



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Zoning & Subdivision Committee Tuesday, March 8, 2011 1:30 pm

Start Time: _____

- Minutes from last meeting of January 13, 2011
1st: _____ 2nd: _____

- 1. Review of Parcel Zoning Amendment to parcel number 080900000017001, in Harrison Township (Logan County). The application proposes the parcel go from U-1 to B-1 – Staff Report by Wes Dodds

- 2. Review of Longview Cove Final Plat, located in Richland Township (Logan County) – Staff review by Jenny Snapp.

- Adjourn End Time: _____
1st: _____ 2nd: _____

Members:

Scott Coleman – Logan County Engineer
Greg DeLong – Marysville Planning
Charles Hall – Union County Commissioner
Jeff Stauch – Union County Engineer
Paul Hammersmith – Dublin Engineer
Fereidoun Shokouhi – Champaign County Engineer
Brad Bodenmiller – Urbana Zoning
Robert A. Yoder – North Lewisburg Administrator
Jenny Snapp – LUC
Wes Dodds – LUC
Heather Martin – LUC

Guests:



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE
COMMITTEE
March 10, 2011

STAR HOLDINGS PROPERTY, 5.01 ACRES – ZONING AMENDMENT

APPLICANT: Star Holdings, Mark Brumbaugh Trustee
2115 S. Main, Suite 111
Bellefontaine, OH 43311
Phone 937-844-8242

REQUEST: Request from Harrison Township (Logan County) to review a request to re-zone one parcel owned by Star Holdings, Mark Brumbaugh Trustee
Parcel # 080900000017001
Total Acreage – 5.01
Currently Zoned: U-1 Rural Undeveloped District
Current Use: Residential/Agriculture
Proposed Zoning: B-1 Service Business District
Proposed Use: Multi-tenant mixed business uses

LOCATION: West of Bellefontaine, directly across from the Bellefontaine Municipal Airport.

STAFF ANALYSIS: The applicant, Star Holdings., would like to re-zone their property from U-1 Rural Undeveloped District to B-1 Service Business District. The property has most recently been used as a residential property. Star Holdings is proposing to utilize an existing building on this property for multi-tenant mixed business purposes.

In the attached letter from the applicant, he points out that there are several business in close to proximity his property. Although this property is situated directly across from the Bellefontaine Municipal Airport, and approximately a half mile west of the City of Bellefontaine, the surrounding area is of a very much rural and agricultural character. The airport has been at its present location since 2002, and there has been little to no



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commercial growth in close proximity to the airport. The area has remained largely rural and agricultural. Staff does not feel that this trend is likely to change in the near future. The applicant does mention several businesses located in the township in his application letter. However, none of them are zoned business or commercial. Because they are not zoned business, this limits the uses of the land to what is presently happening on those parcels. In this case, should the parcel be rezoned, it would open this piece of land to all of the uses allowed in the B-1 District in Harrison Township. Staff feels there are several uses permitted in the B-1 District that certainly do not fit with the character of the area. Because this would be the only parcel zoned business in the immediate area, staff feels this is a case of "spot zoning", as it would be incompatible with existing surrounding land uses.

STAFF RECOMMENDATIONS:

- Staff recommends ***DENIAL*** of the proposed rezoning of parcel #080900000017001 from U-1 Rural Undeveloped to B-1 Service Business based on the above staff analysis. Staff feels that this is a case of spot zoning, and the proposed uses listed by the applicant are very vague. Staff feels a conditional use permit would be more appropriate in this situation, as *some* business uses may be appropriate at this location. This would be an option for the applicant, as there are several business uses permitted in the B-1 Service Business District, including "Service Business", "Personal Services" and "Offices"

ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:

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

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

APPLICATION NUMBER: 01-11

APPLICATION FOR ZONING AMENDMENT
HARRISON TOWNSHIP, LOGAN COUNTY, OHIO

Copy

Applicant's Name: Star Holdings - by Mark Brumbaugh - trustee
Applicant's Address: 2115 S. Main St. #111 Bellefontaine
Applicant's Phone: 937 844 8242

Address of Property to be reviewed: 2647 SR 47W Bellefontaine, OH
Permanent Parcel Number: 080900000017001

Present Use: Residential home, business, farm
Present Zoning District: U1

Proposed Use: Business - Multi tenant mixed business uses
Proposed Zoning District: B1

Applicant's Signature: Mark Brumbaugh Date: 1/25/11
Zoning Inspector's Signature: Jin Steley - 2-8-11 Date: _____

Required Attachments:

1. Vicinity Map
2. List of all adjoining and adjacent property owners and their addresses
3. Fee

*Additional information may be requested

Star Holdings – Trustee – Mark Brumbaugh

To Zoning Authorities,

We respectfully request this zoning amendment and would like you to consider the following points:

This property has a wide road frontage on State Highway 47 and is not deep enough to provide desired privacy for permanent residential use. There is a large volume of fast moving traffic. This does not fit residential use particularly well because of noise and privacy. Being only a 5 acre tract of land does not make it very suitable for agriculture use in today's farming culture.

The Bellefontaine Municipal Airport is across 47 from this property and also creates noise making this property less than desirable for residential use.

There are numerous business locations heading west on 47 from CR 32 which include: Logan County MRDD, Logan County Children Services, Logan County Emergency Management, Browns Tree Service, Discovery Center Preschool, Kelly Septic Service, Bellefontaine Airport, Whitmore House B&B.

The city has annexed the property across the road (47) which includes the airport. This requested zoning change would only help in keeping with the natural flow of current and future business locations out toward the airport.

With this requested zoning this location could lease space to small businesses, who are now running businesses from residential locations in many instances. There is a need in the community for small business locations providing public visibility, commercial delivery capability, storage and service/garage areas, and the availability of office space in an easily accessible location. This location will also have accessible space for unloading/loading large delivery trucks.

This will allow small business to have a presentable location to grow and thrive from. This will have numerous beneficial economic advantages for the township and community.

The Harrison Twp. Zoning Regulations, Article V111 Establishment and Purpose of Districts, Section 800 Intent., Section 813 Service Business District (B1) states " The purpose of the service business district is to provide land for sales, service and repair establishments which

require highway orientation or large tracts of land not normally available in central and local business districts". Any or all of the permitted uses listed on the Official Schedule of District Regulations, B1 Permitted Uses may be exercised at this location depending on future customer's needs. I believe that this request complies with the intent and purpose of the zoning regulations.

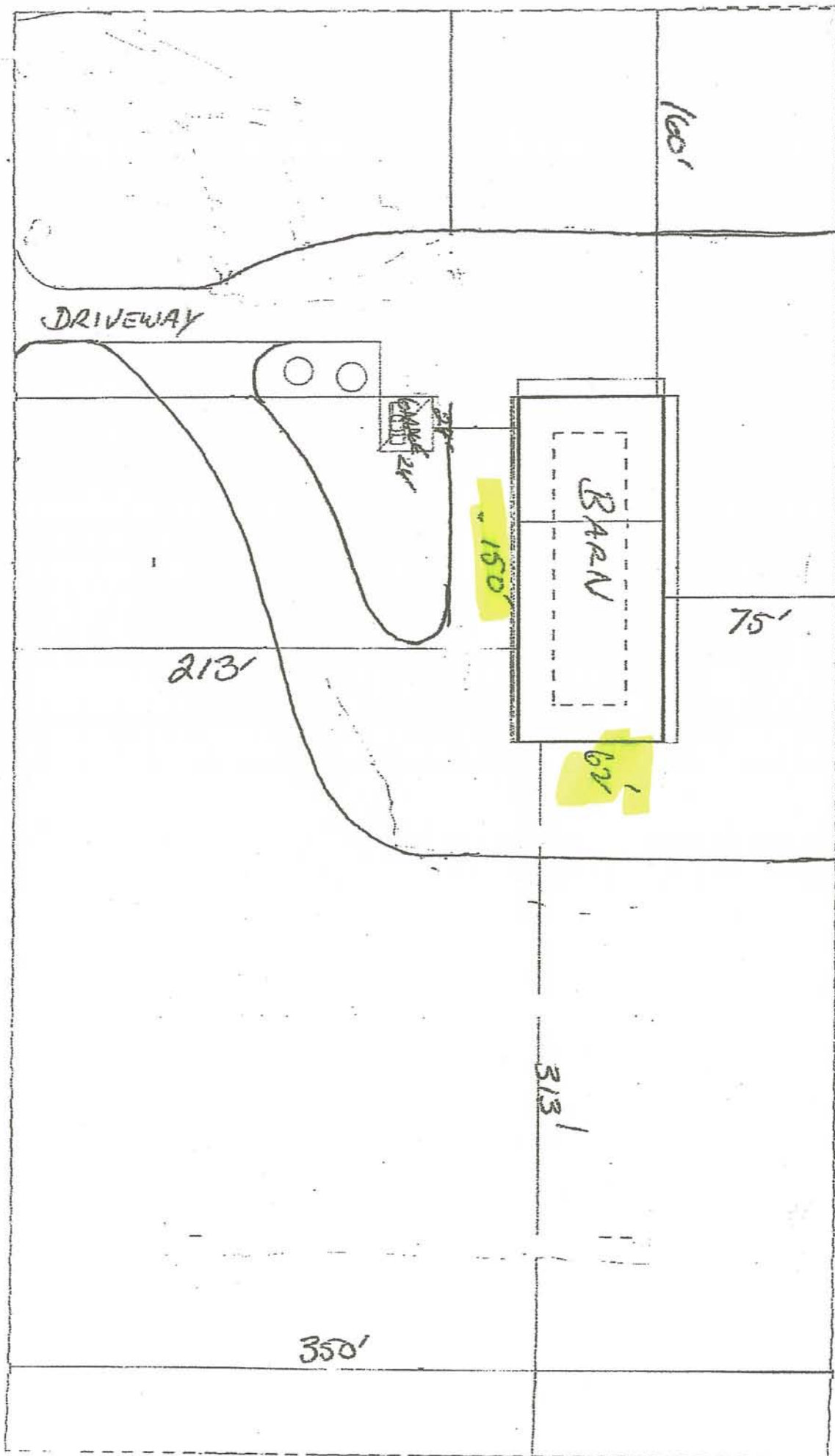
This property will be a pleasing asset to the community and surrounding neighborhood. I believe in doing what I can to make this community a pleasing environment that I will be proud to live in. I have a limited but successful track record of improvements in the community. Properties that I have been involved in go from being eyesores to assets to the community.

Thank you for your cooperation and understanding in this matter.

Sincerely,

Mark Brumbaugh , Trustee - Star Holdings

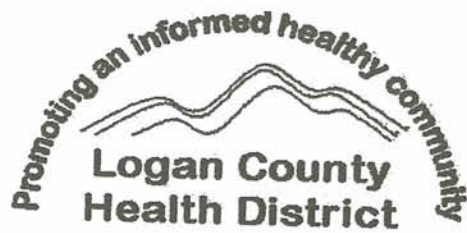
Plot MAP



2003 03 04



COPY



310 S. Main St. • Bellefontaine, OH 43311
PH: 937.592.9040 • FX: 937.592.6746

February 9, 2011

Star Holdings
Mark Brumbaugh
2115 S Main St. STE 111
Bellefontaine OH 43311

To Whom It May Concern:

The sewage permit issued to Star Holdings for 2647 SR 47 E, Bellefontaine, Ohio was issued for a single family dwelling with 4 bedrooms. No sewage system was approved for any other use.

Please be advised that any construction of a sewage system for any non-single family dwelling use is prohibited without a proper permit.

Please contact me with any questions.

Sincerely,

Craig D Kauffman, RS
Environmental Health Director



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE
COMMITTEE
March 10, 2011

LONGVIEW COVE PRELIMINARY PLAT

- APPLICANT:** James David Duff
9101 S.R. 117, P.O. Box 305
Huntsville, OH 43324
- William Simms @ Longview Cove Group
7575 McEwen Road
Dayton, Ohio 45459
- REQUEST:** Approval of the Longview Cove Final Plat
- LOCATION:** Located on the northern side of County Road 38 and across from Township Road 38 in Richland Township, Logan County.
- STAFF ANALYSIS:** The proposed Final Plat is a residential subdivision with lake access consisting of 52 Single Family Home Residential Lots located on 25.420 Acres with a community lot with a swimming pool, clubhouse and a boat loading dock (for owners & guests only). A 5.186 acre wetlands area is being preserved as open space. The streets will be privately constructed, owned and maintained. A series of new channels will provide boat access from each property to Indian Lake.
- The Preliminary Plat for the Longview Cove Subdivision was **conditionally approved** by the LUC Executive Committee on November 12th, 2009. There were several conditions of approval, including addressing all comments received from reviewing agencies and outlined in the LUC Staff Report.

At this time, staff has several issues with the submittal of the Longview



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Cove Final Plat. The developer was told on several occasions that there were concerns about the process in which Richland Township rezoned the property. Some of these concerns included the notification requirements of the zoning amendment, as well as the townships failure to send the proposed amendment to the Regional Planning Commission for review as required by the Ohio Revised Code, Section 519.12.

Per the minutes of the LUC Zoning and Subdivision Committee meeting of November 10, 2009 the zoning issue was discussed, and the applicant (Mr. Duff) was informed that there were likely deficiencies in the zoning amendment process on the part of the township. The minutes further state that LUC would be notifying the Prosecutors Office of the concerns regarding the zoning amendment, so that they could work with the township (as Richland Township chooses not be members of, or consult with LUC) on the correct process for the zoning amendment. LUC notified the Prosecutor's Office of the issue via email on December 22 2009. Per the minutes of the November 10 2009 LUC Zoning and Subdivision Committee and the recommendation letter to Mr. Duff dated November 13, 2009, LUC has fulfilled its obligations as stated. LUC feels that if the Prosecutors Office or Township had not contacted the applicant in reference to this issue, the developer should have followed up with this issue, as they had ample notice that there was likely a problem with the zoning amendment process. The Township should have sought guidance with this issue if they were unsure as to how to properly amend their zoning. While unfortunate for the developer, it is ultimately the responsibility of the township to ensure that they have followed Ohio Revised Code Section 519.12 to ensure that any zoning amendment is valid.

During research of this issue, it was also discovered that Richland Township had also improperly handled three variance requests from the developer. In minutes from the Richland Township *Zoning Commission*, it states that they acted on the variance requests. Chapter 519.14 of the Ohio Revised Code states that reviewing variance requests is a duty of the Board of Zoning Appeals, not the Zoning Commission.

For summary purposes, here is the list of items that are outstanding with the zoning:

- ✓ Zoning Amendment Procedures not followed:
 1. Public Hearing advertising incorrect per ORC 519.12
 2. Timeline of Zoning Amendment process per ORC 519.12 not followed

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3. Submittal to LUC Regional Planning Commission was never done per ORC 519.12

✓ Variances:

1. Acted on by Zoning Commission rather than Board of Zoning Appeals
2. No explanation of what the variances were in Township Minutes

LUC Staff met with the Logan County Prosecutor's Office to discuss this issue, and the Prosecutor's Office has advised that they have recommended that the township to go back through the zoning amendment process, and then to have the proper board address the variance requests.

REVIEWING AGENCY COMMENTS:

- **Logan County Engineer's Office**
 - Logan County Engineer's comments are attached. The following items are outstanding:
 1. Lot numbering & dimensions have changed from the Preliminary Plat.
 2. Date of Plat not provided.
 3. Township Road 38 is mis-labeled as County Road 38.
 4. Plat not signed by developers or surveyor and not notarized.
 5. Outline of areas are to be reserved for common use. They have designated each of these areas as individual lots and have described them in the covenants and restrictions but have not outlined them on the plat in any other manner.
 6. Evidence is required from the Zoning Inspector that approval of clubhouse zoning and development zoning is granted.
 7. The Engineer's Office has not been contacted for any final inspections of improvements and no bond or surety has been furnished for completion of improvements.
- **Logan County Map Room**
 - Per an email sent from Suzie Yoesting at the Logan County Map Room dated March 7, 2011, the Final Plat meets Logan County Conveyance Standards.
- **Logan County Soil & Water Conservation District**

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- As of March 7, 2011 no comments from the Logan County Soil & Water Conservation District. Called to follow up. Awaiting return call from Steve Searson.
- **Logan County Health Department**
 - Location of private water wells was not approved by the Logan County Health District at the time of Final Plat submittal. LUC advised the developer/attorney to withdraw the Plat as approval on individual wells from the Health Department was a condition of Preliminary Plat approval. Subsequently, drawings for well locations were dropped off to the Health Department on March 4 as indicated by Craig Kauffman. Since this time, Craig has indicated that it appears that each lot has a location for a private well and that he is okay with the development proceeding.
 - In the attached letter dated March 7, 2011, Craig Kauffman of the Logan County Health District has indicated that drawings dropped off to him on March 4, 2011 appear to demonstrate that each lot has a location for a private well. In addition, Craig indicates that they will also have something in place that advises buyers of these locations at the time of sale of lots.
- **Logan County Water Pollution Control District**
 - Awaiting return phone call from Garis Pugh.
 - Spoke to Cynthia Defibaugh on March 7, 2011. If the streets continue to be maintained privately, the developer/homeowner's association will also be required to maintain the sewer lines and pumps.
- **Indian Lake Watershed Project (ILWP)**
 - Spoke to Vicky Boots from the Indian Lake Watershed Project on March 7, 2011. Vicky indicated that the ILWP has met with Bill Simms to communicate their concerns earlier on in this process. Therefore, they have no comments at this time as they believe their concerns have been addressed.
- **Indian Lake State Park**
 - Received a phone call from Frank Giannola, Director of Indian Lake State Park on March 7, 2011 indicating that they have no objections to the Longview Cove Final Plat, and all necessary permits have been obtained.
- **Richland Township**
 - As of March 7, 2011, no comments from Richland Township.
- **ODOT District 7**
 - As of March 7, 2011, no comments from ODOT District 7.

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- **Logan- Union-Champaign Regional Planning**
 - Flood Plain Hazard Areas:
 - ✓ The Flood Plain Hazard Areas do not appear to be marked on the Plat. The Logan County Subdivision Regulations Section 323 Final Plat Contents #11, state that *"The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas."*
 - ✓ The plat only lists the map number and date. It does not actually show the Flood Hazard Areas as required by the Subdivision Regulations.
 - ✓ The Plat states that the area shown on the Plat is in Flood Zone "C", areas of minimal flooding. However, LUC staff feels this is incorrect. Per the attached map created by LUC, a portion of the development appears to be in the 100 year flood plain, which would be Flood Zone "A" area. Lot numbers 17,18,19,20, 27,28,29,30,31,32,33,34 and 35 all appear to be partially or entirely within the Flood Zone. The Plat does not list any base flood elevations or minimum first floor elevations for these lots as required by the Logan County Subdivision Regulations.
 - Outstanding zoning issues as stated above in "Staff Analysis".
Summary of outstanding zoning issues as follows:
 - ✓ Zoning Amendment Procedures not followed:
 1. Public Hearing advertising incorrect per ORC 519.12
 2. Timeline of Zoning Amendment process per ORC 519.12 not followed
 3. Submittal to LUC Regional Planning Commission was never done per ORC 519.12
 - ✓ Variances:
 1. Acted on by Zoning Commission rather than Board of Zoning Appeals
 2. No explanation of what the variances were in Township Minutes
 - Per the Logan County Engineer's Office review, no bond or surety has been posted for the completion of the

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improvements nor has the Engineer's Office been contacted for final inspections of improvements. LUC feels that this is a major outstanding issue. We've not approved Final Plats in the past without the performance bond/surety having been posted (most recently, Jerome Village GPN-7 Final Plat). Ultimately, it's the developer's responsibility to know and follow the Subdivision Regulations. Here are the relevant sections of the Logan County Subdivision Regulations:

- ✓ **Section 324 Supplementary Information, #2,** "A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.
- ✓ **Section 326 Guarantee for Installation of Improvements,** "Prior to the granting of approval of the Final Plat, the subdivider shall have installed the required improvements, or shall have furnished a performance bond, certified check or letter of credit to the County for the amount of the estimated construction cost of the installation of the improvements as approved by the County Engineer. The County has the right to determine the kind of surety that will be accepted. Before the bond, certified check or letter of credit is accepted, it shall be approved by the County Commissioners and their legal counsel. The term of the bond, certified check or letter of credit shall extend 12 months beyond the completion date of the project unless released prior thereto by the County Commissioners. A completion date shall be established by the subdivider and approved by the County Commissioners. The period of time stipulated shall not exceed two years from the date of the Final Plat approval unless an extension is requested in writing by the subdivider and granted in writing by the County Commissioners. The completion date shall be stated in the bond, certified check or letter of credit.

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STAFF RECOMMENDATIONS:

LUC has been in communication with the legal counsel for the Longview Cove Developers since this Final Plat was submitted and has made them well aware of the fact that there are issues with the zoning regarding this development. LUC Staff has given them the option, and in fact requested on several occasions that they withdraw the Final Plat from LUC's Agenda until these zoning issues can be resolved. They have been insistent that the Plat be left on the Agenda for review. Section 401, Conformity with Development Plans and Zoning, of the Logan County Subdivision Regulations states "...In addition, no Final Plat of land within the area in which an existing zoning resolution is in effect shall be approved unless it conforms with such resolution."

In addition, no performance bond, certified check or letter of credit has been posted to the Logan County Engineer for the installation of improvements. LUC is not in the practice of approving final plats without such performance bond or surety having been posted.

Therefore, the LUC Staff recommendation is for **DENIAL** of the Longview Cove Final Plat. Whether the fault of the developer or not, Section 401 of the Logan County Subdivision Regulations clearly states that a final plat SHALL NOT be approved unless it conforms with zoning. LUC Staff feels it could not make any other recommendation in good faith knowing the outstanding issues with the zoning process. Also, the performance bond or surety has not been submitted to the Logan County Engineer.

Ultimately, it is the developer's responsibility to know and adhere to the Subdivision Regulations when platting and to ensure that all such regulations and requirements are followed and incorporated into plats. LUC Regional Planning Commission is not in the practice of approving Final Plats unless these regulations are followed as we strive to provide consistency and fairness in all of the subdivisions that we review.

ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:

OFFICE OF THE
LOGAN COUNTY ENGINEER
P.O. BOX 427
1991 COUNTY ROAD 13
BELLEFONTAINE, OH 43311
www.co.logan.oh.us

SCOTT C. COLEMAN, P.E., P.S.
LOGAN COUNTY ENGINEER

TELEPHONE: (937) 592-2791
FAX: (937) 599-2658

March 7, 2011

Jenny R. Snapp, Director
LUC (Logan-Union-Champaign)
Regional Planning Commission
P.O. Box 219, 9676 E. Foundry St.
East Liberty, OH 43319

RE: Longview Cove Final Plat Review Comments

Dear Mr. Jenny:

This office has reviewed the Final Plat submission for the subject project. Below are our comments:

1. The lot numbering and dimensions have changed slightly from the approved Preliminary Plat, but they are acceptable.
2. No date of plat is provided.
3. Township Road 38 is labeled as County Road 38.
4. The plat is not signed by the developers or surveyor and it is not notarized.
5. We call for an outline of areas to be reserved for common use. They have designated each of these areas as individual lots and have described them in the covenants and restrictions, but have not outlined them on the plat in any other manner.
6. Evidence is required from the zoning inspector that approval of clubhouse zoning and development zoning is granted.
7. The Logan County Engineer's Office has not been contacted for any final inspections of improvements and no bond or surety has been furnished for the completion of the improvements.

If you have any questions or concerns about these comments please contact me at our office at 937-592-2791.

Sincerely,



Scott C. Coleman, P.E., P.S.
Logan County Engineer



310 S. Main St. • Bellefontaine, OH 43311
PH: 937.592.9040 • FX: 937.592.6746

March 7, 2011

LUC Regional Planning Commission
East Liberty, OH

To Whom It May Concern:

Drawings of Longview Cove well locations submitted to this office on March 4, 2011 appear to demonstrate that each lot has a location for a private well. We will also have something in place that advises buyers of these locations at the time of sale of lots.

Please do not hesitate to contact me for further information.

Sincerely,

A handwritten signature in dark ink, appearing to read "Craig D Kauffman". The signature is fluid and cursive, with the first name "Craig" being more prominent.

Craig D Kauffman, RS
Environmental Health Director

Jenny R. Snapp

From: Suzie Yoesting [syoesting@co.logan.oh.us]
Sent: Monday, March 07, 2011 2:56 PM
To: Jenny R. Snapp
Subject: Longview Cove

Hi Jenny,
The Map Room's review of Longview Cove is complete and the meets our conveyance standards.

Suzie Yoesting
Logan County Map Room
Tax Map Draftsperson Supervisor
100 S Madriver St, Suite B
Bellefontaine, Ohio 43311
(937)599-7230
Email legal description preapprovals to: syoesting@co.logan.oh.us

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A Planned Residential Community

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS,
ASSESSMENTS AND ASSESSMENT LIENS**

This Instrument Prepared By:

Chad A. Ross, Esq.

Joshua M. Stolly, Esq.

Thompson, Dunlap & Heydinger, Ltd.

1111 Rush Ave.

Bellefontaine, Ohio 43311

(937) 593-6065

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS (this "***Declaration***"), is made this ____ day of _____, 2011, by Longview Cove Group LLC, an Ohio limited liability company (the "***Declarant***"), with offices at 9101 State Route 117, Huntsville, Ohio 43324.

Background Information

A. The Declarant is the owner of that certain real property located in Richland Township, Logan County, Ohio (the "***Property***"), which is more particularly described on **Exhibit A** attached hereto and incorporated herein.

B. The Declarant intends to improve the Property as a planned residential community which shall be known as "Longview Cove at Indian Lake" (the "***Subdivision***"), the Subdivision being delineated upon the plat of record in Plat Cabinet B, Slides _____, _____ and _____, Recorder's Office, Logan County, Ohio.

C. The Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance of Common Areas (as hereinafter defined) and Common Facilities (as hereinafter defined); and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements assessments and assessment liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the subsequent Owners (as hereinafter defined) thereof.

D. In order to advance the purposes of this Declaration, Declarant has formed the Longview Cove Homeowners Association Inc. (the "***Association***"), an Ohio nonprofit corporation, for the purpose of owning, operating, maintaining, and administering portions of the Subdivision, together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas and Common Facilities as dedicated from time to time by Declarant for the common use by the Owners of Lots (as hereinafter defined) within the Subdivision.

E. The Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of the Subdivision which are benefited thereby (as set forth herein).

F. Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

Declaration of Purpose

NOW, THEREFORE, be it known that the Declarant, as owner of the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements

described herein, which are for the purpose of preserving for the common use of the Owners the Improvements (as hereinafter defined), Common Areas and Common Facilities located thereon, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner, and the respective heirs, successors and assigns thereof, and the Association.

ARTICLE I

Definitions

Section 1. **Definitions.** As used herein, the following terms shall have the meanings set forth below:

- (a) **Articles.** The Articles of Incorporation of Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, as the same may be properly amended from time to time.
- (b) **Assessments.** Collectively referring to Annual Assessments, Individual Assessments and Special Assessments (each as hereinafter defined).
- (c) **Association.** Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, and its successors and assigns.
- (d) **Association Documents.** This Declaration, as the same may be properly amended from time to time, the formative documents of the Association, consisting of the Articles, the Code of Regulations (as hereinafter defined) and any and all bylaws, procedures, rules, regulations or policies adopted by the Association.
- (e) **Board.** The Board of Directors of the Association.
- (f) **Boats.** Pontoon boats, ski boats, sail boats, catamarans, cabin cruisers, paddle boats, airboats, wave runners, jet skis, kayaks, canoes and other watercraft, with or without motors.
- (g) **Builder.** A person or entity (other than Declarant) who or which acquires title to any Lot for the purpose of constructing a Dwelling Unit (as hereinafter defined) thereon with the strict purpose of reselling the improved Lot to an Owner.
- (h) **Code of Regulations.** The Code of Regulations of the Association, as the same may be properly amended from time to time. Any amendments to the Code of Regulations will be recorded with the Logan County Recorder. A Copy of the Code of Regulations is attached hereto as **Exhibit B** and incorporated herein.
- (i) **Common Areas and Common Facilities.** All land, improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, Private Streets (as hereinafter defined), roadways, entrance ways, pools, common beaches, community buildings and recreational areas, landscape easements, together with improvements located thereon, waterways, seawalls, retention and/or detention areas. "Common Area" and "Common Facility" shall also include any areas that have been specifically designated by the Declarant as such on a Plat (as hereinafter defined).

- (j) **Common Expenses.** Expenses incurred in maintaining the Common Areas and Common Facilities.
- (k) **Declarant.** Longview Cove Group LLC, an Ohio limited liability company, its successors and assigns, including any person or entity acquiring all of Declarant's then-remaining interests in the Property.
- (l) **Declaration.** This Declaration of Restrictive Covenants, Conditions, Restrictions, Easements, Assessments and Assessment Liens for the Subdivision.
- (m) **Development.** The Property, the Subdivision and all Improvements located or constructed thereon, or any other property submitted to the provisions hereof pursuant to Article II.
- (n) **Dock.** A permanent or semi-permanent structure, as approved by the appropriate governmental authorities, which extends from a Lot into the adjacent waterway for purpose of accessing one or more boats, including, without limitation, a pier or floating dock.
- (o) **Dwelling Unit.** Any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.
- (p) **Lot.** Each separate tract depicted, designated and shown upon any Plat, or created by a split of a Lot depicted, designated and shown upon any Plat, excepting, however, any tract described in the Declaration or Plat as Common Area, and specifically excepting Lots 53, 54, 55, 56, 57 and 58.
- (q) **Improvements.** All man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to Dwelling Units, buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, irrigation facilities and systems; water agitators; water spouting and drainage tile, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and posts, antennae and satellite dishes; statues and lawn art; swimming pools and tennis courts; slope and drainage alterations; roadways, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, seawalls, retaining walls, exterior stairs, decks, party decks, Docks, beaches, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.
- (r) **Maintenance Standards.** Those standards adopted by Declarant and/or the Board pursuant to Article IX of the Declaration as the same may from time to time be amended.
- (s) **Member.** Every person or entity that holds membership in the Association in accordance with the Association Documents.
- (t) **Occupant.** Any person in possession of a Lot whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

- (u) **Operating Expenses.** The expenses of the Association for which all Members are liable.
- (v) **Owner.** The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and/or any Builder.
- (w) **Plans and Specifications.** That certain detailed information, material and evidence and those certain plans and specifications required to be submitted to the Review Committee under Article VI herein, including, without limitation, the following:
- (i) a story board depicting the architectural design and scheme of all proposed Improvements, including a description of materials, color schemes and other details affecting the exterior appearance of the proposed Improvements;
 - (ii) a site plan showing the location of all proposed and existing Improvements on the Lot, elevations, grading, drainage, Dwelling Unit floor plans, the approximate size in square footage of the first floor (i.e., ground floor) of the Dwelling Unit and the entire square footage of the Dwelling Unit and the Lot;
 - (iii) a landscaping plan, including proposed location, square footage of each landscaped area and types of vegetation to be included, all of which shall be consistent with the overall landscape plan created by Declarant and/or the Association for the Subdivision, including, without limitation, compliance with minimum square footage and budget requirements established from time to time by the Association;
 - (iv) an irrigation plan, including proposed installation service provider, irrigation system and/or materials, and location and tie in to the Association's irrigation systems and facilities and drainage systems;
 - (v) evidence of acceptable "Green Home" building certifications and standards;
 - (vi) evidence of conformity of all Improvements with all applicable codes and laws, including, without limitation, building and zoning codes and Environmental Protection Agency ("EPA") regulations; and
 - (vii) such other information and material the Review Committee shall request, at its sole and exclusive discretion, to ensure strict compliance with the Rules and overall development goals for the Subdivision.
- (x) **Plat.** Each and every record plan of real estate as recorded in the plat records of Logan County, Ohio which affects the Property and/or the Subdivision, including, without limitation, the plat of record in Plat Cabinet B, Slides _____, _____ and _____, Recorder's Office, Logan County, Ohio.
- (y) **Private Streets.** Those roadways constructed for the purpose of private ingress and egress to and from the Property and the Lots in the Subdivision by Owners, but not to the general

public. The Private Streets may be used by all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel and all similar persons, and by the local governmental authorities and the Association (but not the general public) in accordance with the Rules. All Private Streets shall be designed in accordance with the Subdivision Regulations of Logan County, Ohio. All Private Streets shall also be Common Areas and/or Common Facilities for purposes of this Declaration.

(z) **Property.** All land described in Section (A) of the Background Information of this Declaration, together with all Improvements thereto.

(aa) **Review Committee.** A committee comprised of no less than three (3) individuals appointed by the Board to perform those tasks set forth in Article VI herein. If the Board fails to appoint a Review Committee, the Board shall act as the Review Committee. The Board may replace any existing member of the Review Committee or appoint additional Review Committee members.

(bb) **Review Committee Guidelines.** Those guidelines adopted by the Review Committee for purposes of facilitating the development of the Subdivision and for reviewing and approving the Plans and Specifications. The Review Committee Guidelines may be amended, modified, revoked or replaced from time to time by the Review Committee. A copy of the Review Committee Guidelines as of the date of this Declaration is attached hereto as **Exhibit C** and incorporated herein.

(cc) **Rules.** This Declaration, the Code of Regulations, the Review Committee Guidelines and any and all bylaws, procedures, rules, regulations, policies or lists adopted by the Association.

(dd) **Slip.** That area between a Dock and a seawall, a Boat well, generally, or any other area designated by the Declarant or the Board to be used for the purpose of docking, anchoring or mooring one or more Boats.

(ee) **Structure.** Anything built, placed upon or constructed upon a Lot, including, without limitation, a Dwelling Unit, a Dock, a Slip cover and/or a party deck.

(ff) **Subdivision.** "*Longview Cove at Indian Lake*" which consists of the Property.

ARTICLE II

The Development

Section 1. **Property Subject to this Declaration.** The Property, each portion thereof, and all Improvements thereon, shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

Section 2. **Addition of Property.** From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and after each subsection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property

to this Declaration.

ARTICLE III **The Association**

Section 1. **Identification and Formation.** The name of the Association is the “*Longview Cove Homeowners Association Inc.*” The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

Section 2. **Membership.** Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership interest per Lot owned. In the event an Owner consists of more than one (1) person, such persons collectively shall have one (1) membership interest in the Association in common.

Section 3. **Governance.** In accordance with the Association Documents, the Association shall be governed by a Board, consisting of three (3) persons.

Section 4. **Voting Rights.** Voting Rights of Members shall be as provided in the Code of Regulations.

Section 5. **Transfer Fee.** The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

Section 6. **Power; Authority; Duties.** The Association shall have all the rights, powers, and duties established, invested, or imposed in the Rules, and the laws of the State of Ohio applicable with respect to Ohio nonprofit corporations.

Section 7. **Specific Powers.** Among other things, the Association shall have the following specific powers:

- (a) Enforce the provisions of this Declaration;
- (b) Acquire, encumber, and convey or otherwise transfer real and personal property, including, without limitation, Common Areas and Common Facilities; provided, however, Lots 54, 55 and 56 cannot be conveyed or transferred except to the State of Ohio and Lot 57 may only be conveyed or transferred by dedication to the use of the public.
- (c) Hold title to, manage, maintain, repair and replace all Common Areas and Common Facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and Common Facilities;
- (d) Grant easements or licenses where necessary for utilities and other service facilities over,

on and across the Common Areas and Common Facilities and within platted easements across Lots;

- (e) Levy and collect Assessments from the Owners and enforce payment of Assessments;
- (f) Pay all taxes and Special Assessments that would be a lien upon the Common Areas and Common Facilities, and discharge any lien or encumbrance levied against any project or the Common Areas and Common Facilities;
- (g) Pay for reconstruction of any portion of the Common Areas, Common Facilities and Improvements damaged or destroyed;
- (h) Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;
- (i) Make and enforce reasonable rules and regulations governing the use of the Property and enforcement of this Declaration, which shall be consistent with this Declaration and the Association Documents. The Board shall have the power to impose sanctions on Owners for violations of the Rules, including without limitation: (i) reasonable monetary fines which shall be considered Individual Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right to use the Common Areas and Common Facilities. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be an Individual Assessment against such Owner's Lot;
- (j) Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and
- (k) Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

Section 8. Delegation of Duties. In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the delegate of any such duty, power or function so delegated.

ARTICLE IV **Assessments**

Section 1. Covenants for Assessments. Each person, group of persons, or entity who becomes an Owner, whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association the following Assessments: (i) Annual Assessments; (ii) Individual Assessments; and (iii) Special Assessments. The Assessments shall be fixed, established and

collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorneys' fees) as hereinafter provide shall be a charge on the Lot of such Owner and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Annual Assessments. The Board shall adopt and amend an annual budget for revenues and expenditures it expects the Association to incur annually for the maintenance, operation and management of the Association, and shall assess each Owner an Annual Assessment equal to such estimated expenses divided by the total number of Lots. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments. The Annual Assessments may be billed in advance on a monthly, quarterly or annual basis, as determined by the Board.

Section 3. Individual Assessments. In the event an Owner shall fail to maintain the Lot and the Improvements situated thereon in a manner satisfactory to the Board, and such maintenance is not that which is to be provided by the Association and paid for as part of the Annual Assessment, after approval by two-thirds (2/3) vote of the Board, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the Improvements thereon, including without limitations, irrigation facilities and systems, Docks, seawalls, private beaches and exterior lighting. The cost of such maintenance and repair (including charges incurred by the Association for attorneys' fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be levied against such Lot as an Individual Assessment and such Individual Assessment shall be added to and become part of the total Assessment to which such Lot is subject. Additionally, the Board may levy an Individual Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or who suffers or permits his/her family members, guests, invitees or tenants to violate the Rules.

Section 4. Special Assessments. The Board may levy against any Lot a Special Assessment to pay for capital expenditures, including the cost of any construction, reconstruction, unexpected repair or replacement of any capital improvement located in, on or under the Common Areas or Common Facilities, or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of any reserve fund; provided that any Special Assessment shall have the assent of fifty-one percent (51%) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting of the Members.

Section 5. Commencement of Assessments. All Lots shall be subject to Annual Assessments commencing on the first day following the conveyance of the Lot to an Owner other than Declarant or a Builder, unless the Builder intends to use the Lot as a model home site or retain the Lot for his personal use. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable as a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board to periodically fix the amount of the Assessments against each Lot for such assessment period and the Board shall make reasonable efforts to fix the amount of the Assessment

against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year, Individual Assessments and Special Assessments shall become a lien at the time designated by the Board. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

Section 6. Assessment of Declarant. Notwithstanding any provision of this Declaration or the Associated Documents, the Declarant, while an Owner, shall not be required to pay Assessments, and any calculation of Assessments shall not include the Lots owned by Declarant in the total number of Owners to which the Assessment in question will be applied.

Section 7. Assessment Certificates. The Association shall upon request furnish to the Owner liable for the Assessment, within a reasonable period of time following such request, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed Ten and 00/100 Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Allocation of Assessments Received. The Association shall credit any amount it receives from an Owner pursuant to this Article IV in the following order:

- (a) To interest owed to the Association;
- (b) To administrative late fees or enforcement Assessments owed to the Association;
- (c) To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the Assessment;
- (c) To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

Section 9. Nonpayment of Assessments.

- (a) **Interest; Late Charge.** If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, and the Board may collect an administrative collection charge in an amount to be established from time to time by the Board.
- (b) **Liability for Unpaid Assessments.** Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including attorneys' fees and court costs shall become the personal obligation of each Owner beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner personally obligated to pay any delinquent Assessment. An Owner's personal obligation for a Lot's delinquent

Assessments shall also be the personal obligation of his heirs, successors or assigns in title who acquire an interest after any Assessment becomes due and payable and the Owner and his heirs, successor or assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

(c) Use of Common Areas and Common Facilities; Vote on Association Matters. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's privileges to use the Common Areas and Common Facilities, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid. Further, the voting rights of an Owner delinquent in the payment of Assessments shall be suspended in accordance with the Code of Regulations.

Section 10. Notice of Assessments and Hearing.

(a) Notice. Prior to imposing a charge for damages or an enforcement Assessment pursuant to this Article IV, the Board shall give the Owner a written notice that includes all of the following:

- (i) A description of the property damage or violation;
- (ii) The amount of the proposed charge or Assessment;
- (iii) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
- (iv) A statement setting forth the procedures to request a hearing;
- (v) A reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

(b) Hearing. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10) day after receiving the notice this Article IV requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement Assessment pursuant to this Article IV. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this Article IV, Section 10. Within thirty (30) days following a hearing at which the Board imposes a charge or Assessment, the Association shall deliver a written notice of the charge or Assessment to the Owner. Any written notice that this Section 10 requires shall be delivered to the Owner or any Occupant by personal delivery, by certified mail, return receipt requested, or by regular mail.

ARTICLE V

Insurance

Section 1. Insurance.

(a) The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all portion(s) of the Common Areas and Common Facilities in an amount as is commonly required by prudent institutional mortgage investors. The Association shall also obtain and maintain adequate officers' and directors' liability insurance. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

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

(c) In the event of damage or destruction of any portion of the Common Areas and Common Facilities, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Article IV, Section 4 to cover the additional costs.

ARTICLE VI

Design Review

Section 1. Review Committee. Except as otherwise provided herein, no Improvements shall be commenced, erected, or maintained upon the Common Areas or Common Facilities or any Lot, nor shall any exterior addition to or change or alteration in a Dwelling Unit or Improvement 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 Review Committee, in accordance with this Declaration and the Review Committee Guidelines.

Section 2. Review Committee Guidelines. In order to facilitate the development and continued harmony of the Subdivision, the Review Committee Guidelines have been adopted by the Review Committee for purposes of reviewing and approving the Plans and Specifications. In addition to the Review Committee Guidelines, the Association and/or the Review Committee may provide one or more lists of builders, vendors, service providers and materials (brands, styles, etc.) that are approved for use and incorporation in the final Plans and Specifications. The Review Committee has the right to approve or disapprove any proposed builder, vendor, service provider or materials that it deems, in its sole discretion, to be inconsistent with the quality and integrity of the overall design goals of the Subdivision.

Section 3. Submission of Plans and Specifications. No Improvements shall be commenced,

constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Improvements on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless Plans and Specifications have been submitted to and approved in writing by the Review Committee, in accordance with this Declaration and the Review Committee Guidelines.

Prior to the submission of any Plans and Specifications for any Improvements, the Review Committee may require, and any applicant may submit for tentative approval by the Review Committee, schematic or preliminary Plans and Specifications for any phase or state thereof. Upon submission of the Plans and Specifications, the Review Committee shall either: (i) approve the Plans and Specifications; (ii) disapprove them; or (iii) approve them with conditions or qualifications as set forth in Article VI, Section 5 below.

Section 4. **Approval of Plans and Specifications.** The Review Committee shall approve the Plans and Specifications submitted to it with respect to any Lot if it finds that they comply with the requirements of this Article VI and any Review Committee Guidelines, and will further the purposes outlined in this Declaration. Upon final approval thereof, a certified copy of the detailed Plans and Specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Review Committee shall be returned to the applicant. Approval by the Review Committee of Plans and Specifications with respect to any Lot shall not impair the Review Committee's right subsequently to approve a requested amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article VI). The Review Committee's approval of any Plans and Specifications shall not constitute a representation or warranty as to the quality of the Plans and Specifications or their compliance with applicable laws and codes.

Section 5. **Disapproval of Plans and Specifications.** If the Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Review Committee with respect to any Lot do not comply with the requirements of this Article VI, this Declaration or the Review Committee Guidelines, the Review Committee shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Review Committee may deem necessary to achieve compliance. The applicant shall provide the Review Committee written confirmation that the conditions have been satisfied. Upon receipt of such notice, the Review Committee shall render its decision in accordance with this Article VI.

Section 6. **Failure of the Review Committee to Act.** If the Review Committee shall fail to act upon any Plans and Specifications submitted to it within sixty (60) days after submission thereof, such Plans and Specifications shall be deemed to have been approved as submitted, and no further action by the Review Committee shall be required. If construction of a Dwelling Unit is not commenced on a Lot on or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 7. **Violations.** If any Improvement situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved Plans and Specifications, the Review Committee shall give notice of a default to the Owner of the Lot involved, provided, however, that the Review Committee may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the Rules. The Board shall have the right to require the removal of any Improvement that violates the Rules, the cost of which shall be borne by the Owner.

Section 8. **Enforcement.** In the event of a violation of the provisions of this Article VI, the Association shall have the right to enforce this Article VI by any proceedings authorized in the Rules, as well as any other relief available at law or in equity.

Section 9. **Right of Entry.** The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Improvement thereon is in compliance with the provisions of this Article VI, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 10. **Fees.** Unless expressly waived in writing by the Board, each Owner shall be required to pay an initial fee deposit (the "***Deposit***") at the time the Lot is purchased by an Owner, when the Owner is not a Builder, unless the Builder intends to use the Lot as a model home site or retain the Lot for his personal use. The amount of the Deposit shall be established and modified from time to time by the Board. As of the date of this Declaration, the Deposit shall be Three Thousand Five Hundred and 00/100 Dollars (\$3,500). The Deposit shall be applied to any fees incurred under this Declaration, including, without limitations, this Section 10. The Board may charge reasonable fees for provision of any of those services provide for under this Declaration, including, without limitation, the processing and review of Plans and Specifications, and for the provision of any other services the Board deems reasonably necessary to insure consistency in the development of the Subdivision. The fees will be used for processing and reviewing the Plans and Specifications, inspection costs, professional fees and other costs incurred by the Association, the Board or the Review Committee. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association. Upon approval of the Plans and Specifications and upon payment of all fees set forth in this Declaration, any unused Deposit shall be returned to the Owner within a reasonable amount of time. Any fees in excess of the Deposit shall be the responsibility of the Owner.

Section 11. **Designated Party for Plans and Specifications.** The Board may designate at its discretion one or more parties to be used by the Members for the preparation and submission of all or some of the Plans and Specifications in accordance with this Declaration.

ARTICLE VII

Covenants, Conditions and Restrictions of Use and Occupancy

Section 1. **Purposes.** In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Improvements thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots, shall run with the land, be binding on current and successor Owners, for the benefit of all Owners and all Lots.

Section 2. **Land Use.** Except as otherwise provided in this Declaration, no part of the Property other than Common Areas and Common Facilities shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. Only one (1) Dwelling Unit, with a private garage for no fewer than two (2) cars attached to the Dwelling Unit, shall be permitted to be constructed and to remain on each Lot. Unless otherwise approved in writing, a Dwelling Units shall not exceed two and one-half (2 ½) stories in height and shall have a minimum first floor size of 1,675 square feet. The minimum roof pitch for any single family detached home in the

Subdivision shall be 8 vertical to 12 horizontal (8:12).

To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

Section 3. Leases. An Owner shall only lease a Lot for a period not less than twelve (12) months in duration, one (1) lease per calendar year and said lease shall be subject to the Rules. Furthermore, the Board may designate a mandatory leasing agent to be used for any and all leases.

Section 4. Location of Dwelling Unit and Retaining Walls; Surveyors. The location of each Dwelling Unit and retaining walls from one Lot to the next are vital to the overall development of the Subdivision. Accordingly, the Board may designate one or more preferred surveyors, for the sake of consistency, to locate and stake the footprint of the Dwelling Unit and to locate and confirm the correct elevation of the retaining walls on each Lot in accordance with the Plans and Specifications approved in Article VI above. The Owner shall cause a Board preferred surveyor or a surveyor of Owner's choice to locate and stake the footprint of the Dwelling Unit and to locate and confirm the correct elevation of the retaining walls on the Lot in accordance with the Plans and Specifications approved in Article VI above; provided, however, if Owner chooses to use its own surveyor, Owner must pay a fee for the Board's surveyor to review the work of the Owner's surveyor. The Owner shall pay for the Board's surveyor's services as a fee under Article VI, Section 10.

Section 5. Foundation Walls. The foundation walls of a Dwelling Unit shall be poured concrete and not more than twenty-four (24) inches above the final grade shall be exposed. All other areas of the foundation wall which exceeds the twenty-four (24) inches must be covered with a brick, stone or siding veneer and may not be exposed in any way. As set forth in this Article, Section 10 below, the foundation walls must provide for nine (9) foot poured walls.

Section 6. Other Improvements. No Improvements of a temporary character, trailer, or other temporary outbuilding shall be used or erected on any Lot after the Dwelling Unit on each Lot has been completed, except for children's and marquee tents, which may be erected for no more than three (3) consecutive days. No Improvements may be placed on any Lot without the Review Committee's prior written approval, as provided in Article VI above. Storage sheds of any type are not allowed; provided, however, dock boxes, approved in advance by the Review Committee, are allowed. No Improvements or similar item(s) are allowed in dedicated utility easements.

Section 7. Driveways. All driveways shall be surfaced with stamped concrete, brick, or stone pavers. All driveways must be located in the area specified and approved by the Review Committee and/or as set forth on any Plat.

Section 8. Boats, Docks, Slips, Covers, Lifts, and Party Decks.

- (a) **Boats.** Each Lot may have a maximum of two (2) Boats. No single Boat can exceed thirty (30) feet in length. No Boat may be docked, anchored or moored outside of a Slip, except

for a temporary purpose that does not exceed twenty-four (24) hours and does not interfere with the use of the adjacent waterway.

(b) **Docks.** Each Lot will share a Dock with an adjacent Lot. The Association has provided electrical conduit to each Dock and said electrical conduit shall be the only electrical source available to each Dock. The Association shall repair and maintain the Docks and the electrical conduit thereto, with said cost being paid as part of the Annual Assessments and, if necessary, as an Individual Assessment. Docks commonly known as "floating docks" are permitted for use with wave runners and jet skis; provided, however, the installation of any floating Dock, as an Improvement, must be preapproved in writing by the Board.

(c) **Slips.** Each Lot shall have to one (1) Slip for the parking, docking, anchoring and/or mooring of Boats. Each Slip will share a Dock with an adjacent Lot.

(d) **Covers and Lifts.** The Board's prior written approval is required for the installation of any and all Boat covers and lifts. Any Boat requiring a lift shall only be lifted by a lift in the form and manner approved in writing by the Board prior to installation. The Board reserves the right, in its sole discretion, to specify and require the make and model of such lift(s). All Boat lifts must be located within the Lot's designated Slip. Boat covers or lifts removed for winter storage may not be stored on the Lot, unless located inside the Dwelling Unit, not visible to the public. The cost of any Boat lift shall be the sole responsibility of the Owner.

(e) **Party Deck.** A party deck is any deck that covers a Slip. The Board's prior written approval is required for the installation of any and all party decks. The Board must approve in writing the design and installation of any party deck and may charge a fee for its services.

The Board's approval of any Dock, cover, lift, or party deck under this Section 8 shall not constitute a representation or warranty as to the quality of the item or compliance with applicable laws and codes.

Section 9. **Beaches.** The Subdivision will include one or more beaches, common and private, each of which shall be maintained by the Association and such maintenance shall be paid for as part of the Annual Assessment; provided, however, each Lot may be subject to an Individual Assessment for additional and/or unexpected maintenance for the private beach located thereon. The Association may establish reasonable time and usage restrictions for the beaches.

Section 10. **Walk-out Basements.** Each Dwelling Unit shall include a walk-out basement with nine (9) foot poured walls.

Section 11. **Water Irrigation, Agitation and Discharge.**

(a) **Irrigation.** All irrigation facilities and systems, including lines and pumps, shall be installed in accordance with the approved Plans and Specifications. The Association shall be solely and exclusively responsible for the operation and maintenance of the irrigation facilities and systems, including, without limitation, the timing of all irrigation activities. The repair and maintenance of irrigation facilities and systems shall be paid as an Individual Assessment to each respective Lot. The irrigation facilities and systems shall be metered to and all electrical charges paid for by the respective Owner(s) of each Lot.

(b) **Agitation.** The Association will provide agitators to be placed in the adjacent waterways of the Development to keep the waters circulating. The agitators, and any associated pumps, will be removed each winter, and returned to the adjacent waterways of the Development each spring by the Association. Each Owner is responsible for the cost of the agitator or any replacements associated with their Lot. The agitators shall be metered to and all electrical charges paid for by the respective Owner(s) of each Lot. There shall be no attempts by Owners to prevent freezing of waterways adjacent to or abutting a Lot, including agitation of the water.

(c) **Discharge.** All waters, including storm, runoff and irrigation, must be disposed of in accordance with drainage plans established by Declarant, the Association, or the appropriate governmental authorities (including a tie in to the drainage and discharge tile provided by the Declarant). Rerouting or disconnecting of previously approved and installed irrigation or water discharge lines or tiles is prohibited. The irrigation facilities and systems shall tie into and discharge through the tile provided by Declarant into the adjacent waterways of the Development to provide additional water circulation.

Section 12. **Exterior Carpeting.** No exterior carpeting shall be allowed on any area of a Lot, including, without limitation, a Dock, if it is visible from the street.

Section 13. **Exterior Lighting.** The Association shall be responsible for the purchase, installation and maintenance (including bulb replacement) of all exterior lighting (street or otherwise) to ensure uniformity in the Subdivision. The Association shall provide and install all exterior light posts within the Subdivision to maintain the uniform appearance throughout. Each Owner and/or Builder shall be responsible, in the form of an Individual Assessment, for the cost associated with the Association's purchase and installation of any light post located on their Lot. General lighting maintenance shall be included as part of the Annual Assessment; provided, however, each Lot may be subject to an Individual Assessment for any repair and maintenance cost in excess of that amount included as part of the Annual Assessment. Mercury vapor yard lights in excess of fifty (50) watts are prohibited, except for light posts installed in a right-of-way by Declarant, the Association, a utility company, or governmental entity. The bulb wattage restrictions of this Section shall not apply to Dwelling Units used by Declarant and/or any Builder as model homes and/or sales offices.

Section 14. **Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started and the disturbed yard area of the Lot must be sodded by the Builder or Lot Owner as set forth in this Article VII.

Section 15. **Parking Restrictions and Private Street Usage.** Unless provided otherwise, no trailer, truck, commercial vehicle, bus, boat, or anything other than operative automobiles, motorcycles or scooters shall be parked or stored on any Lot or any part of the Common Areas or Common Facilities for a period in excess of forty eight (48) consecutive hours or more than a total of ninety six (96) hours during any given year. Any such vehicles may, however, be stored or parked in an enclosed garage provided such garage door is completely closed at all times when such a vehicle is parked therein and the garage complies with all other provisions hereof. The word "trailer" shall include a trailer coach, "RV" – recreational vehicle, house trailer, mobile home, automobile trailer, Boat trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of automobiles, Boats, personal watercraft, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger

cars and other than any non-commercial pick-up truck (no ladder racks, advertising, etc.) or van which is used as a principal vehicle or readily used on an ongoing basis by an Owner or Occupant. Notwithstanding the restrictions in this Section 15, vehicles being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and Private Street on the Property during working hours, but shall not be permitted to be parked overnight. The Association has the right to create and enforce additional restrictions relative to parking and Private Street usage, including, without limitation, reasonable time and usage restrictions; provided, however, the Association shall not restrict ingress and egress access to any Lot.

Section 16. Nuisances. No offensive odors or unsightly nuisances are permitted on any Lot which may be construed to be detrimental to the neighborhood. No vehicular maintenance or repair of any type shall be performed on the public or Private Street or on private driveway, except that any Owner may perform minor maintenance or repair of his/her vehicle provided such maintenance or repair of said vehicle does not exceed a period of eight (8) consecutive hours. No Owner shall permit anything to be done or kept in a Dwelling Unit or other approved structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Areas.

Section 17. Garbage and Refuse Disposal; Trash Cans. Except for the immediate purpose of trash and garbage collection and removal, trash, garbage, or other waste shall not be kept upon a Lot except in sanitary containers screened from visibility from the streets and drives of the Property. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. To insure uniformity in the Subdivision, trash cans shall be provided by the Association at the cost and expense of the Owner. Trash cans should be placed by the curb by the Owner no earlier than the night prior to the scheduled pickup.

Section 18. Mailboxes. Mailboxes will be in a grouping at the entrance of the Subdivision. The maintenance of the mailboxes will be the responsibility of the Association which cost will be part of the Annual Assessment.

Section 19. Antennas. No radio or television antennas shall be installed which are visible from the street. Satellite receiving dishes not exceeding twenty-four (24) inches in diameter are allowed. Compliant satellite dishes shall be installed as free standing or on the rear exterior of the Dwelling Unit and shall not be visible from the street or located elsewhere on any Lot unless the location has been approved in writing by the Review Committee.

Section 20. Signs. No permanent or temporary sign shall be permitted on any Lot or building on the Property. An Owner of a Dwelling Unit is permitted to place and maintain a "For Sale" sign on his Lot; provided, however the Owner must lease the sign from the Board for a reasonable rental fee established by the Board. This sign restriction shall not apply to signs used by Declarant while Declarant is selling Lots in the Subdivision, or to traffic, street names, Common Areas or Common Facility or Subdivision identification signs. Standard "Realtor" for sale signs are not permitted; however, approved signs may be placed in a designated portion of the Common Areas, provided it is only visible from 6:00 P.M. on Fridays through 6:00 P.M. on Sundays. The Common Area(s) for the placement of for sale signs shall be approved in advance by the Board.

Section 21. Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Areas, except that three (3) household pets may be kept on a Lot, subject to the Rules, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to

the Rules, if any, of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. An Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate Rules pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

Section 22. Prohibited Activities. Except as otherwise provided in the Rules, if any, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

Section 23. Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No clotheslines shall be located on any Lot.

Section 24. Swimming Pools and Hot Tubs. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. The definition of "above-ground swimming pools" shall not include portable wading pools, not more than one (1) foot in height, for use by small children. In-ground swimming pools are permitted provided it is approved by the Review Committee in accordance with Article VI above. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs are allowed provided the fencing around the immediate vicinity of the hot tub is the minimum size and shape to conform to the governing rules and regulations. This fencing shall not be chain link and shall be of a color and texture to blend in with the exterior of the Dwelling Unit. Hot tubs may only be installed in the portion of the yard not visible from the street or drive shared by all Owners.

Section 25. Fencing. Except as specifically set forth herein, no fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose shall be erected or built on any part of any Lot. Fences erected on a Lot to specifically surround a hot tub or mini-pool with water shall be the minimum height as required for such purpose as mandated by a Government entity, and shall be of decorative PVC, ornamental iron or decorative wood; provided however, that all fences constructed of the aforesaid materials shall be only used to enclose the minimum area around the tub and shall not, by any means, be a reason or source to enclose the majority of or the entire yard. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar material shall be prohibited. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to the side street at any point than the Dwelling Unit on said Lot. Notwithstanding the foregoing, no fencing (including invisible dog-type fencing) or walls shall be permitted on any part of the Common Areas, with the exception of those installed by Declarant or any other Builder, without the prior written consent of the Association. No such item shall be constructed in a public utility easement. The only other fencing allowed shall be that as built and supplied by the Declarant to be located in landscape or specific easement areas. These fences shall be owned and maintained by the Association. Retaining walls required for erosion control purposes shall be installed and maintained by the Association.

Section 26. Miscellaneous Items. Swing sets, dog houses, basketball hoops, soccer nets, play areas, gazebos, pool houses, cabanas and casitas and alike are not allowed on Lots nor in rights of way.

Section 27. Sodding, Seeding and Strawing. Upon completion of construction, the Owner or the Builder is required to sod all disturbed earth portions of the Lot, other than the planted bedding areas, not later than two (2) weeks after completion of construction, unless completion of construction occurs in the months of October through February, then within (3) months of completion of construction. Seeding and strawing is only allowed to patch previously sodded areas. The Board may provide the Members a list of approved sod providers to insure and maintain the harmony of the natural environment of the Subdivision.

Section 28. Landscaping and Lawn Care. Unless otherwise provided in writing by the Association, only that landscaping approved as part of the Plans and Specifications of each Lot shall be allowed. Each landscaping plan shall include and provided for an initial minimum landscaping budget as established by the Board. Additionally, the Board shall establish a minimum and maximum area, based on square footage, to be landscaped. After the initial landscaping is installed, all landscaping and lawn care shall be provided solely and exclusively by the Association, including, without limitation, mowing, mulching, flower planting, bush and tree trimming, and weed control; provided, however, each Member is encouraged to beautify their established and approved landscaping with additional plants, trees and seasonal vegetation so long as such additional landscaping is preapproved in writing by the Association, the Board or its designated committee. If any Lot exceeds the established maximum square footage for landscaping included as part of the Annual Assessment, the Association will maintain the additional landscaping and the Owner shall pay for such additional maintenance through an Individual Assessment. The Association will provide regular mowing and landscape maintenance service to maintain a uniform landscape throughout the Subdivision. Strict compliance with this Section 28 is vital to maintaining the harmony of the natural environment of the Subdivision.

Section 29. Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

Section 30. Holiday Lights. Holiday-type lights shall be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after the subject holiday.

Section 31. Obligation to Keep Improvements in Good Condition. Each Lot Owner or Occupant shall keep all Improvements located on his Lot in good condition and repair, including, without limitation, any irrigation system on said Lot; provided, however, that the Association shall be responsible for the maintenance and repair of any retaining walls and seawalls. If any repairs performed by the Association are due to the negligent, reckless or intentionally acts of the Owner, or its occupant or invitee, the cost may be assessed to the Lot and the Owner, personally, as an Individual Assessment.

Section 32. Obstruction of Easement Areas. No structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all Improvements in the easement area shall be maintained by the Owner of the Lot except for those Improvements for which a public authority or utility company is responsible.

Section 33. **Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas and Common Facilities or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant or a Builder from construction activities consistent with its residential construction practices.

Section 34. **Compliance With Zoning Requirements.** Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, and Township in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legal or unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or the Association, such that this Declaration requires compliance with the obligation as affected by such change or modification.

Section 35. **Building Setbacks.** No building shall be located nearer to any street than the building setback line shown on the Plat. The setback areas designated on the Plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification; provided such items are otherwise permitted herein, and comply with the provisions hereof.

Section 36. **Grading and Drainage.** Without the prior written consent of the Association, no construction or other Improvements shall be made to any Lot if such Improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configuration. Dwelling Units and Lots shall conform to existing grade and drainage patterns as set forth on any grading plan(s) for the Property filed with the appropriate governmental authorities. All downspouts shall tie into the drainage tile provided by the Declarant for each Lot. Final grades at Lot lines as established by Declarant shall not be altered more than one (1) foot without the written consent of Declarant and in no case alter the drainage flow of storm water as previously established.

Section 37. **Variances.** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Board shall have the authority to grant reasonable variances from the provisions of this Article VII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Subdivision. No variance granted pursuant to this Section shall constitute a waiver of any provision of the Rules as applied to any other Owner or Occupant, or any other part of the Property.

ARTICLE VIII

Easements and Licenses

Section 1. **Easement of Access and Enjoyment Over Common Areas and Common Facilities.** J. David Duff, William A. Simms Jr., Mike Simms, Declarant and every Owner shall have a right and

easement (in common with all other Owners) of enjoyment in, over, and upon the Common Areas and Common Facilities, and a right of access, ingress and egress, for such party's Lot, which rights shall be appurtenant to, and shall pass with the title to such party's Lot, subject to the terms and limitations set forth in this Declaration, and subject to the Rules; provided, however, J. David Duff's, William A. Simms Jr.'s, Mike Simms' and Declarant's rights granted in this Section 1 shall exist in perpetuity regardless of ownership of any Lot(s) and said rights shall survive the execution of this Declaration or the transfer of any Lots thereafter, notwithstanding any doctrine of merger applicable to the delivery of deeds and the conveyance of any Lot(s). J. David Duff, William A. Simms Jr., Mike Simms, Declarant and any Owner may delegate his/her rights of access and enjoyment to members, family members, guests, invitees and Occupants. The rights granted herein of access for ingress and egress to any Lot of Declarant or an Owner or Occupant shall not be restricted. All such easements are limited by such restrictions as may apply to the Common Areas and Common Facilities affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Areas and Common Facilities which are not permitted according to these restrictions, pursuant to the provisions of any applicable Plat or under agreements with any governmental entities or other third parties.

Section 2. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

Section 3. Easement for Utilities and Other Purposes. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and as described in this Declaration. Declarant reserves the right to establish certain easements and to identify certain easement areas establishing a mandatory entry point at each Dwelling Unit for the provision of utility services, including, without limitation, gas, electric, phone and cable. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Board or Declarant also may convey additional easements over the Common Areas to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

Declarant shall have the absolute right within: (i) areas designated as drainage courses on any Plat; (ii)

all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost.

The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his Lot to the detriment of adjoining Lots or Common Areas and Common Facilities, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

Section 4. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel and all similar persons, and to the local governmental authorities and the Association (but not to the general public) to enter upon the Common Areas and Common Facilities to perform their duties.

Section 5. Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the Private Streets, detention areas and easements in part or in full.

ARTICLE IX

Maintenance Standards

Section 1. Adoption and Amendment. The Declarant, and the Board after the Declarant no longer owns a Lot, shall have the right to adopt, and may from time to time amend, those standards (the "***Maintenance Standards***") pertaining to the maintenance, repair and appearance of all Lots and all Improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

- (a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Areas and Common Facilities and all Improvements thereon;
- (b) the Association shall be responsible for the cost of snow removal for all driveways, sidewalks and service walks located in the Common Areas when snow is in excess of four (4)

inches, mowing, edging and fertilization of all grass on not only the Common Areas, but the individual Lots as well (excepting any grass which is fenced in, as more particularly provided below);

(c) each Owner shall maintain, repair and replace at his expense all portions of the Common Areas and Common Facilities which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner;

(d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

(f) except as otherwise provided herein, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Improvement located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

Section 2. **Obligation to Keep Premises in Good Repair.** Each Owner during his/her period of ownership and, during his/her tenancy, each Occupant leasing a Lot, shall keep each Lot, Dwelling Unit and all Improvements thereon owned or leased by said Occupant in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

Section 3. **Periodic Inspection.** Periodically as needed, subject to the provisions of Article IX, Section 4 below, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Improvements thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

Section 4. **Right of Entry.** The Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times for the purpose of maintaining the yard, removal of snow and in order to make any other inspections required by this Section without the Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall

have the right to enter upon the Common Areas and Common Facilities or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

Section 5. Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a default, in which event the Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in the Rules.

ARTICLE X

Miscellaneous

Section 1. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a majority of the Members.

Section 2. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity or both by the Declarant, by any Owner, by the Association, and by Richland Township (the "**Township**"), and their respective heirs, successors and assigns (each such party shall herein be referred to as an "**Enforcing Party**"), against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Enforcement of these restrictions by any Enforcing Party may proceed at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any Enforcing Party prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding. In the event that the Association fails to adequately maintain the Common Areas and Common Facilities, the Township may, after giving written notice to the Association, undertake to maintain the Common Areas and Common Facilities and shall have the right to levy and collect assessments from the Owners for each Owner's pro rata share of the expenses incurred by the Township in performing all such maintenance. In addition, the duly authorized agents, officers, contractors, and employees of the Association (if formed) and/or the Township shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities designated on the Plat as Private Streets, landscape buffers, conservation easements, reserve areas, detention or retention ponds and the like, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. BY ACCEPTING A DEED TO A LOT, EACH OWNER IS DEEMED TO WAIVE THE DEFENSES OF LACHES, ESTOPPEL AND STATUTE OF LIMITATION IN CONNECTION WITH THE ENFORCEMENT OF THIS DECLARATION OR THE

RULES.

Section 3. Amendments. Until such time as Declarant no longer continues to own any Lots at the Property, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. No amendment may remove, revoke, or modify any right or privilege of Declarant, J. David Duff, William A. Simms Jr., or Mike Simms without the written consent of said parties or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

Section 4. Declarant's Right to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of the Property; (b) construct or alter Improvements on any portion of the Property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any portion of the Property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets (private or public), paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any portion of the Property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Areas or any portion of the Property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any portion of the Property; or (ii) require Declarant to seek or obtain the approval of the Association for any such activity or Improvement on any Common Areas or any portion of the Property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 5. Declarant's Rights to Replat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any Plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

Section 6. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written

request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

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

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

Section 7. Indemnification. The Association shall indemnify every person who is or has been a trustee, director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors, and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee, director, officer, employee, or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) with regard to any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association, unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Nothing contained in this Article X, Section 7, or elsewhere in Association Documents, shall operate to indemnify any trustee, director, officer agent or employee of the Association if such indemnification is for any reason contrary to any applicable state or federal law.

Section 8. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

Section 9. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

Section 10. **Notices.** Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

This Declaration was executed by the Declarant effective as of the date first set forth above.

LONGVIEW COVE GROUP LLC
an Ohio limited liability company

By: _____
J. David Duff, Member

STATE OF OHIO, COUNTY OF LOGAN, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by J. David Duff, Member of Longview Cove Group LLC, an Ohio limited liability company, for and on behalf of said company.

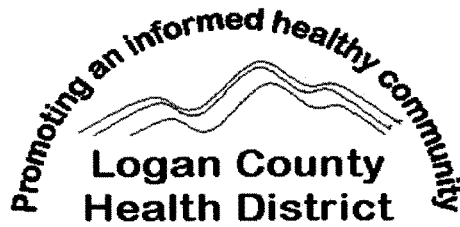
Notary Public



- Legend**
- Roads
 - Road Type
 - US Route
 - State Route
 - County Road
 - Township Road
 - Incorporated Road
 - 100-year-floodplain

100 Year Flood Plain Map Longview Cove Subdivision





310 S. Main St. • Bellefontaine, OH 43311
PH: 937.592.9040 • FX: 937.592.6746

March 7, 2011

LUC Regional Planning Commission
East Liberty, OH

To Whom It May Concern:

Drawings of Longview Cove well locations submitted to this office on March 4, 2011 appear to demonstrate that each lot has a location for a private well. We will also have something in place that advises buyers of these locations at the time of sale of lots.

Please do not hesitate to contact me for further information.

Sincerely

A handwritten signature in black ink, reading "Craig D. Kauffman". The signature is fluid and cursive, with the first name "Craig" being more prominent.

Craig D Kauffman, RS
Environmental Health Director

TRANSFERRED ☐ 10/20/09
 ORC 319.54 FEE P.O. 581.00
 ORC 322.02 FEE P.O. 581.00
 EXEMPT
 AUDITOR OF LOGAN COUNTY
 Michael E. Goddard

STATE OF OHIO
 LINDA HANSON
 LOGAN COUNTY RECORDER 7P
 D 2009007378 OR 970/191
 MEH Date 10/20/2009 Time 11:35:28
 Recording Fees: 10.16.09 68.00
 SSM. K. H. H. H.
 MXY

GENERAL WARRANTY DEED

JAMES DAVID DUFF, married, Grantor, for valuable consideration paid, grants with general warranty covenants, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 835, Page 854, Official Records of the Logan County Recorder Volume 918, Page 702

SUBJECT TO all valid and enforceable easements, restrictions and conditions of record and excepting taxes and assessments which are to be prorated between the parties as of the date of this deed.

IN WITNESS WHEREOF, the said James David Duff, married, and Renee L. Duff, wife of James David Duff, who hereby releases her right and expectancy of dower in said premises, acting herein by James David Duff, her attorney-in-fact, duly authorized hereto by a Power of Attorney dated August 25, 1997, and recorded in the Office of the Recorder of Logan County, Ohio, in Official Record Volume 334, Page 955, on August 27, 1997, have hereunto set their hands this 16th day of October, 2009.

James David Duff
 James David Duff

Renee L. Duff
 by James David Duff P.A.
 Renee L. Duff, by James David Duff,
 her Attorney-in-Fact

STATE OF OHIO, LOGAN COUNTY, SS:

On this 16th day of October, 2009, before me, a Notary Public in and for said County, personally appeared James David Duff and Renee L. Duff, by James David Duff, her attorney-in-fact, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Renee L. Duff.

WITNESS my official signature and seal on the day last above mentioned.

Synda J. Brunson
 Notary Public



SYNDA BRUNSON
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES DECEMBER 20, 2010

EXHIBIT "A"

TRACT I:

The following described real estate situated in the State of Ohio, County of Logan, Township of Richland, being in the southeast corner of Virginia Military Survey 13393 and more particularly described as follows:

Beginning at a stone found at the southeast corner of said V.M.S. 13393 in the centerline of County Highway 38.

Thence with the south line of V.M.S. 13393 S. 82 deg. 42' 12" W. 211.89 feet to a point.

Thence N. 1 deg. 43' 42" W. 258.06 feet to a 5/8 inch iron bar set, passing a cap and nail set in the centerline of County Highway 254 at 11.50 feet and a 5/8 inch iron bar set at 41.70 feet.

Thence N. 81 deg. 44' 12" E. 187.47 feet to a 5/8 inch iron bar set in the west line of Judith Jutras' 20.96 acre tract as described in O.R. Vol. 116, Page 396.

Thence with said Jutras' west line and the east line of V.M.S. 13393 S. 7 deg. 10' 00" E. 260.00 feet to the place of beginning, passing a 5/8 inch iron bar set at 217.10 feet and a 1/2 inch iron bar found at 245.00 feet.

Containing 1.184 acres more or less, of which 0.209 acre is in the right-of-way of C.H. 254.

The above described 1.184 acre tract being in the southeast corner of O'Connor Farms Inc.'s 62.00 acre tract as described in D.B. Vol. 353, Page 663.

Bearings are based on an assumed bearing for the east line of V.M.S. 13393 (S. 7 deg. 10' 00" E.) in this field survey by Leslie H. Geeslin, dated September 23, 1992.

Parcel # 36-019-00-00-001.001

TRACT II:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being all of the remainder of the Gina A. Guilliano 17.94 acre tract as deeded and described in Official Record 809, Page 71, Tract I of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection with the center-line of County Highway 254.

THENCE, with the center-line of County Highway 38, N 82°-46'-26"E, a distance of 65.79 feet to a railroad spike found at the TRUE POINT OF BEGINNING.

THENCE, with the east line of the Gina A. Guilliano 3.00 acre tract (O.R. 809, Pg. 71, Tract II), N 6°-52'-00"W, a distance of 1264.66 feet to a 5/8 inch iron rod set, passing a 5/8 inch iron rod set at 30.00 feet.

THENCE, with the lines of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), the following three courses:

N 83°-17'-02"E, a distance of 19.84 feet to a 2 inch iron pipe found.

N 6°-22'-00"W, a distance of 173.80 feet to a 1 inch iron pipe found.

S 83°-15'-35"W, a distance of 21.36 feet to a 5/8 inch iron rod set.

THENCE, with the east line of the said 3.00 acre tract, N 6°-52'-00"W, a distance of 465.52 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, the following two courses:

S 58°-10'-00"E, a distance of 253.42 feet to a 5/8 inch iron rod set.

N 35°-43'-00"E, a distance of 230.01 feet to a 5/8 inch iron rod set.

THENCE, with the west lines of the Patricia Breidenbach 196.98 acre tract (O.R. 168, Pg. 10, Tract IV), the following five courses:

S 6°-08'-43"E, a distance of 824.62 feet to a 5/8 inch iron rod found, passing a 5/8 inch iron rod found at 162.40 feet.

S 62°-33'-49"W, a distance of 85.93 feet to a 5/8 inch iron rod found.

S 6°-21'-32"E, a distance of 356.56 feet to a 5/8 inch iron rod found.

N 83°-52'-43"E, a distance of 63.24 feet to a 5/8 inch iron rod found.

S 7°-32'-33"E, a distance of 700.73 feet to a railroad spike found on the center-line of County Highway 38, passing a 5/8 inch iron rod set at 670.73 feet.

THENCE, with the center-line of County Highway 38, S 82°-46'-26"W, a distance of 330.93 feet to the point of beginning.

Containing 13.414 acres, of which 0.228 acre is within the highway right-of-way.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

PARCEL No.

36-619-00-00-006-001

Description prepared by:

Jeffrey L. Lee
Professional Surveyor 6359
May 24, 2006

TRACT III:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being out of the remainder of the Gina A. Guilliano 3.00 acre tract as deeded and described in Official Record 809, Page 71, Tract II of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254 at the TRUE POINT OF BEGINNING.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the south line of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), N 83°-17'-02"E, a distance of 72.42 feet to a 5/8 inch iron rod set.

THENCE, with the west line of the Gina A. Guilliano original 17.94 acre tract (O.R. 809, Pg. 71, Tract I), S 6°-52'-00"E, a distance of 1264.66 feet to a railroad spike found on the center-line of County Highway 38, passing a 5/8 inch iron rod set at 1234.66 feet.

THENCE, with the center-line of County Highway 38, S 82°-46'-26"W, a distance of 65.79 feet to the point of beginning.

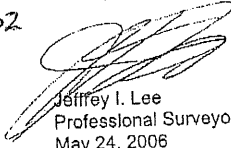
Containing 2.007 acres, of which 0.045 acre is within the highway right-of-way.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

Parcel No.

36-019-00-00-006-002

Description prepared by:


Jeffrey I. Lee
Professional Surveyor 6359
May 24, 2006

TRACT IV:

Lying in Virginia Military Survey 12278-12311, Richland Township, Logan County, Ohio.

Being out of the remainder of the Gina A. Guilliano 3.00 acre tract as deeded and described in Official Record 809, Page 71, Tract II of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the lines of the Gina A. Guilliano 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), the following three courses:

N 83°-17'-02"E, a distance of 92.26 feet to a 2 inch iron pipe found, passing a 5/8 inch iron rod set at 72.42 feet.

N 6°-22'-00"W, a distance of 173.80 feet to a 1 inch iron pipe found.

S 83°-15'-35"W, a distance of 21.36 feet to a 5/8 inch iron rod set at the TRUE POINT OF BEGINNING.

THENCE, with the north line of the said 0.92 acre tract, S 83°-15'-35"W, a distance of 73.33 feet to a 5/8 inch iron rod set on the west line of Virginia Military Survey 12278-12311.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east line of the Gina A. Guilliano original 7.20 acre tract (O.R. 809, Pg. 71, Tract III), N 7°-10'-00"W, a distance of 588.74 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, the following two courses:

S 34°-32'-00"E, a distance of 121.00 feet to a 5/8 inch iron rod set.

S 58°-10'-00"E, a distance of 25.91 feet to a 5/8 inch iron rod set.

THENCE, with the west line of the Gina A. Guilliano original 17.94 acre tract (O.R. 809, Pg. 71, Tract I), S 6°-52'-00"E, a distance of 465.52 feet to the point of beginning.

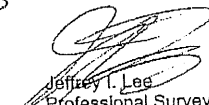
Containing 0.889 acre.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

PARCEL No.

36-019-00-00-006.000

Description prepared by:


Jeffrey I. Lee
Professional Surveyor 6359
May 24, 2006

TRACT V:

D 2009007378

OR 970/196

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being all of the remainder of the Gina A. Guillian 7.20 acre tract as deeded and described in Official Record 809, Page 71, Tract III of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 and the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the north line of the said 62.40 acre tract and the south line of the Gina A. Guillian 0.92 acre tract (O.R. 809, Pg. 71, Tract IV), N 88°-07'-00"W, a distance of 38.11 feet to a point on Wonder's State Line.

THENCE, with Wonder's State Line, N 41°-39'-00"W, a distance of 168.06 feet to a point in the channel at the TRUE POINT OF BEGINNING.

THENCE, with Wonder's State Line, the following two courses:

N 41°-39'-00"W, a distance of 160.07 feet to a 5/8 inch iron rod set.

S 73°-08'-00"W, a distance of 115.07 feet to a 5/8 inch iron rod set.

THENCE, with a tract of unknown ownership, N 88°-55'-00"W, a distance of 165.63 feet to a point in the channel on Wonder's State Line, referenced by a 5/8 inch iron rod set N 21°-36'-54"E, a distance of 12.64 feet.

THENCE, with Wonder's State Line, the following three courses:

N 84°-52'-00"W, a distance of 32.24 feet to a point in the channel, referenced by a 5/8 inch iron rod set N 52°-40'-25"E, a distance of 23.36 feet.

N 46°-46'-06"W, a distance of 173.67 feet to a 5/8 inch iron rod set.

N 34°-07'-00"E, a distance of 273.00 feet to a 5/8 inch iron rod set.

THENCE, with a tract of unknown ownership, the following four courses:

N 61°-35'-00"E, a distance of 162.36 feet to a 5/8 inch iron rod set.

N 56°-35'-00"E, a distance of 143.88 feet to a 5/8 inch iron rod set.

N 54°-05'-00"E, a distance of 108.26 feet to a 5/8 inch iron rod set.

N 60°-35'-00"E, a distance of 62.21 feet to a 5/8 inch iron rod set on Wonder's State Line.

THENCE, with Wonder's State Line, S 34°-32'-00"E, a distance of 69.05 feet to a 5/8 inch iron rod set on the west line of Virginia Military Survey 12278-12311 and the east line of Virginia Military Survey 13393.

THENCE, with the west line of Virginia Military Survey 12278-12311, the east line of Virginia Military Survey 13393 and the west line of the Gina A. Guillian 3.00 acre tract (O.R. 809, Pg. 71, Tract II), S 7°-10'-00"E, a distance of 588.74 feet to a 5/8 inch iron rod set.

THENCE, with the lines of the aforesaid 0.92 acre tract, the following two courses:

S 83°-15'-35"W, a distance of 124.57 feet to a 7/8 inch iron rod found.

S 8°-04'-49"W, a distance of 31.26 feet to the point of beginning.

Containing 6.100 acres.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006. Parcel No. 36-019-00-00-005.000

This description prepared by Jeffrey I. Lee, Professional Surveyor 6399 on 5/24/06.

TRACT VI:

Lying in Virginia Military Surveys 13393 and 12278-12311, Richland Township, Logan County, Ohio.

Being all of the Gina A. Guillian 0.92 acre tract as deeded and described in Official Record 809, Page 71, Tract IV of the Logan County Records of Deeds and being more particularly described as follows:

Commencing at a stone found in a monument box at the southwest corner of Virginia Military Survey 12278-12311 on the center-line of County Highway 38.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the center-line of County Highway 38 (60 feet wide), N 7°-10'-00"W, a distance of 15.00 feet to a 5/8 inch iron rod found at the intersection of the center-line of County Highway 254.

THENCE, with the west line of Virginia Military Survey 12278-12311 and the east lines of the William A. McDaniel 1.184 acre tract (O.R. 377, Pg. 548) and the O'Connor Farms, Inc. 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 7°-10'-00"W, a distance of 1265.28 feet to a 3 inch iron pipe found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 27.90 feet and a 36 inch tree at 30.01 feet.

THENCE, with the north line of the said 62.40 acre tract, N 88°-07'-00"W, a distance of 38.11 feet to a point on Wonder's State Line.

THENCE, with Wonder's State Line, N 41°-39'-00"W, a distance of 168.06 feet to a point in the channel.

THENCE, with the lines of the Gina A. Guillian 7.20 acre tract (O.R. 809, Pg. 71, Tract III), the following two courses:

N 8°-04'-49"E, a distance of 31.26 feet to a 7/8 inch iron rod found.

N 83°-15'-35"E, a distance of 124.57 feet to a 5/8 inch iron rod set.

THENCE, with a line of the Gina A. Guillian 3.00 acre tract (O.R. 809, Pg. 71, Tract II), N 83°-15'-35"E, a distance of 73.33 feet to a 5/8 inch iron rod set.

THENCE, with the lines of the Gina A. Guillian 17.94 acre tract (O.R. 809, Pg. 71, Tract I), the following three courses:

N 83°-15'-35"E, a distance of 21.36 feet to a 1 inch iron pipe found.

S 6°-22'-00"E, a distance of 173.80 feet to a 2 inch iron pipe found.

S 83°-17'-02"W, a distance of 19.84 feet to a 5/8 inch iron rod set.

THENCE, with a line of the aforesaid 3.00 acre tract, S 83°-17'-02"W, a distance of 72.42 feet to the point of beginning.

Containing 0.734 acre.

The basis for bearings is the west line of Virginia Military Survey 12278-12311, being N 7°-10'-00"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on May 23, 2006.

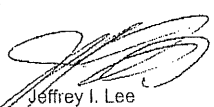
Parcel No.

36-019-00-00-004-000

Description prepared by:

**DESCRIPTION CHECKED
LOGAN CO. ENGINEER**

BY JLB 10-19-09


Jeffrey I. Lee
Professional Surveyor 6359
May 24, 2006

TRANSFERED	1-13-11
ORC 319.54 FEE P.O.	2.50
ORC 322.02 FEE P.O.	2.50
EXEMPT	
AUDITOR OF LOGAN COUNTY	

Paul R. [Signature]

Governor's Deed

State of Ohio

STATE OF OHIO
Linda Hanson
Logan County RECORDER 5P
DEEDC 2011000282 OR 1017/587
PAM
01/13/2011 10:02:21 AM
RECORDING FEES: \$52.00
WILLIAM A SIMMS, JR.



KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, the provisions of Sections 1501.01 of the Ohio Revised Code authorize the exchange or sale of lands or property, real or personal, when such is advantageous to the State of Ohio; and

WHEREAS, the Chief of the Division of Parks and Recreation has declared the hereinafter described real estate situated in the Township of Richland, County of Logan, State of Ohio, as surplus; and

WHEREAS, on November 12, 2010, the Ohio Department of Natural Resources entered into an agreement to sell the hereinafter described real estate to Longview Cove, LLC, whose tax mailing address is 9101 State Route 117, Huntsville, Ohio 43324, in consideration of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00); and

WHEREAS, the Director of the Department of Natural Resources, State of Ohio, has deemed the above sale beneficial to the citizens of the State of Ohio.

NOW, THEREFORE, THE STATE OF OHIO, by TED STRICKLAND, GOVERNOR, acting under the authority of Sections 117.50, 1501.01 and 5301.13 of the Ohio Revised Code, and the covenants contained in the *Agreement to Buy and Sell Land*, and in consideration of TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$2,450.00), does hereby remise, release and forever quitclaim unto the Longview Cove, LLC, its successors and assigns, all right, title and interest of the State of Ohio (Department of Natural Resources) in the following described real estate:

Tract 1

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

Containing 0.021 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

Parcel # 36-019-00-00-004.001

Tract 2

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481) and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III),

N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found.

THENCE, N 41°-26'-55"W, a distance of 43.67 feet to a point at the TRUE POINT OF BEGINNING, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489, N 87°-54'-52"W, a distance of 15.83 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, N 29°-10'-59"E, a distance of 12.16 feet to a point, referenced by a 5/8 inch iron rod found bearing N 41°-26'-55"W, a distance of 19.91 feet.

THENCE, with a westerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 41°-26'-55"E, a distance of 14.93 feet to the point of beginning.

Containing 0.002 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

Parcel #36-019-00-00-004.002

Tract 3

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at

259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

Descriptions prepared by William K. Bruce, Professional Surveyor 7437 on December 7, 2009 and December 23, 2009.

Parcel #36-019-00-00-004.003

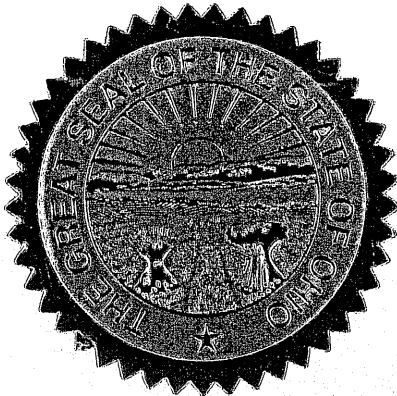
SUBJECT TO ANY AND ALL OUTSTANDING EASEMENTS, RIGHTS, PERMITS AND RIGHT-OF-WAY LICENSE AGREEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES, SEWERS, TELEPHONE, TELEGRAPH AND POWER TRANSMISSION LINES, WHICH MAY HAVE BEEN GRANTED BY THE DEPARTMENT OF NATURAL RESOURCES WHETHER OR NOT THE SAME MAY BE OF RECORD AND SUBJECT TO THE RETENTION OF ANY AND ALL RIPARIAN AND LITTORAL RIGHTS BY THE GRANTOR, STATE OF OHIO, AND A FLOWAGE EASEMENT OVER THE ABOVE DESCRIBED LAND.

**DESCRIPTION CHECKED
LOGAN CO. ENGINEER**

BY smg 1-12-11

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereunto belonging to the **Longview Cove, LLC**, its successors and assigns, forever, subject to the conditions and restrictions set forth herein.

IN TESTIMONY WHEREOF, I, **TED STRICKLAND**, GOVERNOR, for and in the name of the State of Ohio, have signed this deed at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 28th day of December 2010.



THE STATE OF OHIO

BY: Ted Strickland
TED STRICKLAND
GOVERNOR
PURSUANT TO SECTIONS
117.50 AND 5301.13 OF THE
OHIO REVISED CODE

COUNTERSIGNED:

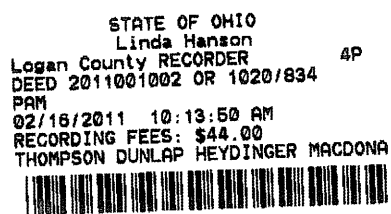
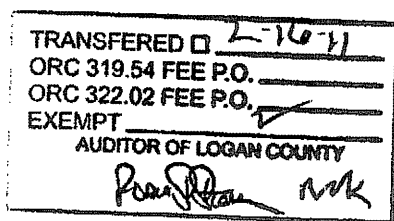
BY: Jennifer Brunner
JENNIFER L. BRUNNER
SECRETARY OF STATE
PURSUANT TO SECTIONS
117.50 AND 5301.13 OF THE
OHIO REVISED CODE

DRAFTED AND PREPARED:

BY: Mary Taylor
MARY TAYLOR
AUDITOR OF STATE
PURSUANT TO SECTIONS
117.50 AND 5301.13 OF THE
OHIO REVISED CODE

Recorded in Volume 19, Page 50 New Deeds State Lands

Land Office, Auditor of State



QUIT CLAIM DEED

LONGVIEW COVE, LLC, also correctly known as LONGVIEW COVE GROUP LLC, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns forever, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

NOTE: The purpose of this deed is to identify the correct name of the Grantee in a deed from the State of Ohio to Longview Cove, LLC, filed for record January 13, 2011, in Volume 1017, Page 587, Official Records of the Logan County Recorder.

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

IN WITNESS WHEREOF, the said LONGVIEW COVE GROUP LLC has caused this instrument to be signed by its Authorized Member this 15th day of February, 2011.

LONGVIEW COVE GROUP LLC
By J. David Duff
Its: Authorized Member

STATE OF OHIO, LOGAN COUNTY, SS:

On this 15th day of February, 2011, before me a Notary Public in and for said County, personally appeared J. David Duff, the Authorized Member of Longview Cove Group LLC, the limited liability company which executed the foregoing instrument, who acknowledged that they did sign said instrument as Authorized Member on behalf of said limited liability company; and that said instrument is the free act and deed of said limited liability company and of themselves as Authorized Member.

WITNESS my official signature and seal on the day last above mentioned.



Courtney L. Lones
Notary Public, State of Ohio
My Commission Expires Oct. 9, 2011

Courtney L. Lones
Notary Public

EXHIBIT "A"

TRACT I:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

Containing 0.021 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 23, 2009. *Parcel # 36-019-00-00-004.001*

TRACT II:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481) and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found.

THENCE, with a north line of the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I), N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found.

THENCE, N 41°-26'-55"W, a distance of 43.67 feet to a point at the TRUE POINT OF BEGINNING, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489, N 87°-54'-52"W, a distance of 15.83 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, N 29°-10'-59"E, a distance of 12.16 feet to a point, referenced by a 5/8 inch iron rod found bearing N 41°-26'-55"W, a distance of 19.91 feet.

THENCE, with a westerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 41°-26'-55"E, a distance of 14.93 feet to the point of beginning.

Containing 0.002 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 23, 2009. *Parcel # 36-019-00-00-004.002*

TRACT III:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the State of Ohio Indian Lake Reservoir Lands and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.


The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 on December 7, 2009.

Parcel # 36-019-00-00-004.003

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY Sally 2-15-11

2-16-11
TRANSFER NOT NECESSARY
LOGAN COUNTY AUDITOR
mk

STATE OF OHIO
Linda Hanson
Logan County RECORDER 3P
DEED 2011001003 OR 1020/638
PAM
02/16/2011 10:13:50 AM
RECORDING FEES: \$36.00
THOMPSON DUNLAP HEYDINGER MACDONA


QUIT CLAIM DEED

O'CONNOR FARMS, INC., an Ohio corporation, Grantor, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 353, Page 663, Official Records of the Logan County Recorder

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

IN WITNESS WHEREOF, the said O'Connor Farms, Inc. has caused this instrument to be signed by its Vice President and by authority of its Board of Directors this 19th day of March, 2010.

O'CONNOR FARMS, INC.

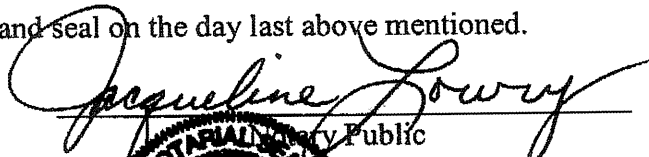
By: 

Its: Vice President

STATE OF OHIO, LOGAN COUNTY, SS:

On this 19th day of March, 2010, before me a Notary Public in and for said County, personally appeared Chris Olenko the agent/VP, of O'Connor Farms, Inc., the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as agent/VP on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation and of themselves as such officer.

WITNESS my official signature and seal on the day last above mentioned.



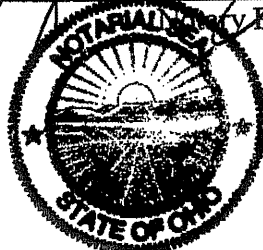
NOTARY PUBLIC

JACQUELINE LOWRY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 2-6-2014

EXHIBIT "A"

TRACT I:

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

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THENCE, with the east line of Virginia Military Survey 13393, the east lines of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the O'Connor Farms, Inc., 62.40 acre tract (Vol. 353, Pg. 663, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 1248.08 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING, passing a 5/8 inch iron rod found at 259.96 feet.

THENCE, with a north line of the said 62.40 acre tract, N 87°-18'-03"W, a distance of 13.10 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the State Line, N 41°-26'-55"W, a distance of 43.67 feet to a point, referenced by a 5/8 inch iron rod set bearing N 41°-26'-55"W, a distance of 34.84 feet.

THENCE, with a southerly line of the Longview Cove Group LLC, 0.734 acre tract (O.R. 970, Pg. 191, Tract VI), S 87°-54'-52"E, a distance of 38.11 feet to a 3 inch iron pipe found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 32.20 feet to the point of beginning.

Containing 0.019 acre.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on December 7, 2009. *Parcel # 36-019-00-00-004.003*

TRACT II:

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THENCE, with a north line of the said 62.40 acre tract, N 77°-34'-01"W, a distance of 57.74 feet to a point, referenced by a 5/8 inch iron rod set bearing N 77°-34'-01"W, a distance of 184.75 feet.

THENCE, N 29°-10'-59"E, a distance of 23.91 feet to a point, referenced by a 5/8 inch iron rod found bearing N 87°-54'-52"W, a distance of 113.18 feet.

THENCE, with the south line of the Indian Lake Reservoir Lands Lot No. 46-489 (Plat Cabinet A, Slide 481), S 87°-54'-52"E, a distance of 15.83 feet to a point, referenced by a 3 inch iron pipe found bearing S 87°-54'-52"E, a distance of 35.02 feet.

THENCE, S 41°-26'-55"E, a distance of 43.67 feet to the point of beginning.

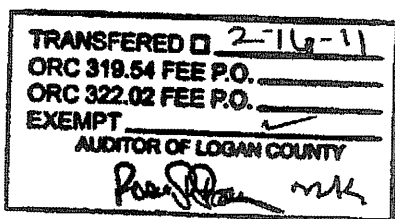
Containing 0.021 acre.


This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on December 23, 2009.

Parcel # 36-019-00-00-004.001



STATE OF OHIO
Linda Hanson
Logan County RECORDER 3P
DEED 2011001004 OR 1020/841
PAM
02/16/2011 10:13:50 AM
RECORDING FEES: \$56.00
THOMPSON DUNLAP HEYDINGER MACDONA


QUIT CLAIM DEED

O'CONNOR FARMS, INC., an Ohio corporation, Grantor, for valuable consideration paid, does hereby Remise, Release and forever Quitclaim, to LONGVIEW COVE GROUP LLC, an Ohio limited liability company, its successors and assigns, the following real property:


SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Prior Instrument Reference: Volume 353, Page 663, Official Records of the Logan County Recorder

SUBJECT TO any and all valid and enforceable easements, restrictions and conditions of record.

IN WITNESS WHEREOF, the said O'Connor Farms, Inc. has caused this instrument to be signed by its Vice President and by authority of its Board of Directors this 19th day of March, 2010.

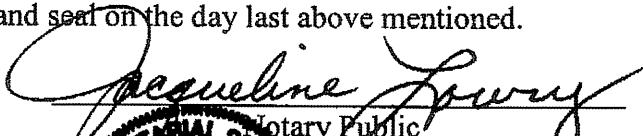
O'CONNOR FARMS, INC.

By: 
Its: Vice President

STATE OF OHIO, LOGAN COUNTY, SS:

On this 18th day of March, 2010, before me a Notary Public in and for said County, personally appeared Chris O'Connor, the agent VP, of O'Connor Farms, Inc., the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as agent on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation and of themselves as such officer.

WITNESS my official signature and seal on the day last above mentioned.



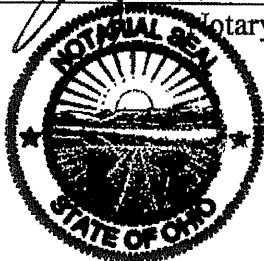
Notary Public

JACQUELINE LOWRY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 2-6-2014

EXHIBIT "A"

Lying in Virginia Military Survey 13393, Richland Township, Logan County, Ohio.

Being out of the O'Connor Farms, Inc., 62.40 acre tract as deeded and described in Volume 353, Page 663, Tract I of the Logan County Records of Deeds and being more particularly described as follows:

Commencing on a stone found in a monument box at the southeast corner of Virginia Military Survey 13393 on the center-line of County Highway 38.

THENCE, with the east line of Virginia Military Survey 13393, the east line of the Longview Cove Group LLC, 1.184 acre tract (O.R. 970, Pg. 191, Tract I) and the west line of the Longview Cove Group LLC, 2.007 acre tract (O.R. 970, Pg. 191, Tract III), N 06°-57'-56"W, a distance of 259.96 feet to a 5/8 inch iron rod found at the TRUE POINT OF BEGINNING.

THENCE, with the lines of the said 1.184 acre tract, the following two courses:

S 81°-56'-05"W, a distance of 187.28 feet to a 5/8 inch iron rod found.

S 01°-30'-14"E, a distance of 13.09 feet to a 5/8 inch iron rod set.

THENCE, S 81°-56'-05"W, a distance of 7.03 feet to a 5/8 inch iron rod set.

THENCE, N 08°-03'-55"W, a distance of 82.75 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the left, having a central angle of 125°-12'-44", a radius of 196.00 feet, an arc length of 428.33 feet, a chord bearing N 08°-13'-35"W, a distance of 348.04 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the right, having a central angle of 62°-51'-35", a radius of 104.00 feet, an arc length of 114.10 feet, a chord bearing N 39°-24'-10"W, a distance of 108.46 feet to a 5/8 inch iron rod set.

THENCE, N 07°-58'-22"W, a distance of 265.92 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the right, having a central angle of 32°-35'-13", a radius of 104.00 feet, an arc length of 59.15 feet, a chord bearing N 08°-19'-14"E, a distance of 58.36 feet to a 5/8 inch iron rod set.

THENCE, with a curve to the left, having a central angle of 79°-55'-24", a radius of 196.00 feet, an arc length of 273.41 feet, a chord bearing N 15°-20'-51"W, a distance of 251.77 feet to a 5/8 inch iron rod set on the State Line.

THENCE, with the State Line, the following two courses:

S 89°-53'-40"E, a distance of 47.65 feet to a 5/8 inch iron rod set.

S 77°-34'-01"E, a distance of 242.49 feet to a 5/8 inch iron rod found at Wonder's Line Station 297+84.2.

THENCE, with the south line of a tract of the Indian Lake Reservoir Lands, S 87°-18'-03"E, a distance of 13.10 feet to a 5/8 inch iron rod found on the east line of Virginia Military Survey 13393.

THENCE, with the east line of Virginia Military Survey 13393 and the west line of the aforesaid 2.007 acre tract, S 06°-57'-56"E, a distance of 988.12 feet to the point of beginning.

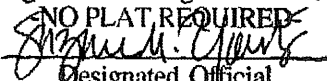
Containing 4.881 acres.

This parcel is to be attached to an adjoining parcel of land and is not to be used as a separate and independent parcel.

The basis for bearings is the east line of Virginia Military Survey 13393, being N 06°-57'-56"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on November 2, 2009, revised December 17, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437, on November 3, 2009 and revised December 17, 2009.

Parcel # 36-019-00-00-001.002

Approved by LUC
Regional Planning Commission
~~NO PLAT REQUIRED~~

Designated Official
Date 2-15-11

DESCRIPTION CHECKED
LOGAN CO. ENGINEER
BY guy 2-15-11

WARRANTY DEED

VOL 353 PAGE 663

COLUMBIA BLANK BOOK CO., COLO., U.
FORM 1, 12-9

Know all Men by these Presents

That THOMAS E. O'CONNOR and MARGARET O'CONNOR,
husband and wife,

of the City of Bellefontaine, County of Logan
and State of Ohio Grantors, in consideration of the sum of
One Dollar and Other Valuable Considerations
to them paid by O'CONNOR FARMS, INC.,
an Ohio Corporation,

~~of the~~ ~~City~~ ~~of~~ ~~Bellefontaine~~, County of Logan
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee, O'Connor Farms, Inc.,

its successors ~~and assigns forever~~ the
following Real Estate situated in the County of Logan
in the State of Ohio, and in the Township of
Richland and bounded and described as follows:

Description checked
Logan Co. Engineer
By DEC 6-17-14

TRACT I:

Being part of Virginia Military Survey number 13393 and beginning at a stone southeast corner to said survey number 13393; and northeast corner to survey number 9968; thence with the line between said surveys S. 82-3/4° W. 123 poles to a stake, northwest corner to lands of Fry Brothers, and northeast corner of another tract of land belonging to Thomas and John O'Connor in said survey number 9968; thence N. 8-1/2° W. 75.21 poles passing a stone at 40 poles to the top water line of the Lewistown Reservoir; thence with the meanderings of said top water line northeast to the east line of said survey number 13393; thence with said survey line S. 7-1/4° E. 127.8 poles passing a stone, corner to Joseph Ewings at 50 poles to the place of beginning, containing 78.60 acres; excepting therefrom the following described tract, to-wit: Being part of C. Wallace's survey number 13393 and bounded and described as follows: Beginning at a post at top water mark of the Lewistown Reservoir and in the east line of said survey a hickory tree 12" north 41 deg. E. 8 links, and a sycamore 10" N. 6 deg. E. 19-1/2 links distant; thence with said survey line S. 7-1/2 deg. E. twelve and one half (12.50) chains to a stake in the James Ewing west line, an ash tree 8 inches N. 12 deg. W. 11.50 links and a red oak 8" S. 20-1/2 deg. W. 23 links distant; thence with the top water line of the reservoir as follows: N. 56-1/4 deg. W. 5-1/2 chains; N. 89-1/2 deg. W. 4.11 chains; N. 46-1/4 deg. W. 2.38 chains; S. 86 deg. W. 2.22 chains; N. 63-1/4 deg. W. 1.16 chains; N. 37-1/4 deg. W. 1.31 chains; S. 77 deg. E. 2.89 chains; N. 66-1/4 deg. E. 3.07 chains; N. 39-3/4 deg. E. 1.61 chains; N. 61-1/4 deg. E. 2.46 chains; N. 56 deg. E. 2.18 chains; N. 53-3/4 deg. E. 1.61 chains; N. 60-1/4 deg. E. 1.36 chains to the place of beginning, containing 7.20 acres, more or less.

ALSO EXCEPTING 7.00 acres of the above description which, with the 7.20 acres already excepted, was platted as part of O'Connor's Allotment Number Two (2). FURTHER EXCEPTING one (1) acre conveyed to Richard and Ruth Schwind by deed recorded at Logan County Deed Record Volume 337, Page 807; and

353-663

353-605
FURTHER EXCEPTING one (1) acre conveyed to C. H. Monteith recorded at Logan County Deed Record Vol. 236, Page 597.

ALL OF WHICH CONTAINS 62.00 ACRES, MORE OR LESS.

The next preceding instrument by or through which grantors claim title is recorded in Volume 143, Page 281 of the Deed Records of Logan County, Ohio.

TRACT II:

Being in Virginia Military Survey Number 9969 and beginning at two beeches northwest corner to Thomas Patterson and in the West patent line of said survey; thence N. 10-1/2° W. 100 poles to a white oak and beech southwest corner to Robert Boggs; thence with his line N. 78 E. 200 poles to a beech; thence S. 10-1/2° E. 100 poles to a buckeye and oak; thence S. 78 W. 200 poles to the place of beginning, containing 123 acres, be the same more or less.

ALSO the following: Commencing at William Caldwellader's northwest corner in James Patterson's south line; thence S. 12 E. 75 poles to John Patterson's corner; thence with Patterson's north line S. 78 W. 150 poles to the block line; thence with the block line N. 12 W. 75 poles to Patterson's southwest corner; thence with said Patterson's line N. 78 E. 150 poles to the place of beginning, containing 70-1/2 acres, more or less.

ALSO the following: Commencing at William Caldwellader's southwest corner in the south boundary line of said survey; thence S. 78 W. 150 poles, more or less, to the corner of said Survey; thence N. 12 W. 75 poles with the block line to a stake; thence N. 78 E. 150 poles, more or less, to Caldwellader's west line; thence with line S. 12 E. 75 poles to the place of beginning, containing 70-1/2 acres, more or less.

ALSO the following: Commencing at Ashbaugh's southwest corner; thence S. 78 W. 50-1/7 poles to a stake; thence N. 12 W. 150 poles to James Patterson's land; thence N. 78 E. 50-1/7 poles to a stake; thence S. 12 E. 150 poles with Ashbaugh's line to the beginning, containing 47 acres of land, more or less.

ALSO the following: Beginning at two beeches, corner to lot No. 2 of the subdivision of Survey 9969; thence N. 78 E. 200 poles to a buckeye and oak tree, corner to Lot No. 7; thence with the line of Lot No. 6 south 12 E. 50 poles to a stake; thence S. 78 W. 200 poles to a stake; thence N. 12 W. 50 poles to the place of beginning, containing 62.60 acres, and being part of Lot No. 4 of the subdivision of said Survey No. 9969.

CONTAINING IN ALL 375.60 ACRES, MORE OR LESS, TOGETHER WITH ALL THE APPURTENANCES AND HEREDITAMENTS THEREUNTO BELONGING, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

The next preceding instrument by or through which grantors claim title is recorded in Volume 196, Page 200, of the Deed Records of Logan County, Ohio.

TRACT III:

Being part of Military Survey No. 9968 and beginning at a stone N. E. corner of Lot No. 2, and runs S. 78 W. 128.5 poles to a stone corner to lot No. 2; thence N. 12 W. 11.5 poles to a water beech and ash corner to Fry and Moyer; thence N. 78 E. 10 poles to three small sugars (two gone) corner to Fry and Moyer; thence N. 12 W. 90 poles to a stone in Fry and Moyer's line; thence N. 78 E. 121 poles to a stone in the E. Patent line; thence S. 12 E. 101 poles to the beginning, containing 76.19 acres, more or less. And being the premises in said survey No. 9968 conveyed by Mary Cain and others to said Thomas O'Connor and John O'Connor by deed dated June 27, 1880, and recorded at page 385 of Vol. 60 of the Deed Records of said Logan County.

ALSO the following real estate situated in and being part of said Survey no. 9968 and beginning at a stone and two maples in the E. patent line; thence N. 12 W. (original course) 23.62 chains to a stone in said line and in a road; thence S. 78 W. 17.67 chains to a stake; thence S. 12 E. 23.62 chains to a stake in John Fry's N. line; thence N. 78 E. 17.67 chains to the place of beginning, and containing 40 acres, more or less, and being off of the E. end of 76.19 acres tract of land formerly owned by Mary Pendrey. The said above description being the same forty acres conveyed by Thomas J. Pendrey and Mary N. Pendrey, his wife, to the said Thomas O'Connor and John O'Connor by deed dated March 25, 1881, and recorded at page 157 of Volume 61 of the Deed records of Logan County, Ohio.

ALL OF WHICH CONTAINS 116.19 acres, more or less.

353-605

The next preceding instrument by or through which grantors claim title to the above Tract III is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT IV:

Being part of Military Survey No. 9968 and being Lot No. 4 as known in the division of land among the heirs of John Moyer deceased. A full description of which tract by metes and bounds is found in a case in partition recorded at page 184 of Chancery Record L of the Common Pleas Court of Logan County, Ohio, where said tract is bounded as follows: Beginning at a stake corner to lot No. 3; thence N. 78 E. 66-2/3 poles to a walnut buckeye and ash corner to Jacob Fry; thence with his line S. 12 E. 101.3 poles to a stake corner to lot No. 1; thence S. 78 W. 66-2/3 poles to a stake corner to lots Nos. 1-2-3; thence N. 12 W. 101.03 poles to the beginning, containing 42 acres, more or less.

The next preceding instrument by or through which grantors claim title to the above tract IV is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT V:

Being part of Virginia Military Survey No. 9968 and commencing at a stone at the northeast corner of Mattie E. Wood's 14.59 acre tract, from which a hickory 14 inches in diameter bears East 4 feet distant; thence with the west line of Thomas and John O'Connor's land N. 7-3/4° W. 13.41 chains to a stake; thence with the line of Thomas and John O'Connor's land S. 83-1/4° W. 14.15-1/2 chains to a stone in the center of a public road; thence S. 7-3/4° E. with the center of said road 13.41 chains to an iron bar at the northwest corner of Mattie E. Wood's 14.59 acre tract; thence with the North line of said Woods' tract N. 83-1/4° E. 14.20 chains to the beginning, containing nineteen (19) acres, more or less.

The next preceding instrument by or through which grantors claim title to the above tract V is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT VI:

Being part of a survey No. 9968 and being Lots Nos. 5-8 of the subdivision of the land of John Moyer, deceased, in a partition proceeding in the Court of Common Pleas of Logan County, Ohio, which proceeding is recorded in chancery Record Book L of said Court at page 184 which lots are bounded as follows: Beginning at a post in the N. line of said survey N. E. corner of Lot No. 7 and N. W. corner of Lot No. 8 of said subdivision; thence with the N. line of said survey and the N. line of said Lot No. 8 N. 78 E. 102.4 poles to the N. E. corner of said Lot No. 8; thence with the E. line of said lots 8 - 5 S. 12 E. 202.6 poles to the S. E. corner of said Lot No. 5; thence with the S. line of said Lot No. 5 and the N. line of lots 4 and 3 S. 78 W. 102.4 poles to the S. W. corner of said Lot No. 5; thence with the W. line of said lots 5 and 8 and the E. line of lots 6 and 7 N. 12 W. 202.6 poles to the place of beginning, containing 130 acres subject to the right of the State of Ohio to overflow five acres thereof with the waters of the Lewistown Reservoir as used at the time of the conveyance of said lands to the said Thomas O'Connor and John O'Connor by John H. Highlans, executor of James Russell deceased, by deed dated Nov. 2, 1895, and recorded at page 408 of Vol. 25 of the Deed Records of Logan County, Ohio. The said deed from said Highlans was in fact subject to a right of way conveyed by James Russell to said Thomas O'Connor and John O'Connor by a deed dated Jan. 5th, 1883, and recorded at page 606 of Vol. 64 of the Deed Records of Logan County, Ohio, and which right of way became merged with the fee by said deed from Highlans executor to said Thomas O'Connor and John O'Connor.

The next preceding instrument by or through which grantors claim title to the above tract VI is recorded in Volume 146, Page 121 of the Deed Records of Logan County, Ohio.

TRACT VII:

Being part of said survey No. 9968 and beginning at 3 beeches at the N. E. patent corner of said Survey No. 9968; thence with the E. patent line S. 12 E. 113 poles; thence S. 78 W. 121 poles to a stone; thence N. 12 W. 113 poles to the N. patent line; thence with said N. patent line N. 78 E. 123 poles to the beginning, contain-

ing 86 acres, more or less, and being the same premises conveyed to the said Thomas O'Connor and John O'Connor by William C. Fry et ux, by deed dated Dec. 12, 1906 and recorded at page 431 of Vol. 104, of the Deed Records of Logan County, Ohio.

The next preceding instrument by or through which grantors claim title to the above Tract VII is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT VIII:

Beginning at the point of intersection of the East line of said survey No. 9947 with the Center of the Great Miami River; thence with the East line of said Survey No. 9947 North $10-1/2^\circ$ West 157 $5/10$ poles to a stone Northeast corner to said Survey; thence with the north line of said Survey South $79-1/2^\circ$ West $84-3/10$ poles to a stone Northeast corner to land formerly owned by Amos Bird; thence South $10-1/2^\circ$ East 64 poles to a stone Southeast corner to said Bird land; thence South $79-1/2^\circ$ West 20 poles to a post; thence South $19-1/2^\circ$ East 57.3 poles to the center of the present established channel of the Great Miami River; thence up said river with the Center of its said channel to the place of beginning, containing $91-1/4$ acres, more or less.

EXCEPTING THEREFROM one fourth of an acre conveyed by Robert Eickham, in his lifetime, to School District No. 1, for cemetery purposes, by deed recorded in Vol. 33, page 627 of the Logan County Deed Records, to which reference is made.

ALSO the following described real estate: Being a part of said Survey No. 9947 and beginning at a stone in the North line thereof, South $79-1/2^\circ$ West $84-3/10$ poles from the Northeast corner thereof; thence with the North line of said Survey, South $79-1/2^\circ$ West 40 poles to a post in a road and Northeast corner to a 25 acre tract conveyed by James Wallingford to Jacob Fry; thence south $10-1/2^\circ$ east 64 poles to a post; thence North $79-1/2^\circ$ East 40 poles to a post; thence North $10-1/2^\circ$ West 64 poles to the place of beginning containing 16 acres, more or less, formerly owned by Amos Bird.

ALSO the following described real estate: Being a part of said Survey No. 9947 and beginning at a post in a road South $10-1/2^\circ$ East 64 poles distant from a post in the North line of said Survey, and Southwest corner to a 16 acre tract formerly owned by Amos Bird; thence North $79-1/2^\circ$ East 20 poles to a stake; thence South $10-1/2^\circ$ East $57-3/10$ poles to the center of the present established channel of the Great Miami River; thence down said river with the center of said channel thereof to a point South $10-1/2^\circ$ East from the place of beginning; thence North $10-1/2^\circ$ West 26 poles to the place of beginning, containing six acres, more or less. The total acreage hereby conveyed being 113 acres, more or less, be the same more or less, but subject to all legal highways.

The next preceding instrument by or through which grantors claim title to the above Tract VIII is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT IX:

Being part of Virginia Military Survey No. 9947 and beginning at the northeast corner of Spencer's land, at a post in the north line of said survey 80.3 poles from the northwest corner; from which a post a burr oak 20 inches in diameter bears south 26° West 3 links; thence with the north line of said survey north 78° East 104 poles crossing the run twice to the center thereof; thence up the center thereof as the same meanders to a point directly north of the northwest corner of Elizabeth Mulford's 50 acre tract of land, an ash stump at the waters edge; thence South 113.3 poles to the southwest corner of said Elizabeth Mulford's said tract a post from which an elm 10 inches in diameter bears north 31° West 16 links; thence with the north line of John Thompson's land South 78° West 133.2 poles passing through the South edge of a pond (now fine bottom land) to a post from which an iron wood 4 inches in diameter bears east 8 links; thence with the east line of said Spencer's land north 11° West 198 poles to the place of beginning, containing one hundred and seventy-Six and $91/100$ (176.91) acres of land.

EXCEPTING THEREFROM a tract of land off of the west side thereof containing Sixty-Six (66) acres, more or less, conveyed by Aaron Shroyer and wife to Edward

Burgan and conveyed by Edward Burgan to O'Connor Brothers.

ALSO five (5) acres of land off of the north side thereof, conveyed by Aaron Shroyer and wife to Jacob Fry, and conveyed by Jacob Fry to C. T. Connor. The parcel of land herein intended to be conveyed contains one Hundred and Four (104) acres of land, more or less.

The next preceding instrument by or through which grantors claim title to the above Tract IX is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

TRACT X:

Being a part of Military Survey No. 9947 and beginning at an iron barrow tooth in the center of the Huntsville and Reservoir Pike and at the S. E. corner of Harrison Spencer's farm; thence with Spencer's E. line N. $6-1/2^{\circ}$ W. 50 chains to a stake on the S. bank of the Miami and Red Slough ditch and in the N. line of said survey No. 9947, and N. E. corner to said Spencer; thence with survey line crossing said ditch N. $81-3/4^{\circ}$ E. 13.51 chains to a stake from which a coffee nut tree 14 in. in diameter bears N. $81-1/2^{\circ}$ E. 120 links distant and an ash 14 in. in diameter bears N. $74-1/2^{\circ}$ W. 106 links distant; thence S. $6-1/2^{\circ}$ E. 50.35 chains to an iron harrow tooth driven in the center of said pike; thence with the pike S. $82-3/4^{\circ}$ W. 13.51 chains to the place of beginning, containing 67.80 acres. And being the same premises conveyed by Edward Burgin to Thomas and John O'Connor by deed dated Feb. 25, 1909, and recorded at page 281 in Deed Book No. 107 of the Deed Records of Logan County.

The next preceding instrument by or through which grantors claim title to the above Tract X is recorded in Volume 146, Page 121 of the Deed Records of Logan County, O.

TRACT XI:

Being part of Original Military Survey No. 9947 and beginning at a post in the center of the Huntsville and Reservoir pike at the southeast corner of the Ursula Bailey land; thence with the center of said pike eastward to its intersection with the center of the Miami Pike; thence with the center of said Miami Pike northward to a post in the center of the old channel of the Miami River; thence down said river following the meanderings of the same with center of the old channel thereof to a post in the center of said old channel southwest corner to the Thomas Carroll land and southeast corner to the lands formerly owned by the late John Fry; thence North 6° west 65 feet to a stone in a public road and in the west line of said Carroll land, from which an elm 8 inches diameter bears South $75-1/4^{\circ}$ East 129.8 feet and a wild cherry nine inches diameter bears north $1-3/4^{\circ}$ West 331.5 feet; thence North 87° west 104 feet to a stone; thence North $43-3/4^{\circ}$ West 325.1 feet to a small stone from which a white oak 22 inches diameter bears north $71-1/4^{\circ}$ West 33.8 feet and a sugar 18 inches diameter bears south $17-1/4^{\circ}$ East 57.1 feet; thence North $20-1/2^{\circ}$ West 174.7 feet to a small stone; thence north $67-1/4^{\circ}$ West 148 feet to a stone from which a sugar tree 22 inches diameter bears south $4-1/4^{\circ}$ east 27 feet and a black walnut 16 inches diameter bears South 72° West 87.6 feet; thence South $23-1/4^{\circ}$ west 120 feet to the center of the Miami River, from which a black walnut 22 inches diameter bears South $23-1/4^{\circ}$ West 48.5 feet; thence with the center of said river and following the meanderings of the old channel thereof being the line between the lands of said John Fry and heirs of E. Bailey, deceased, southward to a post in said channel and corner to said Bailey land and grantors fifty acre tract; thence southward with the east line of said Bailey land to the place of beginning, containing 54.33 acres, more or less.

EXCEPTING the following, being all the portion of the following described premises lying north and east of the center line of the present established channel of the Great Miami River as located by the County Engineer in-between the point of intersection of the center of said river with the center line of the Miami Pike and the point of its intersection with a line running south $10-1/2^{\circ}$ East from a stone in the center of a gravel road between the lands of Connor and Carroll Brothers.

FURTHER EXCEPTING THEREFROM the following, being in Ohio Virginia Military Survey 9947 and beginning at an iron pin at the intersection of the center line of County Highway 38 with the center line of S. H. 168 (now abandoned by the State Highway Department and a part of Logan County Highway system), thence with the center of S. H. 168 S. 81° 52' W. 1319.1 feet to a point in the center of S. H. 168 (said point being at Station 468 + 80.75 of Right-of-way plan L-11 in the Logan County Engineer's Office), thence N. 8° 15' W. 617.5 feet (passing an iron pipe at 30.0 feet) to an iron pipe; thence N. 82° 24' E. 176.0 feet to an iron pipe; thence N. 8° 06' W. 556.3 feet to an iron pipe; thence S. 39° 37' E. 411.0 feet to a 15" walnut; thence S. 32° 32' E. 357.0 feet to an iron pin; thence S. 67° 52' E. 395.1 feet to an iron pipe; thence N. 88° 27' E. 348.4 feet to an iron pipe in the center of County Highway 38; thence with County Highway 38 S. 2° 00' W. 559.6 feet to the place of beginning, containing 25.55 acres, and being a tract of land out of the southeast corner of Thomas O'Connor's 54.33 acre tract in said survey.

ALL OF WHICH SAID TRACT CONTAINS 28.78 ACRES OF LAND, MORE OR LESS.

The next preceding instrument by or through which grantors claim title to the above Tract XI is recorded in Volume 146, Page 121, of the Deed Records of Logan County, Ohio.

SEP -8 1992

, DECEASED

Docket

Rage

Revised Code, Sec. 2113.61

NO. 1

[illegible]

1153

FILE

O.R.

Vol

168 PAGE 10

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, if decedent's interest was a fractional share, be sure to so state]: PAGE 1

Include reference to volume and page of the recording of the next preceding recorded instrument by or through which the grantor or grantors claim title.

Situated in the Township of Richland, County of Logan, and the State of Ohio, and bounded and described as follows:

TRACT I. Beginning at a point in the south line of Survey No. 10503 where said line intersects the middle line of the Lima Road and running thence with said south line South 78° West 145 rods to an ash and beech from one root; thence North 12° West 72 rods to a small buckeye; thence with Bennett's south line, North 78° East 134 rods to the middle of said Lima Road and thence with the middle of said road South 20-1/2° East 72.8 rods to the place of beginning, containing 62.77 acres more or less and being a part of Survey No. 10503.

Parcel No. 36-020-00-00-002-000

Tract II. Being part of Virginia Military Survey No. 12278 and beginning at an ash and beech from one root and corner of Tract No. 3 in deed from James M. Bennett to Jesse R. Bennett, dated November 23, 1910, and running thence South 78° West 15 rods, more or less, to a stone corner to the lands formerly belonging to Joseph Ewing, now belonging to Dann and Black; thence North 12° West with the land of said Ewing 72 rods to a stake; thence North 78°, East 15 rods, more or less, to a small buckeye and another corner to said Tract No. 3 in said deed from James M. Bennett to Jesse R. Bennett; thence South 12° East 72 rods to the place of beginning, containing 6.75 acres, more or less.

Parcel No. 36-019-00-00-007-001

TRACT III. Being a part of Survey No. 9969 and beginning at the Northeast Patent Corner of said Survey at a hickory, lynn and sugar tree; thence South 12° East 50 poles to a stake; thence South 78° West 207.4 poles to the west line of said tract to a stake; thence North 12° West 50.3 poles to a dogwood and hickory in the North Patent Line; thence North 78° East 208 poles to the place of beginning, containing 64.80 acres, more or less.

EXCEPTING all that part of the above described premises lying east of the Lima and Bellefontaine Pike (now Route 117), containing about 12 acres, more or less.

It is the intention of the grantor herein to convey to the grantee all that part of the above described 64.80 acres lying west of the Lima and Bellefontaine Pike (now Route 117) and south of the Ewing Road, containing 50 acres, more or less.

FURTHER EXCEPTING from the above described 50 acres, the following:

Being a parcel of land situated in the northern part of Virginia Military Survey No. 9969, Richland Township, Logan County, Ohio and more fully described as follows:

Beginning at a point (this said point lies on the centerline of County Road No. 38 being S. 83° and 5' W. a distance of 1771.72' from the centerline of State Route 117); thence S. 08° and 43' E. for a distance of 846.33' to a point; thence S. 83° and 07' W. for a distance of 1010.75' to a point; thence N. 08° and 43' W. for a distance of 845.75' to a point lying on the centerline of County Road No. 38; thence N. 83° and 05' E. along the centerline of County Road No. 38 a distance of 1005.87 feet to the point of beginning.

Said parcel of land contains 19.58 acres, more or less, and is subject to all legal highways.

Tract III containing after both the above described exceptions, 30.42 acres more or less.

Parcel No. 36-020-00-00-026-000

VOL 168 PAGE 11

DO NOT WRITE IN THIS SPACE

* FILE

TRACT IV. Being Lots Numbers Four (4), Five (5) and Six (6) in Henry O. Hotchkiss sub-
division of Surveys Numbers 12278 and 12311 according to a plat of said lots and surveys
recorded April 24, 1863, in Plat Book A, page 1, of the records of said Logan County,
Ohio, containing 218 acres, more or less.

EXCEPTING a strip of land in the amount of three (3) acres, more or less extending along
the entire west line of said premises; excepting, however, from said three acres, more or
less, the 0.29 acre conveyed to Elizabeth J. Schuler in deed Vol. 287, Page 430 of the
Deed Records of Logan County, Ohio, and being part of the 0.92 acre conveyed therein.
Said 0.29 acre referred to therein as being out of B. W. Fair's 3.31 acre tract, which
3.31 acre tract being also known as the 3.00 acre tract excepted hereinabove.

Also excepting from the above described 218 acres, more or less, the following described
real estate:

Being part of Virginia Military Survey 12278-12311 and more particularly described as
follows:

Beginning at an iron pin in the center of County Highway Number 38 at the Southeast
corner of Boyd W. Fair's 3.02 acre tract, said pin being North 82° 46' East, 65.8 feet
from an iron pin at the Southwest corner of said Virginia Military Survey 12278-12311;
thence with the East line of said 3.02 acre tract North 6° 52' West, 1264.7 feet to an
iron bar in the South line of Elizabeth J. Schuler's 0.92 acre tract; thence with said
South line North 83° 08' East, 20.0 feet to an iron pipe at the Southeast corner of said
tract; thence with said Schuler's East line North 6° 22' West, 173.8 feet to an iron pipe
at the Northeast corner of said tract; thence with said Schuler's North line South 83°
13' West, 21.5 feet to an iron bar in the East line of said Boyd W. Fair's 3.02 acre
tract; thence with said East line North 6° 52' West, 465.3 feet to an iron bar in the
"Wonder's State Line"; thence with said State Line South 58° 10' East, 253.3 feet to a
stake; thence continuing with said line North 35° 43' East, 229.9 feet to an iron bar;
thence South 6° 10' East, 824.4 feet to an iron bar; thence South 62° 38' West, 86.2 feet
to an iron bar; thence South 6° 24' East, 356.6 feet to an iron bar; thence North 83° 58'
East, 63.2 feet to an iron bar; thence South 7° 33' East, 700.5 feet to an iron pin in
the center of County Highway Number 38; thence with said centerline south 82° 46' West,
330.9 feet to the place of beginning, containing 17.94 acres, more or less.
Also excepting from the above described 218 acres, more or less, 0.37 of an acre off the

CONTINUE ON REVERSE SIDE, IF NECESSARY

Date Issued

Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records
of this Court.

Date

Probate Judge/Clerk

*

L-1153 FILE

VOL 168 PAGE 12

easterly side of the following described real estate; Situated in Richland Township, Logan County, Ohio, and being part of V.M.S. 13393 and 12278-12311 and: Commencing at an iron bar in the center of County Highway 38 at the southeast corner of said V.M.S. 13393; thence with said survey line N. 7° 48' W. 1264.8 feet to a steel post at the northeast corner of Thomas E. O'Connor's 63.12 acre tract, said post being the beginning point of this description; thence with said O'Connor's north line, N. 88° 44' W. 167.1 feet to an iron bar; thence N. 7° 28' E. 154.0 feet to an iron bar, crossing a channel to Indian Lake at 72 and 135 feet; thence N. 82° 36' E. 219.2 feet to an iron pipe, crossing the east line of said V.M.S. 13393 at 124.4 feet; thence S. 7° 00' E. 173.8 feet to an iron pipe; thence S. 82° 30' W. 92.4 feet to the place of beginning. Containing 0.92 of an acre more or less, there being 0.55 of an acre in V.M.S. 13393 and 0.37 of an acre in V.M.S. 12278-12311. Said 0.37 acre exception being all of the above described 0.92 acre that is in V.M.S. 12278-12311. Containing in all after said exceptions, 196.98 acres, more or less. Parcel No. 36-019-00-00-007-000.

PRIOR INSTRUMENT REFERENCE: Volume 374, Pages 773-777 Logan County Deed Records.

NEW SURVEY REQUIRED
NEXT TRANSFER
LOGAN CO. ENGINEER

DATE 9-4-92 BY JCH

TRACTS II + IV ONLY

DESCRIPTION CHECKED
LOGAN CO. ENGINEER

BY JCH 9-4-92

TRANSFERRED:	<u>9-8-92</u>
ORC 319.54 FEE PD	_____
ORC 322.02 FEE PD	_____
EXEMPT	<u>✓</u>
AUDITOR OF LOGAN COUNTY	
<u>Jean Jones</u> th	

STATE OF OHIO
RECEIVED SEP -8 1992

TIME 11:36:03 A.M.

RECORDED SEP -8 1992

Official Records

VOL. NO 168 PAGE 10-13

CAROLYN COLLINS th

LOGAN COUNTY RECORDER

Red
9207109

Date Issued

September 8, 1992

Probate Judge

Michael L. Brady th 9-8-92 *XX

AUTHENTICATION

*

1153

FILE

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

Date

September 8, 1992

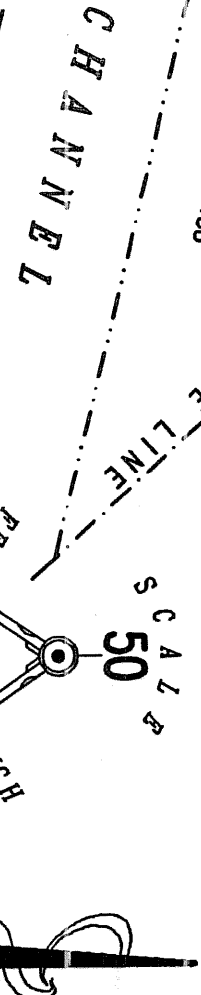
Probate Judge/Clerk

Michael L. Brady th 9-8-92

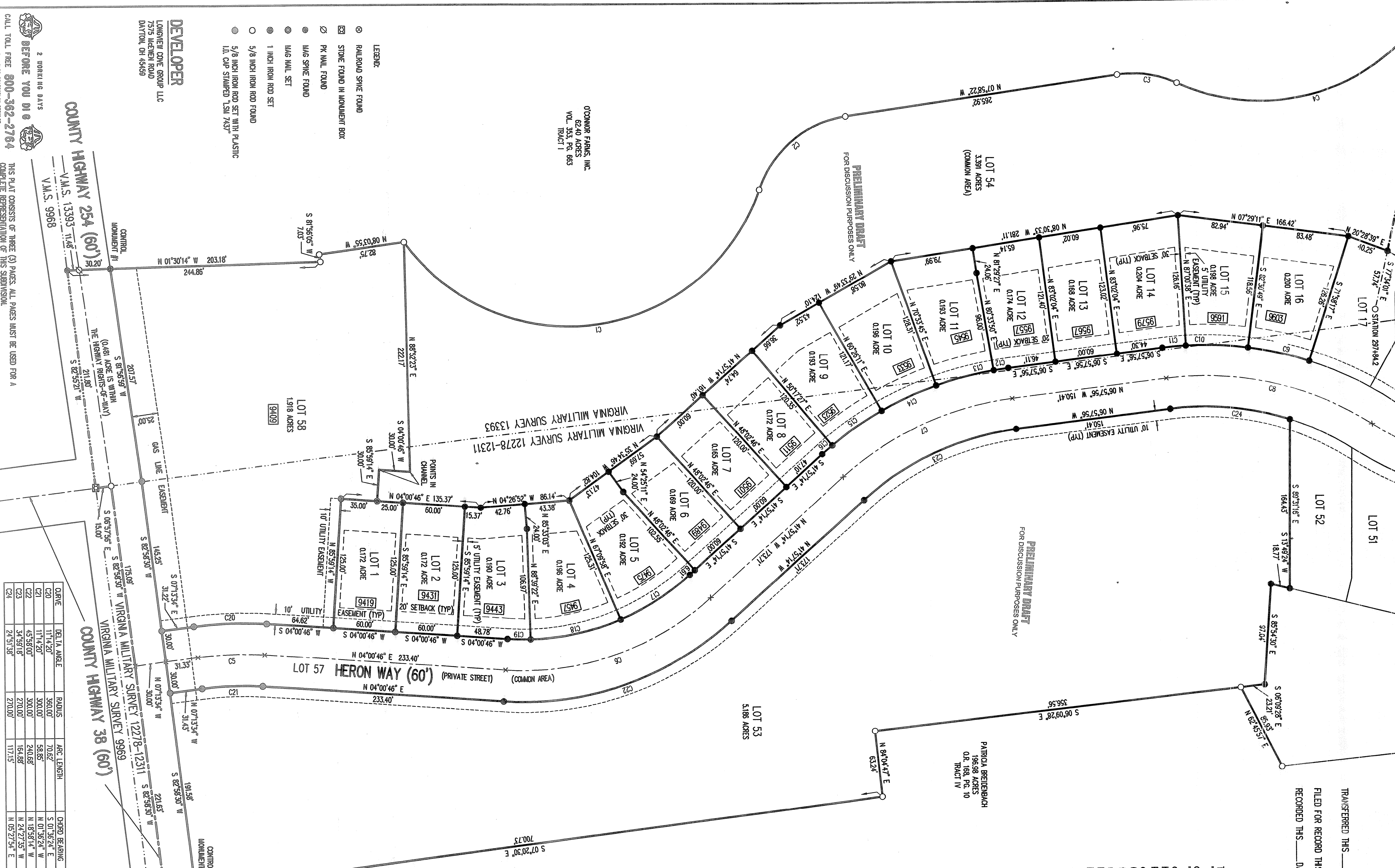
1
3
LONGVIEW COVE
AT INDIAN LAKE

VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311
RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO

INDIAN LAKE
RESERVOIR LANDS
LOT NO. 46-488



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125°12'44"	196.00'	428.33'	N 08°13'57" W	348.04'
C2	62°51'35"	104.00'	114.10'	N 09°24'07" W	108.46'
C3	32°35'35"	104.00'	59.15'	N 08°19'14" E	58.36'
C4	79°55'24"	196.00'	273.41'	N 15°20'51" W	291.77'
C5	11°14'20"	330.00'	64.73'	N 01°36'24" W	64.63'
C6	45°56'00"	330.00'	216.61'	N 08°58'14" W	210.85'
C7	34°59'16"	300.00'	163.20'	N 24°27'35" W	180.35'
C8	59°46'33"	300.00'	208.22'	N 12°55'06" E	204.07'
C9	10°22'32"	330.00'	60.74'	S 12°43'27" W	60.63'
C10	10°28'53"	330.00'	60.74'	S 10°14'54" W	60.35'
C11	05°54'34"	330.00'	22.90'	S 04°46'39" E	22.80'
C12	02°28'13"	330.00'	14.23'	S 08°20'25" E	14.23'
C13	10°07'35"	330.00'	57.60'	S 14°26'12" E	57.53'
C14	10°08'43"	330.00'	58.37'	S 34°38'11" E	58.25'
C15	02°14'41"	330.00'	58.43'	S 34°38'11" E	58.36'
C16	19°07'12"	330.00'	12.83'	S 40°29'53" E	12.83'
C17	19°07'12"	330.00'	12.83'	S 32°33'38" E	13.72'
C18	21°29'24"	240.00'	60.02'	S 17°05'30" E	60.49'
C19	05°21'24"	240.00'	22.44'	S 07°20'04" N	22.43'



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C20	11°14'20"	360.00'	70.62'	S 01°36'24" E	70.50'
C21	11°14'20"	360.00'	58.85'	S 01°36'24" W	58.75'
C22	45°56'00"	300.00'	210.86'	N 08°58'14" W	204.88'
C23	34°59'16"	270.00'	164.88'	N 24°27'35" W	182.33'
C24	24°51'38"	270.00'	117.15'	N 05°27'54" E	116.23'

APPROVALS

PLAT PRE-APPROVED

PLAT CHECKED

REVIEWED THIS ____ DAY OF ____, 2011.

CHAIRMAN RICHLAND TOWNSHIP TRUSTEES

APPROVED THIS ____ DAY OF ____, 2011.

LOGAN COUNTY ENGINEER

THE SIGNATURE OF THE LOGAN COUNTY HEALTH COMMISSIONER APPROVING THIS PLAT SHALL IN NO WAY INDICATE, INFER OR BE CONSTRUED TO MEAN THAT INDIVIDUAL SEWAGE TREATMENT SYSTEMS ARE OR HAVE BEEN APPROVED FOR ANY LOT. EACH LOT OWNER SHALL BE REQUIRED TO OBTAIN APPROVAL OF THE LOGAN COUNTY GENERAL HEALTH DISTRICT IN ORDER FOR A SEWAGE TREATMENT SYSTEM TO BE CONSTRUCTED AND OPERATED ON SUCH OWNER'S LOT. IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, AND THE RULES AND REGULATIONS PROMULGATED BY OR APPLICABLE TO THE LOGAN COUNTY GENERAL HEALTH DISTRICT.

APPROVED THIS ____ DAY OF ____, 2011.

LOGAN COUNTY HEALTH DEPARTMENT

APPROVED THIS ____ DAY OF ____, 2011.

LOGAN JUNIOR-CHAIRMAN REGIONAL PLANNING COMMISSION

APPROVED THIS ____ DAY OF ____, 2011.

LOGAN COUNTY COMMISSIONERS

TRANSFERRED THIS ____ DAY OF ____, 2011.

AUDITOR, LOGAN COUNTY, OHIO

FILED FOR RECORD THIS ____ DAY OF ____, 2011, AT ____ W.

RECORDED THIS ____ DAY OF ____, 2011, IN PLAT CABINET B, SLIDES ____.

RECORDER, LOGAN COUNTY, OHIO

DECLARATION AND ACKNOWLEDGEMENT:

The undersigned Longview Cove Group LLC, an Ohio limited liability company (the "Declarant"), owner of the Property plotted herein, hereby certifies that this Plat correctly represents the Property which comprises Longview Cove of Indian Lake (the "Subdivision"), and Declarant does hereby authorize and accept this Plat and dedicate to private use the Private Street and Common Areas shown herein and not heretofore dedicated. The Property and each Lot transferred herefrom, and all Private Streets and Common Areas, shall be subject to the terms, provisions, covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Assessments and Assessment Liens applicable to the Subdivision (the "Declaration"). The Declaration is hereby incorporated herein by reference. The capitalized terms set forth in this Declaration and as used on this Plat are defined terms in the Declaration and shall have the same meanings in this Declaration as set forth in the Declaration.

The Private Streets and Common Areas are dedicated for the private and exclusive use and access of the Declarant, Owners, Occupants, police, firemen, emergency personnel and others as specified in the Declaration. No public agency, state, county or township, is responsible for maintenance, repair, reconstruction, etc. of the Private Streets and Common Areas and the responsibility rests with the Longview Cove Homeowners Association Inc., an Ohio nonprofit corporation, as specified in the Declaration. The Lots and Private Streets are shown on this Plat in feet and decimal parts thereof.

Any use of the Lots and Improvements shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations of Logan County, Ohio and/or Richland Township, for the benefit of the Declarant and all future Owners, and their respective heirs, successors and assigns, taking title through the Declarant. Except as may be shown to be more restrictive on this Plat, building setback distances shall conform to Richland Township zoning regulations.

The following easements are reserved and dedicated with respect to the Property and the Subdivision:

- (a) all easements shown on this Plat;
- (b) a ten (10) foot easement running along the front (i.e., road frontage) Lot line of each Lot located adjacent to a Private Street; and
- (c) a five (5) foot easement running along each side Lot line of each Lot located adjacent to a Private Street.

The foregoing easements are reserved and dedicated for the following purposes:

- (i) public and private utility uses above and beneath the surface of the ground;
- (ii) the construction, operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone, or other utility lines or services;
- (iii) the removal of any and all trees, vegetation or other obstructions to the use of said utilities; and
- (iv) the construction, operation, maintenance, repair, replacement, or removal of improvements above and beneath the surface of the ground which are part of the drainage system used for the detention and transport of surface and storm waters for the Subdivision, or which are necessary to support and operate such drainage system, including without limitation, subsurface tile and curbs and drain outlets.

It shall be lawful for any such utility, public or private, or its employees, agents or contractors, to enter upon the Private Streets and said easements at any time for the purpose of carrying out the objectives for which said easements are reserved and dedicated. Except for items necessary for the purpose of carrying out the objectives for which said easements are reserved and dedicated, no permanent structures or plantings of any nature are permitted within any utility easement area.

In addition to the foregoing easements, an exclusive two (2) foot diameter easement is reserved and dedicated of all Property corners and points of curvature for monumentation. No surface or buried utilities of any kind may be placed within these easement areas.

Ownership of any Improvements and Common Areas and Common Facilities, including the Private Streets is set forth in the Declaration. This Plat consists of three (3) pages and all pages must be used for complete representation of the Subdivision.

OWNER AND DECLARANT:
Longview Cove Group LLC, an Ohio limited liability company

By: J. David Duff, Member
By: Michael L. Simms, Member
By: William A. Simms, Jr., Member

STATE OF OHIO, COUNTY OF LOGAN, SS:

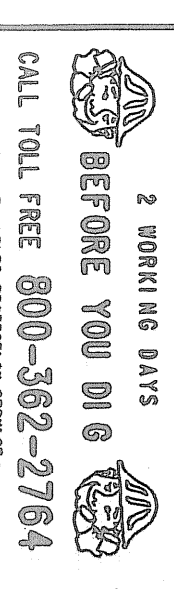
This instrument was acknowledged before me on this ____ day of _____, 2011, by J. David Duff, Michael L. Simms and William A. Simms, Jr., as Members of Longview Cove Group LLC, an Ohio limited liability company, on behalf of said company.

Notary Public

PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY

COPYRIGHT 2011 BY:
LEE SURVEYING & MAPING CO., INC.,
111420
240.66
224.28
933 933-7333
surveys@leeco.com
LONGVIEW COVE 11535081 L-11535-4

DEVELOPER
LONGVIEW COVE GROUP LLC
7515 MICHEN ROAD
DAVISON, OH 43089
2 WORKING DAYS
BEFORE YOU DO IT
CALL TOLL FREE 800-362-2764
THIS PLAT CONSISTS OF THREE (3) PAGES. ALL PAGES MUST BE USED FOR A COMPLETE REPRESENTATION OF THIS SUBDIVISION.

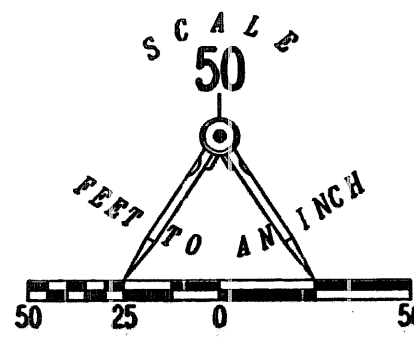


LONGVIEW COVE AT INDIAN LAKE

VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311
RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO

THIS PLAT CONSISTS OF THREE (3) PAGES. ALL PAGES MUST BE USED FOR A COMPLETE REPRESENTATION OF THIS SUBDIVISION.

2
3

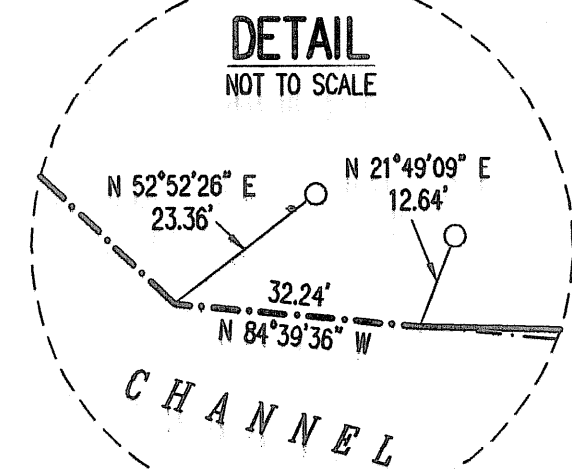


LEGEND:

- RAILROAD SPIKE FOUND
- STONE FOUND IN MONUMENT BOX
- PK NAIL FOUND
- MAG SPIKE FOUND
- MAG NAIL SET
- 1 INCH IRON ROD SET
- 5/8 INCH IRON ROD FOUND
- 5/8 INCH IRON ROD SET WITH PLASTIC I.D. CAP STAMPED "LSM 7437"

0000 ADDRESS NUMBERS

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C25	90°43'37"	300.00'	475.04'	N 12°33'41" W	426.94'
C26	14°01'09"	270.00'	66.06'	N 24°54'16" E	65.90'
C26A	00°53'16"	270.00'	4.18'	N 32°21'29" E	4.18'
C27	10°59'57"	330.00'	63.35'	N 27°18'09" E	63.25'
C28	10°50'53"	330.00'	62.48'	N 16°22'43" E	62.39'
C29	10°28'33"	330.00'	60.34'	N 05°43'00" E	60.25'
C30	09°50'19"	330.00'	56.67'	N 04°28'26" W	56.60'
C31	09°56'18"	330.00'	57.24'	N 14°19'44" W	57.17'
C32	10°25'12"	330.00'	60.01'	N 24°30'29" W	59.93'
C33	09°35'39"	330.00'	55.26'	N 34°30'54" W	55.19'
C34	09°35'39"	330.00'	55.26'	N 44°06'33" W	55.19'
C35	09°01'07"	330.00'	51.94'	N 53°24'56" W	51.89'
C36	00°55'55"	60.00'	0.98'	N 57°55'30" W	0.98'
C37	48°08'09"	60.00'	50.41'	N 32°55'00" W	48.94'
C38	37°30'12"	60.00'	39.27'	N 27°36'32" W	38.58'
C39	38°25'39"	60.00'	40.24'	N 65°34'27" W	39.49'
C40	39°32'42"	60.00'	41.41'	S 75°26'23" W	40.59'
C41	50°03'47"	60.00'	52.43'	S 30°38'09" W	50.77'
C42	15°19'33"	60.00'	16.05'	S 13°16'02" W	16.00'
C43	30°14'50"	60.00'	31.67'	S 36°03'13" W	31.31'
C44	30°55'26"	60.00'	32.38'	S 66°38'21" W	31.99'
C45	14°38'57"	60.00'	15.34'	S 89°25'32" W	15.30'
C46	50°29'03"	60.00'	52.87'	S 71°30'30" W	51.17'
C47	35°23'02"	60.00'	37.05'	S 28°34'27" E	36.47'
C48	36°00'00"	60.00'	37.70'	S 07°07'04" E	37.08'
C49	36°00'00"	60.00'	37.70'	S 43°07'04" E	37.08'
C50	38°29'15"	60.00'	40.30'	S 80°21'42" E	39.55'
C51	47°21'57"	60.00'	49.60'	N 56°42'42" E	48.20'
C52	27°25'28"	60.00'	28.72'	N 19°18'59" E	28.45'
C53	45°34'23"	60.00'	47.72'	N 28°32'27" E	46.48'
C54	54°09'05"	60.00'	56.71'	N 78°15'11" E	54.62'
C55	16°44'47"	60.00'	17.54'	S 66°17'53" E	17.47'
C56	07°12'17"	270.00'	33.95'	S 54°19'21" E	33.93'
C57	18°06'00"	270.00'	85.29'	S 41°40'13" E	84.94'
C58	18°06'00"	270.00'	85.29'	S 23°54'13" E	84.94'
C59	18°06'00"	270.00'	85.29'	S 05°28'13" E	84.94'
C60	18°06'00"	270.00'	85.29'	S 12°37'47" W	84.94'
C61	11°07'20"	270.00'	52.41'	S 27°14'27" W	52.33'
C62	03°37'08"	330.00'	20.84'	S 30°59'33" W	20.84'
C62A	11°09'16"	330.00'	64.24'	S 23°36'21" W	64.14'



PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY

O'CONNOR FARMS, INC.
52.40 ACRES
VOL. 353, PG. 663
TRACT 1

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITY PROTECTION SERVICE

INDIAN LAKE

INDIAN LAKE
RESERVOIR LANDS

LOT 56
3.661 ACRES
(COMMON AREA)

PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY

PATRICIA BREIDENBACH
196.98 ACRES
O.R. 168, PG. 10
TRACT IV

SURVEYOR'S CERTIFICATION

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO.

THE TRACT HAS A TOTAL AREA OF 29.249 ACRES OF WHICH 3.829 ACRES ARE IN THE HIGHWAY AND PRIVATE STREET (HERON WAY) RIGHTS-OF-WAY, LEAVING A NET AREA OF 25.420 ACRES IN THE REMAINING LOTS.

ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS ON CURVES ARE ARC DISTANCES.

I HEREBY STATE THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF LONGVIEW COVE AT INDIAN LAKE AS SURVEYED IN DECEMBER 13, 2010 AND THAT ALL MONUMENTS HAVE BEEN FOUND, SET OR WILL BE SET UPON COMPLETION OF CONSTRUCTION AT A TIME AS DIRECTED BY THE DECLARANT.

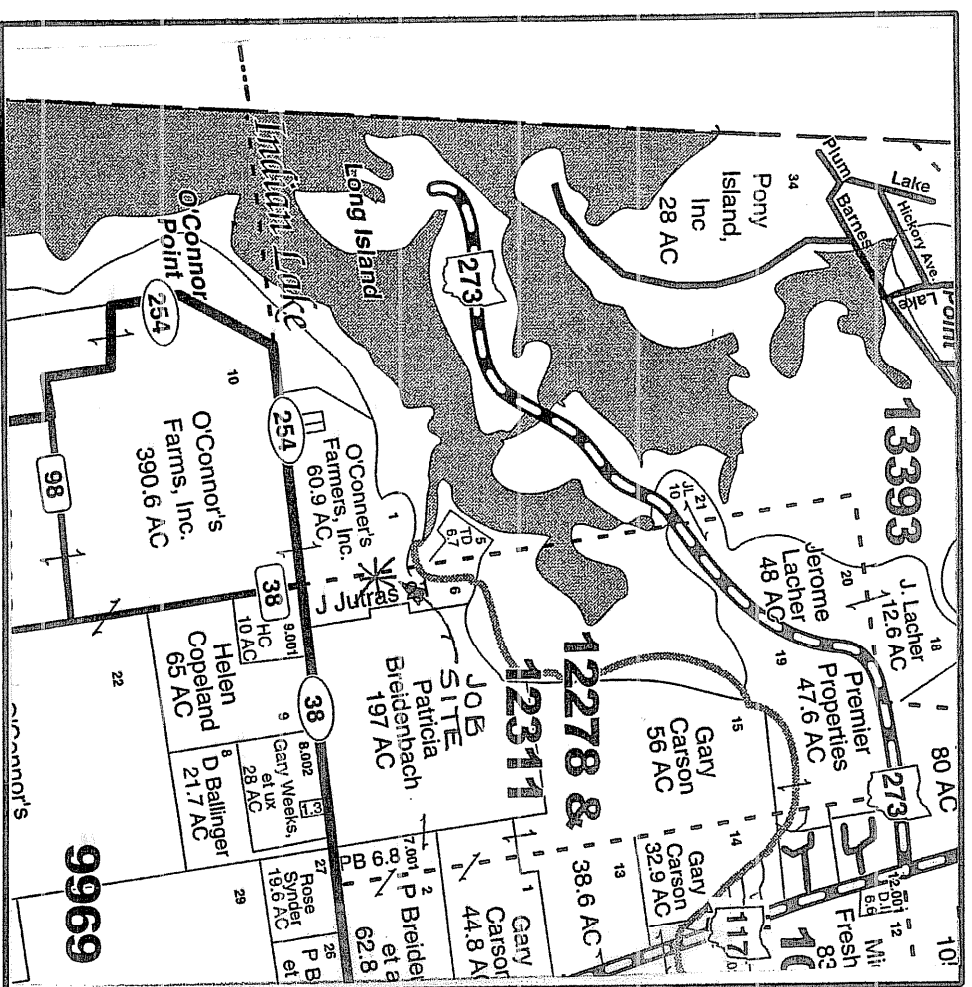
PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY

WILLIAM K. BRUCE
PROFESSIONAL SURVEYOR 7437
DECEMBER 13, 2010

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LEE SURVEYING & MAPPING CO., LLC
117 North Medriver Street
BELLEFONTAINE, OHIO 43111
(614) 593-7335
surveys@lsmc.us
KSS LONGVIEW COVE 1153110502 L-1153-1

LONGVIEW COVE AT INDIAN LAKE

VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311 RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO



VICINITY MAP

DESCRIPTION:

LIVING IN VIRGINIA MILITARY SURVEYS 13393 AND 12278-12311, RICHLAND TOWNSHIP, LOGAN COUNTY, OHIO
BEING ALL OF THE LONGVIEW COVE GROUP LLC, 1184 ACRE TRACT, 13444 ACRE TRACT, 2007 ACRE TRACT, 0.889 ACRE TRACT, 6100 ACRE TRACT AND 0.734 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 970, PAGE 191, TRACTS I, II, III, IV, V AND VI, 0.021 ACRE TRACT (REFERENCE OR, 1020, PAGE 838, TRACT II), 0.002 ACRE TRACT AND 0.009 ACRE TRACT (REFERENCE OR, 1020, PAGE 838, TRACT I) AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 1020, PAGE 834, TRACTS 1, 2 AND 3 AND 4.881 ACRE TRACT AS DEEDED AND DESCRIBED IN OFFICIAL RECORD 1020, PAGE 841 OF THE LOGAN COUNTY RECORDS OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A STONE FOUND IN A MONUMENT BOX ON THE SOUTHEAST CORNER OF VIRGINIA MILITARY SURVEY 13393 ON THE CENTER-LINE OF COUNTY HIGHWAY 38.

THENCE, WITH THE SOUTH LINE OF VIRGINIA MILITARY SURVEY 13393 AND WITHIN THE RIGHT-OF-WAY OF COUNTY HIGHWAY 254 (60 FEET WIDE), S 82°55'-21"W, A DISTANCE OF 211.80 FEET TO A 1/4" MAG SPRING FOUND.

THENCE, WITH THE LINES OF THE REMAINDER OF THE O'CONNOR FARMS, INC., ORIGINAL 82.40 ACRE TRACT (VOL. 353, PG. 663, TRACT I), THE FOLLOWING EIGHT COURSES:

N 07°-30'-14"W, A DISTANCE OF 244.86 FEET TO A 5/8" INCH IRON ROD FOUND, PASSING A PK. MARK FOUND ON THE CENTER-LINE LINE OF COUNTY HIGHWAY 254 AT 11.48 FEET AND A 1" INCH IRON ROD SET AT 41.68 FEET.

S 81°-56'-05"W, A DISTANCE OF 7.03 FEET TO A 5/8" INCH IRON ROD FOUND.

N 08°-03'-55"W, A DISTANCE OF 82.75 FEET TO A 5/8" INCH IRON ROD FOUND.

WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 125°-12'-44", A RADIUS OF 198.00 FEET, AN ARC LENGTH OF 428.33 FEET, A CHORD BEARING N 08°-15'-55"W, A DISTANCE OF 348.04 FEET TO A 5/8" INCH IRON ROD FOUND.

WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 82°-51'-35", A RADIUS OF 104.00 FEET, AN ARC LENGTH OF 114.10 FEET, A CHORD BEARING N 35°-24'-10"W, A DISTANCE OF 108.64 FEET TO A 5/8" INCH IRON ROD FOUND.

N 07°-58'-22"W, A DISTANCE OF 268.92 FEET TO A 5/8" INCH IRON ROD FOUND.

WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°-35'-15", A RADIUS OF 104.00 FEET, AN ARC LENGTH OF 59.15 FEET, A CHORD BEARING N 08°-19'-14"E, A DISTANCE OF 58.36 FEET TO A 5/8" INCH IRON ROD FOUND.

WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°-55'-24", A RADIUS OF 198.00 FEET, AN ARC LENGTH OF 272.41 FEET, A CHORD BEARING N 15°-20°-51"W, A DISTANCE OF 251.77 FEET TO A 5/8" INCH IRON ROD FOUND ON THE STATE LINE.

THENCE, WITH THE STATE LINE, THE FOLLOWING TWO COURSES:

S 81°-53'-40"E, A DISTANCE OF 41.65 FEET TO A 5/8" INCH IRON ROD FOUND.

S 77°-34'-07"E, A DISTANCE OF 184.75 FEET TO A POINT, REFERENCED BY A 5/8" INCH IRON ROD FOUND AT STATION 297+84.2, BEARING S 77°-34'-07"E, A DISTANCE OF 57.74 FEET.

THENCE, WITH THE INDIAN LAKE RESERVOR LANDS AND AN EASTERLY LINE OF THE REMAINDER OF THE INDIAN LAKE RESERVOR LANDS LOT NO. 46-48B, N 29°-10°-58"E, A DISTANCE OF 360.7 FEET TO A POINT ON THE STATE LINE.

THENCE, WITH THE STATE LINE, THE FOLLOWING TWO COURSES:

N 47°-26°-56"W, A DISTANCE OF 315.20 FEET TO A 5/8" INCH IRON ROD FOUND, PASSING A 5/8" INCH IRON ROD FOUND AT 18.91 FEET.

S 73°-20°-04"W, A DISTANCE OF 115.07 FEET TO A 5/8" INCH IRON ROD FOUND, PASSING A 5/8" INCH IRON ROD SET AT 67.64 FEET.

THENCE, WITH THE INDIAN LAKE RESERVOR LANDS, N 87°-42°-57"W, A DISTANCE OF 165.63 FEET TO A POINT ON THE STATE LINE, REFERENCED BY A 5/8" INCH IRON ROD FOUND BEARING N 21°-49°-09"E, A DISTANCE OF 12.64 FEET, PASSING A 5/8" INCH IRON ROD SET AT 72.32 FEET.

THENCE, WITH THE STATE LINE, N 84°-38°-36"W, A DISTANCE OF 32.24 FEET TO A POINT IN THE CHANNEL, REFERENCED BY A 5/8" INCH IRON ROD FOUND BEARING N 32°-32°-28"E, A DISTANCE OF 23.36 FEET.

THENCE, WITH THE STATE LINE AND A LINE OF THE INDIAN LAKE RESERVOR LANDS LOT 46-48Z, N 48°-34°-07"W, A DISTANCE OF 173.67 FEET TO A 5/8" INCH IRON ROD FOUND.

THENCE, WITH THE STATE LINE AND THE INDIAN LAKE RESERVOR LANDS LOT NO. 46-48Z, N 34°-19°-03"E, A DISTANCE OF 273.00 FEET TO A 5/8" INCH IRON ROD FOUND.

THENCE, WITH THE LINES OF THE INDIAN LAKE RESERVOR LANDS, THE FOLLOWING FOUR COURSES:

N 61°-47°-04"E, A DISTANCE OF 162.36 FEET TO A 5/8" INCH IRON ROD FOUND.

N 56°-47°-05"E, A DISTANCE OF 143.88 FEET TO A 5/8" INCH IRON ROD FOUND.

N 54°-17°-08"E, A DISTANCE OF 106.26 FEET TO A 5/8" INCH IRON ROD FOUND.

N 60°-46°-55"E, A DISTANCE OF 82.21 FEET TO A 5/8" INCH IRON ROD FOUND ON THE STATE LINE.

THENCE, WITH THE STATE LINE AND THE INDIAN LAKE RESERVOR LANDS, THE FOLLOWING THREE COURSES:

S 34°-19°-56"E, PASSING INTO VIRGINIA MILITARY SURVEY 12278-12311, A DISTANCE OF 180.65 FEET TO A 5/8" INCH IRON ROD FOUND, PASSING A 5/8" INCH IRON ROD FOUND ON THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393 AT 65.05 FEET.

S 57°-57°-58"E, A DISTANCE OF 239.33 FEET TO A 5/8" INCH IRON ROD FOUND AT STATION 315+52.5.

N 35°-54°-59"E, A DISTANCE OF 230.01 FEET TO A 5/8" INCH IRON ROD FOUND.

THENCE, WITH THE WEST LINES OF THE PATRICIA BREIDENBACH 196.89 ACRE TRACT (OR, 168, PG. 10, TRACT IV), THE FOLLOWING FIVE COURSES:

S 05°-56°-41"E, A DISTANCE OF 84.62 FEET TO A 5/8" INCH IRON ROD FOUND, PASSING A 5/8" INCH IRON ROD FOUND AT 182.40 FEET.

S 02°-46°-57"W, A DISTANCE OF 83.53 FEET TO A 5/8" INCH IRON ROD FOUND.

S 06°-05°-28"E, A DISTANCE OF 356.56 FEET TO A 5/8" INCH IRON ROD FOUND.

N 64°-04°-47"E, A DISTANCE OF 63.24 FEET TO A 5/8" INCH IRON ROD FOUND.

S 07°-20°-30"E, A DISTANCE OF 700.73 FEET TO A RAILROAD SPRING FOUND ON THE CENTER-LINE OF COUNTY HIGHWAY 38, PASSING A 1" INCH IRON ROD SET AT 670.15 FEET.

THENCE, WITH THE CENTER-LINE OF COUNTY HIGHWAY 38 (60 FEET WIDE), S 82°-58°-30"W, A DISTANCE OF 386.72 FEET TO A 5/8" INCH IRON ROD FOUND ON THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393.

THENCE, WITH THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393, S 05°-57°-46"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,249 ACRES, OF WHICH 0.481 ACRE IS WITHIN THE HIGHWAY RIGHTS-OF-WAY. THERE ARE 12,566 ACRES WITHIN VIRGINIA MILITARY SURVEY 13393 AND 16,683 ACRES IN VIRGINIA MILITARY SURVEY 12278-12311.

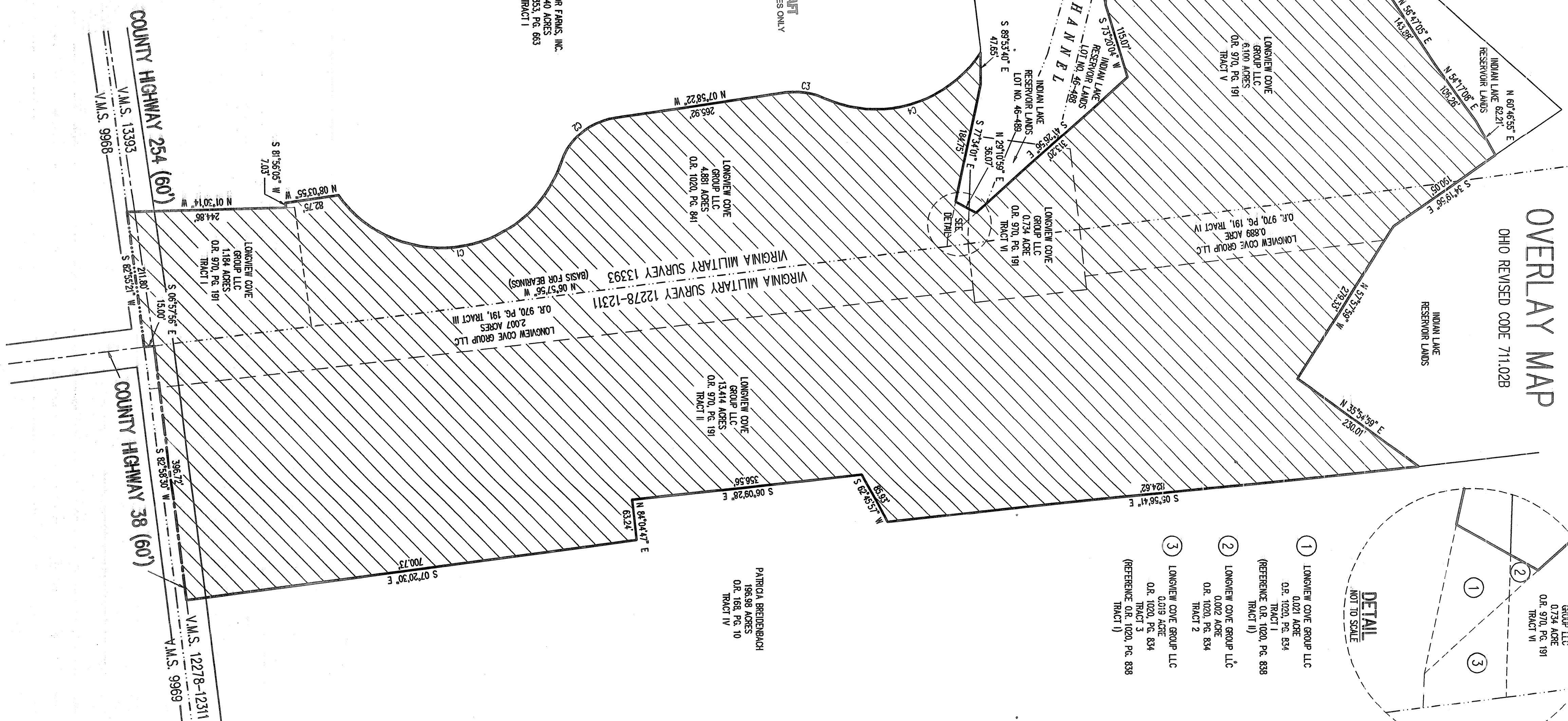
THE BASIS FOR BEARINGS IS THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393, BEING N 05°-57°-56"W, AND ALL OTHER BEARINGS ARE FROM ANGLES AND DISTANCES MEASURED IN A FIELD SURVEY BY LEE SURVEYING AND MAPPING CO., INC., ON DECEMBER 13, 2011.

DESCRIPTION PREPARED BY WILLIAM K. BRUCE, PROFESSIONAL SURVEYOR 7457 ON FEBRUARY 17, 2011.

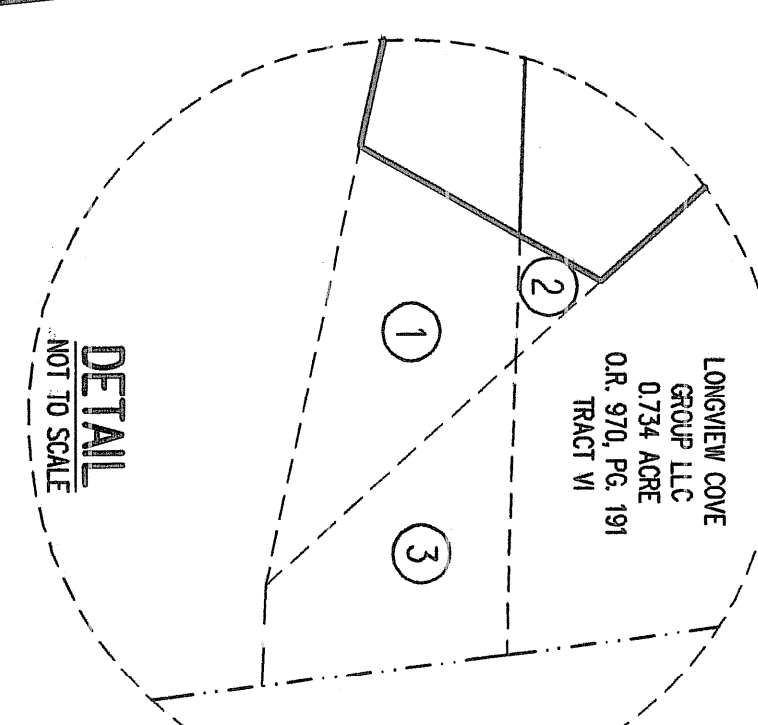
2 WORKING DAYS
BEFORE YOU OI 8
CALL TOLL FREE 800-362-2764

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125°12'44"	186.00'	428.33'	N 08°13'55" W	348.04'
C2	62°51'35"	114.10'	104.00'	N 39°24'10" W	108.46'
C3	32°51'35"	104.00'	59.15'	N 08°19'14" E	58.36'
C4	79°52'42"	198.00'	272.41'	N 15°20'51" W	251.77'

PRELIMINARY DRAFT
FOR DISCUSSION PURPOSES ONLY



OVERLAY MAP
OHIO REVISED CODE 711.02B



- 1 LONGVIEW COVE GROUP LLC
0.021 ACRE
OR, 1020, PG. 834
TRACT I
(REFERENCE OR, 1020, PG. 838
TRACT II)
- 2 LONGVIEW COVE GROUP LLC
0.002 ACRE
OR, 1020, PG. 834
TRACT 2
- 3 LONGVIEW COVE GROUP LLC
0.019 ACRE
OR, 1020, PG. 834
TRACT 3
(REFERENCE OR, 1020, PG. 838
TRACT I)

BASIS FOR BEARINGS:

BASIS FOR BEARINGS IS THE EAST LINE OF VIRGINIA MILITARY SURVEY 13393, BEING N 05°-57°-56"W.

FLOOD ZONE NOTE:

BY GRAPHIC FLOODING ONLY, THE AREA SHOWN IS IN FLOOD ZONE "C". AREAS OF ANNUAL FLOODING PER THE FLOOD INSURANCE RATE (FIRM) PANEL NUMBER 390772 0025 C WITH AN EFFECTIVE DATE OF MAY 15, 1985.

NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

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March 7, 2011

Jenny R. Snapp, Director
LUC (Logan-Union-Champaign)
Regional Planning Commission
P.O. Box 219, 9676 E. Foundry St.
East Liberty, OH 43319

RE: Longview Cove Final Plat Review Comments

Dear Jenny:

This office has reviewed the Final Plat submission for the subject project. Below are our comments:

1. The lot numbering and dimensions have changed slightly from the approved Preliminary Plat, but they are acceptable.
2. No date of plat is provided.
3. Township Road 38 is labeled as County Road 38.
4. The plat is not signed by the developers or surveyor and it is not notarized.
5. Evidence is required from the zoning inspector that approval of clubhouse zoning and development zoning is granted.
6. The Logan County Engineer's Office has not been contacted for any final inspections of improvements and no bond or surety has been furnished for the completion of the improvements.

If you have any questions or concerns about these comments please contact me at our office at 937-592-2791.

Sincerely,



Scott C. Coleman, P.E., P.S.
Logan County Engineer



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Zoning & Subdivision Committee Tuesday, March 8, 2011 1:30 pm

The Zoning and Subdivision Committee met in regular session on Tuesday, March 8, 2011, at 1:30 pm at the LUC Office in East Liberty. Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Scott Coleman, Greg DeLong, Wes Dodds, Charles Hall, Paul Hammersmith, Heather Martin, Fereidoun Shokouhi, Jenny Snapp, Jeff Stauch, Ben Willson, and Andy Yoder. Guests included: **Bill Narducci, Union County Engineer's Office**; Daniel La Roche, Logan County Prosecutor's Office; Chad Ross, Thomas, Dunlap, Heydinger Law Firm; Charles Lamb, Harrison Township Zoning Commission Chairman; Warren Taylor, Harrison Township Zoning Commission; Carl Arledge, Harrison Township.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Minutes of the January 13, 2011, meeting were approved as written with Paul Hammersmith making the first motion to approve and Andy Yoder making the second motion. All in favor.

1. Review of Parcel Zoning Amendment to parcel number 080900000017001, in Harrison Township (Logan County). The application proposes the parcel be rezoned from U-1 Rural District to B-1 Service Business District – Staff Report by Wes Dodds
 - o Scott – Questions or comments?
 - o Jenny – Do you guys have any questions or comments?
 - o Warren – **I don't have any questions but I may have a comment of interest.** The gentleman had no real basic plans for this property except he might have this, he might have that, he might have the other. No specifics. I mean, I flatly told him as a farmer if I went into the bank and told them a **banker what he just told me, they'd smile and kick me out the door. I mean, there's just no question about it.** It's been an ill-conceived building from the start; the **design and everything's just** not too good, I guess; there are several flaws against not only the zoning, but the building itself.
 - o Charles L. – We asked him if he had plans because he wanted to change this to take to the state for plumbing, heating, electrical. He had none of this, he had nothing written up, drawn up, conceived of how he was going to put any of this in. Nothing brought up or inspected or anything else.
 - o Paul – How will it be served with water and sewer?
 - o Wes – **It's still going to be on-site** there, although there is a water line that runs out from the City there on the North side of 47.
 - o Charles L. – He told us that worst case scenario that he would tap into city; the problem being he probably **doesn't** know is that for septic he has to put in a lift station and he has to maintain it, so that is going to be very

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expensive. Right now it is ok for a home with four **bathrooms, that's all** the septic tank is approved for. The house burned down and he built a barn. **That's the quick scenario. There** was a house there in the beginning, the house burned, and he built a barn.

- Wes – Paul there is a letter from the Health Department in supporting materials **that states it's only approved** septic for single family there at this time.
- Brad – It seems to me that it appears a case of spot zoning and **I don't see** any case being made against that; **it's** an island in the middle. **It doesn't** have any contiguous B1 connecting it, whatsoever.
- Fereidoun – Mr. Chairman, I will make a motion but I have to ask a question. Does this staff report go also to the property owner, so that he sees what the concerns are? Or does it just go to the township?
- Jenny – Generally we send out **the reviews to whoever's on the** application, as well as the township.
- Fereidoun – Good. That way he has an opportunity to come back and ask for conditional use.
- Fereidoun Shokouhi made the first motion to recommend denial of the Harrison Township Parcel Zoning Amendment with the inclusion of the **staff's** comments. Charles Hall made the second motion to recommend denial of the Harrison Township Parcel Zoning Amendment with the **inclusion of staff's comments. All in favor.**
- Wes – I just wanted to thank the gentleman from Harrison Township for coming out, it helps when you come here. We appreciate it.

2. Review of Longview Cove Final Plat, located in Richland Township (Logan County) – Staff review by Jenny Snapp.

- Paul – Will those have basements?
- Scott – Yeah I think the idea, that they do have basements, they built that land up quite a bit and they got a seawall, **so it'll be a two floor with a** walkout basement in the back, I think.
- Chad – The land is high and dry as we speak and has been over the last week and a half; but they will have a walkout basement from the area that has been built up approximately 10 or 15 feet above the sea wall level.
- Scott – They are actually, **I mean, I'm sure it's right what Wes is showing** but they are actually now built the site up out of the flood plain; so they probably should do a map amendment to reflect that.
- Jenny – As **far as the subdivision regulations go, they'll need to list flood elevations. It's required through the subdivision regulations.**
- Andy – Does each lot have its own private well?
- Chad – Yes
- Fereidoun – Mr. Chairman, clarifying question – this is a preliminary draft of a final plat? **Is that correct? We're not discussing preliminary plat?** We

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are discussing a final plat? Understanding that, my question to the staff is, we gave a conditional approval to a preliminary plat in 2009. Did that preliminary plat get completed?

- Jenny – The outstanding issue that we found out when we sent out the review was that Craig said there was never any approval from the Health Department on the private wells. **That's when** we recommended that they withdrawal the plat, however, **that's when Craig decided that he was ok** with the drawings they dropped off.
- Fereidoun – My question is, I want to make sure the staff does not review a final plat where there are issues still with the preliminary. We have to finish this step first.
- Jenny – **That's correct**, I agree with you. In fact, I think under normal circumstances we probably wouldn't have accepted the plat at all, but we were advised to accept the plat **by the Prosecutor's office**.
- Fereidoun – Do I understand that the zoning issue is a preliminary plat issue?
- Jenny – Well, remember our subdivision regulations state the zoning has to be in place at the final plat. And then I sent you all the correspondence and all the supporting material.
- Paul – Thank you.
- Jenny – **You're welcome**.
- Andy – **What's the average lot size** as far as dimensions, 60, 80? And the reason I ask cause if each one has its own well and **they're required to have** a 200 foot setback from the sanitary sewer.
- Paul – **They're generally 60 x 130**.
- Andy - When someone applies requiring a 200 foot setback for wells versus sewer, if I remember correctly, would that not do away with the private wells? Is there an issue that needs to be addressed also by the Health Department or EPA? Each lot is only 60 or 80 feet wide.
- Jenny – It could affect the lot layout; I can send that to Craig and make sure he gets the letter from the EPA.
- Andy – With the setbacks for sanitary sewer and each lot is 60 or 80 feet wide.
- Chad – Well I can tell you that the Health Department has approved it for the location of wells. **I didn't see anything in the EPA letter** that we just received this morning that questioned that, so apparently the parties that have jurisdiction over those issues have not objected to it. Craig initially did and then worked with him to identify the specific location of each private well location and we've also made it clear via letter agreement with the Department of Health and also in our Declaration of Covenants, Conditions and Restrictions **that we'll be notifying each lot owner** of the exact location of where their well has to be when they submit plans. The **Homeowner's Association** has a very comprehensive internal governance

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that will not approve plans that are not in accordance with that. And **they're on notice that when they submit it to Craig Kauffman at the Logan County Board of Health that he won't submit it if it's not in that location.** So as far as this extra jurisdictional **bureaucrats that you're commenting on, I don't think that I'm aware of it** and no one who LUC has contacted raised any issues about it.

- Andy – For your reference, **it's item #14 in the letter from the EPA and I'm assuming that's a 200 foot radius for every well in regards to sewer.**
- Chad – Is that the letter from this morning? Thank you. Cause I admit I have not had a chance to go over it and review that letter.
- Jenny – And I will send it to Craig for his information.
- Scott – Yean and it may answer part of that. **I don't know I'm throwing this out there;** Dave Duff told me that when they submitted part of the problem with that was they submitted it with the box checked for owner maintained sewer system versus a public sewer system. So maybe that has some affect on it.
- Andy – **I didn't know if it was on-site or public utilities.**
- Scott – It is county owned sewer, it will go to the county owned sanitary system.
- Andy – **The collection will be owned by the home owner's association?**
- Jenny – Yes, who will be responsible for maintenance?
- Scott – **The homeowner's association.**
- Fereidoun – I have a question. **What I'm understand, we have two issues. One issue is legislative and the second issue is technical. We cannot approve anything that we don't have evidence that the proposal is not in compliance with zoning. In all respect, we can have all the discussion we want for the next three days, but I want to make sure that we target, as long as we don't have the zoning resolution or certification that the development is in certification with the zoning, I don't know if we can go anywhere.**
- Scott – I believe to answer your question; I believe Chad is here about that, to withdrawal? **That'll probably clear up some of the questions.**
- Chad – **Again, my name's Chad Ross and I'm here on behalf of the developer. We up until about a week ago or two weeks ago when the zoning issue resurfaced, we've been working on the covenants, conditions and restrictions and acquiring real estate and we had not been, hadn't at all, been assisting the developer with the EPA applications, any of the zoning procedures that took place back in the fall of 2009 and so forth. Now, as each individual issue has come to light, of course they've asked us to take a look at it and I can tell you that right now, as of this morning, we're going to be overseeing every aspect of this to make sure things are done properly and that we're able to address the questions and concerns so you know where we're coming from. Until yesterday when we received**

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some of the comments from Scott regarding his comments on the surety **and the developer's agreement**, and so forth and then the EPA letter this morning, I thought we were going to be here primarily talking about zoning. **And we've been working with the prosecutor on reviewing that** issue and also maybe trying to come up with some ways to address issues on both sides of the equation. Just so you know, obviously, my developer, my client is very interested in getting these lots approved and moving to market. For those of you that may be not as aware of Indian Lake real estate as those in Logan County are, it is a highly seasonal business. And the more, the faster they can bring those lots to market during spring and summer when people are coming from Columbus, or Dublin, or wherever the case may be and looking at the property, time is of the essence. And model homes are of the essence so forth. Now that said, as we received **Scott's issues** and the issues from the EPA this morning, I wanted to still come here and discuss the development but obviously **we're** not in position where we can have a letter of credit ready from this morning on. We will **have one and of course we'll post it**. Just so you know, my client did not submit this plat for final approval knowing that all these things occurred. I think there was miscommunication between Scott, and I think Scott admitted as much in his e-mail that he had not communicated to the client **that they needed to post this until yesterday so they're working on it and we'll get it but that wasn't something they knowingly did and tried to ram** it through just for sake of full disclosure. On the question of zoning, however, which is really what I want to talk about because we would like to talk to you about tabling the analysis until the **next month's meeting**. But there were two issues that were identified in the November 2009 preliminary report. And one was an actual issue stating that you have to have variances for the lots. The other one was a comment that said the LUC staff was going to consult with the Logan County Prosecutor regarding the amendment process which took place to rezone this property from U1 to R2. That process took place from October of 2009 and completed in December of 2009. From December 2009, when an actual resolution was signed by the three township trustees saying the zoning amendment had taken place and frankly even **on the LUC map that's** posted on-line it shows that zoning has been changed. My client thought the issue was settled; they had things in hand from the township trustees **saying yep we've done it**. And although it was a mistake, they also said and **we've** approved the variances you need. Two days before we submitted the **plat we had contact from Dan and Jerry Heaton who's the Logan County** Prosecutor saying what do we think about this issue that Jenny had brought up again. She brought it up in the November 2009 preliminary report, I think there was some communications in December 2009 but there was never any communication with my client, nor any type of such

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communication since December 2009. So again, it's not something that we dragged our feet on and an hour here asking you to ram it through. Since that time, I went to the township trustees and I pulled their documents and their files and I can say that we do not have any evidence that shows that they properly obtained the variances that they need, which is a variance on the rear lot, the rear yard setback from 30 feet to 20 feet. Now because this is water front property and because of the Richland Township Zoning Resolution, the rear lot is actually the roadside lot but **that's the yard where we would be going** through the variance process on. I submitted an application on Friday and we have a hearing on March 22 on that question. But I think we do need to discuss the zoning amendment. **I've reviewed the file, and I've also reviewed it** and sat down with Jerry Heaton and Dan, who's here from the Prosecutor's Office and we walked through the provisions of the Ohio Revised Code on the zoning amendment. And I know that it is my opinion and I believe Dan is going **to also say, but I'll let him stand up and speak** for himself, that no party here is going to give a legal opinion that that zoning amendment is not proper until a judge and jury says so. Because the steps that were undertaken including publishing the notice in the newspaper, letters to the adjacent landowners, who actually showed up at the zoning commission hearing, those all took place. Now, did they exactly comply with every step of that procedure, **we can't say that. But we also don't think** that a judge and jury has weighed in on the fact that this is indefensible harmless error in the rezoning process. In fact, the delays that took place, **if you're going** to argue about who was prejudice, well clearly my client would be prejudice by the way would have been blighted. **I'll also note to you that** the final legislative action on that took place on a notice in the Bellefontaine Examiner paper hearing that took place on December 30, 2009 **and that's what, two** years from now and **there's been no contest** by any party saying that legislative action was improper. So my client's position, and I think the position of the County Prosecutor is that the zoning amendment process does not need to be retaken because we have legislation in place and until a judge and jury stands in judgment and says and yes **we've taken in** all the evidence and this was not properly followed and this is harmful to the public good, that it should stand. The variances are another question, and we do have to comply with that.

- Jenny – Unfortunately, we were advised by the **Prosecutor's** Office when we met with them that the township would be required to go through the process again.
- Dan – Well, that conversation did take place and we did talk to the township about that. Let me backtrack and address some of the things that Chad laid out here. I absolutely agree with him that once the legislative body, as Richland township Trustees did, once they enact that

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piece of legislation until a court and **jury says otherwise, that's going to be** effective. So, as the record stands today here, the books show that the zoning has been done for the land involved here has been rezoned. Was the process ideal, no it was not. **I'm not going to give a legal opinion as** Chad had done as to the likelihood of success of a challenge to it. But I will tell you that it did go to the Richland Township Zoning Commission and it did go back to the Trustees. In baseball terms, I guess two out of three **isn't bad. It did not** go to LUC. But the legislation is there, it went through **those channels, it's reflected** on their books. So, as we sit here today, I think I can tell you, **it's there.**

- Paul – **You're saying** essentially the zoning is not in dispute?
- Dan – Not in dispute until someone makes it, someone stands up and prevails in a court of law.
- Fereidoun – I want to make sure we understand, **it's not the process.** We were talking about whether the petition was presented before the proper board before it got to the township trustees and legislative action. **That's** where our problem was.
- Scott – Was that only for the variances?
- Dan – I want to make it clear to you, **I'm in no way defending the variance** issue.
- Chad – **And as I've said,** we already have a hearing set to get that corrected because contrary to the representation for the township for my clients who **they've relied upon for** the last year or two years where the variances were approved, **it was not done properly and it wasn't even done within** compliance of the zoning resolution because the board of zoning appeals never had a hearing and they ruled on them. As opposed to the amendment issue which is the focus of our discussion and where there was defensible, substantial compliance, **and of course there's been no issue with any party that has standing at this point and there's a resolution** that has been passed.
- Fereidoun – **If there's** a zoning amendment, that doesn't follow the timetable and **the public hearing schedule? It's up to the Prosecutor's** office to stand up and say. If you do, that zoning is not valid. That is what **I understand. Therefore, you're saying it's ok until you** get challenged in **the court. That's what I'm hearing from you?**
- Paul – **That's what they said, it's not in dispute.**
- Fereidoun - I understand but you have to remember this is an engineering **mind, you got it, you got it; you don't, you don't.**
- Chad – And as you probably know from your experience, there are cases that go multiple ways when it comes to technical defects in zoning procedures. And in this case, again, certainly my clients will vigorously defend any contest of that legislative action because they have nine million dollars of investment to protect. I also think that the township trustees

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would go to their statutory council and say we did it right, defend us and **so I think the point that we're making is** as attorneys, both on behalf of my client who's really got the risk here, frankly, right and the County, **we're** saying that **it's not patently wrong**. On the variance, which technically we do have something in writing from the township that says we approve the **variances, no one's going to defend that action because it wasn't even the proper committee**. That's where I'm coming from and I guess the point I want to make is because even when we come back next month, and we **have everything tied up in a nice bow, we're** not planning on having that done because we think it is done. **And we don't think** until someone contests it and says that it was done wrong that we should have to go through that procedure again.

- Fereidoun – **In most counties we're going to get an opinion from our legal consult and your counsel is sitting there and says that it's ok.**
- Chad – **That's fine.**
- Jenny – At that point, it's almost a **conflict because they're representing** the township, as well as, LUC.
- Greg – **That's where I'm struggling with this whole thing.** I think the County Prosecutor is getting a little too wishy washy for my comfort level with this whole thing. And I did not appreciate getting last minute modifications which look like bailouts to me. You get this thing correcting the date and a hold harmless agreement thrown at us. **I'm uncomfortable to be honest, that's my personal opinion.**
- Chad – And frankly, my client is uncomfortable as well because **we're** caught in the middle between public servants who are telling us that yep **you've** did everything you need to do and now two years **later after they've invested this money, they're being told nope you didn't and now we have** bureaucratic steps to go through. So I share your frustration. I can tell you this, that when I look at the files of the township trustees, they, and I can make copies for Jenny, they have certificates of publication that say the dates and that was a **clarification because I said you've got** a public notice here and you said you had a meeting on December 30 but your **resolution doesn't match.**
- Greg – **What I'm struggling** for myself is, ignoring the fact of them not following the process means Step 2, when we have another project in this township are they going to ignore the process again?
- Chad – **I can't speak for the trustees. All I'm asking** is that whatever issues that this committee has with Richland Township, **I'm asking you to please work with us, we're just trying to work through a problem and any issues** that may exist or continue to exist, and I can only speak for this issue.
- Jeff – Your reservation for tabling the plat as of now, **what's the** reservation with asking the township to go back through as the

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Prosecutor's Office suggested a week or two ago, and properly do the zoning amendment? Is that a time issue?

- Chad – **Yeah, there's a couple of issues. First of all, maybe I'm wrong but I** thought, for Dan and Jenny, I think I provided the documentation perhaps after you had your initial conversation just so you know why Dan changed his view on this.
- Jenny – **Unfortunately, he didn't send it to us, obviously.**
- Chad – **That's fine, I understand. But, yeah,** if you map it out, even under best case scenario timeframes, the soonest that legislation would be effective is May 4, which means **then we'd have to come back before this** body which means once a month and maybe catch May, maybe catch June and by then the summer is essentially, a large portion of its gone. Plus the marketing that **they're having issues with is** that people want to see a model home. **They want to see what it's going to look like and so that** means before they can get a model home built, they have to have a plat approved and so not only are you looking at the plat not being approved **until May or June, you're also then looking at two** month construction period and the summer is essentially over. **So that's the** dollar and cents issue of going through the review again. Plus just the concept of having to go through the whole procedure of public notices, **even though I think it's** a very low potential, but the potential for a public referendum by filing petitions **even after the action's been taken.** Whereas **now it's long since** passed. So, **it's a** very different dynamic both dollars and cents marketing, but also legally.
- Jeff – **So you'd be losing** approximately a month if you were forced to go back through the zoning.
- Chad – As we sit here **today, we're looking at May, this is when** I mapped it out on Friday, so now push that back five days so approximately May 9 **before that legislation would be effective because there's a 30 day waiting** period after you go through the steps, **and that's getting the township to** really cooperate with us on the time periods as well. **And then I don't** know about your meeting frequency but you plug that into final plat approval which may be into June, then plug that into construction period **of a model home, and they've lost a year.**
- Paul – I guess **for me it's less** than ideal, but **if the prosecutor's office feels** that almost is close enough, or mostly correct gets them there, **and that's their decision, they're the ones that will have to defend** that if it does end up in dispute.
- Jenny – Then where does that put us if it does end up in dispute and we **approved a plat where the zoning wasn't followed, I guess that's my** question for Dan.
- Paul – We'll let the prosecutor's office sort that out.

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- Scott – Well, I guess my question to Dan is, **the prosecutor's office** as legal council for the township is not recommending that they go through the zoning process again.
- Dan – **Not at this point, we're looking at it.**
- Paul – Do we have something in writing that says that?
- Jenny – No, because we were never informed of that when I spoke to Dan yesterday. They changed their opinions of that because we were told when we met with them that they recommended the township go through the zoning amendment again.
- Dan – We did say that before we had a chance to inspect Richland Township records.
- Paul – **I don't need to know all the gory details on how you got to your decision, I just want something in writing of what your legal opinion is.**
- Charles – **That's what we can hold.**
- Paul – If almost is good enough and you guys are comfortable with that to defend it.
- Charles – **I want something in writing from the prosecutor's office.**
- Scott – Alright, with that said, I think, they would be requesting a tabling.
- Jenny – I think we need to discuss the fees because we took it all the way to the day that we were meeting and sent it out to all the reviewing agencies. **That's two weeks. We advised them at least a couple of times to withdrawal the plat and we went through all the hoops here to get it.**
- Chad – Excuse me Jenny. Of course we knew of the issue on zoning and we planned to have the discussion **that we're having today. In fact, we're working with the prosecutor's office on the hold harmless agreement** which is now moot, to try and get on a limited basis the approval necessary to get a couple lots ready for these builders. **That's all moot now. Until yesterday we didn't know the issue** that the no surety had been posted that was based on a miscommunication when there was a question asked to Scott about it. And of course the EPA came in this morning so if all this had come in a week ago, I would have called Jenny then and said yes by all **means, let's I can't put all this together.** But up until this morning, I had plans to come here and talk about the exact issues that we have been discussing so I guess I would ask for some lenience on the \$2500 plat **submission fee when most of the work that's been done will not be** applicable in one month from now.
- Fereidoun – **That's** given that you follow the staff report and the checklist making sure that every other item complies.
- Jenny – To go back to the bond and surety, **that's clearly stated in the** subdivision regulations. And we held Jerome Village to that and there were no apologies that you need to follow the subdivision regulations. **That's clear and it's up to the developer to know the** subdivision regulations.

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- Chad – **And it's also, this is more political commentary, but you know, I think my clients have learned they need to watch their back and to work forward on this but they certainly are entitled to rely a little on public officials and statements that this has been done or this hasn't been done. That said, whatever the committee comes up with, of course, we'll respectfully comply with.**
 - Greg – Well, I can say that Mr. Sims is a big developer in the Dayton area and I think he knows processes, I think he could check.
 - Chad – He did, he asked Scott directly if there was anything else that was needed and Scott by his own admission admitted to forgetting it. **And that's fine Scott, everyone makes mistakes and I'm just asking because of that mistake, maybe we can.**
 - Fereidoun – My point is I can be comfortable that our staff would not go through the whole process if we get some assurance that the checklist will be complied with then I know we **don't have to do** the extra work but if **you're coming back and we have to** go through the whole process again. **That's a cost that we shouldn't have to endure again.**
 - Jenny – **We'll still be sending it out** for review again.
 - Chad – **Again, Jenny and I had discussion earlier, that's a very** difficult standard to meet that you have to have, you have to know every single comment before you submit it for final review. I mean, frankly, several governing agencies **didn't even submit things until the last few days so I understand where you're coming from but I have to say we thought we had** the variance in place cause it was in writing from the township, of course, **now it's defective, we know that. But in any event we're going to comply with whatever you come up with and submit for next month's meeting.**
 - Paul Hammersmith made the first motion to recommend denial of Longview Cove Final Plat as recommended by the staff and Greg DeLong made the second motion to recommend denial of the Longview Cove Final Plat as recommended by the staff. All in favor.
 - Jenny – We probably need Dan to stay so we can talk to him about some issues.
 - Chad – Thanks a lot, appreciate it, see you next month.
3. Other
- Hold Harmless Agreement
 - Scott – Can the subcommittee go into Executive Session?
 - Many felt that no, it could not happen.
 - Fereidoun – Do you want to discuss this?
 - Jenny – I do.
 - Fereidoun – **Should you meet with the Prosecutor's Office?**
 - Jenny – **I've done that.** I want to discuss the hold Harmless agreement, that's what I think is important. **During our meeting**

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with the prosecutor's office, we were presented this and it had both our name on it and the township name and I know there was some **question from committee members over this that didn't** really understand it and I think we need some more insight on that.

- Dan – Well, at this point, **I don't know that there's any** applicability of it with the plat having been turned down.
 - Paul – My opinion of the hold harmless agreement was they were trying to put a band aid over a bullet hole to get someone where they wanted to go. I would not agree to that.
 - Fereidoun – Any person in a public office is going to be questioned about a hold harmless agreement. About every four years when I get a letter the government sends me, I have the most expensive **frame on it, I'm not about to give it up. That would undermine the** immunity of the action of the office and the government entity. I would have a hard time being exposed to this.
- Timeliness of Comments
- Paul – I spoke to Jenny about it this morning, and as Mr. Ross kept pointing to is the timeliness of comments. As we look at the whole process, we need to do **something about this process because it's** really unfair to the staff here to be waiting until the eleventh and a half hour to get comments from other agencies and Jenny's **putting** together a staff report at 6 pm to send to us for us to consider it. This is too much information to try and go through in two hours time if you even had it the next morning. I think we need to come up to some deadlines.
 - Charles – At that point, we have to rely on the staff.
 - Scott – And we had, this is similar to Jerome Village where **it's a** different animal because they did start the construction and their intent, or at least what I thought their intent was once the preliminary plat was approved was to proceed with construction and come back to the final plat once they finished with construction. It would have meant that they would have called for final inspection and the whole process, two weeks ago when he asked me about it, **it didn't occur** to me about the streets not being done **because they're private streets so that's a little different too.** They do need to either complete it or set up a letter of credit, so I told him that, my bad on that. But it **still doesn't absolve** them on the responsibility to read the zoning regulations.
 - Paul – Even if this had been a routine case, we have to come up with the time to say, look the lids on it, the staff report goes out at this time so we have time to review it and can make an informed decision.

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- Fereidoun – The problem we had, we had the issue come up before **is do we get enough time; some of it's not within our control. The** zoning timeframe we have to meet, per statutory.
- Paul – I get that but we can craft a process that meets our statutory **requirements that aren't getting the staff report the night before the** zoning commission meeting.
- Jenny – I can do that. **It's important to remember this is a final** plat, all of this stuff should have been done. To come up with a list that we just got this today, everything should have been complied with before we accepted the plat. **And frankly, I shouldn't have** accepted the plat, but I was advised to accept it.
- Paul – And it put you in a bind.
- Jenny – Yep.
- Scott – Part of that is I thought they were going to withdrawal so I **didn't** bother with reviewing it.
- Jenny – They were advised on numerous occasions to withdrawal the plat.
- Scott – **And that's probably part of the reason why some of the other comments didn't come in until late.**
- Jenny – **Well I didn't let any of the other reviewing agencies know** that there may be a question of withdrawing.
- Paul – Maybe as a recommendation from this committee to the Executive committee is that we ask the Director and her staff to create that process to help establish those timelines.
- Scott – How are you going to, I mean what, I guess give me an idea of what **you're going to establish that's** going to be different then you should have all this stuff by this date, **before our next month's** meeting.
- Paul – **If it's not in** essentially, they have the opportunity to have it denied or tabled. **I can tell you that's how our process runs in** Dublin.
- Scott – What were the Jerome Village, were they preliminary plats?
- Jenny – No, those were final plats. We held up that plat because **they didn't have the bond and surety. They did not submit it.**
- Jeff – From the zoning standpoint, that gets fixed when we make a change to the subregs to the preliminary plat landmark, instead of final. Is there a way we can do some of these timeline adjustments without the final subregs being drafted and finished off?
- Fereidoun – Excuse me, are you suggesting that the zoning be in place at the preliminary plat stage? If that was the issue at the preliminary plat, **we were done, you shouldn't even submit it.**
- Scott – **That's where it came up because normally it's not a big deal and most cases it's not a problem.** But in the case when the

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developer has the money to begin construction, because it's allowed, the zoning needs to be in place at the preliminary plat.

- Bill – What in this plat is a public improvement? The sewer?
- Scott – Well, they built the channels and the seawall, they raised the ground and put in **the road bed. Once it's platted, once the final** plat is approved, they have to guarantee construction of it whether **it's private** facilities or public facilities.
- Paul – Yours is more of a compliance inspection not quality inspection.
- Scott – We can identify what we saw, we can say this road was built and they did this. They put the amount of stone in that was called for, asphalt that was called for. They constructed the sewer. Did they put the proper spec items in accordance with the drawings and specifications.
- Fereidoun – In regards to the recommendation of recommending to the Executive Committee about coming up with procedure for proper timing, do we want to do that?
- Scott – What else are we going to do besides use a deadline?
- Paul – At least let her come up with some ideas and let us look at it.
- Jeff – But in this case, part of the problem is reviewing agencies; you had comments trickling in yesterday. So how do you direct your own people to more or less?
- Scott – **I'm not picking on anyone, but didn't we have the same** thing with Jerome Village?
- Jenny – No, not with reviewing agencies.
- Paul – **You need to figure out what's critical.**
- Jenny – **I'm sorry about** all the e-mails but I felt it was important for you guys to see what was going on here because on the onset of this there was some threat of litigation. Bill Simms called Kevin Bruce when he was in here at the time of the plat saying I have 10 **million dollars into this, I'm going to sue them. So I think it's** important that all of you are in the loop on all correspondence and e-mails. Unfortunately, **in this case the developer thinks I'm** picking on him but you know, this is about fairness and consistency and I would do this for any other developer. I wanted to make that clear.
- Fereidoun – From my perspective, I never thought this was a charity organization that we do work on whatever you want to bring me. **I don't like to have our operation be trial** and error. Let them just bring it in and they can tell me what they want. I can get conditional approval and just give them what they want. **I don't** want to be set that up but at the same time **I'm** very concerned that **we're going through the same process** and continue to work on the

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same subject. **I don't have a problem to not charge you for something that I've already charged you but if you're going to submit and then go through another 50 sheets of paper, and then you have to pay for it.**

- Jenny – I also think **we need to establish that I'm not** accepting the plat until all these things are taken care of, including the variances. **I need proof that it's** done.
- Fereidoun – The only thing I have in here is the tabling; we need to put in a policy for ourselves that if the applicant has not requested to table the request the week before the meeting, then that would not be an option. We approve or disapprove.
- Charles – I think Jerome Village asked the day of and we granted that.
- Paul – The problem here is it gets them up to the eleventh hour. They should have to do that the week before. Just for a point of comparison, we have a 15 day rule; no new information can be submitted 15 days before that deadline. **We will review what you've submitted, if there are deficiencies you can ask to have it tabled. Or we'll continue our review and it's approved or denied.**
- Jenny – Brad and Greg do you have any suggestions?
- Greg – Ours is when a public advertisement goes out.
- Brad – **I've used to do this and tried** to work with people more, but it does a disservice to you and the applicant. **I'm fine with the 15 day rule; whatever you think is going to work.**
- Scott – But our submittal deadline would be under 15 days for this one.
- Fereidoun – You may want to look at something for 10 or 15 days and have a deadline for when they table it.
- Jenny – **If we're in the position of them representing us and the township. I'm not comfortable** with the hold harmless agreement being shoved and pushed when I would never sign anything without asking the Board to look at it, but secondly the township and our office should not be on the same hold harmless agreement.
- Paul – Discard that hold harmless agreement.
- Jenny – **I know but if we're in that situation of them representing us and the township, I would assume that we get.**
- Fereidoun – **They'd have to make the determination if it's a conflict of interest.**
- Wes – I just want to make a comment on what Ferei said earlier. On conditional approvals, you said we shouldn't be accepting the final plat til they've met the conditional approval. That makes it difficult for us because **we don't know if they've met it until we take the plat, then we find out the issues. Like this case, we didn't know**

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that issue with the wells hadn't been taken care of until we sent it out to review agencies.

- Fereidoun – **I'd look at it as a technicality issue. I knew where this** was going. Before we accept the final plat, you want to get a letter of certification that this final plat is complete. I need some kind of certification, some kind of document, that process had been finished. Have him certify it.

The Zoning and Subdivision Committee adjourned at 2:39 pm with Fereidoun Shokouhi making the first motion to adjourn and Paul Hammersmith made the second motion to adjourn.

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