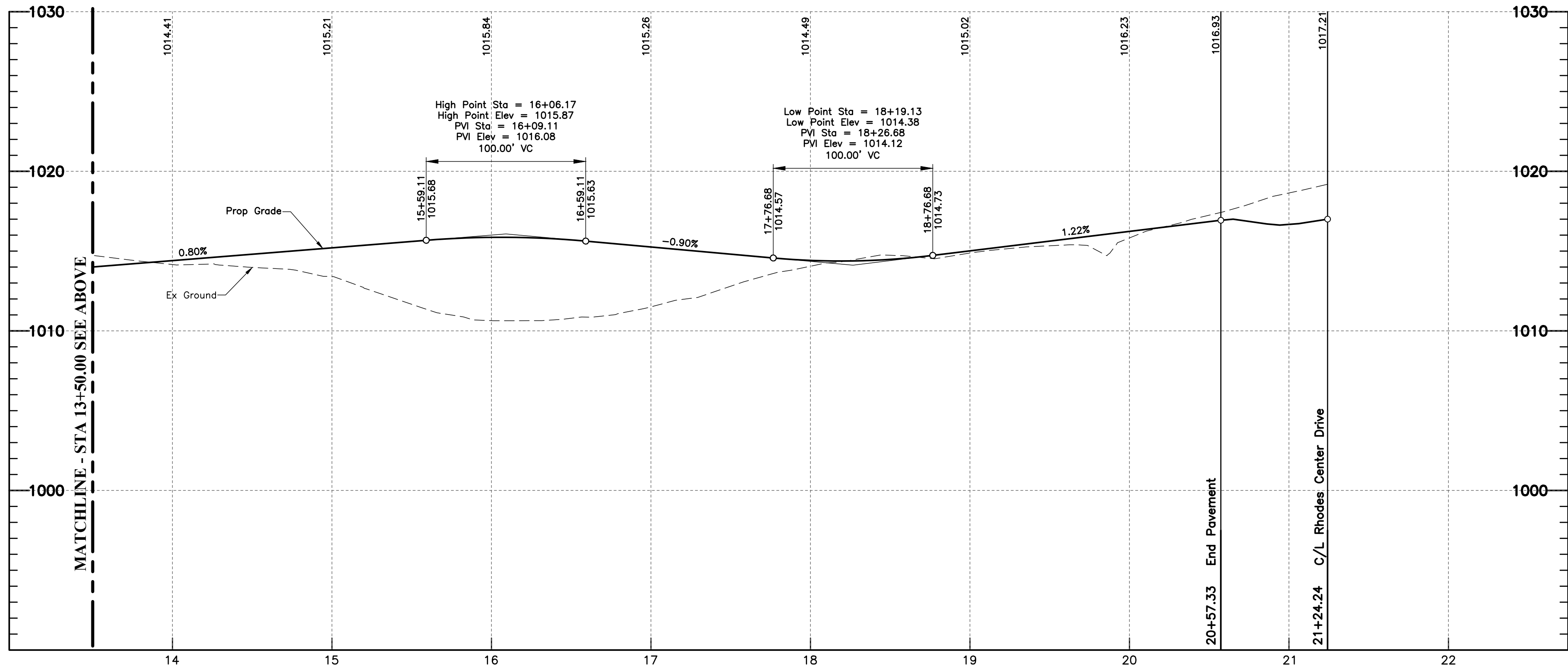
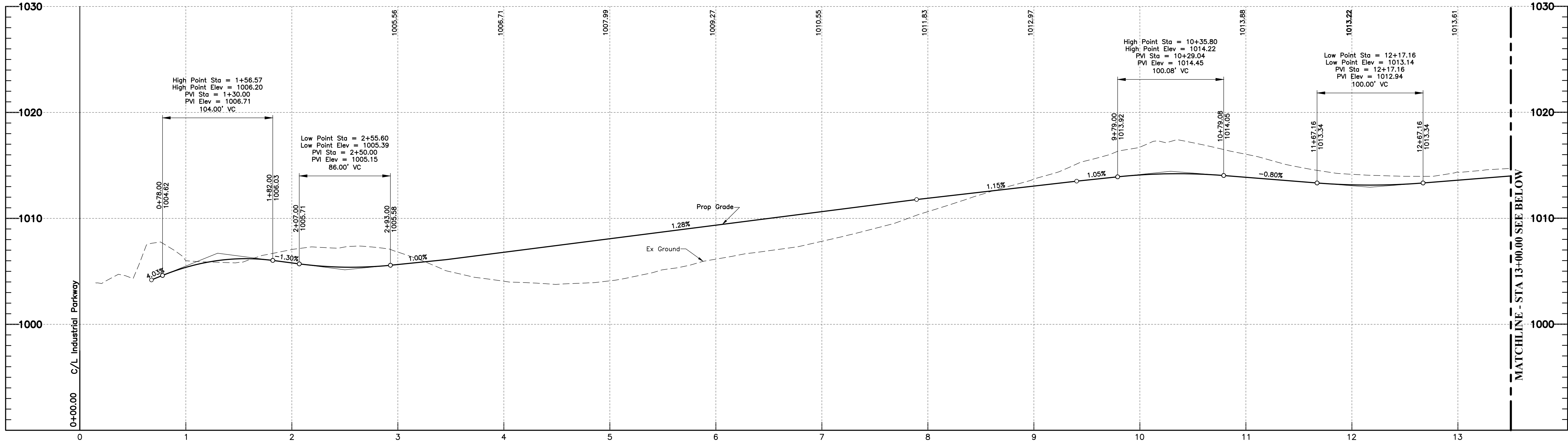


JEROME TOWNSHIP, UNION COUNTY, OHIO
FOR
PRELIMINARY PLAT
JEROME PARK
ROADWAY PROFILE- RHODES CENTER DRIVE

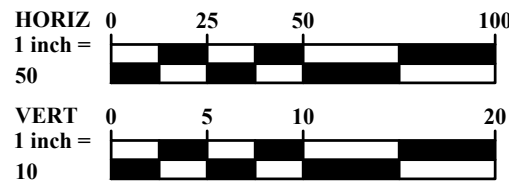
EMHT
E.M.H. & M. H. T. ENGINEERS & ARCHITECTS, INC.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43254
Phone: 614.775.5500 Fax: 614.775.5501 emht.com

DATE	March 23, 2023
SCALE	Horiz: 1" = 50' Vert: 1" = 10'
JOB NO.	20200319
SHEET	10/14

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NOTE:
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PRELIMINARY PLAT, AN AMENDED PRELIMINARY PLAT MAY BE
REQUIRED PRIOR TO FINAL PLAT PROCESS.



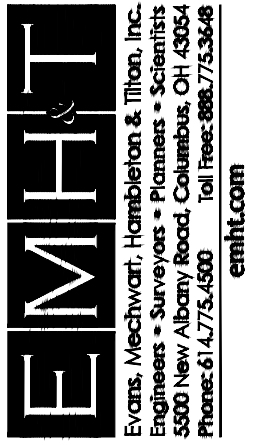
PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
March 23, 2023

REVISIONS		
MARK	DATE	DESCRIPTION



JEROME TOWNSHIP-UNION COUNTY, OHIO
FOR
PRELIMINARY PLAT
JEROME PARK
ROADWAY PROFILE - FORAKER DRIVE



DATE	March 23, 2023
SCALE	Horiz: 1" = 50' Vert: 1" = 10'
JOB NO.	20200319
SHEET	11/14

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SHEET DATE
March 23, 2023

REVISIONS

MARK DATE DESCRIPTION

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JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN
FOR
JEROME PARK
COMPOSITE UTILITY PLAN

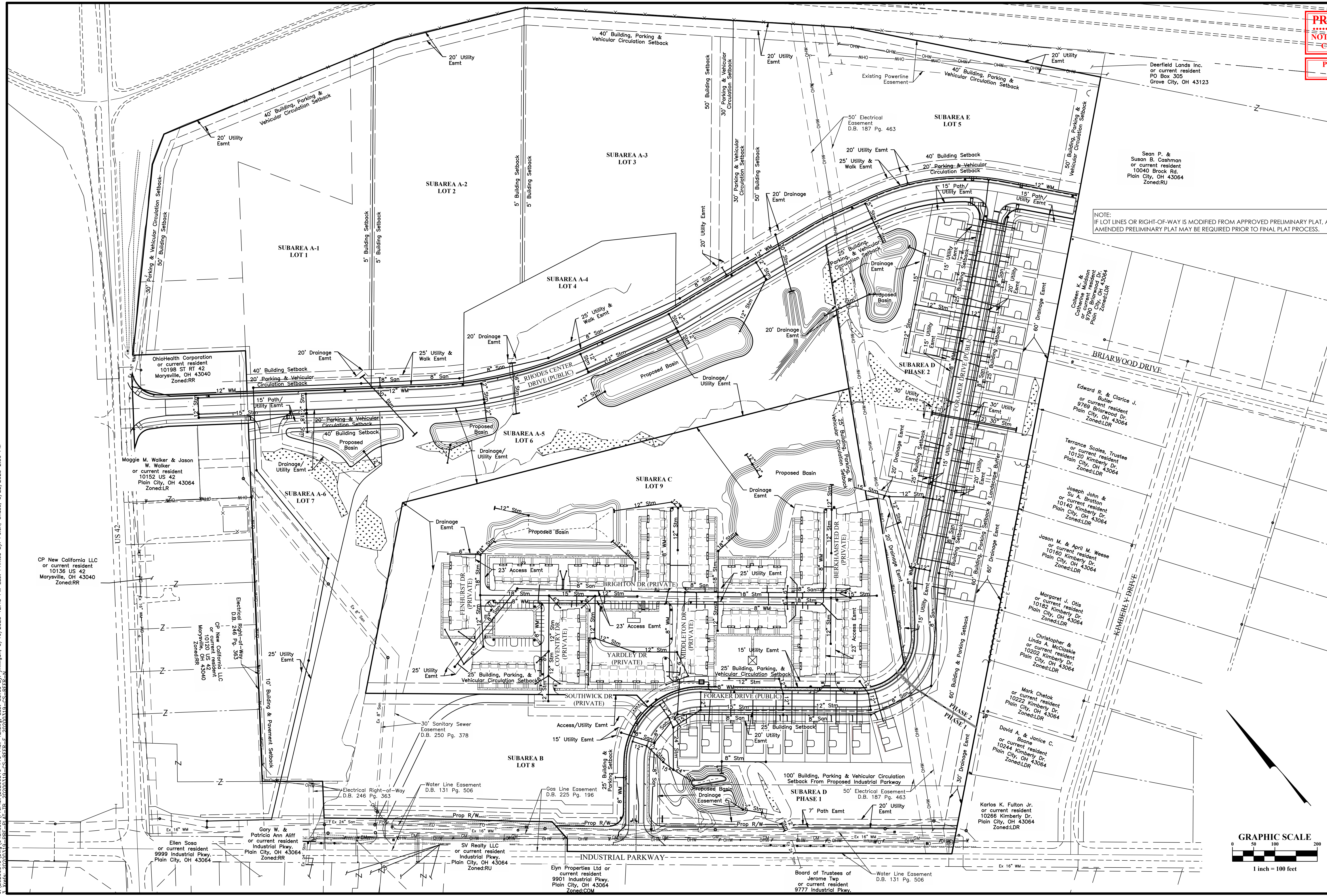
EMHT
E.M. HART
Engineers - Surveyors - Planners - Scientists
5800 New Albany Road, Columbus, OH 43248
Phone: 614.775.5500 Fax: 614.775.5501 emht.com

DATE
March 23, 2023

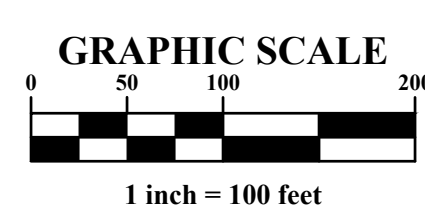
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1" = 100'

JOB NO.
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SHEET
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NOTE:
IF LOT LINES OR RIGHT-OF-WAY IS MODIFIED FROM APPROVED PRELIMINARY PLAT, AN
AMENDED PRELIMINARY PLAT MAY BE REQUIRED PRIOR TO FINAL PLAT PROCESS.



PRELIMINARY
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NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE	
March 23, 2023	

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JEROME TOWNSHIP UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
JEROME PARK
EROSION & SEDIMENT CONTROL PLAN

EMH T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
65500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3248
Circle 20 on Reader Service

DATE
March 23, 2023

SCALE

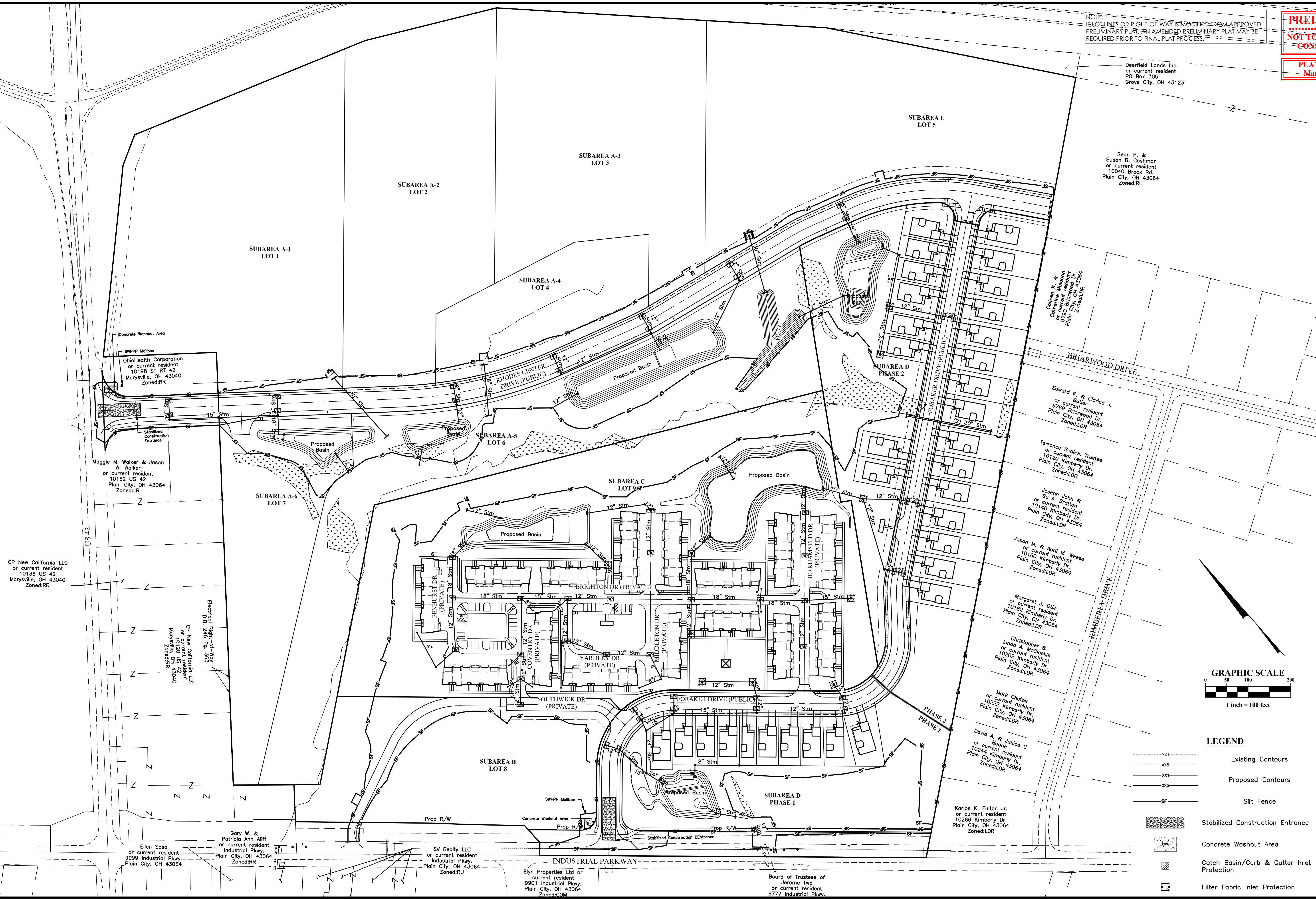
1" = 100'

JOB NO.

20200319

SHEET

14/14



Brad Bodenmiller

From: Wyatt Marshall <wyatt.marshall@uchd.net>
Sent: Thursday, March 30, 2023 3:38 PM
To: Brad Bodenmiller
Subject: Jerome Park - Amended Preliminary Plat

Brad,

In regards to the "Jerome Park - Amended Preliminary Plat" review, our office has no comment at this time. The proposal is all serviced by public utility and the proposal does not affect existing properties with on-site systems in regards to accessibility to public water/sewer.

Thanks!

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, April 5, 2023 4:39 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - April LUC Executive Meeting

Brad,

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

Jerome Park - Amended Preliminary Plat

1. Please extend 20' Utility Easement through Subarea D along Foraker Drive beyond Lot 11.
2. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway.
3. Please provide/show 25' Utility Easement through Subarea A-6 for the proposed sanitary sewer as shown in the Engineering Plans.
4. Please provide the following Utility Easement language:

Utility Easements

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

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Wednesday, November 3, 2021 4:24 PM
To: Brad Bodenmiller
Cc: Chad Green
Subject: Marysville Comments - November LUC Executive Committee Meeting

Brad,

Below are the City of Marysville's comments regarding the agenda items for the November 2021 LUC Executive Committee Meeting:

Jerome Park - Preliminary Plat

1. Please provide an additional twenty (20) foot utility easement adjacent to the proposed right-of-way on Industrial Parkway along the entire frontage of the Jerome Park development.
2. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 42 along the entire frontage of the Jerome Park development.
3. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 33 along the entire frontage of the Jerome Park development.
4. Depending on the depth of the sanitary sewer, the minimum width of the utility easement for the sanitary sewer is twenty-five (25) to thirty (30) feet. Please revise the easement accordingly.
5. The City has provided the following comments to the Developer during our review of the applicants sketch plan and engineering plan submittals (April/May 2021) and have not been addressed by the Developer:
 1. Due to extensive I/I issues and the poor condition of the private sanitary sewer, the existing private line in sub-area A-2 and A-4 must be removed from the MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.
 2. All private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City of Marysville.
 3. The remainder of the private system will be required to be removed with the development of future phases (A-1).
 4. Ensure proper separations between water and sanitary along Rhodes Center Drive. From 10 State Standards "Water mains shall be laid at least 10 feet horizontally from any existing or proposed gravity sanitary or storm sewer, septic tank, or subsoil treatment system. The distance shall be measured edge to edge."

Jerome Village, VN-11 - Preliminary Plat

1. The sanitary service is provided by Jerome Village Community Authority with treatment provided by the City of Marysville.
2. The water service provided by the City of Marysville.
3. Please label and dimension all easements on Sheets 4-8.
4. Please extend the 16-inch water main (and associated easement) along Ravenhill Pkwy to the northern property line.
5. Continue to work with the City of Marysville to determine if an 8-in water main loop from Heron Chase Ct to Ravenhill Pkwy is necessary.

Thanks and let us know if you have any additional questions or concerns. Have a good one.

Kyle Hoyng, P.E.

City Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7358 (office)





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

Jerome Township Zoning Department

March 30, 2023

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

Re.: Jerome Park – Amended Preliminary Plat

Dear Mr. Bodenmiller,

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

- 1) Resolution 19-136 was approved by the Board of Township Trustees to rezone the site to Planned Development District. The proposed Preliminary Plat complies with that preliminary development plan attached to case. Per Chapter 500 of the Jerome Township Zoning Resolution an approved detailed development plan will be required prior to the establishment of any uses or construction of any improvements, and for letter of compliance with the zoning regulations to be issued when the final plan is reviewed. Applications for approval of initial or modified detailed development plans have been submitted and will be reviewed by the Township Zoning Commission. This note is simply to serve as a reminder.

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

Sincerely,

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

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Tuesday, April 4, 2023 2:49 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Yes. It is approved.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, April 4, 2023 2:46 PM
To: Joseph Grove <jgrove@unioncountyohio.gov>
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Thanks, Joseph. To be clear, is the Preliminary Drainage Plan still approved? (Asking since this is an Amended Preliminary 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: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Tuesday, April 4, 2023 1:25 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Union Soil and Water has no comments for **Jerome Park – Amended Preliminary Plat**.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, March 28, 2023 9:27 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Jerome Park – Amended Preliminary Plat**. Paper copies were delivered/mailed. *Note: The applicant's engineer indicated roadway re-alignment (Foraker Drive) resulted in changes, which are described in the letter attached to the Distribution Letter.*

This is the only subdivision being shared this month. Please note the meeting dates and call with any questions. 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



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

Applicant:	Homewood Corporation c/o Tom Tolbert 2700 E. Dublin-Granville Road, Suite 300 Columbus, OH 43231 ttolbert@homewoodcorp.com EMH&T c/o Patricia Brown, PE 5500 New Albany Road Columbus, OH 43054 pbrown@emht.com
Request:	Approval of the Jerome Park – Amended Preliminary Plat.
Location:	Located between US Hwy 33 and Industrial Parkway, east of US Hwy 42 in Jerome Township, Union County.

Staff Analysis:	<p>This Amended Preliminary Plat involves 82.87 acres of land and proposes 45 lots (<i>was 48 lots</i>) distributed among five subareas.</p> <p>Subareas & Acreages</p> <ul style="list-style-type: none">○ Subarea A proposes an office park and totals 34.63 acres.○ Subarea B proposes commercial and totals 4.57 acres.○ Subarea C proposes attached residential (multi-family) and totals 15.61 acres (<i>was 15.55 acres</i>).○ Subarea D proposes detached single-family residential and totals 13.33 acres (<i>was 13.43 acres</i>).○ Subarea E proposes attached residential (multi-family) and totals 7.30 acres.○ 7.43 acres in right of way (<i>was 7.39 acres</i>)○ 17.29 acres in open spaces (distributed within subareas) <p>Proposed utilities:</p> <ul style="list-style-type: none">○ Public water line with private services (City of Marysville)○ Public sanitary sewer (City of Marysville) <p>Preliminary Plat:</p> <ul style="list-style-type: none">○ The Preliminary Plat was originally approved in May 2020. The first Amended Preliminary Plat was
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	<p>approved in November 2021. This is the second Amended Preliminary Plat.</p> <ul style="list-style-type: none">○ According to the applicant's engineer, roadway realignment (Foraker Drive) resulted in changes to the Plat. <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Union County Engineer's Office submitted comments in a letter dated 11-04-21. The Engineer's Office recommended approval subject to modifications and recommendations addressed in the Construction Drawings or resolved as indicated. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) <ol style="list-style-type: none">1. Various TIS and updates have been submitted for this development as well as adjacent properties impacted by this development's infrastructure. These are under review by the Engineer's Office and ODOT. Further improvements or contributions towards improvements may be required pending the results of these reviews.2. There is currently an ODOT project in design to upgrade the intersection at US 42 and Industrial Parkway. Based on the results of these traffic studies, further coordination will be required on the construction of necessary improvements triggered by this development, right-of-way dedication, and funding.3. An access plan to serve the parcels abutting US 42 and approved by ODOT will be required to be shown on the engineering drawings. It was made clear that discussions were ongoing on providing new access/modified access all parcels abutting US 42 between US 33 and Industrial Parkway.4. Individual intersection analysis will be required for access to all sub areas to determine the requirement for local intersection improvements (i.e. turn lanes).5. Provide all environmental assessment and permitting documentation to our office.6. Provide information regarding master trails and development-maintained fencing/landscaping.
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

7. Basins are required to be constructed to OEPA standards, including appropriate sizing for micropools and forebays.
8. Provide minimum 15' wide berm sloped at 10% or less around basins.
9. All stormwater infrastructure and drainage easements will be reviewed in more detail during the Construction Drawing review process.
10. Detail all flood routing swales, including 100-year water surface elevations, ensuring at least 1' of freeboard between the 100-year water surface and finished grade elevations of all building structures.
11. Provide stormwater management report.
12. Provide detailed construction drawings to private utility providers.
13. Sheet 2: Provide typical section for multi-use paths and label location in plan views along Foraker Drive and Rhodes Center Drive.
14. Sheet 2: Roller Compacted Concrete is not being permitted for public roadway construction. Please remove alternate typical section including this material for public roadways.
15. Sheet 2: Roadway signage to be anchored with 3 lb. post and can transition above ground.
16. Sheet 4: Clarify the asterisk-like symbol on the radius return arc length at Industrial Parkway and Foraker Drive. Overall, a legend will be required to indicate symbols utilized throughout.
17. Sheet 8: The multi-use path should extend across the entirety of the development frontage on Industrial Parkway.
18. Sheets 7-9: Provide clarification on need for a 60' wide drainage easement along the rear of lots 21-39. Additional storm sewer will be necessary.

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

- In an email dated 04-04-23, the District advised it had no comments.

- **Union County Health Department**

- In an email dated 03-30-23, the Health Department advised it had no comments. Standard comments from the Health Department are below:



	<ol style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or services 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 (STS).”2. “Any home, business, or other structure that is currently being serviced by a private 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 time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS.” <p>• City of Marysville</p> <ul style="list-style-type: none">○ The City of Marysville submitted comments in an email dated 11-03-21 and additional comments in an email dated 04-05-23. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) <ol style="list-style-type: none">1. Provide additional 20’ utility easement adjacent to proposed right-of-way of Industrial Parkway along entire frontage of this subdivision.2. Provide 20’ utility easement adjacent to right-of-way on US 42 along entire frontage of this subdivision.3. Provide 20’ utility easement adjacent to right-of-way on US 33 along entire frontage of this subdivision.4. Depending on depth of the sanitary sewer, the width of related utility easements is 25-30’. Please revise accordingly.5. The City provided comments to the Developer during Sketch Plan and Engineer Plan submittals (April/May 2021). These have not been addressed by the Developer:<ol style="list-style-type: none">1. Due to extensive l/l issues and poor condition of the private sanitary sewer, existing private line in A-2 and A-4 must be removed from the
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	<p>MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.</p> <ol style="list-style-type: none">2. Private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City.3. The remainder of the private system will be required to be removed with the development of future phases (A-1).4. Ensure proper separations between water and sanitary along Rhodes Center Drive.6. Extend 20' utility easement through Subarea D along Foraker Drive beyond Lot 11.7. Provide 25' Utility Easement through Subarea A-6 for the proposed sanitary sewer as shown on the Construction Drawings.8. The City provided Utility Easement language for utility easements. <p>• Jerome Township</p> <ul style="list-style-type: none">○ The Township submitted comments in a letter dated 03-30-23. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)1. The proposed Preliminary Plat complies with the Preliminary Development Plan. An approved Development Plan will be required prior to the establishment of any use or construction of any improvement and for Zoning Staff to provide a letter of compliance with the zoning regulations at the Final Plat stage. <p>• ODOT District 6</p> <ul style="list-style-type: none">○ No comments received as of 04-05-23. <p>• Union Rural Electric</p> <ul style="list-style-type: none">○ URE submitted comments in a letter dated 11-08-21. (Please refer to the letter for comments.) <p>• AES Ohio (formerly DP&L)</p> <ul style="list-style-type: none">○ No comments received as of 04-05-23.
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• **LUC Regional Planning Commission**

1. Subarea A-1 Lot: Lots are required to have frontage along an approved street or road. If these are not to be combined, indicate existing access to the street (§313, 15; pp. 35).
2. Sheet 1: Provide phone numbers for all owners (§313, 3.).
3. Sheet 4: Boundary dimensions were provided during the November 2021 review, but several are missing on this submittal. With exception of the increased right-of-way at Rhodes Center Drive and US Hwy 42, the Final Plat will be based on the November 2021 boundary dimensions (§313, 6.).
4. Sheet 4: Right-of-way dimensions were provided during the November 2021 review, but several are missing on this submittal. With exception of those new right-of-way dimensions provided (especially on Sheet 5), the Final Plat will be based on the November 2021 right-of-way dimensions (§313, 12.).
5. Sheet 4: Lot + open space dimensions were provided during the November 2021 review, but several are missing on this submittal. With exception of those new lot + open space dimensions provided (especially on Sheet 5), the Final Plat will be based on the November 2021 lot + open space dimensions (§313, 12.).
6. The dimensions and boundaries of the open space is unclear. Please add dimensioning. How will the open space in Subarea C be reserved (§313, 16.)? This was noted during the November 2021 review.
7. There is a multi-family development shown in Subarea C. Currently, there are access easements depicted, which were a discussion point/condition during the May 2020 review and removed from the November 2021 review. LUC Staff is working to confirm with the applicant's engineer the purpose and intended label for the easements. If these are indeed intended as general access easements, these will require variances for reduced right-of-way width (§406) and dead end streets (§408, 3.).
8. Easements for water and sewer must be a minimum for 20' and 10' for other utilities (§313, 12.; §414).



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	<ol style="list-style-type: none">9. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).10. 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.).11. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).
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Staff Recommendations:	Staff recommends APPROVAL of Jerome Park – Amended Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. This includes a condition to remove or relabel the access easements appropriately shown in Subarea C (§406; §408, 3.). 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 <i>prior</i> to submittal.
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Z&S Committee Recommendations:	
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Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, April 7, 2023 1:29 PM
To: Brad Bodenmiller
Subject: RE: Jerome Park Amended Preliminary Plat - Comments
Attachments: Preliminary_Plat_commentletter_2021-11-04.pdf

Here is a copy of the original letter. I do not have any new comments for the plat.

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, April 7, 2023 1:20 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Jerome Park Amended Preliminary Plat - Comments

Luke,

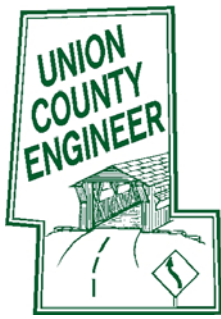
Good morning! Do you have comments on this plat? If they are the same as last time, would you resend the letter?

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



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

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

November 4, 2021

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

Re: Jerome Park – Preliminary Plat Review

Brad,

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

1. Various traffic impact studies (TIS) and updates have been submitted for this development as well as adjacent properties impacted by the infrastructure to be constructed with this development. These studies are currently under review by our office and ODOT. Further improvements or contributions towards improvements may be required pending the result of these reviews.
2. There is currently an ODOT project in design to upgrade the intersection at US 42 and Industrial Parkway. Based on the results of these traffic studies, further coordination will be required on the construction of necessary improvements triggered by this development, right of way dedication and funding.
3. An access plan to serve the parcels abutting US 42 and approved by ODOT will be required to be shown on the engineering drawings. From previous discussion, it was made clear that discussions were ongoing on providing new access/modified access all parcels abutting US 42 between US 33 and Industrial Parkway.
4. Individual intersection analysis will be required for access to all sub areas to determine the requirement for local intersection improvements (i.e. turn lanes, etc.).
5. Provide all environmental assessment and permitting documentation to our office for record.
6. Provide information regarding any master trails and development-maintained fencing/landscaping in the construction drawings.
7. All basins will be required to be constructed to OEPA standards, including appropriate sizing for micropools and forebays. Provide a minimum slope of 2% for all dry basin bottoms to promote positive drainage.
8. Provide a minimum 15' wide berm sloped at 10% or less around all basins for access and maintenance. Easement boundaries shall be outside of these areas to permit access under the Ditch Maintenance program.
9. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
10. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
11. Provide a stormwater management report for review.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

12. Provide detailed construction drawings to private utility providers.
13. Sheet 2 – Provide a typical section for the multi-use paths and label the location in the plan views along Foraker Drive and Rhodes Center Drive.
14. Sheet 2 – Roller Compacted Concrete is currently not being permitted for public roadway construction at this time. Please remove the alternate typical section including this material for public roadways.
15. Sheet 2 – All roadway signage shall be anchored with a 3 lb. post and can transition to a 2 lb. post above ground.
16. Sheet 4 – Clarify the asterisk-like symbol on the radius return arc length at the intersection of Industrial Parkway and Foraker Drive. This symbol also appears in other sections of the plan. Overall, a legend will be required to indicate the symbols utilized throughout the plan set.
17. Sheet 8 – The multi-use path should be extended across the entirety of the development frontage on Industrial Parkway.
18. Sheets 7-9 – Provide clarification on the need for a 60' wide drainage easement along the rear of lots 21-39. Due to the grading of the rear of the proposed lots, additional storm sewer will be necessary to provide stormwater runoff relief in this area.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals, including but not limited to final construction documents. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Cc: Steve Beros, Union County Engineer (via email)
Jeremy Burrey, USWCD (via email)

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, April 7, 2023 2:32 PM
To: Brad Bodenmiller
Subject: RE: Jerome Park Amended Preliminary Plat - Layout & Design

Yes. It is approved

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, April 7, 2023 2:31 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: RE: Jerome Park Amended Preliminary Plat - Layout & Design

Is this approved?

Bradley Bodenmiller

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

From: Brad Bodenmiller
Sent: Thursday, April 6, 2023 3:17 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Jerome Park Amended Preliminary Plat - Layout & Design

Luke,

Good afternoon! Is the layout and design of the lots, streets, and other improvements for the **Jerome Park – Amended Preliminary Plat** approved? I am re-asking this question because the application mentions one of the roads has moved.

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: Ed Peper <epeper@ure.com>
Sent: Tuesday, April 11, 2023 7:53 AM
To: Brad Bodenmiller
Cc: Matt Zarnosky; Brent Ransome; Beau Michael
Subject: RE: Jerome Park Amended Preliminary Plat - Comments

Morning Brad,
For Jerome Park, our original comments will still stand.
If there are any comments or concerns, you can let me or Beau know and we will address them.

Thanks,
Ed Peper
Engineer II

Union Rural Electric Cooperative, Inc.
15461 US Highway 36 | Marysville, Ohio 43040
Office: (937)645-9240
epeper@ure.com
www.ure.com

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, April 7, 2023 7:55 AM
To: Ed Peper <epeper@ure.com>
Subject: Jerome Park Amended Preliminary Plat - Comments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.


Ed,

Good morning! Do you have comments on this plat? If they are the same as last time, would you resend the letter?

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



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

Your Touchstone Energy® Cooperative 

November 8th, 2021

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

RE: UREC comments for Jerome Park – Preliminary Plat

Brad,

Noted comments per electronic drawings received November 5, 2021. Drawing set of 14 sheets issued Preliminary Plat Jerome Park:

- 1) Page 1 of 14 – Cover Page
- 2) Page 1-3 no comments
- 3) Page 4
 - a) URE and DP&L territorial split required for SUBAREA A-1
 - No buildings noted on this drawing.
 - b) URE and DP&L territorial split required for SUBAREA A-2
 - No buildings noted on this drawing.
 - c) URE service territory for SUBAREA A-3
 - No buildings noted on this drawing.
 - d) URE and DP&L territorial split required for SUBAREA B
 - No buildings noted on this drawing.
 - e) URE and DP&L territorial split required for SUBAREA C
 - This section is multi-tenant buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - f) URE service territory for SUBAREA D
 - This section is single family buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - Does the developer prefer front or rear lot services?
 - g) URE service territory for SUBAREA E
 - No buildings noted on this drawing.
- 4) Page 5
 - a) 37 residential lots

- b) URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement
- c) service to be rear lot or front lot?

5) Page 6-9

- a) URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement

6) Page 10-11

- a. No comments

7) Page 12

- a) URE and DP&L territorial split required for SUBAREA A-1
 - No buildings noted on this drawing.
- b) URE and DP&L territorial split required for SUBAREA A-2
 - No buildings noted on this drawing.
- c) URE service territory for SUBAREA A-3
 - No buildings noted on this drawing.
- d) URE and DP&L territorial split required for SUBAREA B
 - No buildings noted on this drawing.
- e) URE and DP&L territorial split required for SUBAREA C
 - This section is multi-tenant buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
- f) URE service territory for SUBAREA D
 - This section is single family buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - Does the developer prefer front or rear lot services?
- g) URE service territory for SUBAREA E
 - No buildings noted on this drawing.

8) Page 13

- a) no comments

9) Page 14

- a) no comments

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

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

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

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

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

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

Regards,

Ed Peper
Engineer II
Union Rural Electric Cooperative, Inc.
15461 US Hwy 36
Marysville, Ohio 43040
Direct: (937) 645-9240



Staff Report – Millcreek Township Zoning Amendment

Jurisdiction:	Millcreek Township Zoning Commission c/o Joni Orders P.O. Box 157 Ostrander, OH 43061
Request:	The proposed amendment to the Zoning Resolution, initiated by motion of the Zoning Commission, proposes to amend Chapter 3 and Chapter 4.
Location:	Millcreek Township is in Union County.
Staff Analysis:	<p>According to the submittal, “This proposal amends newly blank Chapter 3 and moves portions of text from Article IV; now being called Chapters rather than Articles and splitting ‘Administration & Enforcement’ into ‘Administrative Appointments, Duties & Actions’. This incorporates changes recommended in October by LUC Staff and Executive Committee and reflects thoughtful consideration of suggestions and work of the Commission over the last 24 months to improve the readability of the Zoning Resolution by the public.”</p> <p>The existing Chapter 4, titled “Administration and Enforcement” contains information about the Zoning Administrator, issuance and enforcement of permits, BZA and BZA hearings, and the Zoning Commission and Amendments. The new Chapter 3 just contains information about the Zoning Administrator, BZA, and Zoning Commission, leaving the information about permits/enforcement, BZA hearings, and amendments in Chapter 4.</p> <p>LUC Staff has no issue with the substance of the language, as the Township has incorporated recommendations from the previous text amendment as well as recommendations from an informal review of the proposal in early March 2023. LUC Staff also compared the proposed text with the relevant portions of the Model Text, and believe that there is not any part or function of the Zoning Resolution that is missing or modified in a way to have a negative impact. Most of the changes have been to move portions of text from one chapter to another.</p>



Staff Report – Millcreek Township Zoning Amendment

	<p>LUC would like to stress to the Township that this amendment is not being done in a vacuum, it does affect other portions of the Zoning Resolution, mainly Chapter 4. The Zoning Commission has submitted the proposed language for Chapter 3, but has not provided a draft of how that will impact Chapter 4. Staff has been made aware that an amendment for Chapter 4 is coming in the future, but in the meantime, Chapter 4 still exists without those future changes. Without something from the Township showing what changes are being done to Chapter 4, LUC Staff cannot verify that there will not be any missing pieces or negative impacts.</p> <p>Staff has been in contact with the Zoning Commission and is “workshopping” the proposed text with the end goal of having text that meets the needs of the Township and follows the amendment process.</p>
Staff Recommendations:	Staff recommends <i>DENIAL</i> of the proposed zoning amendment. While Staff has no issue with the substance of the proposed text, the Township has not provided a proposed version of Chapter 4 that would also be affected by this amendment.
Z&S Committee Recommendations:	

ARTICLE IV – ADMINISTRATION AND ENFORCEMENT

Section 4000 – Office of Zoning Administrator Created:

Pursuant to Chapter 519 of the O.R.C., a Zoning Administrator designated by the Board of Township Trustees shall administer and enforce this Resolution. He/she may be provided with assistance of such other persons as the Board of Township Trustees may direct.

If the Zoning Administrator shall find that any of the provisions of this Resolution are being violated, he/she shall notify, in writing, the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it.

He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings, structures, additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this Resolution to ensure compliance with or to prevent violation of its provisions.

Section 4100 – Zoning Permits Required:

No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefore issued by the Zoning Administrator.

No zoning permit shall be issued by the Zoning Administrator except in conformity with the provisions of this Resolution unless he receives a written order from the Board of Zoning Appeals in the form of an administrative review, conditional use, or variance as provided by this Resolution.

No zoning permit shall be issued by the Zoning Administrator with respect to property in a planned district unless an application for subsequent use or development of that property shall have been approved by the Zoning Commission, and that approval shall continue to be effective.

Section 4110 – Application for Zoning Permit:

The application for a zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. At a minimum, the application shall contain the following information:

- (A) Name, address, and phone number of applicant.
- (B) Legal description of property.
- (C) Description of existing use of land and buildings.
- (D) Description of proposed use and buildings, if applicable.
- (E) Zoning district (Current).
- (F) Site plans in triplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any; and the location and dimensions of the proposed building(s) or alteration including building heights, dimensions, and square footage.
- (G) The proposed traffic patterns showing public and private streets and other transportation facilities, including their relationship to existing conditions, topographically (If deemed applicable by the Zoning Administrator).
- (H) (H) Number and location of off-street parking spaces, refuse areas, and loading berths, if applicable (I) Number of dwelling units.
- (J) Preliminary lighting and landscaping plan including location and intensity of proposed lighting (excludes single family dwellings).
- (K) Description of the provisions and location for water and sanitary sewer.
- (L) Drainage Plan - A description of and provision for adequate drainage outlet(s) consistent with the proposed use. See Article X – Supplementary District Regulations.
- (M) Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

(Amended 06/06/2022; Effective 07/07/2022)

Section 4120 – Changes to Plans during Construction:

Any changes to the structural plans or placement of said structure on the building lot during construction shall require that construction be halted and a new site plan be drawn. The Zoning Administrator should be immediately notified so as to make an onsite inspection of any proposed change. The Zoning Administrator shall visit the site at a minimum of once during the first month of construction and every two months thereafter until completion of construction activity.

Section 4130 – Issuance of Zoning Permits:

No permit for erection, alteration, or moving of any building shall be issued until an application has been made for a Zoning Permit. Only after the Application for Zoning Permit form and all required documentation has been received and reviewed by the Zoning Administrator and he/she has had an opportunity to visit the site and ask any questions of the Applicant will a Zoning Permit be issued. No work may be started prior to issuance of a Zoning Permit.

No change of use shall be made in any building or part thereof now or hereafter located, constructed, reconstructed, enlarged or structurally altered without a zoning permit being issued by the Township Zoning Administrator. No zoning permit shall be issued to make a change in use unless the changes have been made in

conformity with the provisions of this Zoning Resolution or unless a variance or conditional use permit has been granted by the Board of Zoning Appeals.

Section 4140 – Failure to Obtain a Zoning Permit:

Failure to obtain a zoning permit shall be a violation of this Resolution and punishable under Section 4360.

Section 4150 – Expiration and/or Extension of Zoning Permit:

If the work described in any zoning permit has not begun within 180 days from the date of issuance thereof, said permit shall expire. The Zoning Administrator shall cancel the expired permit and issue a written notice thereof to the persons affected.

If the work described in any building permit has not been completed within one year of the date of issuance thereof, said permit shall expire and be canceled by the Zoning Administrator. The Zoning Administrator will issue written notice thereof shall to the persons affected, together with notice that further work as described in the canceled permit shall not proceed unless and until a new Zoning Permit has been obtained or an extension granted.

Extensions, if granted, shall be in six-month increments, not to exceed one and one-half (1 ½) years.

Section 4160 – Construction and Use As Provided in Applications, Plans, & Zoning Permits:

Zoning permits issued on the basis of plans and applications approved by the Zoning Administrator authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Resolution and punishable as provided by Section 4360.

Section 4170 – Issuance of Zoning Permit for Projects Requiring Site Plan Review:

The Zoning Administrator shall not issue a Zoning Permit in the following instances:

- (A) For any application for a mobile home park, unless the site plan for such mobile home park has been approved by the Zoning Commission and ultimately the Board of Township Trustees.
- (B) For any application for property in a Planned Development District unless an application for subsequent use or development of that property has been approved pursuant to the Planned Development Districts of this Resolution and that approval continues to be effective.

Section 4180 – Zoning Certificate Required:

Upon completion of specified work and not later than the expiration of the Zoning Permit and any applicable extensions thereof, the property owner will make a written request to the Zoning Administrator for a final inspection.

It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a final inspection by the Zoning Administrator stating that the proposed use of the building or land conforms to the requirements of this Resolution.

Section 4200 – Board of Zoning Appeals Established:

A Board of Zoning Appeals is hereby established, which shall consist of five members appointed by the Board of Township Trustees, each for a term of five years. Upon creation of the Board of Zoning Appeals, the initial appointments shall be one each for one, two, three, four and five year terms. Each member of the board shall be a resident of Millcreek Township.

Section 4201 – Organization of the Board of Zoning Appeals:

At the beginning of each calendar year, the Board of Zoning Appeals will hold an organizational business meeting. The purpose of such meeting will be for Members to elect a Chair and Vice Chair and set any scheduled meetings.

Section 4210 – Alternates to the Board of Zoning Appeals:

The Board of Township Trustees may appoint two alternate members to the Board of Zoning Appeals, for terms to be determined by the Board of Township Trustees. An Alternate Member shall take the place of an absent Regular Member at any meeting of the Board of Zoning Appeals, according to procedures prescribed by Resolution by the Board of Township Trustees. When attending a meeting on behalf of an absent Regular Member, the Alternate Member may vote on any matter which the absent Member is authorized to vote. An Alternate Member shall meet the same appointment criteria as a Regular Member.

Section 4220 – Removal or Resignation of Members of the Board of Zoning Appeals:

A Member of the Board of Zoning Appeals shall be removed for nonperformance of duty, misconduct in office, or other cause by the Board of Township Trustees. Upon filing of written charges to or by the Board of Township Trustees, they shall commence an investigation of the situation and hold a public hearing on the matter. The Member shall be given an opportunity to be heard and answer such charges. The Board of Township Trustees must notify the Member in writing of the charges at least ten (10) days prior the hearing either personally, by registered mail, or by leaving such copy at the Member's usual place of residence. Any resignation of a Member must be in writing to the Board of Township Trustees. Vacancies shall be filled by Resolution of the Board of Township Trustees, for the unexpired term of the Member.

Section 4230 – Powers and Duties of the Board of Zoning Appeals:

The Board of Zoning Appeals shall have the following specific responsibilities:

- (A) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Zoning Administrator.
- (B) To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where owing to the special conditions a literal enforcement of this Resolution will result in practical difficulties, and so that the spirit of this Resolution shall be observed and substantial justice done.
- (C) To grant Conditional Use Permits under the conditions specified in this Resolution and to add such additional safeguards as will hold the intent of this Resolution.

In exercising its responsibilities, the Board of Zoning Appeals may, so long as such action is in conformity with the terms of this Resolution; reverse or affirm wholly or partly, or may modify the order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Administrator from whom the appeal is taken.

The concurring vote of three members of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution.

Section 4240 – Proceedings of the Board of Zoning Appeals:

The Board of Zoning Appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this Resolution. Meetings shall be held at the call of the Chair and at such other times as the Board of Zoning Appeals may determine.

The Chair, or in his/her absence, the acting Chair, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.

The Board of Zoning Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be filed by the Zoning Administrator as appropriate.

Section 4250 – Procedure and Requirements for Approval of Conditional Use Permits:

- (A) Permitted Conditional Uses. The conditional uses shall conform to all requirements of this Resolution before being permitted in their respective districts. All conditional uses are hereby declared to possess characteristics of such unique and special forms that each specific use shall be considered as an individual case. The Board of Zoning Appeals has the authority to deny, grant or grant with conditions a Conditional Use Permit.
- (B) Standards Applicable to all Conditional Uses. The location and size of the use, the nature and intensity of the operations involved, the size of the site in relation to it, and the location of the site with respect to the existing and future streets giving access to it, shall be such that it will be in harmony with the orderly development of the district, and the location, nature or height of buildings, walls, fences will not discourage the appropriate development and use of adjacent land and buildings or impair the value thereof. In addition, operations in connection with any conditional use shall not be more objectionable to nearby properties by reason of noise, fumes, vibration, or flashing light, than would be the operation of any permitted use.
- (C) Review and Modification. A Conditional Use Permit shall be deemed authorized for only one particular conditional use and shall expire if the conditional use shall cease for more than one year for any reason. A Conditional Use Permit must be reviewed for compliance 90 days after issued and within three years of issue date by the Zoning Administrator. The Zoning Administrator can review a conditional use at any time. The Board of Zoning Appeals must set a review timeframe of no more than three years, from date of issue for a Conditional Use Permit. As part of this review process the Board of Zoning Appeals may modify a current Conditional Use Permit to account for changes in the activity granted under the Conditional Use Permit. This modification may occur during the review period or at the request of the property owner holding the Conditional Use Permit.
- (D) Existing Violations. No Conditional Use Permit shall be issued for a property where there is an existing violation of this Resolution or the Ohio Revised Code for a period of time beginning ten (10) days prior to the public hearing for proposed conditional use. Such activities in conformance with the proposed conditional use shall not be governed by this standard. This exemption shall not prohibit the Zoning Administrator from enforcing the Zoning Resolution.
- (E) Plan Required. One (1) original and seven (7) copies of the plan for the proposed development of a site for a permitted conditional use shall be submitted with an application for a Conditional Use Permit, and such plan shall contain the following information:
- (1) The location of all buildings (existing and proposed);
 - (2) Parking, loading, and storage areas;
 - (3) Traffic access points and circulation routes;
 - (4) Parking areas including the location and number of spaces proposed;
 - (5) Landscaped areas and other open spaces;
 - (6) Lighting (location, type and wattage)
 - (7) Refuse and service areas;
 - (8) Location of existing utilities and proposed utility expansion areas;
 - (9) Location of signs (does not exempt application from sign permit requirements);
 - (10) Other such information as the BZA may determine needed to determine if the proposed conditional use meets the requirements of the Resolution.

One copy of the plan shall be returned to the applicant by the Zoning Administrator, after the Board of Zoning Appeals shall have marked such copy either as approved or disapproved and attested to same by action of public hearing. The original and one copy of the plans, similarly marked, shall be retained by the Zoning Administrator. Any changes to the structural plans or placement of said structure(s) on the building lot during the life of the Conditional Use Permit shall require a review by the BZA and a potential modification to the Conditional Use Permit to account for the change in plan. The Zoning Administrator should be immediately notified so as to make an onsite inspection of any proposed change.

- (F) Additional Required Information: The applicant is also required to provide the following additional information:
- (1) A narrative statement discussing the existing and proposed number of employees or residents, hours of operation, and type of sales on premises.
 - (2) A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor, and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district; and the relationship of the proposed use to the Millcreek Township Comprehensive Land Use and Growth Plan.
- (G) Board of Zoning Appeals Written Findings: Before any conditional use shall be issued, the Board of Zoning Appeals shall make written findings certifying compliance with the specific rules governing individual conditional uses and that satisfactory provisions and arrangements have been made concerning the following, where applicable:
- (1) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - (2) Off-street parking and loading areas where required, with particular attention to the items above.
 - (3) The economic, noise, glare, or odor effects of the conditional use on adjoining properties and properties generally in the district.
 - (4) Refuse and service areas, with particular reference to the items in (1) and (b) above.
 - (5) Utilities, with reference to locations, availability, and compatibility.
 - (6) Screening and buffering with reference to type, dimensions, and character.
 - (7) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - (8) Required yards and other open space.
 - (9) Proposed hours of operation
 - (10) General compatibility with adjacent properties and other property in the district.
 - (11) Additional information as requested by the Board of Zoning Appeals to make an accurate determination on the application
- (H) Conditions Imposed: This Resolution confirms to the Board of Zoning Appeals the powers to set forth conditions as part of an approved Conditional Use Permit. These conditions are meant to uniquely address how a conditioned use coexists with adjoining and surrounding properties to ensure continued harmony. The Board of Zoning Appeals may set conditions addressing including but not limited to:
- (1) Current and future size of Conditional Use Permit operation
 - (2) Number of employees
 - (3) Number of buildings, along with size and setbacks

- (4) Noise, as measured in decibels
 - (5) Require the site plan to be attached to the Conditional Use Permit, as a condition, for the purpose of evaluating issues that may arise in the future
 - (6) Number of vehicles or equipment related to the conditional activity
 - (7) Hours of operation, including days of the week
 - (8) Type of drive (i.e. stone, paved, etc...)
 - (9) Type and height of screening (i.e. trees, mounding, etc...)
 - (10) Storage of materials used in the Conditional Use Permit activity
 - (11) Drainage
 - (12) A phasing plan including deadlines for compliance, if necessary
 - (13) And other conditions to address the unique aspects of the conditioned use to ensure compatibility with surrounding properties
- (I) Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this Resolution and punishable under Section 4360 hereof.

Section 4251 - Revocation of Conditional Use Permit

The BZA may revoke a Conditional Use Permit, in accordance with ORC 519, for reasons including but limited to:

- (A) repeated violations of Conditional Use Permit
- (B) change in the nature of the activity beyond the extent of the Conditional Use Permit
- (C) nature or size of activity becomes intrusive to neighbors or community
- (D) the approved use is discontinued for a period of more than one year

Section 4260 – Procedure for Board of Zoning Appeals Hearings & Notices

The Board of Zoning Appeals shall hold a public hearing within a reasonable period of time after the receipt of a complete application for a Conditional Use Permit.

- (A) Conditions Considered. The following conditions shall be considered in the public hearing and employed in the review of an application for a Conditional Use Permit:
- (1) Whether the proposed use is in accordance with the general objectives and specified objectives of the Zoning Resolution.
 - (2) Whether the proposed use will be designed, constructed, operated and maintained so as to be compatible and appropriate in appearance with existing or intended character of the neighborhood and zoning district.
 - (3) Whether the proposed use will create an undue burden on public facilities and services and whether it will be detrimental to the economic welfare of the community.
 - (4) Whether the proposed use will be hazardous or disturbing to existing or future permitted uses or entails a use, structure or condition of operation that constitutes a nuisance.

- (B) Notice. Notice shall be given by first class mail at least 10 days in advance of the public hearing to the owner (applicant) and to all owners of property contiguous to and directly across the street (road) from the property concerned. Said notice shall also be published once in a newspaper of general circulation in the area at least 10 days prior to the hearing. The mailed and published notices shall set forth the time and place of the hearing and the nature or purpose of the hearing.
- (C) Attendance at Public Hearing: Any party may appear in person or by agent or attorney at a public hearing. Failure to appear in person or by agent or attorney may result in denial of conditional use, and forfeiture of any fees paid. Board of Zoning Appeals members may not act as agent or attorney for the applicant.
- (D) Finding: The Board of Zoning Appeals shall make a finding within thirty (30) days after the public hearing. The Board of Zoning Appeals shall approve, approve with supplementary conditions as specified by the Board, or disapprove the application as presented. If the application is approved or approved with modifications, the Board shall direct the Zoning Administrator to issue a conditional use permit listing the specific conditions specified by the board for approval. The applicant and Zoning Administrator must sign and date a copy of the permit acknowledging these conditions.
- (E) Transferability: If the property is sold, the new owner has sixty (60) days to come before the BZA to review and sign the Conditional Use Permit thereby acknowledging the conditions imposed on the property. Failure of the new owner to appear before the BZA and sign the Conditional Use Permit in that time frame voids the CUP and a new conditional use permit will be required.
- (F) Relief: If the application is disapproved by the Board the applicant may seek relief through the Court of Common Pleas.

Section 4270 – Appeals:

Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any officer or bureau of the governing body of the Township affected by any decision of the Zoning Administrator. Such appeal shall be taken within a reasonable time, not to exceed 20 days or such lesser period as may be provided by the rules of the Board of Zoning Appeals, by filing with the Zoning Administrator and with the Board of Zoning Appeals a notice of appeal specifying the grounds thereof.

The Zoning Administrator shall forthwith transmit to the Board of Zoning Appeals all papers constituting the record upon which the action appealed from was taken. The Board of Zoning Appeals shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. Parties of interest shall include but not be limited to property owners contiguous to and directly across the street from the property concerned and the applicant. At the hearing, any party may appear in person or by agent or attorney.

Section 4271 - Stay of Proceedings:

An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator from who the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with him, that by reason of facts stated in the application, a stay would in his opinion, cause imminent peril to life and property.

In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the Zoning Administrator from whom the appeal is taken on due cause shown.

Section 4280 – Variances:

The Board of Zoning Appeals may authorize upon appeal in specific case such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in practical difficulties. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in practical difficulties.

Section 4281 – Factors Considered Regarding Variances:

The following factors shall be considered by the Board when determining whether to grant a variance:

- (A) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance.
- (B) Whether the variance is substantial.
- (C) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance.
- (D) Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage)
- (E) Whether the applicant purchased the property with knowledge of the zoning restriction
- (F) Whether the applicant's predicament feasibly can be obviated through some method other than a variance.
- (G) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

Section 4300 – Procedure for Obtaining a Variance – Application Required:

Seven copies of the application shall be submitted to the Zoning Administrator and at a minimum contain the following information:

- (A) Legal description of the property;
- (B) Name, address, and phone number of applicant;
- (C) Description of the nature of the variance requested;
- (D) A narrative statement demonstrating that the requested variance conforms to the following standards: that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure or buildings in the same district; that a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the Resolution; that special conditions and circumstances do not result from the actions of the applicant; and that granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution, to the lands, structures, or buildings in the same district.

Section 4310 - Public Hearing to Consider Request for a Variance:

The Board of Zoning Appeals shall hold a public hearing within twenty (20) days after the receipt of an application for a variance. Notice shall be given by first class mail at least 10 days in advance of the public hearing to the owner / applicant and to all owners of property contiguous to and directly across the road from the property concerned. Said notice shall also be published once in a newspaper of general circulation in the area at least 10 days prior to the hearing. The mailed and published notices shall set forth the time and place of the hearing and the nature or purpose of the hearing.

When the public hearing shall be held, any party may appear in person or by agent or attorney. Failure to appear in person or by agent or attorney may result in denial of variance, and forfeiture of any fees paid. Board of Zoning Appeals Members may not act as an agent or attorney for the applicant.

The Board of Zoning Appeals shall make a finding within thirty (30) days after the public hearing. When announcing a finding, the reasons set forth in the application should justify the granting of the variance, and the variance should be the minimum variance that will make possible the reasonable use of the land, building, or structure.

Section 4320 – Supplementary Conditions and Safeguards May be Prescribed:

In granting any variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Resolution and punishable under this Resolution. Under no circumstances shall the Board of Zoning Appeals grant a variance to allow a use not permissible under the terms of this Resolution in the district involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district.

Section 4330 – Duties of the Zoning Administrator, Board of Zoning Appeals, Governing Body, and Courts on Matters of Appeal:

It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Administrator. Such questions shall be presented to the Board of Zoning Appeals only on appeal of the decision of the Zoning Administrator. Recourse from the decisions of the Board of Zoning Appeals shall be the courts, as provided by law.

It is further the intent of this Resolution that the duties of the Board of Township Trustees, in connection with this Resolution, shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Board of Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law, and of establishing a schedule of fees and charges as stated in this Resolution.

Section 4340 – Schedule of Fees, Charges, and Expenses:

The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure for zoning permits, amendments, appeals, variances, conditional use permits, plan approvals,

and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspection, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application.

Section 4350 – Complaints Regarding Violations:

Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Administrator. He/She shall record properly such complaint, immediately investigate, and take action thereon as provided by this Resolution.

Section 4360 – Penalties for Violation:

Any person who violates this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than the maximum allowable penalty under ORC 519. Additionally, such person convicted of a violation shall pay all costs and expenses involved in the case. Each day such a violation continues shall be considered a separate offense. The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, construction contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violations.

Section 4400 Township Zoning Commission Created:

The Zoning Commission shall be composed of five members who are residents of the Township. The Board of Township Trustees shall appoint the members of the Zoning Commission. The terms of the regular members shall be of such length and so arranged that the term of one member will expire each year. Each regular or alternate member shall serve until the member's successor is appointed and qualified.

Section 4401 – Organization of the Township Zoning Commission:

At the beginning of each calendar year, the Zoning Commission will hold an organizational business meeting. The purpose of such meeting will be for Members to elect a Chair and Vice Chair and set any scheduled meetings.

Section 4410 – Alternates to the Zoning Commission:

The Board of Township Trustees may appoint two alternate members to the Zoning Commission, for terms to be determined by the Board of Township Trustees.

An Alternate Member shall take the place of an absent Regular Member at any meeting of the Zoning Commission, according to procedures prescribed by Resolution by the Board of Township Trustees. When attending a meeting on behalf of an absent Regular Member, the Alternate Member may vote on any matter which the absent Member is authorized to vote. An Alternate Member shall meet the same appointment criteria as a Regular Member.

Section 4420 – Removal or Resignation of Members of the Zoning Commission:

A Member of the Zoning Commission shall be removed for nonperformance of duty, misconduct in office, or other cause by the Board of Township Trustees. Upon filing of written charges to or by the Board of Township Trustees, they shall commence an investigation of the situation and hold a public hearing on the matter. The Member shall be given an opportunity to be heard and answer such charges. The Board of Township Trustees must notify the Member in writing of the charges at least ten (10) days prior the hearing either personally, by registered mail, or by leaving such copy at the Member's usual place of residence.

Any resignation of a Member must be in writing to the Board of Township Trustees. Vacancies shall be filled by Resolution of the Board of Township Trustees, for the unexpired term of the Member.

Section 4430 – Powers and Duties of the Zoning Commission:

The Zoning Commission shall submit a plan, including both text and maps, representing the recommendations of the Zoning Commission for the carrying out by the Board of Trustees this Zoning Resolution when requested to do so by the Township Trustees. The Zoning Commission may initiate zoning amendments, take action on proposed zoning amendments, review site development plans and, within the limits of the monies appropriated by the Board of Trustees for the purpose, employ or contract with such planning consultants, agencies, and executive and other assistants, as it deems necessary. The Zoning Commission shall organize, adopt rules for the transaction of its business, and keep a record of its

actions and determinations. Members of the Zoning Commission may be allowed their expenses, or such compensation, or both, as the Board of Trustees may approve and provide. No Township Trustee shall be employed by the Zoning Commission. The Zoning Commission shall make use of such information and counsel as is available from appropriate public officials, departments, and agencies and such officials, departments, and agencies having information, maps, and data pertinent to township zoning shall make them available for the use of the Zoning Commission.

Section 4450 – Meetings and Agenda of Zoning Commission:

The Zoning Commission shall meet as necessary in a public building within the Township. All meetings of the Zoning Commission shall be open to the public. The meeting agenda shall be set by the Zoning Commission Chair or Vice Chair, if so asked by the Chair.

Section 4460 – Minutes:

The minutes of each meeting of the Zoning Commission shall be kept by the Zoning Administrator on file in the Township Hall with the other zoning records. Said minutes shall be open for public inspection by appointment. Upon request, copies of minutes may be provided to Township residents once they have been formally approved by the Zoning Commission.

Section 4470 Procedure for Amendment or District Changes:

This Resolution may be amended utilizing the procedures specified in Sections 4390-4470, inclusive, of this Resolution.

Section 4480 – General:

Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 4490 – Initiation of Zoning Amendments:

Amendments to this Resolution, including the map, may be initiated in one of the following ways:

- (A) By adoption of a motion by the Zoning Commission and submitted to the Township Trustees;
- (B) By adoption of a Resolution by the Township Trustees;
- (C) By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 4500 – Contents of Application:

Applications for amendments to the Official Zoning map adopted as part of this Resolution shall contain at least the following information:

- (A) Name, address, and phone number of applicant;
- (B) Present use;

- (C) Present zoning district;
- (D) Proposed use;
- (E) Proposed zoning district;
- (F) A description of the proposed provisions for water, sanitary sewer and surface drainage with engineering feasibility studies or other evidence of reasonableness
- (G) Site plan showing property lines, existing and proposed future buildings including the building footprint. Setbacks should be clearly marked.
- (H) A vicinity map at a scale approved by the Zoning Administrator showing property lines, thoroughfares, existing and proposed zoning and such other items as the Zoning Administrator may require;
- (I) A list of all property owners and their mailing addresses who are within, contiguous to, or directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (10) parcels are to be rezoned; Preliminary development plan if seeking a rezoning to a planned district consistent with the requirements of Article VI.

Section 4501 – Involvement of the Regional Planning Commission:

Within five days after the adoption of such motion, the certification of such Resolution, or the filing of such application for amendment, the Zoning Commission shall transmit a copy of the proposed amendment together with text and map pertaining to the proposed amendment to the Regional Planning Commission. The Regional Planning Commission shall recommend the approval or denial of the proposed amendment or the approval of some modification of it and shall submit such recommendation to the Zoning Commission. Such recommendation shall be considered at the public hearing held by the Zoning Commission on such proposed amendment.

Section 4510 – Establishment of Date for Public Hearing by Zoning Commission:

Upon the adoption of a motion by the Zoning Commission, the certification of a Resolution by the Board of Township Trustees, or the filing of an application as outlined in Sections 4310-4470, the Zoning Commission shall set a date for a public hearing, which date shall not be less than twenty (20) nor more than forty (40) days from the date of the certification of such Resolution, the date of adoption of such motion, or the date of the filing of such application. Notice of such hearing shall be given by the Zoning Commission by one publication in one or more newspapers of general circulation in the township at least ten days before the date of such hearing.

Section 4520 Notice to Contiguous Property Owners:

If the proposed amendment intends to rezone or redistrict ten or fewer parcels of land, as listed on the county auditor's current tax list, written notice of the hearing shall be mailed by the Zoning Commission, by first class mail, at least ten (10) days before the date of the public hearing to all owners of property within and contiguous to and directly across the street from such area proposed to be rezoned or redistricted to the addresses of such owners appearing on the county auditor's current tax list. The failure of delivery of such notice shall not invalidate any such amendment.

Section 4530 – Publication of Notice of Public Hearing for Proposed Amendment or Redistricting of Ten (10) or Fewer Parcels:

If the proposed amendment intends to rezone or redistrict ten or fewer parcels of land as listed on the county auditor's current tax list, the published and mailed notices shall set forth the time, date, and place of the public hearing, and shall include all of the following:

- (A) The name of the Zoning Commission that will be conducting the public hearing on the proposed amendment;
- (B) A statement indicating that the motion, Resolution, or application is an amendment to the zoning Resolution;
- (C) A list of the addresses of all properties to be rezoned or redistricted by the proposed amendment and of the names of owners of these properties, as they appear on the county auditor's current tax list;
- (D) The present zoning classification of property named in the proposed amendment and the proposed zoning classification of such property;
- (E) The time and place where the motion, Resolution, or application proposing to amend the zoning Resolution will be available for examination for a period of at least ten days prior to the public hearing;
- (F) The name of the person responsible for giving notice of the public hearing by publication or by mail, or by both publication and mail;
- (G) Any other information requested by the Zoning Commission;
- (H) A statement that, after the conclusion of such hearing, the matter will be submitted to the Board of Township Trustees for its action.

Section 4540 – Publication of Notice of Public Hearing for Proposed Amendment or Redistricting of More than Ten (10) Parcels:

If the proposed amendment alters the text of the zoning Resolution, or rezones or redistricts more than ten parcels of land as listed on the county auditor's current tax list, the published notice shall set forth the time, date, and place of the public hearing, and shall include all of the following:

- (A) The name of the Zoning Commission that will be conducting the public hearing on the proposed amendment;
- (B) A statement indicating that the motion, application, or Resolution is an amendment to the zoning Resolution;
- (C) The time and place where the text and maps of the proposed amendment will be available for examination for a period of at least ten days prior to the public hearing;
- (D) The name of the person responsible for giving notice of the public hearing by publication;
- (E) A statement that, after the conclusion of such hearing, the matter will be submitted to the Board of Township Trustees for its action;
- (F) Any other information requested by the Zoning Commission.

Section 4550 – Submission to Director of Transportation / County Engineer:

Before any zoning amendment is approved affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or any land within a radius of five-hundred (500) feet from the point of intersection of said centerline with any public road or highway, the

Commission shall give notice, by registered or certified mail to the Director of Transportation. The Commission may proceed as required by law, however, the Township Trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Trustees that he shall proceed to acquire the land needed, then the Trustees shall refuse to approve the rezoning. If the Director of Transportation notifies the Trustees that acquisition at this time is not in the public interest or upon the expiration of the one-hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Trustees shall proceed as required by law.

Section 4560 Zoning Commission Acceptance, Rejection or Modification of Amendment

Request:

The Zoning Commission shall, within thirty (30) days after such public hearing, recommend the approval or denial of the proposed amendment, or the approval of some modification of it and submit such recommendation together with such application or Resolution, the text and map pertaining to it, and the recommendation of the Regional Planning Commission to the Board of Township Trustees unless a tabling has been requested.

Section 4570 – Establishment of Date for Public Hearing by Township Trustees & Publication of Notice:

The Board of Township Trustees shall, upon receipt of a recommendation from the Zoning Commission, set a time for a public hearing on such proposed amendment, which date shall not be more than thirty (30) days from the date of the receipt of such recommendation from the Zoning Commission. Notice of such public hearing shall be given by the Board in one or more newspapers of general circulation in the Township, at least ten (10) days before the date of such hearing. The publication of such notice is the same as that outlined in either Section 4380 or 4390 depending on the size of the area to be rezoned or redistricted as directed by current regulations.

Section 4580 – Township Trustees Acceptance, Rejection or Modification of Amendment Recommendation from the Zoning Commission:

Within twenty (20) days after such public hearing, the Board of Township Trustees shall either adopt or deny the recommendations of the Zoning Commission or adopt some modification of them. If the Board of Township Trustees denies or modifies the recommendation of the Zoning Commission, the majority vote of the Board of Township Trustees shall be required.

Section 4590 – Effective Date and Referendum:

Such amendment adopted by the Trustees shall become effective thirty (30) days after the date of such adoption unless within thirty (30) days after the passage of the amendment, of the Resolution there is presented to the Board of Township Trustees a petition, signed by a number of qualified voters residing in the Township equal to but not less than eight (8) percent of the total vote cast in such area at the last preceding general election at which a Governor was elected, requesting the Trustees to submit the zoning amendment to the electors of the Township for approval or rejection at the next primary or general

election. If such petition is not presented, the amendment shall be immediately reduced to writing and recorded in the Journal of the Township Trustees.

Each part of this petition shall contain the number and the full and correct title, if any, of the zoning amendment Resolution, motion, or application, furnishing the name by which the amendment is known and a brief summary of its contents. In addition to meeting the requirements of this section, each petition shall be governed by the rules specified in Section 3501.38 of the Ohio Revised Code.

No amendment for which such referendum vote has been requested shall be put into effect unless a majority of the vote cast on the issue is in favor of the amendment. Upon certification by the Board of Elections that the amendment has been approved by the voters, it shall take immediate effect.

Section 4600 – Transmittal of Amendment:

Following the effective date of an amendment, the Zoning Administrator shall transmit copies of such amendment to the Regional Planning Commission, the County Recorder and the County Engineer.

Section 4700 – Office of Zoning Administrator Created:

To assist in the administration of this Zoning Resolution, the Board of Trustees shall appoint a Zoning Administrator. The Zoning Administrator is primarily responsible for administration of the Millcreek Zoning Resolution, as written, impartially, without authority to deviate from the Resolution.

Section 4710 – Alternates for the Zoning Administrator:

In the event that the Zoning Administrator cannot attend a meeting of the BZA or the Zoning Commission, an alternate shall be designated by the Chair of the meeting.

Section 4720 Removal or Resignation of the Zoning Administrator:

The Zoning Administrator shall be removed for nonperformance of duty, misconduct in office, or other cause by the Board of Township Trustees. Upon filing of written charges to or by the Board of Township Trustees, they shall commence an investigation of the situation and hold a public hearing on the matter. The Zoning Administrator shall be given an opportunity to be heard and answer such charges. The Board of Township Trustees must notify the Zoning Administrator in writing of the charges at least ten (10) days prior the hearing either personally, by registered mail, or by leaving such copy at the Zoning Administrator's usual place of residence.

Any resignation of the Zoning Administrator must be in writing to the Board of Township Trustees.

Section 4730 – Powers and Duties of the Zoning Administrator:

The duties of the Zoning Administrator shall include:

- (A) maintain township zoning records
- (B) provide requested information and applications to residents as needed

- (C) confirm information in applications prior to submitting to BZA or Zoning Commission
- (D) process all notices required under this Zoning Resolution
- (E) record the minutes of the Zoning Commission and the Board of Zoning Appeals
- (F) recommend enhancements for the Zoning Resolution to the Zoning Commission
- (G) assist the Zoning Commission in researching zoning topics as needed / requested
- (H) testify on behalf of the Township during BZA hearings
- (I) other such duties relating to this Zoning Resolution as the Township Trustees may from time to time direct

The Zoning Administrator shall be compensated at rates set from time to time by the Board of Township Trustees. The Township Fiscal Officer may be named to this position and may receive compensation for such services in addition to other compensation allowed by law.

CHAPTER 3 – ADMINISTRATIVE APPOINTMENTS, DUTIES, & ACTIONS

Section 3000 – Purpose:

Pursuant to Chapter 519 of the Ohio Revised Code, the Board of Township Trustees shall hire and/or appoint additional persons to administer, assist, and enforce this Resolution. *Under this authority, the Board of Township Trustees shall create, hire, appoint, and/or empanel various offices, commissions, boards, and/or committees to achieve these ends. These officers, commissions, boards, and/or committees shall have the general duties, obligations, and authority as outlined in this Resolution and more specifically through position descriptions, organizational resolutions, and other administrative actions. The Board of Township Trustees shall oversee these officers, commissions, boards, and/or committees to the extent allowed by law and shall ensure these positions are staffed to provide the necessary services and oversight to the Township.*

Section 3001 (was 4000) – Office of Zoning Administrator Created:

The Zoning Administrator, *appointed by the Board of Township Trustees*, is primarily responsible for administration of the Millcreek Zoning Resolution, as written, impartially, without authority to deviate from the Resolution. *(moved from 4700)*

The Zoning Administrator shall administer and enforce this Resolution and shall perform such other duties as are specified by the Board of Trustees or this Resolution.

The Zoning Administrator shall be compensated at rates set from time to time by the Board of Township Trustees. (moved from Section 3020 per LUC recommendation)

Section 3002 – Alternates for the Zoning Administrator – Removed per LUC recommendation 10/13/2022

Section 3010 – Removal or Resignation of the Zoning Administrator – Removed per LUC recommendation 10/13/2022

Section 3002 (was 3020 in draft) – Powers and Duties of the Zoning Administrator:

For the purposes of this Resolution the Zoning Administrator shall have the following duties:

1. Administer, interpret, and enforce this Resolution and take all necessary steps to remedy conditions found in violation by ordering in writing the discontinuance of illegal uses of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or take any other action authorized by this Resolution to ensure compliance with or to prevent violation of its provisions.
2. Maintain permanent and ~~current~~ **up to date** records required by the Zoning Resolution, including but not limited to: the Official Zoning Map, zoning permits, inspections documents, and records of all variances, amendments, and conditional uses. Such records shall be kept at the Township Administrative Office **and in Trustee approved digital formats as technology advancements allow.**
3. Provide requested information and applications to residents or their designee(s) as needed.
4. Collect fees as designated by the Board of Township Trustees for Zoning Certificates, and applications for Zoning Appeals, Zoning Amendments, Variances, and Conditional Uses.
5. Receive, review, and evaluate all applications for Zoning Permits, and Zoning Appeals, Zoning Amendments, Variances, and Conditional Uses. Make reports to the Zoning Commission, Board of Zoning Appeals, and the Board of Township Trustees regarding such applications within prescribed timeframes.
6. Issue Zoning Use Certificates (approved Zoning Permits) when the provisions of this Resolution have been met, including notations of special conditions involved or refuse to issue the same in the event of non-compliance.
7. Inspect any buildings or lands for compliance with these regulations or to document violations as they may exist.
8. Advise the Board of Trustees, Zoning Commission, and/or Board of Zoning Appeals on all matters pertaining to the enforcement of and amendments to the Resolution. Assist in the researching of topics needed / requested as related to the enforcement of and amendments to the Resolution.
9. Process all required notices of this Resolution; Attend and record minutes of meetings of the Zoning Commission and Board of Zoning Appeals; Recommend enhancements, clarifications, corrections of this Zoning Resolution to the Zoning Commission.
10. Testify on behalf of the Township at hearings of the Board of Zoning Appeals or any courts of applicable jurisdiction as required.
11. To accomplish such other actions as are required by this Resolution or by applicable law.

~~The Zoning Administrator shall be compensated at rates set from time to time by the Board of Township Trustees.~~

Section 3100 – Township Zoning Commission Created-Composition:

~~There is hereby established a~~ The Township Zoning Commission shall be composed of five (5) members appointed by the Board of Township Trustees.

Members shall be residents of the unincorporated area of Millcreek Township.

Members shall be appointed for a period of five (5) years and the terms of the members shall be of such length and so arranged that the term of one member will expire each year.

Per Aaron Smith, LUC, ZC was technically created prior to any zoning so could eliminate the establishment verbiage.

Section 3101 – Alternates to the Zoning Commission:

The Board of Township Trustees may appoint two alternate members to the Zoning Commission, for terms to be determined by the Board of Township Trustees.

An Alternate Member shall take the place of an absent Regular Member at any meeting of the Zoning Commission, according to procedures prescribed by Resolution by the Board of Township Trustees.

When attending a meeting on behalf of an absent Regular Member, the Alternate Member may vote on any matter which the absent Member is authorized to vote.

An Alternate Member shall meet the same appointment criteria as a Regular Member.

Section 3102 – Appointments to the Unexpired Term of the Zoning Commission:

Vacancies shall be filled by Resolution of the Board of Township Trustees, for the unexpired term of the Member.

Section 3110 – Organization of the Township Zoning Commission:

At the beginning of each calendar year, the Zoning Commission will hold an organizational business meeting. The purpose of such meeting will be for Members to elect a Chair and Vice Chair and set any scheduled meetings.

Section 3111 (was 3120 in draft) – Powers and Duties of the Zoning Commission:

For purposes of this Resolution the Zoning Commission shall have the powers and duties set forth as follows:

1. Submit a plan, including both text and maps, representing the recommendations of the Zoning Commission in implementing the power, purpose, and provisions of the zoning powers conferred by the State of Ohio upon townships.
2. Evaluate and make appropriate recommendations to the Board of Township Trustees regarding proposed amendments to the Resolution or Official Zoning Map, after conducting necessary hearings.
3. Initiate amendments to zoning, take action on proposed ~~or requested~~ zoning amendments, and review site development plans.
4. Within the limits of the monies appropriated by the Board of Trustees for the purpose, employ or contract with such planning consultants, agencies, and executive and other assistants, as it deems necessary.
5. ~~The Zoning Commission shall~~ Organize, adopt rules for the transaction of its business, and keep a record of its **Zoning Commission** actions and determinations.
6. ~~To work~~ **Cooperate and coordinate** with the Zoning Administrator toward the administration and enforcement of the Resolution.
7. Accomplish such other actions as are required by this Resolution or by applicable law.
8. Members of the Zoning Commission may be allowed their expenses, or such compensation, or both, as the Board of Trustees may approve and provide. No Township Trustee shall be employed by the Zoning Commission.
9. The Zoning Commission shall make use of such information and counsel as is available from appropriate public officials, departments, and agencies and such officials, departments, and agencies having information, maps, and data pertinent to township zoning shall make them available for the use of the Zoning Commission.

Section 3112 (was 3130 in draft) – Proceedings of Township Zoning Commission:

Meetings of the Zoning Commission shall be at the call of the Chair, and at such other times as the Board determines.

The Zoning Commission shall meet, as necessary, in a public building within the Township. All meetings of the Zoning Commission shall be open to the public.

The meeting agenda shall be set by the Zoning Commission Chair or Vice Chair, if so, asked by the Chair.

For the purpose of any formal recommendation or action of the Zoning Commission, the concurring vote of a ~~quorum~~ majority of the members in attendance at any meeting or public hearing shall be required.

3/1/23 – Per Aaron Smith – wording seemed confusing so slightly reworded.

The Zoning Commission shall keep records of its determinations or other official actions, all of which shall be filed in the Office of Township Trustees and shall be a public record.

Section 3132 (2nd 3130 in draft) – Procedure for Hearings of the Zoning Commission – Removed per LUC recommendation as it is redundant with Section 3120 #5 (new 3111)

Section 3113 – Minutes of the Zoning Commission:

The minutes of each meeting of the Zoning Commission shall be kept by the Zoning Administrator on file in the Township Hall with the other zoning records. Said minutes shall be open for public inspection by appointment. Upon request, copies of minutes may be provided to Township residents once they have been formally approved by the Zoning Commission.

Section 3200 – Board of Zoning Appeals Established:

A Board of Zoning Appeals is hereby established which shall consist of five members appointed by the Board of Township Trustees.

Members shall be residents of the unincorporated area of Millcreek Township.

Members shall be appointed for a period of five (5) year terms, so arranged that the term of one member will expire each year.

Section 3201 – Alternates to the Board of Zoning Appeals:

The Board of Township Trustees may appoint two alternate members to the Board of Zoning Appeals, for terms to be determined by the Board of Township Trustees.

An Alternate Member shall take the place of an absent Regular Member at any meeting of the Board of Zoning Appeals, according to procedures prescribed by Resolution by the Board of Township Trustees. When attending a meeting on behalf of an absent Regular Member, the Alternate Member may vote on any matter which the absent Member is authorized to vote.

An Alternate Member shall meet the same appointment criteria as a Regular Member.

Section 3202 – Appointment to Unexpired Term of the Board of Zoning Appeals:

Vacancies shall be filled by Resolution of the Board of Township Trustees, for the unexpired term of the Member.

Section 3210 – Organization of the Board of Zoning Appeals:

At the beginning of each calendar year, the Board of Zoning Appeals will hold an organizational business meeting. The purpose of such meeting will be for Members to elect a Chair and Vice Chair and set any scheduled meetings.

Section 3211 (was 3220 in draft) – Powers and Duties of the Board of Zoning Appeals:

The Board of Zoning Appeals shall have the following specific responsibilities and duties set forth in Section 519 of the Ohio Revised Code:

- A. Hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of [sections 519.02](#) to [519.25](#) of the Revised Code, or of any resolution adopted pursuant thereto;
- B. Authorize, upon appeal, in specific cases, such variance from the terms of the zoning resolution as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the resolution will result in unnecessary hardship, and so that the spirit of the resolution shall be observed and substantial justice done;
- C. Grant conditional zoning certificates for the use of land, buildings, or other structures if such certificates for specific uses are provided for in the zoning resolution.
- D. Revoke an authorized variance or conditional zoning certificate granted for the extraction of minerals, if any condition of the variance or certificate is violated.
 - i. The board shall notify the holder of the variance or certificate by certified mail of its intent to revoke the variance or certificate under division (D) of this section and of his right to a hearing before the board, within thirty days of the mailing of the notice if he so requests.
 - ii. If the holder requests a hearing, the board shall set a time and place for the hearing and notify the holder.
 - iii. At the hearing, the holder may appear in person, by his attorney or other representative, or he may present his position in writing. He may present evidence and examine witnesses appearing for or against him.
 - iv. If no hearing is requested, the board may revoke the variance or certificate without a hearing.
 - v. The authority to revoke a variance or certificate is in addition to any other means of zoning enforcement provided by law.

Section 3211.01 – BZA Powers: Reversal of Orders on Appeal

In exercising its responsibilities, the Board of Zoning Appeals may, so long as such action is in conformity with the terms of this Resolution; reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination as appealed from, and to that end shall have the powers of the Zoning Administrator from whom the appeal is taken.

Section 3212 – Proceedings of the Board of Zoning Appeals:

Meetings shall be held at the call of the Chair and at such other times as the Board of Zoning Appeals may determine.

The Board of Zoning Appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this Resolution.

The Board of Zoning Appeals shall meet, as necessary, in a public building within the Township. All meetings of the Board of Zoning Appeals shall be open to the public.

The meeting agenda shall be set by the Board of Zoning Appeals Chair or Vice Chair, if so, asked by the Chair.

The concurring vote of three members of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution.

The Chair, or in his/her absence, the acting Chair, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.

Section 3213 – Minutes of the Board of Zoning Appeals:

The Board of Zoning Appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be filed by the Zoning Administrator as appropriate.

Section 3240 in draft (original 4260) – Procedure for Public Hearings – Board of Zoning Appeals: Proposed change abandoned per recommendation of LUC 10/13/2022

Section 3300 in draft (original 4330) – Duties of the Zoning Administrator, Board of Zoning Appeals and Courts on Matters on Appeal: Proposed changes and move to Chapter 3 abandoned to improve flow with recommendations re: proposed **Section 3301 – Appeals for Administration and/or Interpretation**



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 3/23/2023

Township: Millcreek

Amendment Title: Chapter 3-Administrative Appointments, Deletion

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded - <u>Red/Italic</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<u>N/A</u>	<input type="checkbox"/>

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

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

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

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 3/23/2023

Township: Millcreek

Amendment Title: Chapter 5 - Administrative Appointments, etc.

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

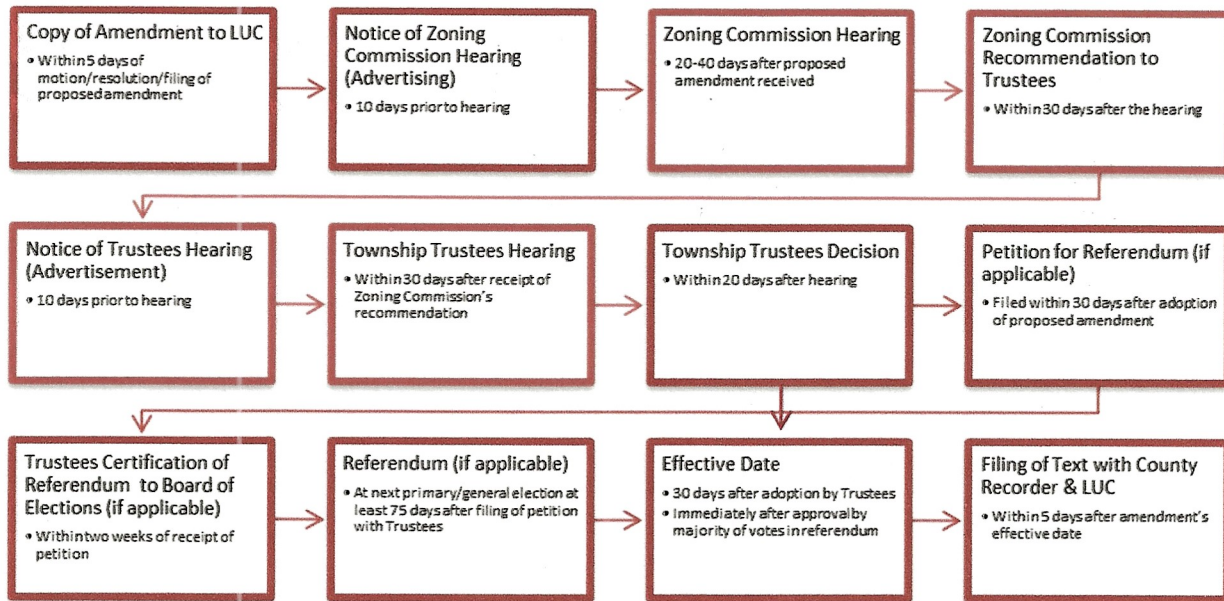
Required Item:	Completed by Requestor:	Received by LUC:
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Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Township Zoning Amendment Process (ORC 519.12)



10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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

Date of Request.

March 23, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Aaron Smith
PO Box 219
East Liberty, OH 43319
aaronsmith@lucplanning.com

RE: Zoning Text Amendment Application, Millcreek Township, Union County
Amendment topic: New Chapter 3 (Sections moved from Article IV – Administration & Enforcement)

Dear LUC Regional Planning Commission Committee Members:

The Millcreek Township Zoning Commission met at 7:00 PM on March 21, 2023. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.

The proposal amends newly blank Chapter 3 and moves portions of text from Article IV; now being called Chapters rather than Articles and splitting “Administration & Enforcement” into “Administrative Appointments, Duties & Actions”. This incorporates changes recommended in October by LUC Staff and Executive Committee and reflects thoughtful consideration of suggestions and work of the Commission over the last 24 months to improve the readability of Zoning Resolution by the public.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are **bolded** and ~~struck~~. Please refer to these attachments for further information.

Public Hearing.

The Millcreek Township Zoning Commission of Union County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 PM on April 18, 2023, in the Millcreek Township Hall.

Point of Contact.

Please consider me, Joni Orders, Township’s point of contact for this matter. My contact information is below:

Joni Orders

(614) 309-1158

joniorders@gmail.com

Sincerely,



Attachments.

1. Proposed Zoning Resolution Text Amendments (text changes shown ~~removed~~ and **added**)



LUC MODEL ZONING TEXT

Solar Energy Definitions

Article XXXX Definitions.

Solar energy related definitions:

- a) **Accessory Solar Energy:** A solar collection system consisting of one or more roof/~~structure-building~~ mounted, ~~and/or~~ ground/pole mounted, ~~and/or other structure mounted~~ solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- b) **Principal Solar Energy Production Facility:** An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more ~~free-standing~~ roof/building mounted, ground/pole mounted, ~~and/or roof/structure-mounted other structure mounted~~ solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include "Small Solar Facility" and "Community Solar Facility" as defined by statute or herein.
- c) **Solar Energy Equipment:** Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) **Solar Photovoltaic (PV):** The technology that uses a semiconductor to convert light directly into electricity.
- e) **Clear Fall Zone (Solar Energy):** An area surrounding a ground/pole mounted ~~or other structure mounted~~ solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure's failure that shall remain unobstructed and confined within the property lines of the lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the lot and will not intrude onto a neighboring property.



- f) **Small Solar Facility:** Pursuant to ORC 519.213 (A) (2), "Small Solar Facility" means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.
- g) **Community Solar:** Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, "Community Solar" is considered to be a "Principal Solar Energy Production Facility".

LUC Model Text (Zoning & Subdivision Committee; July 9, 2020)

LUC Model Text, Updated (Zoning & Subdivision Committee; March 9, 2023)

LUC Model Text, Updated (Zoning & Subdivision Committee; April 13, 2023)

DRAFT - 04-13-2023



LUC MODEL ZONING TEXT

Solar Energy Systems (Version 1)

Section XXXX Small Solar Energy Systems (Less than 50 MW)

A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
4. Roof/Building mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. ~~Combined-The~~ height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.



5. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure- mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Accessory Solar-solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.
8. Accessory Solar-solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.
9. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure- mounted solar energy system and "clear fall zone".
 - c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.



It is not the purpose of this regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

Principal Solar Energy Production Facilities are prohibited in any district.

LUC Model Text (Zoning & Subdivision Committee; July 9, 2020)

LUC Model Text, Updated (Zoning & Subdivision Committee; March 9, 2023)

LUC Model Text, Updated (Zoning & Subdivision Committee; April 13, 2023)

DRAFT - 04-13-2023



LUC MODEL ZONING TEXT

Solar Energy Systems (Version 2)

Section XXXX Small Solar Energy Systems (Less than 50 MW)

A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
4. Roof/Building mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. ~~Combined-The~~ height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.



5. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure-mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Accessory ~~Solar-solar~~ energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.
8. Accessory ~~Solar-solar~~ energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ~~ground mounted~~accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.
9. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1. times the height of any ground/pole mounted or other structure-mounted solar energy systems and "clear fall zone".
 - c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

It is the purpose of this regulation to promote the safe, effective, and efficient use of principal solar energy production facilities principally designed to produce greater levels of electrical energy, either for consumers with higher energy demand levels or designed primarily to



produce energy to be supplied directly to the electrical grid. No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

All principal solar energy production facilities shall meet the following requirements:

1. The proposed principal solar energy ~~project-production facility~~ must be located on a lot of at least ten (10) acres in size.
2. For purposes of determining lot coverage, the total surface area of all ground/pole mounted solar energy systems including cells, panels, and water collector devices shall be considered impervious and shall count toward the maximum percent of a lot to be occupied. This is in addition to any standard calculation as defined in this Resolution for lot coverage.
3. All on-site utility, distribution, and transmission lines, that are the responsibility of the principal solar energy production facility to maintain, shall be placed underground.
4. Roof/Building mounted solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. ~~Combined-The~~ height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
5. Ground/Pole mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be erected within an established clear fall zone.
 - c. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure-mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be erected within an established clear fall zone.
 - c. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten



- (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Solar energy systems shall be designed and located in order to prevent reflective glare towards any inhabited building on adjacent properties as well as adjacent street right-of-way. Applicants must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT), or an equivalent report, for neighboring lots and right-of-way.
 8. The proposed principal solar energy production facility must comply with any applicable airport zoning overlay and height restrictions, and the ability to comply with the FAA regulations pertaining to hazards to air navigation must be demonstrated.
 9. All mechanical equipment of solar energy systems including any structure for batteries or storage cells, shall be completely enclosed by a minimum seven (7) foot high fence with a self-locking gate, and provide screening in accordance with ~~the zoning~~this resolutionResolution.
 10. Screening shall be established in accordance with the provisions of this Resolution, be maintained in good condition, and free of all advertising or other signs-. In addition to any other screening requirements of this Resolution, the following standards shall apply:
 - a. Any buildings and solar energy equipment shall be screened from ground-level view from any adjacent road right-of-way, any adjacent lot with a residential use, and any residential zoning district.
 - b. Screening shall consist of vegetation, mounding, natural landforms, or any combination thereof. Screening may be supplemented by fencing or walls, but shall not be the primary method.
 - i. Fencing shall incorporate gaps or spaces of at least six (6) inches by six (6) inches to allow passage of small mammals.
 - c. Screening shall be a minimum of six (6) feet in height.
 - d. Mounding shall be seeded and planted with trees. The base of the mound shall not be graded at an angle greater than forty-five degrees (45°).
 - e. ~~e.~~ Screening shall be clustered around groups of solar energy equipment and buildings and not the entirety of the lot to allow for "wildlife corridors" where wildlife can traverse the lot.
 11. Buffering shall be established in accordance with the provisions of this Resolution. In addition to any other buffering requirements of this Resolution, the following standards shall apply:
 - a. A one-hundred and twenty (120) foot setback along stream boundaries (including ephemeral and intermittent streams).
 - b. A one-hundred and twenty (120) foot setback from Category 1 and 2 wetland boundaries.
 - c. A three-hundred (300) foot setback from Category 3 wetland boundaries.
 12. Setback requirements for solar energy equipment not housed in a building, shall be:
 - a. One-hundred and fifty (150) feet from lot lines of non-participating lots.



- b. Three-hundred (300) feet from any dwelling.
 - c. One-hundred and fifty (150) feet from the edge of any adjacent road right-of-way.
- Setbacks for all other buildings and structures from lot lines and adjacent zoning districts shall be twenty (20) feet or the principal structure setback for the underlying zoning district, whichever is greater.
- 13. Ingress and egress driveways, interior access/maintenance roads, and any off-street parking and circulation routes shall be constructed with a durable and dust-free surface.
 - 14. Areas that are undeveloped, areas not required for regular maintenance, and other spaces not devoted to the active use of the lot (such as in between rows of ground mounted solar panels) shall be landscaped with vegetation in such a manner as to prevent soil erosion by wind or rain or the spreading of invasive species and noxious weeds. Plantings shall follow the standards set forth in the Ohio Department of Natural Resources (ODNR) *Guidance for Proposed Solar Energy Facilities in Ohio*.
 - 15. Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.
 - 16. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of the application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure-mounted solar energy systems and "clear fall zone".
 - c. Proof of notice to the electric utility, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.
 - d. Letters from the County Engineer, Township, and State Department of Transportation regarding the status of any Road User Maintenance Agreement.
 - e. A drainage plan, including any methods of stormwater management, and existence of any subsurface drainage systems. The County Engineer's Office, Soil and Water Conservation District, and if applicable, the Farm Service Agency shall be contacted to confirm the existence, or potential existence, and location of any subsurface drainage systems.
 - f. Proof of notice and/or compliance with County-level stormwater and sediment control regulations.
 - g. A narrative of expected and potential impacts to ecological, cultural, archeological, and agricultural resources and impacts to neighboring land uses.
 - h. A landscaping plan.
 - i. A screening and buffering plan, including any wildlife corridors.



- j. A narrative addressing the expected life-span of the facility, expected regular maintenance activities, and an end-of-life decommissioning plan.
- k. A list of all adjacent property owners, their parcel numbers, and addresses.

LUC Model Text (Zoning & Subdivision Committee; July 9, 2020)

LUC Model Text, Updated (Zoning & Subdivision Committee; March 9, 2023)

LUC Model Text, Updated (Zoning & Subdivision Committee; April 13, 2023)

DRAFT - 04-13-2023



Zoning & Subdivision Committee
Thursday, April 13, 2023

The Zoning and Subdivision Committee met in regular session on Thursday, April 13, 2023, at 12:30 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Gram Dick, Todd Freyhof, Jeff Beard for Ashley Gaver, Mark Mowrey for Steve McCall, Heather Martin, Tammy Noble, Steve Robinson, Tom Scheiderer, Aaron Smith, and Luke Sutton for Jeff Stauch. Absent member was Wes Dodds.

Guests: Greg Iiams, Village of Russells Point; Matt Chamberlain; Laura Comek, Laura Comek Law; Patricia Brown, EMH&T; Tom Tolbert, Homewood Corp.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Todd Freyhof moved a motion to approve the minutes from the March 9, 2023, meeting as written, and Tom Scheiderer seconded. All in favor.

1. Review of Jerome Park Amended Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller referenced easements labeled Access Esmt in Subarea C. The developer's engineer communicated these are intended as access for the stormwater basins and will be relabeled. They are not intended as a general access easement functioning as a private road, which was a concern noted in the staff report. Appropriately labeling these resolves the concern.
 - Brad Bodenmiller referenced an ongoing conversation between the applicant and the City of Marysville. There is a requirement in the Subdivision Regulations, mentioned in the staff report, about structures, plantings, etc. not being permitted in the easements. A monument sign conflicting with this is being moved, but there is still landscaping in conflict with this. This is not something that is a condition of this approval, but there is time to work the details out between now and the Final Plat.
 - Tyler Bumbalough asked for clarification on the staff recommendation.
 - Brad Bodenmiller recommended the staff recommendation with one change, moving the word appropriately: Recommend approval of the Jerome Park – Amended Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulations requirements, shall be incorporated into the Construction Drawings and Final Plat. This includes a condition to remove or appropriately relabel the access easements shown in Subarea C (§406; §408, 3.). 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.



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- Tyler Bumbalough moved a motion to recommend approval with the conditions stated of the Jerome Park Amended Preliminary Plat and Todd Freyhof seconded. All in favor.
- 2. Review of Millcreek Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
 - Scott Coleman asked if they were to submit chapter four next month for consideration, could they do them both at the same time or would they run out of time for chapter three? Do they not seem that close to being ready?
 - Aaron Smith – They could continue their hearing for chapter three and let chapter four catch up.
 - Steve Robinson – Can we table this?
 - Brad Bodenmiller – We don't get that option. They could continue the hearing which is like tabling the process.
 - Aaron Smith provided further clarification.
 - Scott Coleman asked for clarification on what options the Board has, and Aaron Smith provided information: Approval, Approval with Modifications, or Denial.
 - Steve Robinson asked for clarification regarding further options.
 - Tyler Bumbalough asked if there would be conflicts between the two chapters and Aaron and Brad provided further information.
 - Scott Coleman shared that the township would get the text of the meeting which will state the language was approved but what is not approved is doing this chapter without the next chapter because of potential conflicts between the two.
 - Steve Robinson moved a motion to recommend denial of the Millcreek Township Zoning Text Amendment due to the potential conflict between chapter 3 and chapter 4 because chapter 4 was not submitted. The Zoning and Subdivision Committee recommends continuing the public hearing associated with the chapter 3 amendment until chapter 4 is submitted as an amendment and Tom Scheiderer seconded. All in favor.
- 3. Model Zoning Text: Solar Energy Systems – Staff Report by Aaron Smith
 - Tyler Bumbalough asked for an example of the height for solar panels on top of the roof and Aaron Smith provided one.
 - Tammy Noble asked if anyone was familiar with solar farms being a principal use and Aaron Smith provided further information for ones under 50 megawatts.
 - Jeff Beard asked a question about how solar shingles could impact the height requirements in this legislation and Aaron Smith provided his opinion.
 - Tammy Noble provided information on the shingle solar option.
 - Brad Bodenmiller reviewed the conditions to make sure this covers a shingle option and Scott Coleman thought this language covered that option.
 - Matt Chamberlain asked for further clarification on the language and whether it should reference ORC as it had. Brad Bodenmiller provided his opinion on how to wordsmith it. Further discussion happened regarding this. The language will be left

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as is and possibly be amended to add ORC for townships, villages, and municipalities.

- Tyler Bumbalough moved a motion to adopt the model zoning text for Solar Energy Systems and Jeff Beard seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:06 pm with Mark Mowrey moving a motion to adjourn and Todd Freyhof seconded. All in favor.