



Zoning & Subdivision Committee
Thursday, July 13, 2023, 11:30 am

- Minutes from the last meeting of June 8, 2023
- 1. Review of Farm at Indian Run Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Homestead at Scotts Farm Phase 1B Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 3. Review of Industrial Parkway Data Center Campus Final Plat (Union County) – Staff Report by Brad Bodenmiller
- 4. Review of Jerome Park Amended Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
- 5. Review of The Courtyards of Hyland Meadows (VN-13) Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
- 6. Review of Allen Township Zoning Parcel Amendment (Union County) – Staff Report by Gram Dick
- 7. Review of Bloomfield Township Zoning Plan (Logan County) – Staff Report by Aaron Smith
- 8. Review of Jerome Township Zoning Parcel Amendment (RU to LDR) (Union County) – Staff Report by Gram Dick
- 9. Review of Jerome Township Zoning Parcel Amendment (RU to PD) (Union County) – Staff Report by Aaron Smith
- 10. Review of Jerome Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
- 11. Review of Liberty Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick
- 12. Review of York Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick

Members:

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



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

Staff Analysis:	<p>This Final Plat involves 24.729 acres of land and proposes 40 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 4.501 acres in right-of-way ○ 9.227 acres in single-family residential lots ○ 11.001 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water service ○ City of Marysville sanitary waste disposal <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was approved in February 2021, and subsequently extended in February 2023. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 07-05-23. Due to this, LUC staff reached-out to confirm whether a bond was required and, if so, the status of its approval. In an email dated 07-10-23, the Engineer’s Office confirmed a bond was required and it has not been approved the County Commissioners.
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- Union County Soil & Water Conservation District
 - In an email dated 06-29-23, the District advised it had no comments.
- Union County Health Department
 - No comments received as of 07-05-23. Standard comments from the Health Department are below:
 1. **“All efforts** should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”
 2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being **situated within 200’ of a sanitary sewer easement**, shall be brought to the attention of the Union County Health Department.”
 3. **“If at any at time during development of the** subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment **system (STS).**”
- City of Marysville
 - The City submitted comments in an email dated 07-05-23. Some of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
 1. Please provide + label **a 10’ Utility Easement**, flanking the right-of-way, for the waterline along the east edge of Whitetail Way.
- Jerome Township
 - The Township submitted comments in a letter dated 07-06-23 and a follow-up email on 07-10-23. The Final Plat complies with the approved Development Plan. Some of the submitted comments are listed



	<p>below and summarized for reference. (Please refer to letter for all comments.)</p> <ol style="list-style-type: none">1. Sheet 1: The Township requested an update to the language in the “Jerome Township Zoning Note”.2. Sheet 2 & 3: The Township requested the applicant confirm the designation of McKitrick Road—whether it is a Township or County road. <i>Note from LUC staff:</i> Perhaps the note regarding jurisdiction is unnecessary. <ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 07-05-23.• Union Rural Electric (URE)<ul style="list-style-type: none">○ URE submitted comments in a letter dated 06-30-23. <u>Some</u> of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)<ol style="list-style-type: none">1. Sheet 3: No defined easement between lots 21/22.2. Sheet 3: No defined easement along north side of Lot 14.3. Sheet 3: No defined easement along west side of Lot 25.4. Sheet 3: No defined easement along south side of lots 25/26.5. Sheet 3: No defined easement along east property line extending from Lot 34 to McKitrick Road.6. Sheet 3: No defined easement extending from McKitrick Road to northwest corner of Lot 35.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Sheet 1: Please add a note about the granted right-of-way width variance from Section 406 Road or Street Right-of-Way and Pavement Widths.2. Sheet 2: Written scale in top-right corner of sheet reads 1 inch = 100 ft. Staff believes it should read 1 inch = 60 ft. (§323, 1.).3. Sheet 2: Written scale in bottom right corner of sheet reads 1” = 600’. Staff believes it should read 1” = 60’ (§323, 1.).4. Sheet 2: Building setback line labels are depicted, but the actual building setback line is not depicted (§323, 5.).5. Sheet 2 & 3: Review label for Fox Field Path (60’).
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	<p>Staff believes the right-of-way width should be (50') (§323, 5.).</p> <ol style="list-style-type: none">6. Sheet 2 & 3: There are two DOS areas. Both are labeled DOS. How will these be distinguished if there is not a 1/2 or A/B label (§323, 10.)?7. Sheet 3: The D & U Easement runs into the Util Easement running parallel to McKitrick Road. Where does the distinction between the two start/stop? Or, should the easement running parallel to McKitrick Rd be both a D & U Easement? There are four such labels (§323, 7.).8. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).
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Staff Recommendations:	Staff recommends <i>DENIAL</i> of Farm at Indian Run – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 07-13-23 LUC meetings, confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise.
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Z&S Committee Recommendations:	
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Application for Final Plat Approval

Date: _____

Name of Subdivision: _____

Section/Phase: _____ Block _____

Location: _____

Township: _____ Military Survey: _____

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

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

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Acreage w/in Approved Preliminary Plat: _____ Acres

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

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



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

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

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

Typical Lot Width: _____ Feet Typical Lot Area: _____

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

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

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: _____

Approved method of Sanitary Waste Disposal: _____

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

Approved 50' righth-of-way Widths Date 1-12-2021

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

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

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

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

Bond has been submitted to County Engineer? _____

Bond approved by County Commissioners? _____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Final Plat Review Checklist

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



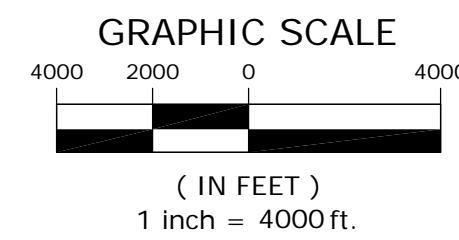
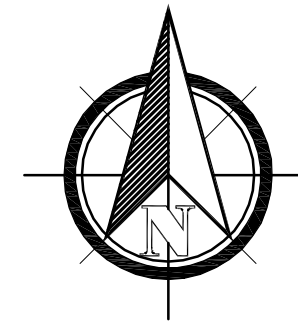
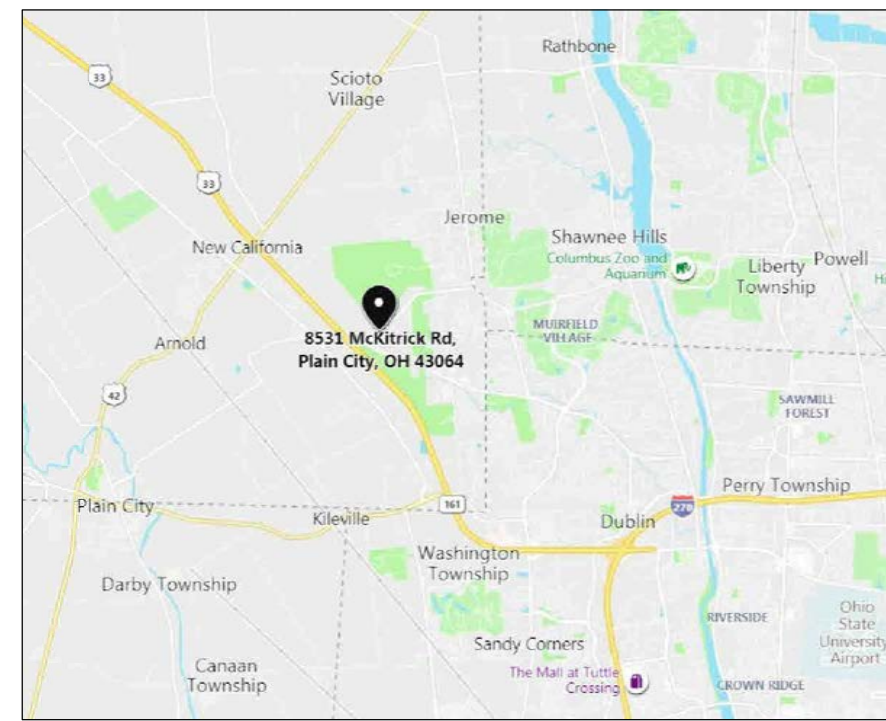
Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

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

LOCATION MAP

VICINITY MAP:



FARM AT INDIAN RUN

SITUATED IN VIRGINIA MILITARY SURVEY No. 7181

JEROME TOWNSHIP, UNION COUNTY, OHIO

Situated in State of Ohio, County of Union, Jerome Township, Virginia Military Survey No.7181, being 24.729 acres of land (24.686 ~ Deeds) as described in deeds to Wicked Chicken, LLC, of record in Instrument No. 201911140009445, 201911140009446 and 201911140009447 and , Recorder's Office, Union County, Ohio

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

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

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

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

Wicked Chicken, LLC:

By: _____

Signed and acknowledged in the presence of:

Signature: _____ Witness

Printed Name: _____

Signature: _____ Witness

Printed Name: _____

STATE OF OHIO
 COUNTY OF UNION
 Before me, a Notary Public in and for said County, personally appeared _____ of Wicked Chicken, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

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

Signature: _____ My commission expires: _____
 Notary Public

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

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

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

Approved this ____ day of _____, 2023: _____
 LUC Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this ____ day of _____, 20____ for the County of Union, State of Ohio. Street improvements within said dedicated rights-of-way shall not be accepted for public use unless and until construction is completed and accepted as such by Union County. In addition, street improvements within said dedicated rights-of-way shall not be accepted for public maintenance until the maintenance period transpires and the street improvements are accepted for public maintenance by Union County."

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

Union County Commissioner Union County Commissioner

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

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

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

Plat Book _____, Page _____
 Union County Recorder

Slide _____

THE FARM AT INDIAN RUN IS SUBJECT TO _____ DECLARATION AND RESTRICTIONS AS RECORDED IN VOLUME _____ PAGES _____ UNION COUNTY RECORDER'S OFFICE, AS AMENDED, THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS AS RECORDED IN VOLUME 911, PAGE 922, UNION COUNTY RECORDER'S OFFICE AND THE DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JVCA RECORDED IN VOLUME 859 PAGE 275, UNION COUNTY RECORDER'S OFFICE.

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

Residential and Commercial

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

Residential Only

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

Miscellaneous Restrictions/Notes

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

Utility Easements (U)

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

Drainage Easements (D)

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

Area Summary		
Right-of-Way (Township)	4.501	AC
Lots	9.227	AC
Openspace	11.001	AC
Total	24.729	AC

Lot Summary		
62' Frontage	24	
90' Frontage	16	

Density		
Gross (Lots/Total Area)	1.618	du/ac
Net (Lots/Lot Area)	4.335	du/ac

Minimum Lot Size		
62' Frontage	7,400	SF
90' Frontage	11,700	SF

Setbacks (Min)	62' Frontage	90' Frontage
Front Yard	20 FT	25 FT
Rear Yard	20 FT	25 FT
Side Yard	5 FT	8 FT

PARCEL BREAKDOWN

Parcel Number	Map/GIS Number	Acres of Parcel within the Farm at Indian Run
17-0026025.0000	136-00-00-032.001	13.956 AC.
17-0026024.1000	136-00-00-034.001	8.766 AC.
17-0026024.0000	136-00-00-035.000	1.964 AC.

Jerome Township Note:

The purpose of this plat is to show certain property, rights of way, and easement boundaries at the time of platting. At the request of the zoning authority at the time of platting, this plat shows some of the limitations and requirements of the zoning regulations in effect at the date of the filing of the plat. Such limitations and requirements are shown for informational purposes only, and should be verified with the zoning authority prior to the construction of any private improvements on the lot. This note shall not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

SURVEYOR CERTIFICATION:

- American Land Surveyors do hereby certify the following:
- The accompanying plat represents a subdivision of land in VMS 7181, Jerome Township, Union County, Ohio.
 - The tract has an area of 4.501 acres in streets, 9.227 acres in lots, and 11.001 acres in reserves making a total of 24.729 acres.
 - This plat was prepared based on a field survey performed in October, 2019 by American Land Surveyors, LLC.
 - All dimensions are shown in feet and decimal parts thereof, dimensions shown along curved lines are chord distances;
 - This property is located in Zone X per F.E.M.A. Community Panel No. 39159C0390D, dated December 16, 2008
 - Monumentation set at the locations shown hereon consist of a 5/8 " inch steel reinforcing rod, 30 inches in length affixed with an orange plastic cap bearing the inscription " Jon Adcock, S-8461 ", Right-of-way and centerline monumentation shall be placed at all points of curvature, tangency and points of intersection, and shall be set prior to lot sales.
 - Additional Monuments shall be placed along all lot corners and changes in bearing, as well as all points of curvature and tangency prior to the Lot being sold. Lot monumentation may have a cap and inscription that varies from above.
 - The accompanying plat is a correct representation of the Farm at Indian Run as surveyed.

Signed and sealed this ____ day of _____, 2023.

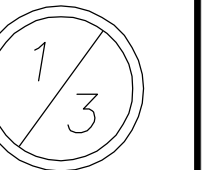
Jon (Brett) Adcock, Registered Professional Surveyor No. 8461

DEVELOPER:
 Wicked Chicken, LLC
 12877 Darby Creek Road
 Orient, Ohio 43146
 Attn: Tom Caldwell

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

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

Focused on Excellence



FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	20-016	
DATE:	JUNE 21, 2023	
SCALE:	N/A	

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

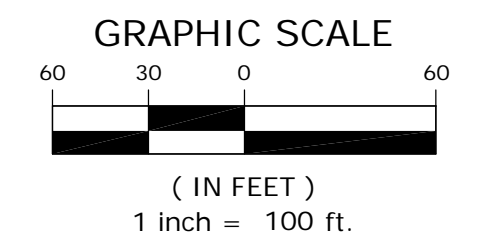
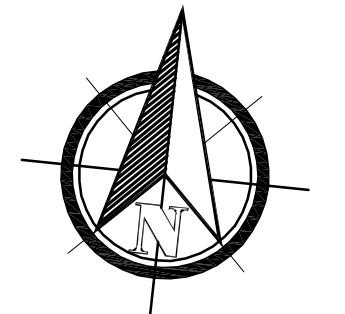


Focused
on
Excellence

FARM AT INDIAN RUN

SITUATED IN VIRGINIA MILITARY SURVEY No. 7181

JEROME TOWNSHIP, UNION COUNTY, OHIO

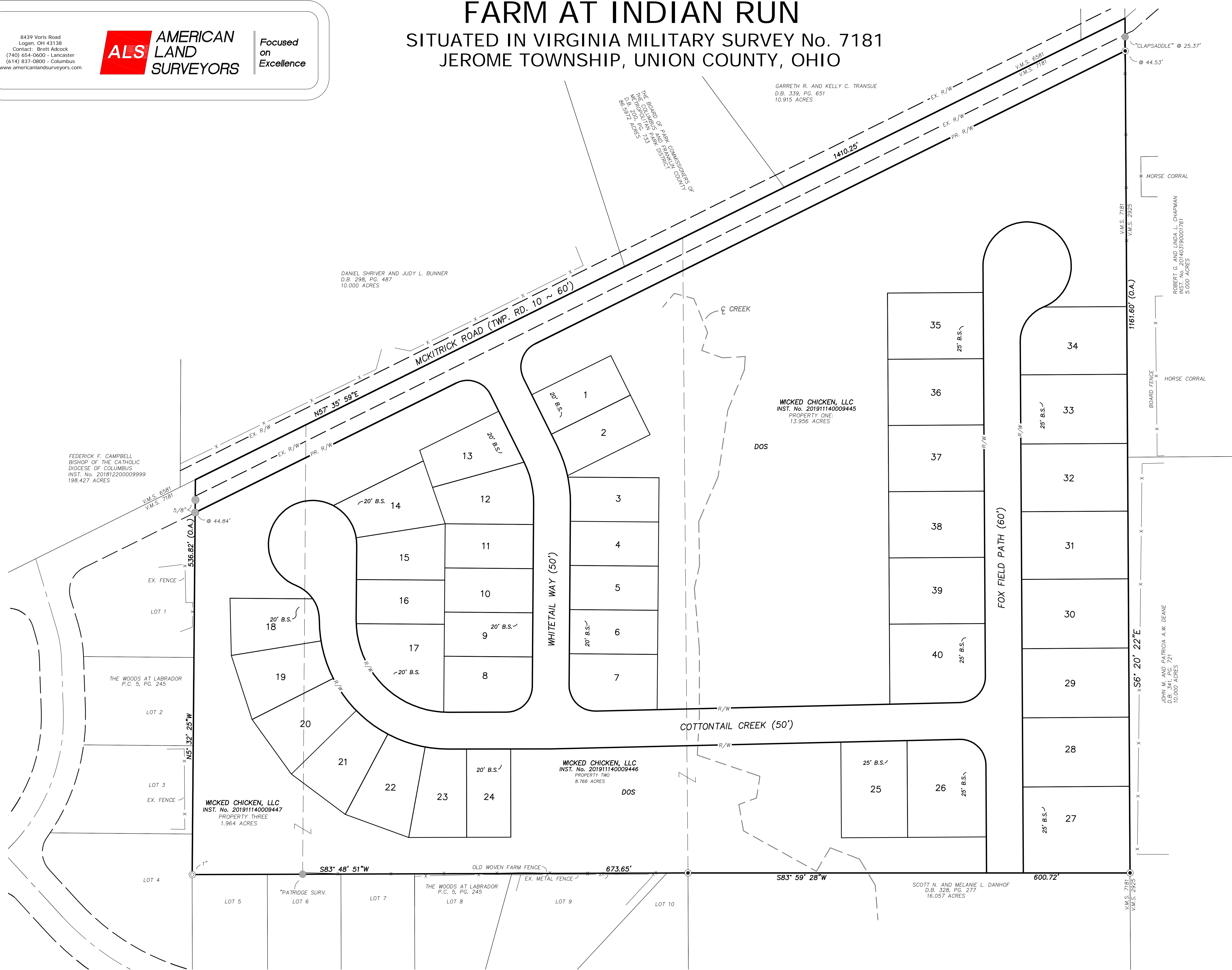


BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATION, BEING THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83

LEGEND:

- IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP INSCRIBED "JON ADCKOCK S-8461"
- IRON PIPE FND. (AS NOTED)
- ⊙ IRON PIN FND. (AS NOTED)



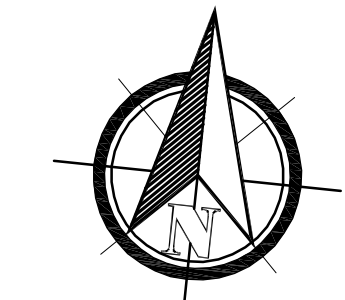
2/3

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	20-016	
DATE:	JUNE 21, 2023	
SCALE:	1" = 600'	

FARM AT INDIAN RUN

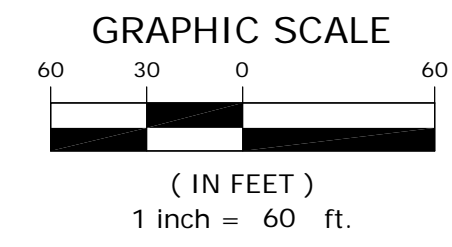
SITUATED IN VIRGINIA MILITARY SURVEY No. 7181

JEROME TOWNSHIP, UNION COUNTY, OHIO



BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATION, BEING THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83



LEGEND:

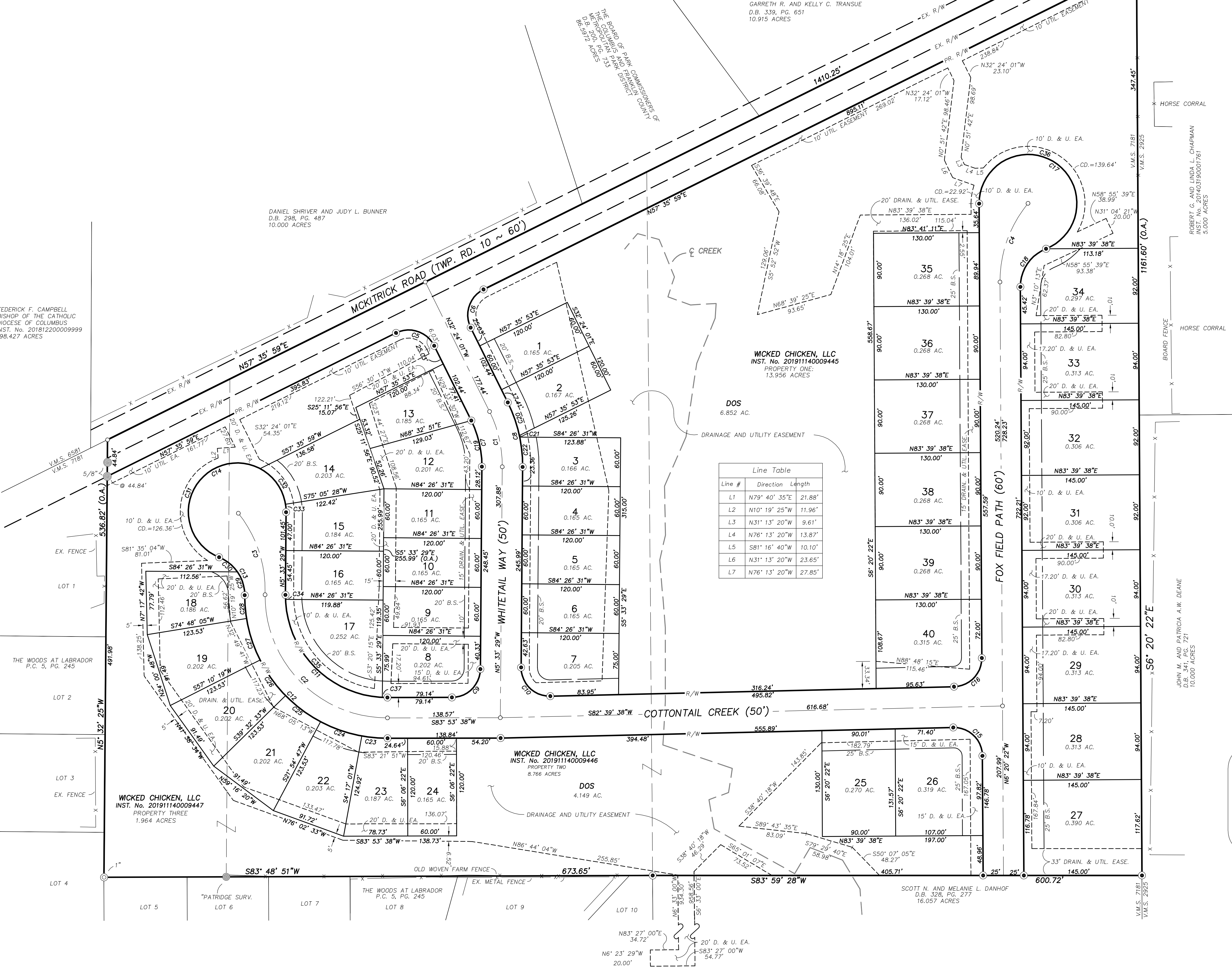
- IRON PIN SET - 5/8" X 30" REBAR WITH PLASTIC CAP INSCRIBED "JON ADCKOCK S-8461"
 - IRON PIPE FND. (AS NOTED)
 - ⊙ IRON PIN FND. (AS NOTED)
- D. & U. EA. = DRAINAGE AND UTILITY EASEMENT

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C1	150.00'	26° 50' 32"	70.27'	N18° 58' 45"W	69.63'
C2	150.00'	90° 32' 53"	237.05'	S50° 49' 55"E	213.14'
C3	150.00'	39° 05' 44"	102.35'	N25° 06' 21"W	100.38'
C4	150.00'	39° 56' 40"	104.57'	S13° 37' 59"W	102.47'

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C5	35.00'	90° 00' 00"	54.98'	N77° 24' 01"W	49.50'
C6	35.00'	90° 00' 00"	54.98'	S12° 35' 59"W	49.50'
C7	125.00'	26° 50' 32"	58.56'	N18° 58' 45"W	58.03'
C8	175.00'	26° 50' 32"	81.99'	N18° 58' 45"W	81.24'
C9	35.00'	89° 27' 07"	54.64'	N39° 10' 05"E	49.26'
C10	35.00'	91° 46' 53"	56.07'	S51° 26' 55"E	50.26'
C11	125.00'	90° 32' 53"	197.55'	S50° 49' 55"E	177.62'
C12	175.00'	90° 17' 19"	275.77'	S50° 57' 42"E	248.11'
C13	50.00'	68° 25' 06"	59.71'	N40° 01' 35"W	56.22'
C14	60.00'	248° 40' 39"	260.41'	S50° 06' 11"W	99.09'
C15	35.00'	91° 00' 00"	55.99'	N51° 50' 22"W	49.93'
C16	35.00'	89° 00' 00"	54.37'	N38° 09' 38"E	49.06'
C17	60.00'	248° 40' 36"	260.41'	N62° 00' 05"W	99.09'
C18	50.00'	68° 40' 35"	59.93'	S27° 59' 56"W	56.41'

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C19	125.00'	26° 50' 32"	58.56'	S18° 58' 45"E	58.03'
C20	175.14'	14° 04' 25"	43.02'	S25° 21' 29"E	42.91'
C21	175.00'	0° 40' 18"	2.05'	N17° 58' 47"W	2.05'
C22	175.00'	12° 05' 09"	36.91'	N11° 36' 04"W	36.85'
C23	175.00'	10° 23' 23"	31.73'	S89° 05' 19"W	31.69'
C24	175.00'	17° 37' 46"	53.85'	S76° 54' 06"E	53.63'
C25	175.00'	17° 37' 46"	53.85'	S59° 16' 20"E	53.63'
C26	175.00'	17° 37' 46"	53.85'	S41° 38' 34"E	53.63'
C27	175.00'	17° 37' 46"	53.85'	S24° 00' 48"E	53.63'
C28	175.00'	9° 22' 52"	28.65'	S10° 30' 29"E	28.62'
C29	50.00'	34° 52' 47"	30.44'	S23° 15' 26"E	29.97'
C30	50.00'	33° 32' 19"	29.27'	N57° 27' 59"W	28.85'
C31	60.00'	186° 10' 48"	194.97'	S18° 51' 16"W	119.83'
C32	60.00'	53° 08' 48"	55.66'	N41° 28' 56"W	53.68'
C33	60.00'	9° 21' 03"	9.79'	N10° 14' 01"W	9.78'
C34	125.00'	2° 32' 40"	5.55'	S6° 49' 49"E	5.55'
C35	125.00'	85° 09' 47"	185.80'	N50° 41' 03"W	169.16'
C36	60.00'	248° 40' 36"	260.41'	N62° 00' 05"W	99.09'
C37	125.00'	2° 50' 26"	6.20'	S85° 18' 51"W	6.20'

Line #	Direction	Length
L1	N79° 40' 35"E	21.88'
L2	N10° 19' 25"W	11.96'
L3	N31° 13' 20"W	9.61'
L4	N76° 13' 20"W	13.87'
L5	S81° 16' 40"W	10.10'
L6	N31° 13' 20"W	23.65'
L7	N76° 13' 20"W	27.85'

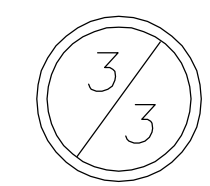


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FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.:	20-016	
DATE:	JUNE 21, 2023	
SCALE:	1"=60'	



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

[Pursuant to Ohio Revised Code Chapter 5312 - Ohio Planned Community Act]

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS (the “Declaration”) is made as of the ____ day of _____, 2023, by Wicked Chicken, LLC, an Ohio limited liability company, of 12877 Darby Creek Road, Orient, Ohio 43146 (the “Developer”).

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

B. Developer desires to develop the Property into a common, unified scheme of development for a planned residential subdivision to be known as the Farm at Indian Run (the “Subdivision”), and to restrict the uses and improvements thereto, and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer, or its successors and assigns, may deem it desirable to establish an association consisting of itself and all future owners of any portion of the Property, including, but not limited to the Lots, as hereinafter defined, within the Subdivision, for the purpose of owning and/or maintaining certain areas at, and/or improvements constructed as part of, the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to all of the following covenants, conditions, easements, and restrictions (the “Restrictive Covenants”), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall be binding on all parties having any right, title, or interest in and to any portion of the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property; and

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

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

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

ARTICLE I

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property, which is currently owned by the Developer and described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may add and/or annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such addition, expansion, and/or annexation, Developer shall have the right, but not the obligation, to subject such additional, expansion, and/or annexed parcels to the terms and conditions of this Declaration. Developer may subject additional, expansion, and/or annexed adjacent parcels to this Declaration by amendment to this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may incorporate this Declaration by reference into a supplemental declaration or an amendment to the Declaration in order to add, expand, and/or annex said additional parcels to the Declaration and the Restrictive Covenants (or may replace and supersede the Declaration with a new declaration of covenants, conditions, easements, and restrictions), and may also establish modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive, or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer, or its successors and assigns, in the exercise

of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

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

ARTICLE II

DEFINITIONS

II. DEFINITIONS

“Annual Assessment”: Amount to be paid to the Association by each Owner annually.

“Assessments”: Collectively referring to Annual Assessments, Lot Assessments, and any Special Assessments.

“Association”: The non-profit corporation (and its successors and assigns) that has been formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the Owners. The Association is legally known as the Farm at Indian Run Homeowners Association.

“Association Documents”: The formative documents of the Association and its governance, consisting of the articles of incorporation, the Bylaws, as hereinafter defined, and any and all procedures, rules, regulations, or policies (“Rules”) that may be adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

“Bylaws”: The instrument recorded herewith, and created pursuant to the provisions of Chapter 1702, and as contemplated by Chapter 5312 of the Ohio Revised Code for Subdivision created under the Ohio Planned Community Act, establishing certain administrative and voting and operating rules and procedures for the Association.

“Board”: The board of directors or other management body of the Association.

“Common Expenses”: Annual Association expenses incurred in: (i) maintaining, repairing, and replacing the Common Elements; (ii) insurance and bond premiums; (iii) utility services charged to or otherwise payable by the Association; (iv) maintaining a general operating fund and reserve fund to assure availability of funds for normal operations, insurance coverage, repairs, maintenance, and replacements of the real property and personal property owned and managed by the Association, and for making unexpected or future capital expenditures; and (v) operation, management, and administration of the Association which may include, but are not

limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the wages and other costs to perform these services.

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

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

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

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

“Lot Assessment”: An assessment that the Board may levy against one (1) or more Lots to reimburse the Association for costs incurred solely on behalf of those Lot(s), or the Owners thereof, including without limitation, administrative charges, late charges, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner

but not separately billed by the utility company; costs of collection of delinquent obligations to the Association, including attorneys' fees and court costs; and all other charges reasonably determined to be a Lot Assessment by the Board.

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

“Member”: Any person entitled to membership in the Association, as provided for in Article VI.

“Operating Fund”: The fund established pursuant to Article VIII.

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

“Plat”: Farm at Indian Run Subdivision Plat, which shall be recorded at the Union County Recorder's Office, Union County, Ohio. The Plat shall depict the Lots and Common Elements, among other items.

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

“Rules”: The procedures, rules, regulations, or policies of the Association governing use of the Property and the Common Elements, as may be established by the Board from time to time pursuant to Article VII.

“Special Assessment”: An assessment levied by the Association against all Lots pursuant to Article VIII to pay for unanticipated capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures to the extent the Reserve Fund is insufficient.

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

“Turnover Date”: The date described in Article VIII, Paragraph C.

ARTICLE III

DEVELOPMENT & USE RESTRICTIONS

III. USE RESTRICTIONS

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

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

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

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

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

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

F. Accessory Building. No building that is accessory to the one (1) permitted single-family residence shall be placed upon any Lot.

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

H. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing and for sale signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; (iv) community identification signs within the front entrance feature(s), which were approved as part of the Subdivision; and (v) up to two (2) total political yard signs within a Lot (during election seasons) that are no larger than 4 square feet, respectively.

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

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

K. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Elements, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). Not more than a total of three (3) dogs and cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited.

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

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

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

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

O. Storage. No open storage of any kind is permitted. No storage buildings, outbuildings, sheds with foundations, sheds without foundations, or pole barns of any kind are permitted on the Lot. Any tank for the storage of fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling.

P. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, AirBnb's, VRBO's, or other short-term rental uses, or uses in which the occupant is provided customary hotel services such as room service for food or beverage, maid service, furnishing laundry and linen or similar services, or leases to roomer or boarders. All leases shall be in writing and shall be subject to this Declaration.

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

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

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or the storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than

personal transportation of ten or fewer persons at one time. Vehicles larger than ten (10) person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto.

R. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

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

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

U. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

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

Y. Fencing. No fence shall be permitted on any Lot except to surround a lap pool, as defined in Paragraph Z below, and must be a black (paint or powder-coated), decorative steel or aluminum fence, or substantially similar or equivalent (like for like), as illustrated on Exhibit B. Any lap pool fencing shall be maintained by the Owner of the Lot in which it is located in a neat and orderly condition. No fence surrounding a lap pool shall be constructed in excess of forty-eight inches (48") above finished grade; provided, however, that if a governmental agency exercising jurisdiction over the Lot in which the fence is to be constructed requires a minimum height in excess of forty-eight inches (48") for safety reasons, such fence may, in that event, exceed forty-eight inches (48") above finished grade, but only to the extent necessary to meet the governmentally required minimum. A decorative three (3) rail fence shall be permitted on the Property as an entrance feature to the Subdivision.

Z. Swimming Pools. No above-ground swimming pool extending twelve inches (12") or more above the finished grade of the Lot shall be permitted upon any Lot except that this Paragraph Z shall not be intended to prohibit the installation of a hot tub, sauna, or lap pool. For the purposes of this Declaration, a "lap pool" shall be defined as an in-ground pool with a maximum length of seventy feet (70') and a maximum width of ten feet (10').

AA. 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, 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 that governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

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

CC. Holiday Displays. Any exterior holiday displays placed on any Lot, such as, but not limited to, exterior lights, holiday scenes, characters, or music, shall be tasteful, not unduly large

in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Board shall be permitted to establish Rules regarding holiday displays.

DD. Flags/Flagpoles. A maximum of one (1) residential in-ground flag pole, up to twenty (20) feet in height for a one-story residential dwelling constructed on a Lot, or up to twenty-five (25) feet in height for a 1.5 story or two-story residential dwelling constructed on a Lot, shall be permitted on any Lot and shall be black (painted or powder coated). The flag pole should contain no more than two (2) flags at any given time.

ARTICLE IV

ARCHITECTURAL STANDARDS

IV. ARCHITECTURAL STANDARDS

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

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

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions, or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install or replace landscaping, or install any recreational amenity or feature, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials, and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Paragraph. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration as it pertains to a particular Lot, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article III (by the Board) and the provisions and architectural standards of this Article IV (by the Design Review Board), provided that the activity, lot development standard, type of Improvement, or condition is not prohibited by applicable law; and provided further that, in the Boards' or Design Review Board's judgment, as the case may be, the variance is in the best interest of the community, is still in character with the community, and is within the spirit and intent of the standards of this Declaration (taken as a whole) and the standards within the purview of the Design Review Board. No variance granted in writing to a Lot, pursuant to this Paragraph shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property. Any variance request and consideration (and, if granted in writing) to a Lot in connection with the strict requirements of Article III and IV shall be consistently and equitably applied based on the configuration of the Lot and based on all circumstances and facts.

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

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

ARTICLE V

EASEMENTS, LICENSES, OPEN SPACES, AND PRESERVATION AREAS

V. EASEMENTS; LICENSES; OPEN SPACES; AND PRESERVATION AREAS

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

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

C. Easement for Utilities and Other Purposes. The Association or Developer may convey easements over the Common Elements 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 Association or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Association or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Association or Developer deems appropriate; provided that the grant of such easements impose no undue, unreasonable or material burden or cost upon the Property; and further provided that the Association or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within: (i)

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

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

E. Reservation of Special Easements. Attached hereto as Exhibit C is an open space plan of the Subdivision, upon which certain areas have been designated "Open Space" or "Reserve Space". The areas so designated as "Open Space" or "Reserve Space" represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing and maintaining Improvements or conveying rights deemed by the Developer to be beneficial to the Property. The Special Easement areas shall be maintained, owned, managed, and insured by the Association and are subject to the Assessments. Unless indicated otherwise on Exhibit C, the Plat, or any re-plats of any Lots within the Subdivision, the Special Easement areas may also indicate and reserve areas as a No-Build Zone and Tree Preservation Area. The Special Easement areas may be parts of individual Lots instead of Common Elements. In such cases, the Developer, and its successors and assigns, or the Association shall be and remain responsible for the ordinary care and maintenance of the Special Easement area within an individual Lot, with an access easement granted to the Association for said purposes (without any separate easement agreement being recorded or entered unto), and the costs associated therewith. Ordinary care and maintenance shall include, but not be limited to, grass cutting, trimming, watering, seeding, landscaping, maintenance, and installation of trees (including removal and/or replacement of dead and diseased trees and plantings), tree replacement, signage, and lighting. Nothing contained in this Paragraph shall require that the Developer reserve or establish Special Easements.

F. No-Build Zone and Tree Preservation Area. Any areas designated on the Plat or any re-plat(s) of Lots within the Subdivision, in prior deed restrictions, or on Exhibit C, as a "No-Build Zone and Tree Preservation Area" shall be areas in which an Owner shall be required to

preserve the existing vegetation, trees, and landscape features in their natural state. No structures, buildings, or Improvements, including but not limited to, fencing, lighting, parking spaces, or pavement shall be constructed in the No-Build Zone and Tree Preservation Area. The Developer, and its successors and assigns, or the Association shall maintain all trees and vegetation according to good forestry practice and take reasonable action including, but not limited to, treatment for infectious pests, removal of diseased and/or dead trees, and remediation of dangerous conditions. The Developer, and its successors and assigns, or the Association shall have the right to run utility lines, including storm water, only if necessary, through the No-Build Zone and Tree Preservation Area, if that is the only commercially reasonable and feasible location to run such utility lines and only to the minimal extent necessary, so as to preserve the existing vegetation, trees, and landscape features to the maximum extent possible.

G. Open Spaces. Any areas designated on the attached Exhibit C as “Open Space” or “Reserve Space” shall be deeded or otherwise conveyed by the Developer to the Association prior to the Turnover Date. Thereafter, the Association shall be solely responsible for all costs, maintenance, repair, replacement, and upkeep of such “Open Space” or “Reserve Space”, including, but not limited to, real estate taxes and assessments; landscaping, lawn mowing, fertilization, and weed control; utility charges; pond maintenance, including algae control, water flow and fountains; and maintenance of all lighting. Prior to the Turnover Date, all such costs of maintenance, repair and upkeep shall be paid in accordance with Article VII hereof.

ARTICLE VI

HOMEOWNER’S ASSOCIATION

VI. MEMBERSHIP AND VOTING RIGHTS

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

B. Governance. The Association shall be governed by a Board of Directors consisting of three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No Members, other than the Developer shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six (6) months of the end of the year in which the Developer ceases to own at least one Lot in the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

ARTICLE VII

ASSOCIATION RIGHTS AND OBLIGATIONS

VII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Subject to the further provisions of Article V, Paragraphs E, F, and G hereof, Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Elements, if any, and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements, including but not limited to easements for the construction, extension and/or expansion of utilities and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property or Common Use. The Association may acquire, hold, mortgage, and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

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

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

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

F. Managing Agent or Manager. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice. Part of the Manager's compensation may include an initial fee payable by each Owner not to exceed One Hundred and Fifty Dollars (\$150.00) per Lot, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures, equipment, and personal property constituting a part of the Common Elements, or any property within its control, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board.

2. The Board shall obtain and maintain a comprehensive policy of general liability insurance with regard to any property within its control, insuring the Association, the Board, and the Owners and occupants, with such limits as the Board may determine, but no less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage, arising out of a single occurrence. Each such policy must provide that it may not

be cancelled or substantially modified by any party, without at least 10 days' prior written notice to the Association and to each eligible holder of a first mortgage on a portion of the Property.

3. The Board shall obtain and maintain a policy for Directors' and Officers' liability insurance.

4. The Board shall obtain and maintain a policy for blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. A "person who controls or disburses association funds" is defined under Section 5312.06(B)(4)(a) of the Ohio Revised Code.

5. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance; (b) additional insurance against such other hazards and casualties as is required by law, and (c) any other insurance the Association deems necessary.

6. In the event of damage or destruction of any portion of the Common Elements, 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 and the balance in the Reserve Fund are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Article VIII to cover the additional costs.

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

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

ARTICLE VIII

ASSESSMENTS

VIII. ASSESSMENTS

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

B. Reserve Fund. The Board shall establish a Reserve Fund for funds that shall be charged and collected to meet future needs of the Association and projected capital expenditures and capital improvement costs.

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

D. Budget. Prior to the beginning of each fiscal year of the Association, the Board shall adopt an estimated budget for the Association revenues and Common Expenses (the "Budget"). The Budget shall include reserves that will be deposited in the Reserve Fund in an amount adequate to repair and replace major capital improvements in the normal course of operations without the necessity of relying upon Special Assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

E. Annual Assessments. After a Budget has been adopted, and within sixty (60) days of the beginning of each fiscal year, the Board shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots, which amount shall in no event prior to the Turnover Date be less than _____ (\$_____.00) per calendar year. The Annual Assessment shall be due in quarterly installments, payable in advance. The Board shall send notice of the required Annual Assessment installment at least ten (10) days prior to the date payment is due. Notwithstanding the foregoing, prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in the Association Documents, which date the Developer may select in its sole discretion, but can be no later than the date the Developer no longer owns at least one (1) Lot (the "Turnover Date"), Developer may

elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

F. Special Assessments. If there is a shortfall in the Reserve Fund to pay for the total cost of a capital expenditure, the Board may levy against any Lot(s) a Special Assessment to pay to construct, reconstruct, or replace capital improvements on the Common Elements or property in control of the Association. Any such levy shall be divided among all Lots and shall become due and payable on such date or dates as the Board determines following written notice to the Owners.

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

H. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of One Hundred and No/100 Dollars (\$100.00).

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

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

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. In any foreclosure action, the Owner affected shall be required to pay a reasonable rental for the Lot during the pendency of such action, and the Association, as plaintiff in any such action, shall be entitled to become a purchaser at the foreclosure sale. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Paragraph shall be subordinate to the lien of any bona fide first mortgage on a Lot.

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

I. Initial Assessment. In order to provide for the continued maintenance and repair of the Common Elements and Special Easement areas, at the closing of the sale of each Lot by the Developer, the purchaser of such Lot shall pay to the Developer the sum of _____ (\$_____.00) (the "Initial Assessment") which shall be placed in the Operating Fund to be used and employed at the exclusive direction and control of the Board . On

the Turnover Date, the Developer shall turn over to the Association all monies in the Operating Fund and the Reserve Fund and all monies on hand representing monies paid by Owners for Assessments that have not been expended for the maintenance and repair of the Common Elements and/or Special Easement areas.

ARTICLE IX

MAINTENANCE

IX. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Elements and Special Easement areas. This maintenance shall include, without limitation, maintenance, repair and replacement of all trees, landscaping, ponds, and other flora, structures, and Improvements situated upon the Common Elements and Special Easement areas and all personal property used in connection with the operation of the Common Elements and Special Easement areas.

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

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

D. Damage to Common Elements or Special Easement Area by Owner or Occupant. If the Common Elements or a Special Easement area is damaged by any Owner or occupant, his/her family, guests or invitees, then the Board may levy a Lot Assessment against such Owner for the

cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements or Special Easement area adjacent to such Lot.

ARTICLE X

MISCELLANEOUS TERMS AND RIGHTS

X. MISCELLANEOUS

A. 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.

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

C. Amendments. Until the Turnover Date, (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of the United State Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any

right or privilege of Developer without the written consent of Developer, or its successors and assigns, the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised, or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of Owners, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by two duly authorized officers of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio. Further, after the Turnover Date, any amendment to the Plat (or, a re-plat) shall be subject to the approval of eighty percent (80%) of the voting power of Owners.

D. Developer's Right to Complete Development. Developer, or its successors and assigns, shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer, or its successors and assigns, shall have the right of ingress and egress through the property owned by Developer, Common Elements, streets, paths, and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance, and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer, or its successors and assigns, or require Developer, or its successors and assigns, to obtain approval to: (i) excavate, cut, fill, or grade any property owned by Developer, or to construct, alter, remodel, demolish, or replace any Improvements on any Common Elements, Special Easement area, or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Developer, or its successors and

assigns, to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Elements, Special Easement area, or any property owned by Developer. Nothing in this Paragraph shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

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

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

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

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

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

member, officer and director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or director, or former Board member, officer or director may be entitled.

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

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

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

[Signature and Notarization to Follow]

IN WITNESS WHEREOF, the undersigned, the Developer, an Ohio limited liability company, has caused this Declaration to be executed this ____ day of _____, 2023.

Its: _____
Printed Name: Thomas Caldwell

STATE OF OHIO

COUNTY OF _____

On _____, 2023, before me, _____, a Notary Public, personally appeared Thomas Caldwell, the _____ of Wicked Chicken, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his stated capacity and the same is his voluntary act and deed on behalf of the company.

WITNESS my hand and official seal. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public
My commission expires: _____

Instrument prepared by:

Plank Law Firm, LPA
411 East Town Street, Floor 2
Columbus, Ohio 43215
Phone: (614) 947-8600

Exhibit A

Legal Description of the Property

Exhibit B

Fencing Illustration

Exhibit C

**Depiction of Open Space, Reserve Areas
and No Build Zone and Tree Preservation Area**

BYLAWS
FOR
FARM AT INDIAN RUN HOMEOWNERS' ASSOCIATION

ARTICLE I.

Definitions

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

ARTICLE II.

Name and Purpose

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

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

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

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

ARTICLE III.

Members and Voting

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

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

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

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

partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 3.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of twelve (12) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

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

ARTICLE IV.

Meetings of Members

Section 4.01. After the Turnover Date, an annual meeting of the voting Members shall be held on the last Monday in March of each year for the purpose of electing the Board of Directors of the Association (the "Board of Directors" or the "Board"), for the consideration of reports to be made at the meetings and for the transaction of such other business as may properly come before the meeting. If, for any reason, the annual meeting of the Members is not held on the designated day, such meeting may be called and held as a special meeting, provided that the notice of such meeting shall be the same as herein required for the annual meeting. Prior to the Turnover Date, no meetings shall be required.

Section 4.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or by Members entitled to exercise not less than fifty percent (50%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Bylaws, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 4.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meetings. The meetings of Members shall accommodate operating a meeting in hybrid form, in-person and by Zoom, Microsoft Teams, Webex, or similar type of platform, which such online video meeting shall only need to be

accommodated if such method and platform is requested by a Member to attend (who shall show presence by video and audio),

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

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

Section 4.06. At any meeting of the Members, the presence of a majority of the Members, in person or by proxy, shall constitute a quorum for all purposes except as otherwise provided by law. Except as hereinafter provided, all actions shall be taken upon a vote of the majority of the votes cast by Members present in person or represented by proxy at any meeting at which there is a quorum and shall be the act of the full membership except as may be otherwise specifically provided by law or the Declaration. Voting by absentee ballot shall be permitted only at a meeting for which such availability of that method has been designated as being authorized in the meeting notice. Such absentee ballot issued by a Member shall also count towards meeting a quorum for a meeting for which such availability of that voting method has been designated as being authorized in the meeting notice.

Section 4.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by

proxy at the meeting and for which there is a quorum. The Association shall, generally, proceed in accordance with Roberts' Rules of Order, provided that the failure to follow such rules, generally, shall not invalidate any action taken unless such failure results in a materially prejudicial consequence (the burden of proving the material and prejudicial nature of the failure/consequence, is on the person challenging the action so taken).

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

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

ARTICLE V.

Board of Directors

Section 5.01. Subject to such limitations as have been or may hereafter be imposed by the Restrictions, the Articles or this Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Restrictions, the Articles and this Bylaws until they resign, or until their successors are elected and qualified. Members of the Board of Directors need not be Members of the Association. Directors shall be elected at the regular annual meeting of the Members of the Association or at special meetings called for that purpose. Each Director who is elected shall serve until his or her successor is elected and qualified, or until he or she resigns. Directors' terms shall be staggered. At the meeting held on the Turnover Date, three (3) Directors shall be elected. The Director receiving the highest number of votes shall serve a three (3) year term; the Director receiving the second highest number of votes shall serve a two (2) year term; and the other elected Trustee shall serve a one (1) year

term. At each subsequent Annual Meeting, the Members shall re-elect or elect new Directors, as applicable, to refill or replace the positions of the Director(s) whose term(s) expire in that year. Any Director may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members (including voting by proxy and/or absentee ballot, if applicable).

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

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

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

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

upon the records of the meeting. The attendance of any Director at any board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him or her of notice of the meeting.

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

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

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

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

ARTICLE VI.

Officers and Committees

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

Section 6.02. It shall be the duty of the President to preside at all meetings of Members

of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the Members or the Board. If one is appointed, it shall be the duty of a Vice President to perform the duties of the President in the event of his or her absence or disability and such other duties as may be assigned to him or her by the Board. If no Vice President is appointed, the Board shall designate at each meeting at which the President is absent or disabled, the person who shall fulfill the President's duties.

Section 6.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members of the Board. Upon the expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents, and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 6.04. The Treasurer shall receive and safely keep all money, securities, and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the Members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President. The duties of the Treasurer hereunder may be fulfilled by the Treasurer's supervision of a third-party manager who actually receives, keeps, disburses, and maintains the Association's funds and records.

Section 6.05. The Board of Directors may (but is not required to) create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member and may delegate to any such committee any of the authority and power of the Board, however derived. Such authority and power may also be delegated to a third-party management company retained by the Directors, provided that such management company must have affirmative reporting obligations to the Directors, and the management company shall not have the power to make decisions or exercise authority except and to the extent specifically delegated by the Directors, which authority may be revoked or modified by the Directors at any time. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its Members at a meeting of the committee or by a writing or writings signed by all of its Members. Any act or authorization by any such committee within the authority delegated to it shall be as

effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VII.

Indemnification

Section 7.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful (and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of no lo contendere or its equivalent, shall not, of itself, rebut the presumption that a Director's actions were taken in good faith with the reasonable belief that they were in the Association's best interest, and with the reasonable belief that the taking of such action was not unlawful).

Section 7.02. Anything contained in this Bylaws or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or

suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Bylaws or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel (other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association), or any person to be indemnified, within the past five (5) years, or (C) by a ninety percent (90%) vote of the voting power of the Members in a meeting for which there is a quorum, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04 to make indemnification in respect of any claim, issue, or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt

of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him or her, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise,

(A) if it shall ultimately be determined as provided in Section 7.04 that he or she is not entitled to be indemnified by the Association as provided under Section 7.04; or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 7.07. The Association may (but shall not be required to) purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, directors and officers liability insurance, or self-insurance, on behalf of any person who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability

under the provisions of this Article Seven. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(A) person claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

(B) References to an “other enterprise” shall include employee benefit plans; references to a “fine” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Association” shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Association” within the meaning of that term as used in Article Seven; and

(C) The term “volunteer” shall mean a Director, officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to Article Seven, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 7.09. Any action, suit, or proceeding to determine a claim for indemnification under this Article Seven may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the development is located in any such action, suit, or proceeding.

ARTICLE VIII.

Notices and Demands

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association. If a Member has provided the Association with an e-mail address for such Member, notices may be sent by e-mail properly addressed to the address provided by the Member. Notices required or permitted to be delivered to or served upon the Association and/or its Directors must be served in writing, personally, by U.S. Mail delivery, overnight delivery service, or by facsimile if the Association maintains a separate fax number.

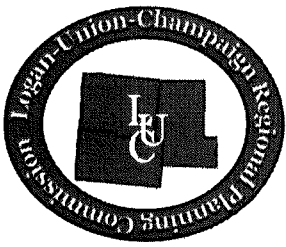
Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Bylaws or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE IX.

Amendments

Section 9.01. The Bylaws may be amended by the vote of a majority of Members present in person or by proxy at a meeting for which there is a quorum called for such purpose; or a new Bylaws may be adopted at a meeting of voting Members held for that purpose (or in a vote conducted by mail) by the affirmative vote of those Members entitled to exercise not less than a majority (greater than 50%) of the total voting power of the Members.

Section 9.02. This Bylaws also may be deemed to be “Code of Regulations” or “Bylaws” interchangeably to the extent those references is made in any deed, the Declaration of the Covenants, Conditions, Easements, and Restrictions, or other Association instrument.



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

February 14, 2023

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

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

Dear Wicked Chicken, LLC:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on February 9, 2023, and reviewed the Preliminary Plat Extension for Farm at Indian Run, Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the recommendation of **APPROVAL** of the Farm at Indian Run – Preliminary Plat Extension **WITH CONDITIONS**.

The recommendation was for **APPROVAL** of the Farm at Indian Run – Preliminary Plat Extension with the **condition** that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat **prior** to submittal.

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

Note: Approval of this Preliminary Plat Extension expires in February 2025. Therefore, it is necessary for you to apply in January 2025 to be placed on the February 2025 LUC meeting agendas to request extension.

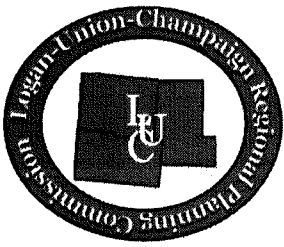
Sincerely,

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

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

*Via 1st Class Mail 02-14-2023
**Via Email 02-14-2023

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

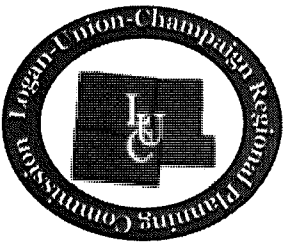


Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

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

Staff Analysis:	<p>This Preliminary Plat Extension is for the Farm at Indian Run – Preliminary Plat. This subdivision involves 24.729 acres of land and proposes 40 single-family residential lots. To date, 0 lots have been final platted.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ City of Marysville sanitary waste collection and treatment <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The original Preliminary Plat was approved in February 2021. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 02-01-23. <p>• Union Soil & Water Conservation District</p> <ul style="list-style-type: none"> ○ In an email dated 01-27-23, the District advised it had no additional comments. <p>• Union County Health Department</p> <ul style="list-style-type: none"> ○ In an email dated 01-26-23, the Health Department advised it had no comments.
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Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

	<ul style="list-style-type: none"> • City of Marysville <ul style="list-style-type: none"> ○ In an email dated 02-01-23, the City advised it had no comments. • Jerome Township <ul style="list-style-type: none"> ○ The Township submitted comments in a letter dated 01-26-23. The Township did not raise concerns with the granting of a Preliminary Plat Extension. • ODOT District 6 <ul style="list-style-type: none"> ○ No comments received as of 02-01-23. • Union Rural Electric <ul style="list-style-type: none"> ○ No comments received as of 02-01-23. • LUC Regional Planning Commission <ol style="list-style-type: none"> 1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318).
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Staff Recommendations:	Staff recommends APPROVAL of the Farm at Indian Run – Preliminary Plat Extension with the condition that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.
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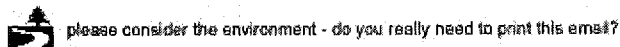
Z&S Committee Recommendations:	The Zoning & Subdivision Committee recommends APPROVAL with conditions of Farm at Indian Run – Preliminary Plat Extension.
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Brad Bodenmiller

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

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

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



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

Good afternoon,

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

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

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

Brad Bodenmiller

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

Brad,

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

Thanks!

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

Brad Bodenmiller

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

Brad,

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

New California Hills XIII - Revised Final Plat

1. Please remove the dimension listed in the Utility Easements language.

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

Farm at Indian Run - Preliminary Plat Extension

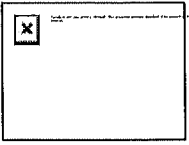
1. No comments.

Glacier Pointe, Phase 2 - Preliminary Plat Extension

1. No comments.

Thanks,

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





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

Jerome Township Zoning Department

January 26, 2023

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

Re.: Farm at Indian Run – Preliminary Plat Extension

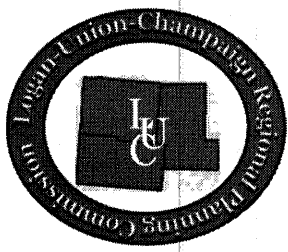
Dear Mr. Bodenmiller,

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

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

Sincerely,

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



Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

February 16, 2021

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

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

Dear Wicked Chicken, LLC:

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

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

The recommendation was for **APPROVAL** of Farm at Indian Run – Preliminary Plat with the **condition** that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat **prior** to submittal.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradley Bodenmiller', is written over the typed name.

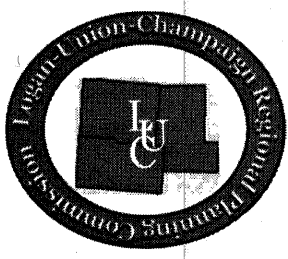
Bradley Bodenmiller
Secretary | LUC Executive Committee
Director | LUC Regional Planning Commission

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

* Via 1st Class Mail 02-16-2021

**Via Email 02-16-2021

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

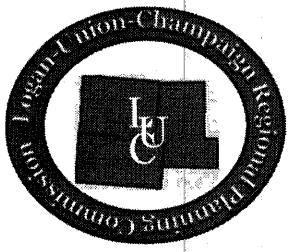


Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

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

Staff Analysis:	<p>This Preliminary Plat involves 24.729 acres of land and proposes 40 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 4.499 acres in right-of-way ○ 9.234 acres in single-family residential lots ○ 10.996 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water system ○ City of Marysville sanitary waste collection and treatment <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 02-04-21. The Engineer’s Office recommended approval subject to its modifications and recommendations, which should be addressed in the final Construction Drawings or resolved as indicated. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) <ol style="list-style-type: none"> 1. A Traffic Impact Study (TIS) has been submitted to the Engineer’s Office and the City of Dublin. There are no further comments on the TIS. All
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Logan-Union-Champaign regional planning commission

Staff Report – Farm at Indian Run

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

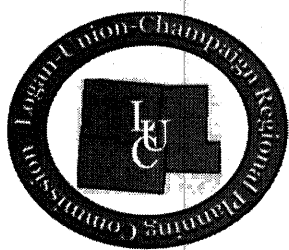
2. Provide multi-use paths and fencing/landscaping on the Construction Drawings as shown on the Landscaping Plan.
3. All appropriate OEPA/ODNR/ACOE permitting will be required to be provided to the Engineer's Office prior to Construction Plan approval.
4. All stormwater infrastructure and drainage easements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

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

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

• **Union County Health Department**

- No comments received as of 02-03-21. Standard comments from the Health Department are below:
 1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home,



business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”

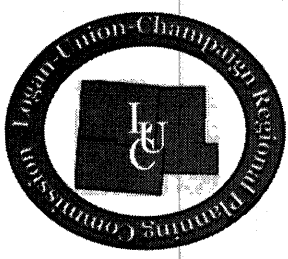
2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”
3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”

• **City of Marysville**

- The City submitted comments in an email dated 02-02-21. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)
 1. The horizontal and vertical design of the public sanitary sewer (including sizing) will be finalized during the Final Engineering process.
 - The City provided comments regarding clearance and technical specifications.
 - Alternative sanitary sewer alignments shall be evaluated to serve the properties to the east of the Farm at Indian Run development.
 2. A thirty (30) foot wide utility easement will be required between manholes 4 and 1.
 - A structurally stable path shall be constructed within this easement to ensure proper maintenance operations/inspections can occur.
 3. The horizontal and vertical design of the public waterline will be finalized during the Final Engineering process.

• **Jerome Township**

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



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

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

• **ODOT District 6**

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

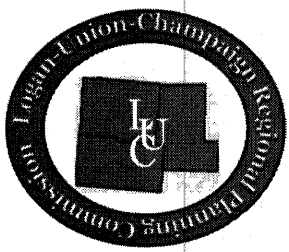
• **Union Rural Electric**

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

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

• **LUC Regional Planning Commission**

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



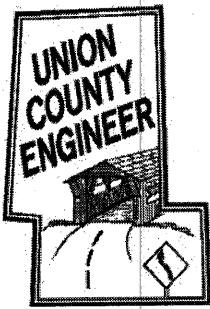
Logan-Union-Champaign
regional planning commission

Staff Report – Farm at Indian Run

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| | <ol style="list-style-type: none">5. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§313, 9., §401; §412, 1.; §413, 2.).6. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330). |
|--|---|

<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL of Farm at Indian Run – Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.</p>
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<p>Z&S Committee Recommendations:</p>	<p>Zoning & Subdivision Committee recommends APPROVAL of Farm at Indian Run – Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal</p>
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**County Engineer
Environmental Engineer
Building Department**
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

February 4, 2021

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

Re: Farm at Indian Run – Preliminary Plat Review

Brad,

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

1. A Traffic Impact Study (TIS) has been submitted to UCEO as well as Dublin due to impacts on roadways/intersections under City jurisdiction. There are no further comments on the TIS from UCEO and Dublin. All final engineering plan approvals will be contingent upon signing of an Infrastructure Agreement describing necessary developer contributions to adjacent intersections under County and City jurisdiction. No roadway improvements are warranted as a result of site generated traffic.
2. Provide multi-use paths and fencing/landscaping on the construction drawings as shown on landscaping plan.
3. All appropriate OEPA/ODNR/ACOE permitting will be required to be provided to UCEO prior to construction plan approval.
4. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
5. The roadside ditch along McKittrick Road will be required to be improved during construction.
6. Due to the existing trees/brush located within the right of way, a tree clearing plan shall be shown to ensure the appropriate sight distance indicated on sheet 11 exists.
7. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
8. Consider a diversion swale to route the approximately 30 acres of offsite area north of Fox Field Path to the existing basin.
9. Provide detailed construction drawings to private utility providers.
10. Provide a minimum 10' flat (~10% or less) berm area from the top of the bank around the perimeter of each basin.
11. Emergency access composition and potential signage to be reviewed in further detail by UCEO and Jerome Township Fire Department during construction plan review.
12. Drainage design and stormwater management to be reviewed during final construction drawings.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

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



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

Cc: Jeremy Burrey, USWCD (via email)

Brad Bodenmiller

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

Brad,

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

Bill Narducci, P.E.
Assistant County Engineer

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

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

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

Bill,

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

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

Brad Bodenmiller

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

Good Morning,

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

Bill Narducci, P.E.
Assistant County Engineer

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

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!

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

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

Good Morning All,

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

Bill Narducci, P.E.
Assistant County Engineer

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

PLEASE NOTE NEW EMAIL AND WEBSITE ADDRESS!!

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

From: Justin Wollenberg <jwollenberg@terrinevolution.com>

Sent: Wednesday, January 6, 2021 4:03 PM

To: Bill Narducci <bnarducci@unioncountyohio.gov>

Cc: 'Thomas Caldwell' <caldwe61@aol.com>; Rebecca Mott <rjm@planklaw.com>; Brad Bodenmiller <bradbodenmiller@lucplanning.com>

Subject: Farm at Indian Run

Bill,

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

Sincerely,

Justin Wollenberg, PE, CPESC
Project Manager

TerrainEvolution

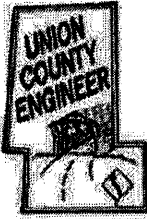
720 East Broad Street, Suite 203
Columbus, OH 43215
Main: 614-385-1090 x102
Direct: 614-385-1092
Fax: 614-385-1085
terrinevolution.com

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UNION COUNTY COMMISSIONERS JOURNAL 2021
January 12, 2021

RESOLUTION NO. 21-014:

Variance-Farm at Indian River Run-Engineer



County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937.645.3018
F 937.645.3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937.645.3017
F 937.645.3111

Richwood Outpost
199 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity.

MEMO

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

We have received a variance from the Subdivision Regulations for the above development, enclosed. This is the Farm at Indian Run subdivision, located on McKittrick Road in Jerome Township. Zoning has been approved by the Township for 40 single family residential units, with lot sizes varying from approximately 0.16 acres to 0.39 acres in size.

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

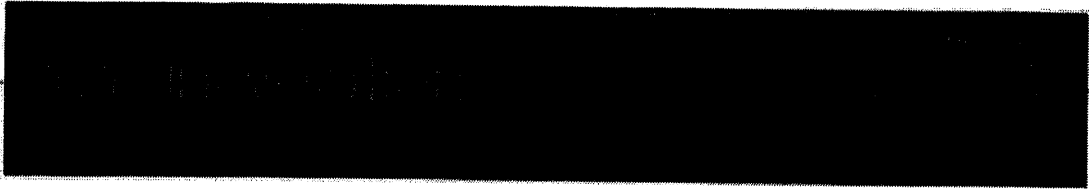
We recommend approval of this variance, as the reduction in right of way does not change the pavement width and still allows for adequate area for sidewalks and utilities. In addition, we have approved a similar variance in many recent developments, including Jerome Village, and have seen no adverse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

Enc: variance request from design engineer

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official



January 6, 2021

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

Re: Farm at Indian Run - Variance # 1

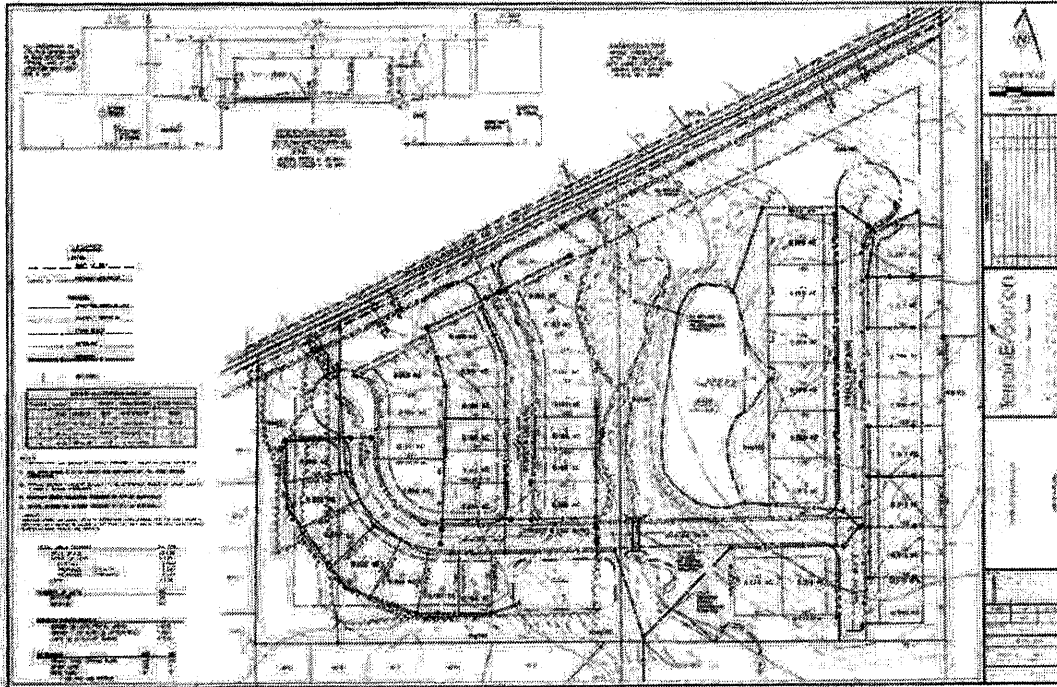
Mr. Narducci,

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

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

Sincerely,

Justin Wallenberg, PE, CPESC
Project Manager



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

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

* * *

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

* * *

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

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

* * *



Brad Bodenmiller

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

Brad,

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

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

Please Note email Change!

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

Jeremy,

Good morning! Is the preliminary drainage plan for the **Farm at Indian Run – Preliminary Plat** approved?

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

Brad Bodenmiller

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

Brad,

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

Farm at Indian Run – Preliminary Plat

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

Glacier Pointe, Section 3 – Preliminary Plat

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

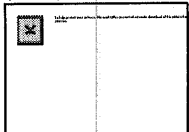
Jerome Village ERN-1 Phase 3 – Final Plat

- 1) No comments

Glacier Pointe, Section 2 - Preliminary Plat Extension

- 1) No comments

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





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

Jerome Township Zoning Department

February 3, 2021

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

Re.: Farm at Indian Run – Preliminary Plat

Dear Mr. Bodenmiller,

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


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

Sincerely,

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



15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
(937) 642-1826 • (800) 642-1826 • Fax (937) 644-4239
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February 1, 2021

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

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

Brad,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regards,

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

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, July 10, 2023 7:45 AM
To: Brad Bodenmiller
Subject: RE: Farm at Indian Run - Bond

No, the bond has not been approved.

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, July 10, 2023 7:44 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Farm at Indian Run - Bond

Luke,

Can you confirm with the Union Co (U) Commissioners approved the bond for the **Farm at Indian Run – Final Plat?**

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: [\(937\) 666-3431](tel:9376663431) | www.lucplanning.com



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

Jerome Township Zoning Department

July 6, 2023

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

Re.: Farm at Indian Run – Final Plat

Dear Mr. Bodenmiller,

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

1. The note labeled “Jerome Township Zoning Note” on page 1 should be should be titled “Zoning Note” and should be modified slightly to read as follows: At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.
2. The note labeled “Drainage Easement” on page 1 should be reviewed for consistent formatting with the other notes in the column.
3. McKittrick Road is labeled as a township road on pages 2 and 3. The applicant should confirm the correct designation with the County Engineer’s Office.

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

Sincerely,

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

Brad Bodenmiller

From: Eric Snowden <esnowden@jerometownship.com>
Sent: Monday, July 10, 2023 8:46 AM
To: Brad Bodenmiller
Subject: RE: Farm at Indian Run - Comments

Hi Brad,

A detailed development plan was approved for this development in accordance with the provisions of Chapter 500 of the Zoning Resolution. This final plat conforms with the approved detailed development plan.

Warm regards,

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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Sunday, July 9, 2023 7:58 PM
To: Eric Snowden <esnowden@jerometownship.com>
Subject: Farm at Indian Run - Comments

Eric,

Good evening! I reviewed your **07-06-23** letter.

I did not see in your letter, where you confirmed whether (or not) the plat conforms with the Township's zoning. Can you confirm whether it is or is not?

An email reply is plenty fine for my purposes.

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, July 5, 2023 2:02 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - July LUC Executive Meeting

Brad,

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

Courtyards at Hyland Meadows (VN-13) - Preliminary Plat

1. Please provide and label a 20' Utility Easement flanking the right-of-way along the west side of Hyland-Croy Road and the south side of Blaney Road.
2. Please provide the following Utility Easement language:

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

Farm at Indian Run - Final Plat

1. Please provide and label a 10" Utility Easement flanking the right-of-way for the waterline along the east side of Whitetail Way

Jerome Park - Amended Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.
2. Please include the following revised easement language (as referenced in the emails dated 4/12/23 and 4/13/23 between the City of Marysville, EMH&T, and Homewood):

We the undersigned owners of the within platted land, do hereby grand unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) a permanent right-of-way and easement under, over and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines,

sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas, unless otherwise approved by the City of Marysville. Said easement rights shall include the right, without liability therefore to remove trees, landscaping and permanent structures, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment and maintain service cables, and pipelines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Homestead at Scott Farms, Phase 1B - Final Plat

1. Please provide/show 10' Utility Easement flanking the right-of-way along the west side of Glenfield Avenue through lots 3 and 4

Industrial Parkway Data Center Campus - Final Plat

1. No comments

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 1:59 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Farm at Indian Run - Final Plat

Union Soil & Water has no comments for **Farm at Indian Run – Final Plat**.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, June 27, 2023 8:41 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Farm at Indian Run - Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Farm at Indian Run – Final Plat**. Paper copies are being delivered/mailed.

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

Bradley Bodenmiller


Director | LUC Regional Planning Commission

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

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



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Your Touchstone Energy® Cooperative 

June 30th 2023

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

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

Brad,

Noted comments per paper drawings received June 27th 2023. Drawing set of 3 sheets issued Final Plat for Indian Run Dated June 21, 2023:

- 1) Sheet 1 of 3 – Cover Sheet
 - a) Number of Lots: 40 (24 – 62 ft, 16 – 90 ft)
 - b) Front Setback: 20-25 ft dependent on lot size
 - c) Side Setback: 5-8 ft dependent on lot size
 - d) Rear Setback: 20-25 ft
 - e) Noted: Utility use of open space if needed

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

- 3) Sheet 3 of 11
 - a) No defined Easement between lots 21 and 22
 - b) No defined Easement along the north side of lot 14
 - c) No defined Easement along west side of lot 25
 - d) No defined Easement along south side of lots 25 and 26
 - e) No defined Easement along east property line extending from lot 34 to McKitrick Rd.
 - f) No defined Easement extending from McKitrick Rd. to northwest Corner of lot 35.
 - g) URE has easement requirements of 20 feet for underground primary and secondary facilities. Actual location of electrical facilities can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet. When on property line require 10 ft easement on each of the adjacent properties. Developer to install creek/stream crossing (directional bore if applicable) 10 feet beyond stream protection easements (when applicable)

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

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

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

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

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

Regards,

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



Staff Report – Homestead at Scotts Farm Phase 1B

Applicant:	<p>Pulte Homes of Ohio, LLC c/o Joseph Lamparyk 475 Metro Place South Dublin, OH 43017 joseph.lamparyk@pultegroup.com</p> <p>Kimley-Horn and Associates, Inc. c/o Kevin Kershner 7965 North High Street, Suite 200 Columbus, OH 43235 kevin.kershner@kimley-horn.com</p>
Request:	Approval of Homestead at Scotts Farm, Phase 1B – Final Plat.
Location:	Located east of US Hwy 33 between Brock Road and Glacier Pointe subdivision in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 20.945 acres of land and proposes 21 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 1.520 acres in right-of-way ○ 4.541 acres in single-family residential lots ○ 14.884 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water service ○ City of Marysville sanitary waste disposal <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was approved in February 2022. The Amended Preliminary Plat was approved in March 2023. ○ The Phase 1A Final Plat was approved in January 2023. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 07-05-23. Due to this, LUC staff reached-out to confirm whether a bond was required and, if so, the status of its approval. In an email dated 07-10-23, the Engineer’s Office
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	<p>confirmed a bond was required and it has been approved the County Commissioners</p> <ul style="list-style-type: none">• Union County Soil & Water Conservation District<ul style="list-style-type: none">○ In an email dated 06-29-23, the District advised it had no comments.• Union County Health Department<ul style="list-style-type: none">○ No comments received as of 07-05-23. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”• City of Marysville<ul style="list-style-type: none">○ The City submitted comments in an email dated 07-05-23. <u>Some</u> of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)<ol style="list-style-type: none">1. Please provide + label a 10’ Utility Easement, flanking the right-of-way, along the west side of Glenfield Avenue and through lots 3/4.• Jerome Township<ul style="list-style-type: none">○ The Township submitted comments in a letter dated 07-06-23 and a follow-up email on 07-10-23. The Final Plat complies with the approved Development
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	<p>Plan. <u>Some</u> of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)</p> <ol style="list-style-type: none">1. Sheet 1: The “Zoning” note should read, “At the time of platting, the land contained within the boundaries of this plat is zoned Planned Development District (PD).”2. Sheet 3: The Township requested changes to “Note B”, which is a note regarding zoning.3. Sheet 3: Under “Standard Deed Restrictions for Union County”, there appears to be information missing on #3. <ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 07-05-23.• Union Rural Electric (URE)<ul style="list-style-type: none">○ In an email dated 07-06-23, URE advised it looks like its easements are in place and it has no further comment.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Sheet 1: The “filed for record line” should include the time. Please update to read, “FILED FOR RECORD THIS __ DAY OF _____, 2023, AT __ M.” (§801).2. Sheet 1: In the Surveyor’s Certificate, please add “Jerome Township” in paragraph one between the VMS number and county name (§800).3. Sheet 3: Under Standard Deed Restrictions #3 is missing text. This should read, “No construction may begin or building started without the individual lot owner obtaining zoning, building, water & sewer tap, and driveway permits. Zoning permits are to be obtained from the Township Zoning Inspector. Building permits are obtained from the Union County Building Regulation Department and Driveway Permits are obtained from the Union County Engineer’s Office. Water & sewer tap permits are obtained from the applicable service provider.”4. Sheet 2: Under Standard Deed Restrictions #4 is missing text. This should read, “The lot owner and his successors and assigns agree to assume any and all sanitary sewer, water service, and ditch maintenance charges for Homestead at Scotts Farm Phase 1A.”
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	<ol style="list-style-type: none">5. Sheet 2 & 3: Per the County Engineer, Reserve I is to be relabeled as right-of-way. Are pins missing along the dimensions of this (§323, 5.; §323, 10.)?6. Sheet 1: If Reserve I is relabeled as right-of-way, there appears to be two locations impacted by this. One is paragraph three in the top left column of the Plat. Second is acreage sums in the Surveyor's Certificate for the right-of-way and the open spaces.7. Sheet 2: If Reserve I is relabeled as right-of-way, there appears to be one location impacted by this. That location is the label.8. Sheet 3: If Reserve I is relabeled as right-of-way, there appears to be two locations impacted by this. One is the location is the label. Second is Note G.9. Sheet 2: There is an existing 20' easement shown as a UTIL ESMT on this Plat. However, it is labeled as a 20' DRN ESMT on the Phase 1A Final Plat. This easement runs between lots 4/3 & 13 + down lots 1/2 & 14 + along the back of lots 14-18. Please review (§323, 7.).10. Sheet 2: Along the frontages of Lot 3 and Lot 13, does the UTIL ESMT connect across the existing 20' easement (§323, 7.)?11. Sheet 2: Behind Lot 21, there is a label for a 10' URE ESMT. It looks like one of the arrows associated with the label is in the wrong spot, and that the easement width becomes variable (no longer 10') (§323, 7.).12. Sheet 2: From Lot 1 and along the back of lots 14-18 is a 10' URE ESMT. However, it is labeled as a 20' URE ESMT behind Lot 18. It is unclear where/when it increases in width. Please review (§323, 7.).13. Sheet 2: Does the URE ESMT at the back of Lot 1 connect to the URE ESMT at the frontage of Glenfield Ave (§323, 7.)?14. Sheet 1: In the Surveyor's Certificate, please review the FIRM panel number. The note references 39159C0388D, but may actually be 39159C0390D (§323, 11.).15. Sheet 2: In Note D, please review the FIRM panel number. The note references 39159C0388D, but may actually be 39159C0390D (§323, 11.).16. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is
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Staff Report – Homestead at Scotts Farm Phase 1B

	<p>required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).</p> <p>17. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).</p>
Staff Recommendations:	Staff recommends <i>CONDITIONAL APPROVAL</i> of Homestead at Scotts Farm, Phase 1B – Final Plat. Those conditions are incorporation of staff and reviewing agency comments on the Final Plat Mylar by the 07-13-23 LUC meetings.
Z&S Committee Recommendations:	



Application for Final Plat Approval

Date: June 22, 2023

Name of Subdivision: Homestead at Scotts Farm
Section/Phase: Section 1 Phase 1B Block _____
Location: South of Brock Road and east of US Rt. 33
Township: Jerome Military Survey: VMS 6310 & 6581
Complete Parcel(s) Identification Number (PIN): 1700110291000 & 1700110293000

Has a Preliminary Plat been approved for this subdivision?: Yes No _____ Date: Feb. 10, 2022

Name of Applicant: Pulte Homes of Ohio, LLC
Address: 475 Metro Place South
City: Dublin State: Ohio Zip: 43017
Phone: (614) 376-1512 Fax: _____ Email: joseph.lamparyk@pultegroup.com

Name of Owner of property to be subdivided: Pulte Homes of Ohio, LLC
Address: 475 Metro Place South
City: Dublin State: Ohio Zip: 43017
Phone: (614) 376-1512 Fax: _____ Email: joseph.lamparyk@pultegroup.com

Name of Applicant's Surveyor or Engineer: Kimley-Horn and Associates, Inc.
Address: 7965 North High Street, Suite 200
City: Columbus State: Ohio Zip: 43235
Phone: (614) 472-8963 Fax: _____ Email: kevin.kershner@kimley-horn.com

Proposed Acreage to be Subdivided: 20.945 acres

Current Zoning Classification: Planned Development

Proposed Zoning Changes: None

Proposed Land Use: Single Family Residential

Development Characteristics

Acreage w/in Approved Preliminary Plat: 137.74 acres Acres

Acreage w/in Section and/or Block: 20.945 acres Acres

Number of **APPROVED** lots from Preliminary Plat 248 lots



Number of Lots **PROPOSED** w/in this Section: 21 lots

Number of **APPROVED** units from Preliminary Plat: 248 lots

Number of Units **PROPOSED** w/in this Section: 21 lots

Typical Lot Width: 65 Feet Typical Lot Area: 8,125 SF

Single Family Units: 1,800 single story Sq. ft Multi-Family Units: N/A
2,000 multi story

Acreage to be devoted to recreation, parks or open space: 14.884 acres

Recreation facilities to be provided: Perimeter open space & central park

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

Approved method of Sanitary Waste Disposal: City of Marysville Sewer Service

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? Yes, total of 3

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

If no to the above question, please submit a Performance Bond in accordance with the following:
Has estimated construction cost been submitted by the responsible design engineer? Yes
Has estimated construction cost been approved by the County Engineer? Yes
Bond has been submitted to County Engineer? Yes
Bond approved by County Commissioners? Yes

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Final Plat Review Checklist

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



Logan-Union-Champaign regional planning commission

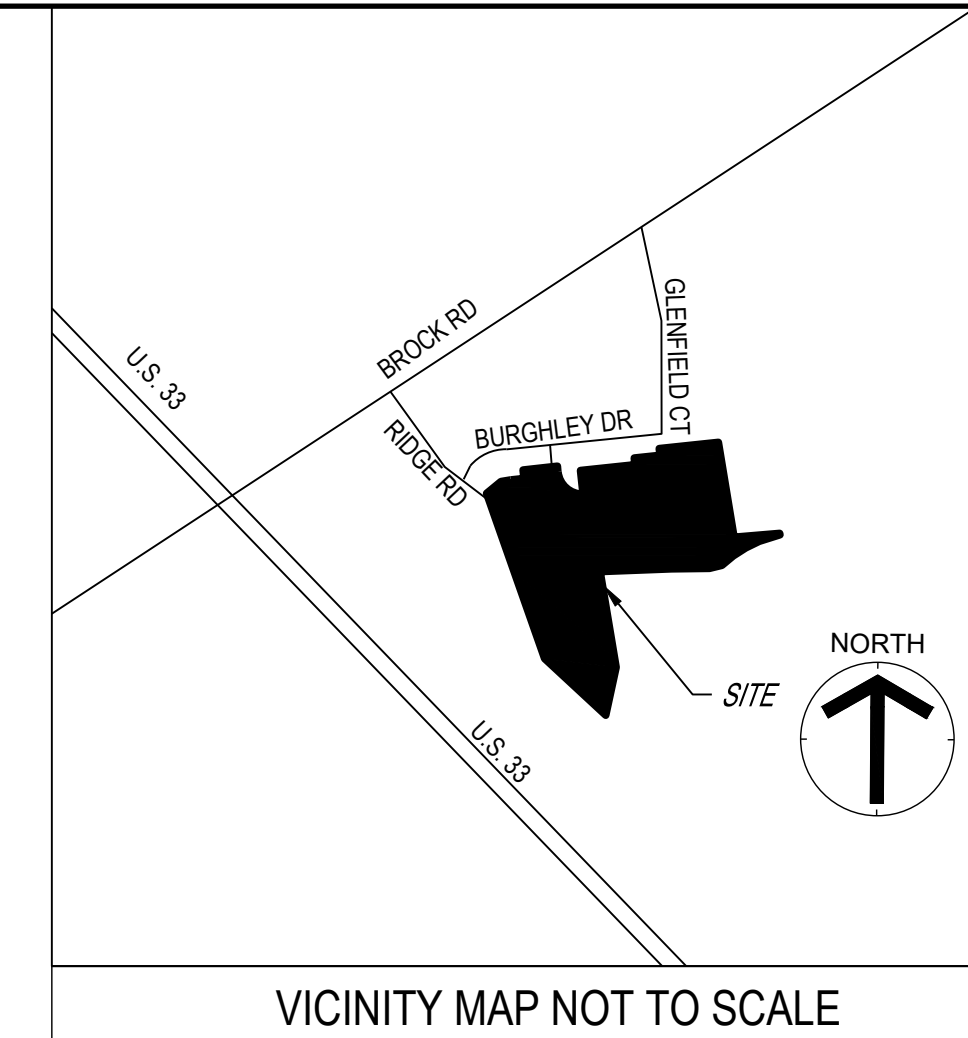
Director: Bradley J. Bodenmiller

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

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

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

**HOMESTEAD AT SCOTTS FARM
PHASE 1B**
STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY NO. 6310 & 6581



VICINITY MAP NOT TO SCALE

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE LANES, AVENUES AND PARKS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VIRGINIA MILITARY SURVEY 6310 AND 6581, CONTAINING 20.945 ACRES OF LAND, MORE OR LESS, BEING OUT OF THAT 66.928 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF OHIO, LLC, OF RECORD IN INSTRUMENT NUMBER 202205100004739, OUT OF THAT 63.463 ACRE TRACT OF LAND AS CONVEYED TO PULTE HOMES OF OHIO, LLC, OF RECORD IN INSTRUMENT NUMBER 202205100004741.

THE UNDERSIGNED, PULTE HOMES OF OHIO, LLC, BY MATTHEW J. CALLAHAN, DIVISION VICE PRESIDENT LAND ACQUISITION PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS, "HOMESTEAD AT SCOTTS FARM PHASE 1B", A SUBDIVISION CONTAINING LOTS NUMBERED 1-4, 10-22, 56-59, RESERVE "E", RESERVE "F", AND RESERVE "I" AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATED TO PUBLIC USE, AS SUCH, ALL OR PARTS OF GLENFIELD AVENUE & RED CHERRY LANE HEREON AND NOT HERTOFRE DEDICATED.

UTILITY EASEMENTS: WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, COLUMBIA GAS OF OHIO AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH WATERLINES, SEWER LINES, UNDERGROUND ELECTRIC, GAS AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPELINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT-OF-WAY AND EASEMENT GRANT.

DRAINAGE EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT". WITHIN THOSE AREAS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAT, AN EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE UNION COUNTY ENGINEER. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH DRAINAGE EASEMENTS ARE HEREBY RESERVED. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

UNION RURAL ELECTRIC EASEMENTS (URE): WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO UNION RURAL ELECTRIC, FIBER ARMS AND SPECTRUM AND ZAYO FIBER SOLUTIONS AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR AS SHOWN HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND AND OVERHEAD ELECTRIC AND COMMUNICATION CABLE, DUCTS, CONDUITS, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, FENCING, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

KNOWN ALL MEN BY THESE PRESENTS THAT PULTE HOMES OF OHIO, LLC, OWNERS OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE (STREETS, ROADS, PARKS, EASEMENTS, ETC.) TO THE PUBLIC USE FOREVER.

THIS _____ DAY OF _____, _____.

SIGNED AND ACKNOWLEDGED PULTE HOMES OF OHIO, LLC
IN THE PRESENCE OF:

BY: _____
WITNESS _____
MATTHEW J. CALLAHAN
DIVISION VICE PRESIDENT LAND ACQUISITION

STATE OF OHIO
COUNTY OF: _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MATTHEW J. CALLAHAN, DIVISION VICE PRESIDENT LAND ACQUISITION OF SAID HOMESTEAD AT SCOTTS FARM PHASE 1B, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF HOMESTEAD AT SCOTTS FARM PHASE 1B, FOR ITS USES AND PURPOSES EXPRESSED THEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

_____ DAY OF _____, _____

MY COMMISSION EXPIRES _____

REVIEWED THIS _____ DAY OF _____, 2023

CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS _____ DAY OF _____, 2023

UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 2023

UNION COUNTY ENGINEER

APPROVED THIS _____ DAY OF _____, 2023

LUC REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS _____ DAY OF _____, 2023 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS _____ DAY OF _____, 2023

UNION COUNTY COMMISSIONER

UNION COUNTY COMMISSIONER

UNION COUNTY COMMISSIONER

TRANSFERRED THIS _____ DAY OF _____, 2023

UNION COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2023

RECORDED THIS _____ DAY OF _____, 2023 IN PLAT CABINET _____ PAGES _____ SLIDE _____

UNION COUNTY RECORDER

ZONING

HOMESTEAD AT SCOTTS FARM PHASE 1B IS ZONED AS PLANNED DEVELOPMENT DISTRICT (PD) AND SHOULD BE DEVELOPED IN ACCORDANCE WITH THE APPLICABLE REGULATION TEXT, AND WITH THE GENERAL PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011), WITH THE CENTERLINE OF BROCK ROAD (C.R. 16) HAVING A RELATIVE BEARING OF NORTH 57°19'58" EAST.

SOURCE OF DATA

THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS

ALL IRON PINS SET ARE SOLID 5/8" REBAR WITH A CAP MARKED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

PERMANENT MARKERS

ALL IRON PINS SET ARE SOLID IRON PINS, 1" IN DIAMETER, WITH AN ALUMINUM CAP STAMPED "CESO". MONUMENTS SHALL BE SET UPON COMPLETION OF CONSTRUCTION.

CERTIFICATION

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 6310 AND 6581, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 1.520 ACRES IN RIGHT-OF-WAYS, 14.884 ACRES IN RESERVES AND 4.541 ACRES IN LOTS MAKING A TOTAL OF 20.945 ACRES.

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

THE SUBDIVISION IS WITHIN FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FIRM RATE MAP 39159C0338, EFFECTIVE DATE DECEMBER 16, 2008 UNLESS OTHERWISE SHOWN.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF HOMESTEAD AT SCOTTS FARM PHASE 1B, AS SURVEYED IN FEBRUARY, 2022.

MONUMENTS WILL BE PLACED AS INDICATED AFTER CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOTS. ALL SAID MONUMENTS SET WILL BE PER THE LEGEND SHOWN BELOW.

JEFFREY MILLER, P.S. _____ DATE: _____
OHIO P.S. NO. 7211
2800 CORPORATE EXCHANGE DRIVE, SUITE 400
COLUMBUS, OHIO 43231

MONUMENT LEGEND:

- IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
- PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)
- ⊙ 5/8" REBAR FOUND (NO CAP UNLESS DENOTED)
- 3/4" IRON PIPE FOUND (NO CAP UNLESS DENOTED)
- ☒ MONUMENT BOX FOUND
- POST FOUND
- △ MAG NAIL SET
- ⊙ MAG NAIL FOUND

NOTE:

- VARIANCE GRANTED FOR RIGHT OF WAY WIDTH COUNTY RESOLUTION 22-012
- VARIANCE GRANTED FOR BLOCK LENGTH COUNTY RESOLUTION 22-013
- VARIANCE GRANTED TO DEDICATE HALF OF RIGHT OF WAY FOR FUTURE MINOR COLLECTOR ROAD COUNTY RESOLUTION 22-014

ACREAGE BREAKDOWN

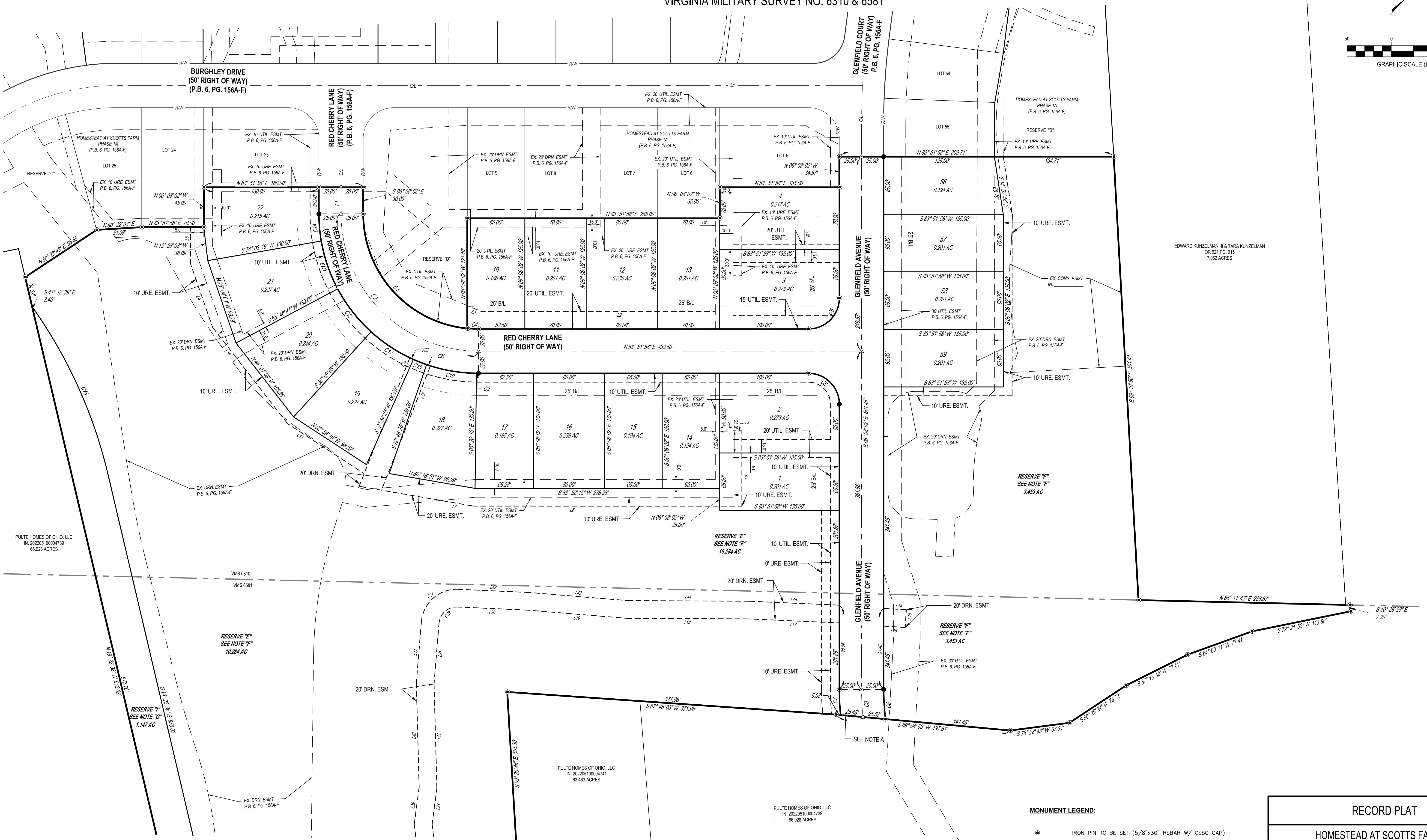
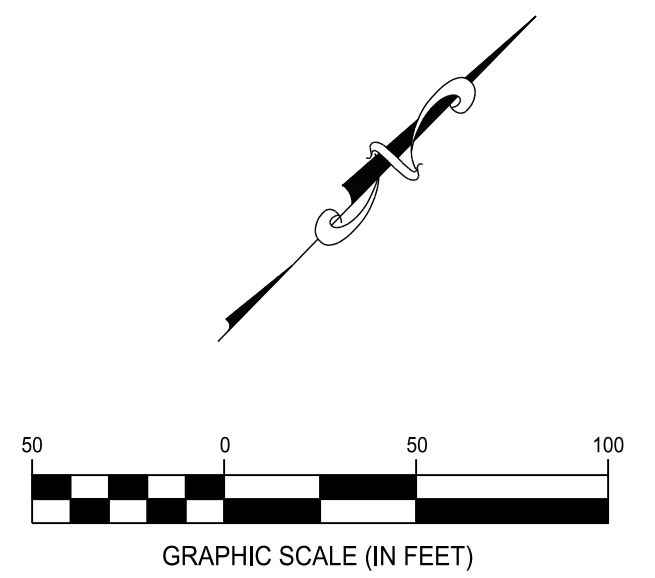
PARCEL NUMBERS:	MAP NUMBERS:	ACREAGE:
17-0011029.1000	136-00-00-001.001	8.213 ACRES
17-0011029.3000	136-00-00-001.000	12.732 ACRES

SURVEYOR:
CESO, INC.
2800 CORPORATE
EXCHANGE DRIVE
SUITE 400
COLUMBUS, OH 43231
PHONE: (614) 794-7080
CONTACT: JEFF MILLER
DATED: 08/10/2021

OWNER/ DEVELOPER:
PULTE HOMES OF OHIO, LLC
475 METRO PLACE SOUTH
DUBLIN, OH 43017
PHONE: (614) 376-1018
CONTACT: MATT CALLAHAN
EMAIL:
MATTHEW.CALLAHAN@PULTE.COM

RECORD PLAT		
HOMESTEAD AT SCOTTS FARM 1B		
UNION COUNTY, OHIO		
SCALE: N/A	DATE: 6/20/2023	
DESIGN: N/A	 WWW.CESOINC.COM	JOB NO.: 758640
DRAWN: OPG		SHEET NO.:
CHECKED: ALB		1 OF 3

**HOMESTEAD AT SCOTTS FARM
PHASE 1B**
STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY NO. 6310 & 6581



SEE SHEET 3

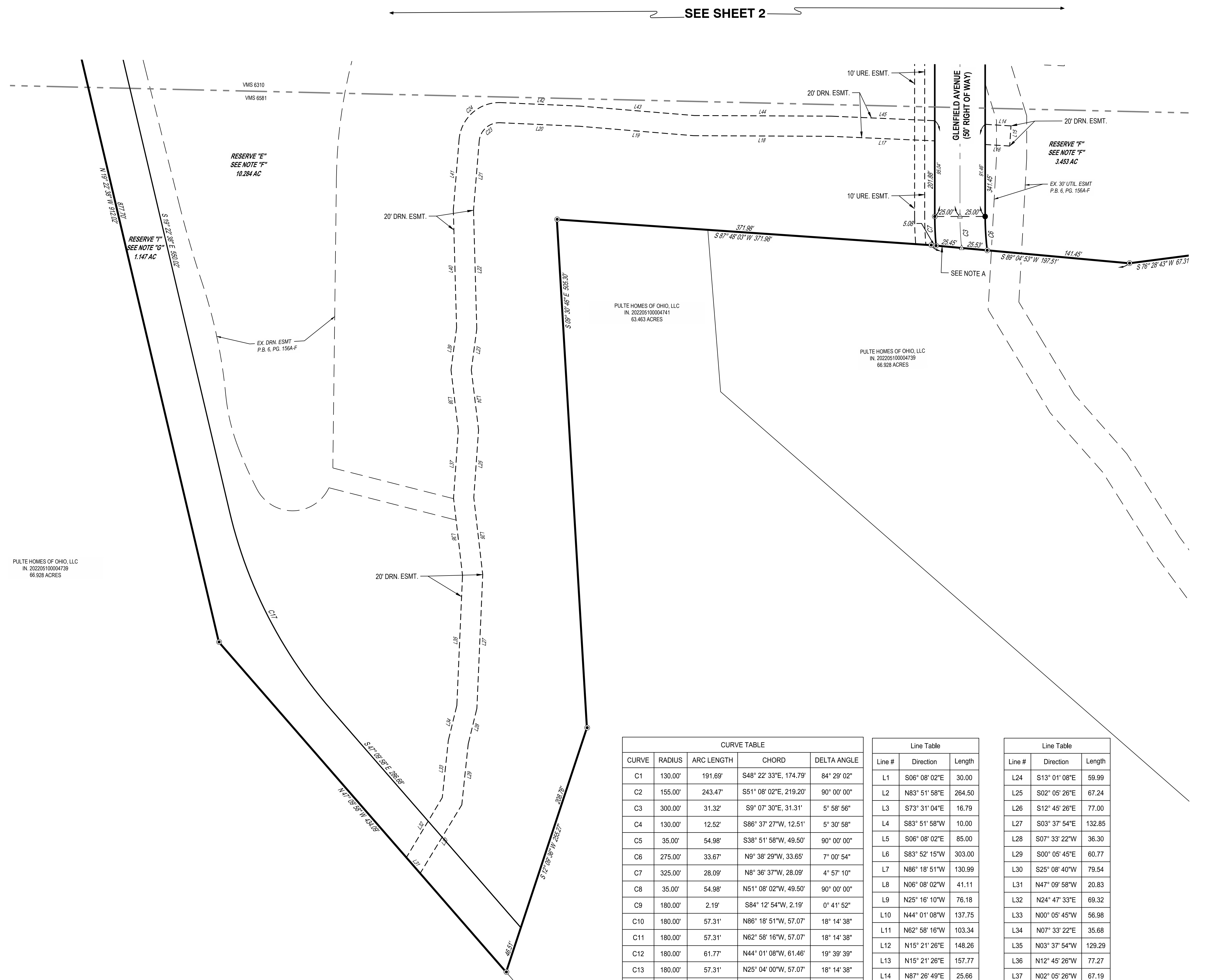
- MONUMENT LEGEND:**
- IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
 - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)
 - ⊙ 5/8" REBAR FOUND (NO CAP UNLESS DENOTED)
 - 3/4" IRON PIPE FOUND (NO CAP UNLESS DENOTED)
 - ⊠ MONUMENT BOX FOUND
 - POST FOUND
 - △ MAG NAIL SET
 - ⊞ MAG NAIL FOUND

RECORD PLAT	
HOMESTEAD AT SCOTTS FARM 1B	
UNION COUNTY, OHIO	
SCALE: 1"=50'	DATE: 6/20/2023
DESIGN: N/A	JOB NO.: 758640
DRAWN: OPG	SHEET NO.:
CHECKED: ALB	2 OF 3



HOMESTEAD AT SCOTTS FARM PHASE 1B

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY NO. 6310 & 6581



NOTE "A": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED BY PLAT, DEED, OR EASEMENT.

NOTE "B": AT THE TIME OF PLATTING HOMESTEAD AT SCOTTS FARM PHASE 1B IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE JEROME TOWNSHIP ZONING RESOLUTION, AND THE TOWNSHIP IS THE ZONING AUTHORITY. AT THE REQUEST OF THE ZONING AUTHORITY AND IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS, THIS PLAT SHOWS SOME OF THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE FILING OF THIS PLAT. SAID ZONING REGULATIONS ARE SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH. THE APPLICABLE ZONING REGULATIONS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS TO DETERMINE THE CURRENT APPLICABLE ZONING REGULATIONS. THE ZONING SETBACK REGULATIONS IN EFFECT AT THE TIME OF PLATTING ARE AS FOLLOWS:

SINGLE FAMILY (LOTS 1-4, 10-22 AND 56-59)	
MIN. LOT AREA:	8,125 SF
MIN LOT WIDTH:	65'
FRONT YARD SETBACK:	25'
REAR YARD SETBACK:	25'
SIDE YARD SETBACK:	5'

NOTE "C": ACREAGE BREAKDOWN

TOTAL ACREAGE:	20.945
ACREAGE IN LOTS 1-4, 10-22 AND 56-59 INCLUSIVE:	4.541
ACREAGE IN RESERVES:	14.884
TOTAL ACREAGE IN RIGHT-OF-WAYS:	1.520

NOTE "D": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS HOMESTEAD AT SCOTTS FARM PHASE 1B, IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "E": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN HOMESTEAD AT SCOTTS FARM PHASE 1B, ROAD RIGHT OF WAYS.

NOTE "F": RESERVES "E" AND RESERVE "F" AS DESIGNATED AND DELINEATED HEREON ARE TO BE OWNED AND MAINTAINED BY THE HOMESTEAD AT SCOTTS FARM HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OPEN SPACE AND MAINTENANCE FACILITIES.

NOTE "G": RESERVE "I" AS DESIGNATED AND DELINEATED HEREON IS HEREBY RESERVED FOR FUTURE USE AS PUBLIC ROAD RIGHT OF WAY TO BE TRANSFERRED OWNED AND MAINTAINED BY JEROME TOWNSHIP AND OR THE UNION COUNTY COMMISSIONERS.

STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
4. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR HOMESTEAD AT SCOTTS FARM PHASE 1B.

PULTE HOMES OF OHIO, LLC
IN. 202205100004739
66.928 ACRES

RESERVE "E"
SEE NOTE "F"
10.284 AC

RESERVE "G"
SEE NOTE "G"
1.147 AC

RESERVE "F"
SEE NOTE "F"
3.453 AC

PULTE HOMES OF OHIO, LLC
IN. 202205100004741
63.463 ACRES

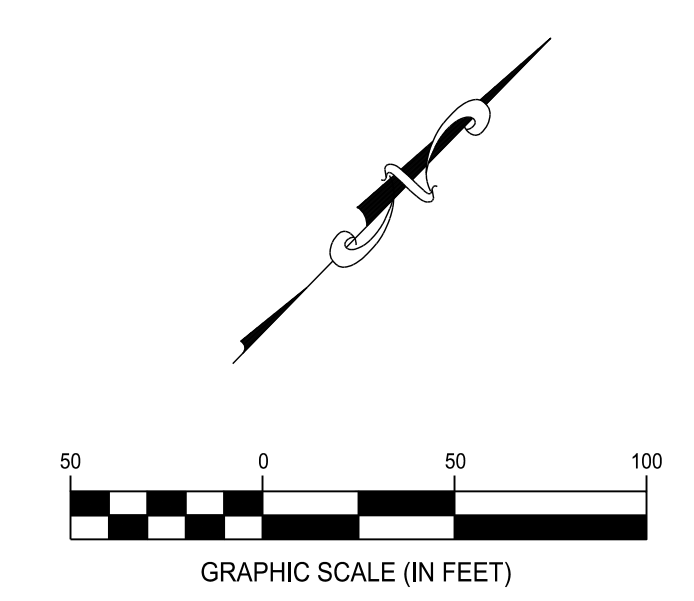
PULTE HOMES OF OHIO, LLC
IN. 202205100004739
66.928 ACRES

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C1	130.00'	191.69'	S48° 22' 33"E, 174.79'	84° 29' 02"
C2	155.00'	243.47'	S51° 08' 02"E, 219.20'	90° 00' 00"
C3	300.00'	31.32'	S9° 07' 30"E, 31.31'	5° 58' 56"
C4	130.00'	12.52'	S86° 37' 27"W, 12.51'	5° 30' 58"
C5	35.00'	54.98'	S38° 51' 58"W, 49.50'	90° 00' 00"
C6	275.00'	33.67'	N9° 38' 29"W, 33.65'	7° 00' 54"
C7	325.00'	28.09'	N8° 36' 37"W, 28.09'	4° 57' 10"
C8	35.00'	54.98'	N51° 08' 02"W, 49.50'	90° 00' 00"
C9	180.00'	2.19'	S84° 12' 54"W, 2.19'	0° 41' 52"
C10	180.00'	57.31'	N86° 18' 51"W, 57.07'	18° 14' 38"
C11	180.00'	57.31'	N62° 58' 16"W, 57.07'	18° 14' 38"
C12	180.00'	61.77'	N44° 01' 08"W, 61.46'	19° 39' 39"
C13	180.00'	57.31'	N25° 04' 00"W, 57.07'	18° 14' 38"
C14	180.00'	30.82'	N11° 02' 21"W, 30.78'	9° 48' 39"
C15	180.00'	16.02'	N74° 38' 34"W, 16.01'	5° 05' 56"
C16	540.00'	205.78'	S30° 17' 39"E, 204.54'	21° 50' 01"
C17	460.00'	223.10'	S33° 16' 18"E, 220.92'	27° 47' 20"
C21	180.00'	4.50'	S77° 54' 30"E, 4.50'	1° 25' 57"
C22	180.00'	4.50'	N71° 22' 37"W, 4.50'	1° 25' 57"
C23	20.00'	30.67'	S42° 29' 44"W, 27.76'	87° 52' 34"
C24	40.00'	61.35'	N42° 29' 44"E, 55.51'	87° 52' 34"

Line Table		
Line #	Direction	Length
L1	S06° 08' 02"E	30.00
L2	N83° 51' 58"E	264.50
L3	S73° 31' 04"E	16.79
L4	S83° 51' 58"W	10.00
L5	S06° 08' 02"E	85.00
L6	S83° 52' 15"W	303.00
L7	N86° 18' 51"W	130.99
L8	N06° 08' 02"W	41.11
L9	N25° 16' 10"W	76.18
L10	N44° 01' 08"W	137.75
L11	N62° 58' 16"W	103.34
L12	N15° 21' 26"E	148.26
L13	N15° 21' 26"E	157.77
L14	N87° 26' 49"E	25.66
L15	S02° 33' 11"E	20.00
L16	S87° 26' 49"W	24.40
L17	S86° 22' 21"W	103.27
L18	S84° 07' 58"W	136.20
L19	S88° 34' 43"W	113.18
L20	S86° 26' 01"W	79.01
L21	S01° 26' 33"E	68.71
L22	S07° 42' 19"E	117.86
L23	S01° 27' 24"W	41.01

Line Table		
Line #	Direction	Length
L24	S13° 01' 08"E	59.99
L25	S02° 05' 26"E	67.24
L26	S12° 45' 26"E	77.00
L27	S03° 37' 54"E	132.85
L28	S07° 33' 22"W	36.30
L29	S00° 05' 45"E	60.77
L30	S25° 08' 40"W	79.54
L31	N47° 09' 58"W	20.83
L32	N24° 47' 33"E	69.32
L33	N00° 05' 45"W	56.98
L34	N07° 33' 22"E	35.68
L35	N03° 37' 54"W	129.29
L36	N12° 45' 26"W	77.27
L37	N02° 05' 26"W	67.19
L38	N13° 01' 08"W	60.61
L39	N01° 27' 24"E	41.95
L40	N07° 42' 19"W	117.35
L41	N01° 26' 33"W	69.81
L42	N86° 26' 01"E	79.38
L43	N88° 34' 43"E	112.77
L44	N84° 07' 58"E	135.82
L45	N86° 22' 21"E	102.78

- MONUMENT LEGEND:**
- IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
 - PERMANENT MARKER SET (1"x30" REBAR W/ ALUMINUM CESO CAP)
 - ⊙ 5/8" REBAR FOUND (NO CAP UNLESS DENOTED)
 - 3/4" IRON PIPE FOUND (NO CAP UNLESS DENOTED)
 - MONUMENT BOX FOUND
 - POST FOUND
 - △ MAG NAIL SET
 - MAG NAIL FOUND



RECORD PLAT		
HOMESTEAD AT SCOTTS FARM 1B		
UNION COUNTY, OHIO		
SCALE: 1"=50'	DATE: 6/20/2023	JOB NO.: 758640
DESIGN: N/A		SHEET NO.: 3 OF 3
DRAWN: OPG		
CHECKED: ALB		

**DECLARATION OF COVENANTS
EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS
FOR
HOMESTEAD AT SCOTTS FARM**

[DRAFT-Submitted for Zoning purposes only. June 2022

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Exhibits

Exhibit A.....Subject Property

Exhibit BAdditional Easement Areas

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR TARLTON MEADOWS

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the “**Declaration**”) is made on or as of this ____ day of _____, 2022, by DEVELOPER, INC., an Ohio corporation, whose address is 475 Metro Place S., Dublin, Ohio 43017 (“**Developer**”).

Background

1. Developer is the owner in fee simple of the real estate identified and described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Subject Property**”).

2. The Subject Property is being developed and built as a residential subdivision of lots for single-family homes known as HOMESTEAD AT SCOTTS FARM (the “**Community**”) and may include public or private streets, associated improvements, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.

3. Developer desires hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.

4. Developer hereby declares that all of the Subject Property shall be encumbered with the following covenants, easements, restrictions and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer’s successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

5. Further, Developer deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners’ association under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community, Developer hereby declares that all of the Subject Property shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, easements, and restrictions:

1. DEFINITIONS.

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

- (a) **“Additional Easement Areas”**-- those areas, whether or not shown on the plat of the Community, which Developer has determined shall be subject to further easements for the benefit of the Community.
- (b) **“Additional Property”** -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.
- (c) **“Architectural Review Committee”** -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- (d) **“Articles” and “Articles of Incorporation”** -- the articles, when filed with the Secretary of State of Ohio, incorporating HOMESTEAD AT SCOTTS FARM Homeowners’ Association, Inc. (the **“Association”**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**“Chapter 1702”**).
- (e) **“Assessments”** - charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- (f) **“Association”** -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named “HOMESTEAD AT SCOTTS FARM Homeowners’ Association, Inc.”
- (g) **“Board”** -- the Board of Directors of the Association.
- (h) **“Code of Regulations” and “Code”** -- the Code of Regulations of the Association (sometimes referred to as “bylaws”) created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association.
- (i) **“Common Elements”** -- all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of

the Association. The Common Elements may include open spaces, Reserves, entranceway and community border features, detention areas, and other property designated by Developer or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners of the Lots in the Community.

- (j) **“Common Expense”** - costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.
- (k) **“Community”** or **“HOMESTEAD AT SCOTTS FARM”** – all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Exhibit A, and which may be expanded to encompass all or any part of the Additional Property.
- (l) **“Developer”** -- DEVELOPER, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (m) **“Exempt Property”** -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.
- (n) **“Governing Documents”** -- the Association’s Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, and applicable building and zoning laws and ordinances.
- (o) **“Improvements”** -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; swing-sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage features, structures and conditions; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other improvements and/or structures of every type.
- (p) **“Individual Lot Assessment”** -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent

obligations to the Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

- (q) **“Lot”** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Developer, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Community dedicated for public use.
- (r) **“Manager”** -- the person or entity retained by the Board to assist in the management of the Association.
- (s) **“Member”** -- any person or entity meeting the requirement for membership in the Association.
- (t) **“Occupant”** -- a person lawfully residing in a dwelling on a Lot, regardless of whether that person is an Owner.
- (u) **“Operating Assessments”** -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- (v) **“Owner”** and **“Lot Owner”** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding the Developer and all others having an interest merely as security for performance of an obligation.
- (w) **“Person”** -- a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.
- (x) **“Reserves”** -- one or more of the Reserves or open spaces in the Community, as delineated and shown on a recorded plat and subjected to the provisions hereof.
- (y) **“Rules”** -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time.
- (z) **“Special Assessment”** -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board.
- (aa) **“Turnover Date”** -- the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers, provided Developer reserves the right, in its sole and unfettered discretion, to

turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole discretion.

2. GOALS.

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

- (a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- (b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions applicable to the Community;
- (d) Compliance with all zoning and similar governmental regulations applicable to the Community; and
- (e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives.

3. THE ASSOCIATION.

3.1. Purposes.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided. The purposes of the Association are to:

- (a) To own, repair, maintain, regulate the use of, and to have easements with respect to various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Developer, and after the Turnover Date, by the Board;
- (b) administer and enforce the provisions of the Governing Documents; and
- (c) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Mandatory Membership.

Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or

ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

3.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those

powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

3.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof. In addition, the Board shall have the power to seek relief, including injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

3.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for

termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice.

3.8. Insurance.

- (a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:
- (i) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - (iii) shall be written in the name of the Association;
 - (iv) shall not be cancelled upon less than thirty (30) days notice to the Association; and
 - (v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- (b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide

that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association.

- (c) Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) officers' and directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.
- (d) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

3.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

3.10. Books; Records.

Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. THE COMMON ELEMENTS.

Developer may, from time to time, at Developer's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including, to the extent Developer so determines, those contained herein, and all other liens and encumbrances of record or otherwise affecting the property. All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted; or (ii) as required by zoning. In addition, the Developer may also grant such

easements to the Association as the Developer, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

5. ASSESSMENTS.

5.1. Types of Assessments.

Subject to the provisions of this Article, each Lot Owner, shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenants and agrees to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot.

5.2. Operating Assessments.

For the purposes of providing funds to pay:

- the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- the costs for insurance and bond premiums to be provided and paid for by the Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Developer;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for

operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

- (a) Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Developer to a home purchaser, each Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
- (b) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.
- (c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to a Lot Owner not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

5.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

5.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs

associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including attorneys' fees, incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Lot Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

5.5. Remedies.

- (a) Acceleration. If any installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.
- (b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the "prime rate" charged locally by a nationally recognized bank in the Columbus area plus five percent (5%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.
- (c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law.
- (d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office.

The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

- (e) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas in the county where the Subject Property is located for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (g) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (h) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

6. MAINTENANCE.

6.1. Maintenance by Association.

Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep the Common Elements in good, clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements situated upon the Common Elements, including but not limited to the Reserves, any open spaces, signage, entranceways, community border areas, the maintenance, repair and replacement of any Additional Easement Areas (except as provided for in 6.5 below), and the maintenance, repair and replacement of all personal property used in connection with the operation of the Association.

6.2. Maintenance by Owner.

Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components located upon that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth by the Association as provided for herein.

6.3. Right of Association to Repair Lot.

In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Developer or the Association to said Owner, and if the Board or Developer determines that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Developer may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred or, if performed by Developer, those expenses shall be reimbursed by the Owner to Developer.

6.4. Damage to Common Elements By Owner or Occupant.

In the event the need for maintenance or repair of any part of any Common Element is caused by the negligent or intentional act of any Lot Owner or Occupant, or that Person's licensees or invitees, or in the event any Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and/or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary

and/or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

6.5. Additional Easement Areas.

The Additional Easement Areas shown on Exhibit B attached hereto shall be maintained as follows: [*to be determined as necessary*].

7. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

7.1. Architectural Review Committee.

The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with any zoning and building regulations and all provisions hereof.

7.2. Modifications.

Except as otherwise provided herein, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs or satellite dishes not otherwise permitted herein or by federal law, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

7.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law, including but not limited to township zoning or county building regulations; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

7.4. Improvements by Developer.

Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer, its agents, or its successors and/or assigns shall be deemed to comply in all respects with this Declaration and the requirements of the Architectural Review Committee, and the Developer, its successors and assigns, shall have the exclusive right to approve the initial construction of a residence upon any Lot even following the Turnover Date.

7.5. Liability Relating to Approvals.

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

8. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Improvements thereon shall run with the land and be binding upon the Developer and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

8.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, Specifically, no dwelling may be used as a rooming house, group home, commercial foster

home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, “bi-level home” shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, such as a trailer, tent, shack, vehicle port, barn, pet dwelling including pet fenced in pet areas behind houses, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Developer or builders approved by Developer, for sales and construction management and related uses during the construction and sale of homes in the Community or home remodeling after initial construction. All homes shall comply with material standards as approved under the applicable zoning text and/or by Liberty Township or Union County for this Community and by the Architectural Review Committee.

8.2. Minimum Square Footages.

No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

8.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

8.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Developer or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

8.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Developer while marketing Lots and residences for sale; (ii) street and identification signs installed by the Association, Developer, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use

of the Common Elements, provided they are approved by the Board; (iv) on any Lot, one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and (v) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. No signs shall be placed in the Common Elements.

8.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Architectural Review Committee.

8.7. Nuisances.

No noxious or offensive trade or activity shall be permitted on any property in the Community or within any dwelling located on any Lot. No soil shall be removed for any commercial purpose.

8.8. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a “home office” use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable Liberty Township regulations; (ii) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or correspond in or from a residence; and (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and by builders and developers as approved by Developer, in its sole discretion, until

dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

8.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction or remodeling of homes on the Lots.

8.10. Hotel/Transient Uses.

No Lot or Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

8.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot in the Community (except in the attached garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms “truck” and “prohibited commercial vehicle” shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word “trailer” shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible

location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

8.12. Trash.

Except for the reasonably necessary activities of Developer during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

8.13. Antennae.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on a Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. Notwithstanding the foregoing, roof-mounted satellite dishes are to be limited to the maximum extent possible by law.

8.14. Utility Lines.

All new utility lines in the Community shall be underground, subject only to the exceptions required by governmental authorities having jurisdiction, utility companies, Developer, and the Board.

8.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Developer's sales trailer.

8.16. Street Tree.

Developer may designate one or more trees as deemed necessary by Developer along the street in front of each Lot at a ratio of 1 tree per 40' on center as a "street tree". If Developer determines to designate street tree(s) then each Lot Owner agrees to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper greater than or equal to 2".

8.17. Mailbox.

Developer may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street

numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

Alternatively, if required by the United States Postal Service or other applicable governmental authority, Developer shall install central bulk mailbox units at one or more Common Property. Any such central bulk mailbox units shall be maintained by the Association.

8.18. Yard Lights and Lamp Posts.

All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee. If a yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamppost, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

8.19. Fencing.

No perimeter fencing shall be allowed on any Lot. Fencing may be permitted for privacy around decks, patios, hot tubs, etc., and shall not exceed 42 inches in height, but may be required to include landscaping screening where utilized by the Architectural Review Committee. No chain link and no wire fencing shall be permitted. Fence posts may be no higher than 6 inches above the top rail, with the exception of fencing around swimming pool which shall be a minimum of 54 inches in height. Fences shall be at least 50% open. Pool fencing may be aluminum or wrought iron and must comply with applicable Township and County Codes. The Developer may install fencing as part of entry feature improvements and landscape buffering and/or screening along adjacent properties, which shall be maintained by the Association.

8.20. Swimming Pools/Hot Tub.

No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub that is properly screened. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Section 8.19 to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

8.21. Compliance with Zoning.

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, and/or Liberty Township in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

8.22. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) outdoor clotheslines;
- (b) window air conditioning units on any window facing a street;
- (c) wind turbines or similar wind-powered energy generating equipment;
- (d) solar panels

9. EASEMENTS AND LICENSES.

9.1. Easement of Access and Enjoyment Over Common Elements.

Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

9.2. 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 subject hereto, including without limitation the Lots, for the purpose of exercising the Association's rights, or performing the Association's obligations as set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or any Rule, or to maintain, repair, and replace the Common Elements and/or Additional Easement Areas, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of an emergency.

9.3. Easement for Utilities and Other Purposes.

The Board or Developer may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Developer may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Developer may not convey

any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

9.4. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

9.5. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

10. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

11. MISCELLANEOUS.

11.1. Term.

The provisions hereof 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 Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

11.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate,

any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

11.3. Amendments.

Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements 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 any property in the Community. After the Turnover Date, Developer may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject all or any part of the Additional Property to the provisions hereof 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 Community. An amendment hereby made by Developer shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and

executed shall be effective upon the filing of the same with the County Recorder of the County in which the Community is located.

11.4. Developer's Rights to Complete Development.

Developer shall have the unrestricted right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community, in compliance with Township regulations. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer; (ii) construct, alter, remodel, demolish, replace, or use any Improvements on any Common Elements or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (iii) require Developer to seek or obtain the approval of the Association or the Architectural Review Committee for any activity or Improvement on any Common Elements or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

11.5. 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 the provisions hereof 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 following the date a notice describing a default is sent to an Owner.

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

11.6. Indemnification.

The Association shall indemnify, defend and hold every Officer, Director, and agent of the Association harmless against any and all claims, liabilities, and expenses, including

attorneys' fees, reasonably incurred by or imposed upon any Officer, Director, or agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an Officer, Director, or agent. The Officers, Directors, and agents of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers, Directors, and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer, Director, and agent free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer, Director, or agent, or former Officer, Director, or agent may be entitled by law or the provisions of any other Governing Document.

11.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

11.8. Severability.

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

11.9. Enforcement; Waiver.

Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

11.10. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery, or posting at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

11.11. Exhibits.

The Exhibits hereto are a part of this Declaration as if set forth in full herein.

11.12. Construction.

In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

11.13. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

11.14. Additional Disclosures.

[to be determined as necessary]

IN TESTIMONY WHEREOF, Developer has caused the execution of this Declaration on the date first set forth above.

DEVELOPER, INC.,
an Ohio corporation

By: _____/DRAFT/_____

STATE OF OHIO :
 :
COUNTY OF UNION :

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by

_____, _____ of DEVELOPER, Inc., an Ohio corporation, on behalf of that corporation.

Notary Public

This instrument prepared by:
Thomas L. Hart, Esq.
ISAAC WILES BURKHOLDER & TEETOR LLC
Two Miranova Place, Ste. 700
Columbus, OH 43215
(614) 221-2121

EXHIBIT A
SUBJECT PROPERTY

EXHIBIT B

ADDITIONAL EASEMENT AREAS

Bond No. 268017063

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Pulte Homes of Ohio LLC of 475 Metro Place South, Suite 200, Dublin OH 43017 as Principal, and Liberty Mutual Insurance Company a corporation organized and existing under the laws of the State of Massachusetts, and authorized to transact business in the state of Ohio, as Surety, are held and firmly bound unto the Union County, 233 West 6th Street, Marysville OH 43040, as Obligee, in the penal sum SIX HUNDRED EIGHTY SIX THOUSAND SEVENTY FIVE AND 44/100 (\$686,075.44) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or have constructed necessary items associated with the Homestead at Scotts Farm Sec 1 – 1B Community.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

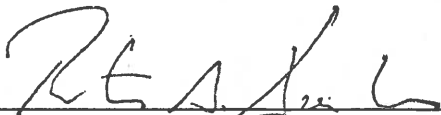
Signed, sealed and dated this 7^h day of December, 2022.

Pulte Homes of Ohio LLC
Principal

SEE ATTACHED SIGNATURE PAGE

Gregory S. Rives, Assistant Treasurer

Liberty Mutual Insurance Company
Surety



Peter S. Forker, Attorney-in-Fact

executed this 7th day of December, 2022.

Pulte Homes of Ohio, LLC

PRINCIPAL

A handwritten signature in blue ink, appearing to read "Gregory S. Rives", is written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

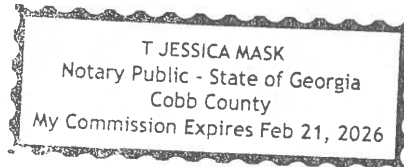
STATE OF GEORGIA)

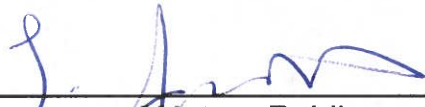
) ss.

COUNTY OF COBB)

This record was acknowledged before me on December 7, 2022, appeared Gregory S. Rives, Pulte Homes of Ohio, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205863-972267

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cole P. Hillestad, Peter S Forker, Rebecca M. Johlle, Stephanie C. Anderson; W. C. Behnke; William C. Behnke

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2022



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Lake } ss.

On this 7th day of December, 2022, before me personally appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Lake

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, July 10, 2023 7:45 AM
To: Brad Bodenmiller
Subject: RE: Homestead at Scotts Farm Phase 1B - Bond

Yes, the bond has been approved.

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, July 10, 2023 7:44 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Homestead at Scotts Farm Phase 1B - Bond

Luke,

Can you confirm with the Union Co (U) Commissioners approved the bond for the **Homestead at Scotts Farm, Phase 1B – Final Plat?**

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: [\(937\) 666-3431](tel:9376663431) | www.lucplanning.com



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

Jerome Township Zoning Department

July 6, 2023

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

Re.: Homestead at Scotts Farm Phase 1B – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Homestead at Scotts Farm Phase 1B – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The note labeled “Zoning” on page 1 should read as follows: At the time of platting, the land contained within the boundaries of this plat is zoned Planned Development District (PD).
2. A colon is missing from the note labeled “Drainage Easement” on page 1.
3. The note labeled “Note B” on page 3 should be modified slightly to read as follows: At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.

The last sentence of the note should remain the same.

4. The notes labeled “Note C” & “Note G” on page 3 should pluralize the phase right-of-way as follows: rights-of-way.
5. The restriction labeled #3 under the title “Standard Deed Restrictions...” should be reviewed as words appear to be missing.

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

Sincerely,

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

Brad Bodenmiller

From: Eric Snowden <esnowden@jerometownship.com>
Sent: Monday, July 10, 2023 8:45 AM
To: Brad Bodenmiller
Subject: RE: Homestead at Scotts Farm 1B - Comments

Hi Brad,

A detailed development plan was approved for this development. The proposed final plat for this section conforms to the approved detailed development plan.

Warm regards,

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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Sunday, July 9, 2023 8:27 PM
To: Eric Snowden <esnowden@jerometownship.com>
Subject: Homestead at Scotts Farm 1B - Comments

Eric,

Good evening! I reviewed your **07-06-23** letter.

I did not see in your letter, where you confirmed whether (or not) the plat conforms with the Township's zoning. Can you confirm whether it is or is not?

An email reply is plenty fine for my purposes.

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, July 5, 2023 2:02 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - July LUC Executive Meeting

Brad,

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

Courtyards at Hyland Meadows (VN-13) - Preliminary Plat

1. Please provide and label a 20' Utility Easement flanking the right-of-way along the west side of Hyland-Croy Road and the south side of Blaney Road.
2. Please provide the following Utility Easement language:

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

Farm at Indian Run - Final Plat

1. Please provide and label a 10" Utility Easement flanking the right-of-way for the waterline along the east side of Whitetail Way

Jerome Park - Amended Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.
2. Please include the following revised easement language (as referenced in the emails dated 4/12/23 and 4/13/23 between the City of Marysville, EMH&T, and Homewood):

We the undersigned owners of the within platted land, do hereby grand unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) a permanent right-of-way and easement under, over and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines,

sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas, unless otherwise approved by the City of Marysville. Said easement rights shall include the right, without liability therefore to remove trees, landscaping and permanent structures, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment and maintain service cables, and pipelines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Homestead at Scott Farms, Phase 1B - Final Plat

1. Please provide/show 10' Utility Easement flanking the right-of-way along the west side of Glenfield Avenue through lots 3 and 4

Industrial Parkway Data Center Campus - Final Plat

1. No comments

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 2:01 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Homestead at Scotts Farm Phase 1B - Final Plat

Union Soil & Water has no comments for **Homestead at Scotts Farm, Phase 1B – Final Plat**.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, June 27, 2023 8:41 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Homestead at Scotts Farm Phase 1B - Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Homestead at Scotts Farm, Phase 1B – Final Plat**. Paper copies are being delivered/mailed.

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

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

Brad Bodenmiller

From: Ed Peper <epeper@ure.com>
Sent: Thursday, July 6, 2023 8:17 AM
To: Brad Bodenmiller; Heather Martin
Cc: Brent Ransome; Matt Zarnosky; Beau Michael
Subject: Re: Distribution Letter + Plat for Homestead at Scotts Farm Phase 1B - Final Plat

Morning Brad,
sorry for the late reply but we have had a rough couple days.
looking that the drawings it looks like our easements are in place and URE has no further comments.

Thanks,

Ed Peper

Engineer III

Union Rural Electric Cooperative, Inc.

15461 US Highway 36 | Marysville, Ohio 43040

Office: (937)645-9240

epeper@ure.com

www.ure.com

From: Matt Zarnosky <mzarnosky@ure.com>
Sent: Wednesday, June 28, 2023 7:06 AM
To: Ed Peper <epeper@ure.com>
Cc: Brent Ransome <bransome@ure.com>
Subject: FW: Distribution Letter + Plat for Homestead at Scotts Farm Phase 1B - Final Plat

From LUC

Thanks,

Matt Zarnosky
URE COO | VP Engineering & Honda Affairs



15461 US Highway 36 | Marysville, Ohio 43040

Office: (937)642-1826

Direct: (937)645-9246

mzarnosky@ure.com | ure.com

Download Smarthub for [iPhone](#) or [Android](#) for account management at your fingertips.

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>

Sent: Tuesday, June 27, 2023 8:41 PM

To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>

Cc: Heather Martin <heathermartin@lucplanning.com>; Gram Dick <gramdick@lucplanning.com>

Subject: Distribution Letter + Plat for Homestead at Scotts Farm Phase 1B - Final Plat

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

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy of Homestead at Scotts Farm, Phase 1B – Final Plat**. Paper copies are being delivered/mailed.

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

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



Staff Report – Industrial Parkway Data Center Campus

Applicant:	<p>Amazon Data Services, Inc. 2001 8th Avenue Seattle, WA 98121 devaalve@amazon.com</p> <p>Advanced Civil Design, Inc. c/o Jim Whitacre 781 Science Boulevard, Suite 100 Gahanna, OH 43230 jwhitacre@advancedcivil.com</p>
Request:	Approval of Industrial Parkway Data Center Campus – Final Plat.
Location:	Located on the west side of Industrial Parkway between Mitchell-Dewitt Road and Warner Road in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 99.992 acres of land and proposes 2 lots for a Data Center Campus.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 2.190 acres in right-of-way ○ 97.802 acres in lots ○ 0.0 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville water service ○ City of Marysville sanitary waste disposal <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was approved in August 2022. <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ No comments received as of 07-05-23. Due to this, LUC staff reached-out to confirm whether a bond was required and, if so, the status of its approval. In an email dated 07-10-23, the Engineer’s Office advised the Infrastructure Agreement is outstanding (\$405; \$572). <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none"> ○ In an email dated 06-29-23, the District advised it had no comments.
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- Union County Health Department
 - No comments received as of 07-05-23. Standard comments from the Health Department are below:
 1. **“All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”**
 2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being **situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”**
 3. **“If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”**
- City of Marysville
 - In an email dated 07-05-23, the City advised it had no comments.
 - In a follow-up email dated 07-10-23, the City **requested a 20’ Utility Easement along the south property line per the Preliminary Plat conditional approval.**
- Jerome Township
 - The Township submitted comments in a letter dated 07-06-23 and a follow-up email on 07-10-23. The Final Plat complies as to lot width, lot area, and setbacks. Some of the submitted comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. Sheet 1: The Township requested an update to the **language in the “Zoning Note.**
 2. Sheet 2: Indicate front building setback. Please **provide and label a “Building Setback” 60’ from**



Staff Report – Industrial Parkway Data Center Campus

	<p>the proposed right-of-way line of Industrial Parkway.</p> <ul style="list-style-type: none">• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 07-05-23.• Union Rural Electric (URE)<ul style="list-style-type: none">○ No comments received as of 07-05-23.<ol style="list-style-type: none">1. <i>Note from LUC staff:</i> Adding the electric utility easements on the Plat was a condition of the Preliminary Plat approval, LUC staff reached-out to ensure URE had no comments on two occasions.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Sheet 1: Paragraph one of the Surveyor's Certificate references VMS 7074. However, two other locations on the Title Sheet reference VMS 7058. Please review and adjust if appropriate.2. Sheet 1: Paragraph two in the center column references Warner Road. Instead, should this reference Industrial Parkway? Please review and adjust if appropriate.3. Sheet 1: All plats shall contain a restriction that "No permanent structures or plantings, etc. shall be permitted in the easements areas." Please adjust the last sentence of paragraph four in the center column (§323, 7.).4. Sheet 1: On the right-side of the sheet, there are several signature lines. Near the Recorder's signature line, it reads "Recorded this ___ day of ___, 2022." Please update the year from 2022 to 2023 (§801).5. Sheet 2: Please review the right-of-way dimension length along the centerline of Industrial Parkway. The dimension of 1184.29' seems long when compared to the dimensions along the west dimensions of the right-of-way (§323, 5.).6. Sheet 2: Please review the FIRM panel number. The note references 39149C0166D, but may actually be both 39159C0388D and 39159C0390D (§323, 11.).7. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).
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Staff Report – Industrial Parkway Data Center Campus

	8. Prior to approval of the Final Plat, it is necessary to obtain easements, right-of-way, construct/pay for off-site extensions and improvements (§405; §572).
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Staff Recommendations:	Staff recommends <i>DENIAL</i> of Industrial Parkway Data Center Campus – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 07-13-23 LUC meetings, the outstanding Infrastructure Agreement (§405; §572) is required before staff is comfortable recommending otherwise.
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Z&S Committee Recommendations:	
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TRANSMITTAL LETTER

Date: June 21, 2023

Re: Industrial Parkway Data Center Campus
Final Plat

LUC Regional Planning Commission
10820 State Route 347
East Liberty, Ohio 43319

Attention: Mr. Brad Bodenmiller

Please find attached:

Reference No.	Copies	Number of Sheets	Notes
22-0035-168	14	2	Final Plat
	1	2	Application
	1	2	Checklist
	1	1	Check for application fee
	1	-	CD with PDF files

Brad:

The enclosed final plat is submitted for review. Please let me know if you have any questions or need additional information. You can reach me at 614-428-7742 or jwhitacre@advancedcivildesign.com.

Sincerely,



James D. Whitacre, P.E.
jwhitacre@advancedcivildesign.com



Application for Final Plat Approval

Date: 6/21/2023

Name of Subdivision: Industrial Parkway Data Center Campus
Section/Phase: Block
Location: 8619 Industrial Parkway
Township: Jerome Military Survey: 5134 & 7058
Complete Parcel(s) Identification Number (PIN): 1500260040000

Has a Preliminary Plat been approved for this subdivision?: Yes [X] No Date: Aug, 2022

Name of Applicant: Amazon Data Services, Inc.
Address: 2001 8th Ave
City: Seattle State: WA Zip: 98121
Phone: 604-607-2322 Fax: Email: devaalve@amazon.com

Name of Owner of property to be subdivided: Amazon Data Services, Inc.
Address: 2001 8th Ave
City: Seattle State: WA Zip: 98121
Phone: 604-607-2322 Fax: Email: devaalve@amazon.com

Name of Applicant's Surveyor or Engineer: Advanced Civil Design, Inc.
Address: 781 Science Blvd, Suite 100
City: Gahanna State: OH Zip: 43230
Phone: 614-428-7742 Fax: 614-428-7755 Email: jwhitacre@advancedcivildesign.com

Proposed Acreage to be Subdivided: 99.99

Current Zoning Classification: Comercial

Proposed Zoning Changes: None

Proposed Land Use: Data Center Campus

Development Characteristics

Acreage w/in Approved Preliminary Plat: 99.99 Acres

Acreage w/in Section and/or Block: 99.99 Acres

Number of APPROVED lots from Preliminary Plat 2



Number of Lots **PROPOSED** w/in this Section: 2

Number of **APPROVED** units from Preliminary Plat: N/A

Number of Units **PROPOSED** w/in this Section: N/A

Typical Lot Width: N/A Feet Typical Lot Area: N/A

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

Acreage to be devoted to recreation, parks or open space: 0

Recreation facilities to be provided: 0

Approved method of Supplying Water Service: City of Marysville

Approved method of Sanitary Waste Disposal: City of Marysville

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? None

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

If no to the above question, please submit a Performance Bond in accordance with the following:
Has estimated construction cost been submitted by the responsible design engineer? _____
Has estimated construction cost been approved by the County Engineer? _____
Bond has been submitted to County Engineer? _____
Bond approved by County Commissioners? _____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Final Plat Review Checklist

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



Logan-Union-Champaign regional planning commission

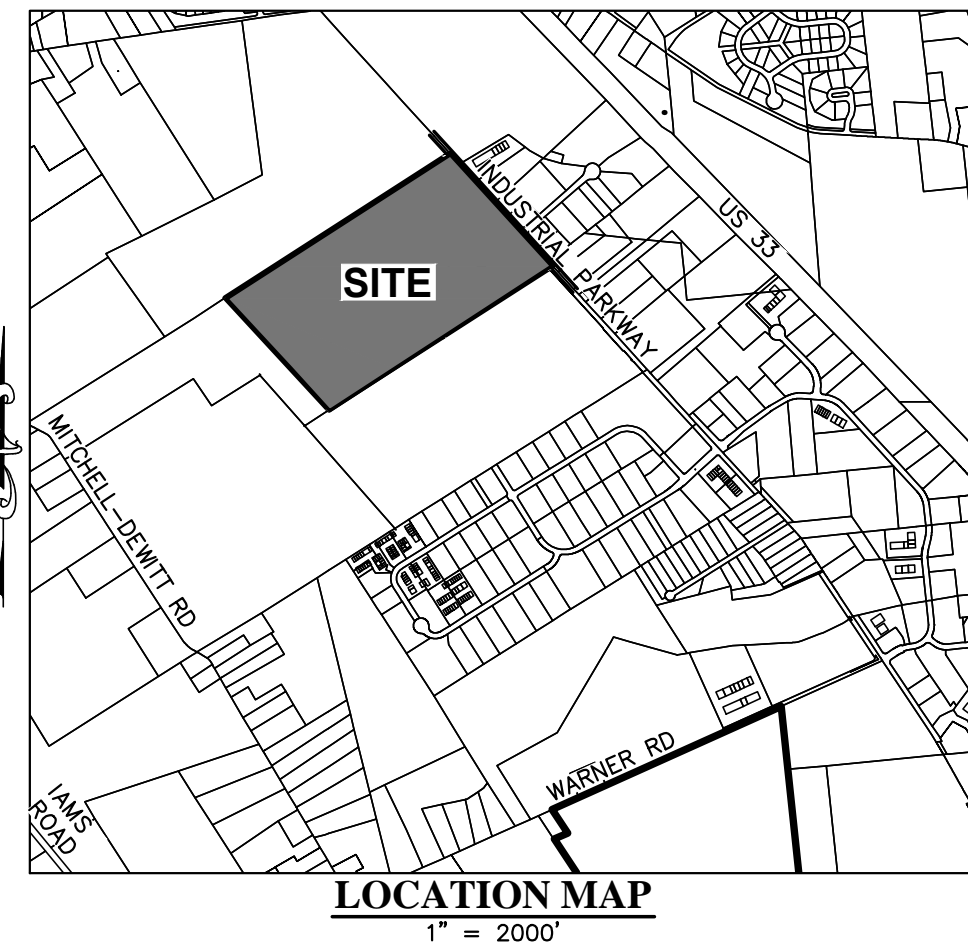
Director: Bradley J. Bodenmiller

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

FINAL PLAT

INDUSTRIAL PARKWAY DATA CENTER CAMPUS

MILITARY SURVEY NOS. 7058, JEROME TOWNSHIP, UNION COUNTY, OHIO



Situated in the State of Ohio, County of Union, Township of Jerome, Survey No. 7058 of the Virginia Military District, containing 99.992 acres of land, more or less, said 99.992 acres being all of the land deeded to Amazon Data Services, Inc., a Delaware corporation in Instrument Number 202012310014782 being of record in the Recorder's Office, Union County, Ohio.

Know all men by these presents that, Amazon Data Services, a Delaware Corporation, by _____, its _____, owner of the land indicated on the accompanying plat have authorized the platting thereof and do hereby dedicate all or parts of Warner Road shown hereon and not heretofore dedicated to the public use forever, and does hereby certify that this plat correctly represents its INDUSTRIAL PARKWAY DATA CENTER CAMPUS, a subdivision containing Lots Numbered 1 to 2, inclusive, does hereby accept this plat of the same.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. No permanent structures, plantings, etc. shall be permitted in the easement areas.

We the undersigned owners of the within platted land, do hereby grant unto City of Marysville, and their successors and assigns (Hereinafter referred to as grantees) A permanent utility easement under, over, and through the lands owned by the grantor shown hereon as depicted hereon as "Sanitary and Water Easement" to construct, place, operate, maintain, repair, reconstruct or relocate sanitary sewer and waterlines upon, within, and across said easement premises. No permanent structures shall be permitted in the utility easement areas.

In Witness, Whereof, _____ of Amazon Data Services, a Delaware corporation, has hereunto set their hand this _____ day of _____, 2023.

Amazon Data Services, Inc.,
a Delaware corporation

Witness _____ By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____ ss:

Before me, a Notary Public in and for said State, personally appeared _____ of Amazon Data Services, Inc., a Delaware corporation, who acknowledged the signing of the foregoing instrument to be their free and voluntary act and deed and the free and voluntary act and deed of Amazon Data Services, a Delaware corporation, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2023.

My Commission expires _____

Notary Public, State of _____

Parent Parcel No:	Development Data:
15-0022039.0000, 15-0026004.1000, 15-0026004.0000	Site Zoning District: COM
Parent Map No.:	Lots: 2 Lots
136-00-00-057.000, 136-00-00-058.001, 136-00-00-058.000	Minimum Lot Area: 0.75 acres
	Front Yard Setback (Industrial Parkway): 60'
	Side Yard Setback: 40' when adjacent to 5 acre or less residential lot 20' for all other lots
	Rear Yard Setback: 60' when adjacent to 5 acre or less residential lot 30' for all other lots

Reviewed this _____ day of _____, 2023

Chairman, Jerome Township Trustees

Approved this _____ day of _____, 2023.

Union County Engineer

Approved this _____ day of _____, 2023.

Union County Health Department

Approved this _____ day of _____, 2023.

Logan-Union-Champaign
Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this _____ day of _____, 2023 for the County of Union, State of Ohio.

Approved this _____ day of _____, 2023:

Union County Commissioner

Union County Commissioner

Union County Commissioner

Transferred this _____ day of _____, 2023

Auditor, Union County, Ohio

Filed for record this _____ day of _____, 2023 at _____ .M.

Recorded this _____ day of _____, 2022

Plat Cabinet _____, Slides _____

Recorder, Union County, Ohio

SUBDIVIDER INFORMATION:

Amazon Data Services, Inc.
410 Terry Avenue North
Seattle, WA 98109

SURVEY DATA:

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System per NAD83 CORS96.

SOURCE OF DATA: The sources of recorded survey data are the records of Union County, Ohio.

IRON PINS SET, where indicated, are iron pipes, 3/4" diameter, 30" long with a plastic cap placed in the top bearing the inscription **ADVANCED 7661**.

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- ⊙ = Permanent Marker Set
- ⊗ = PK Nail Set
- ✱ = PK Nail Found
- = Iron Rod Found
- ⦿ = Iron Pipe Found
- Ⓜ = Mon. Box Found
- Ⓜ = Mon. Found

The accompanying plat represents a subdivision of land in Survey No. 7074 of the Virginia Military District, Township of Jerome, Union County, Ohio. The tract has an area of 2.190 acres in streets and 97.802 acres in lots, making a total of 99.992 acres.

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Monumentation, to be set, will be set when the subdivision is completed and prior to the sale of its lots.

We further certify that this plat is a correct representation of Industrial Parkway Data Center Campus as surveyed in April 2022.

By _____ Date _____
Douglas R. Hock

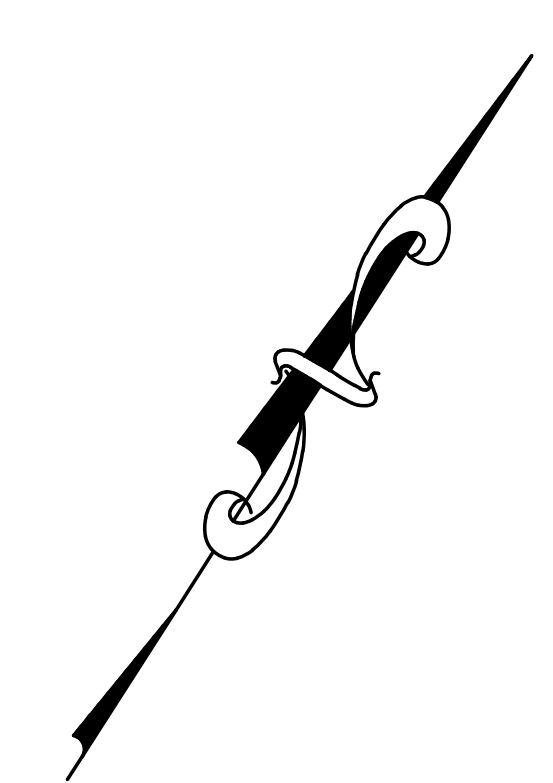
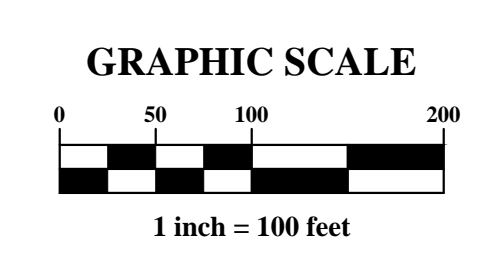
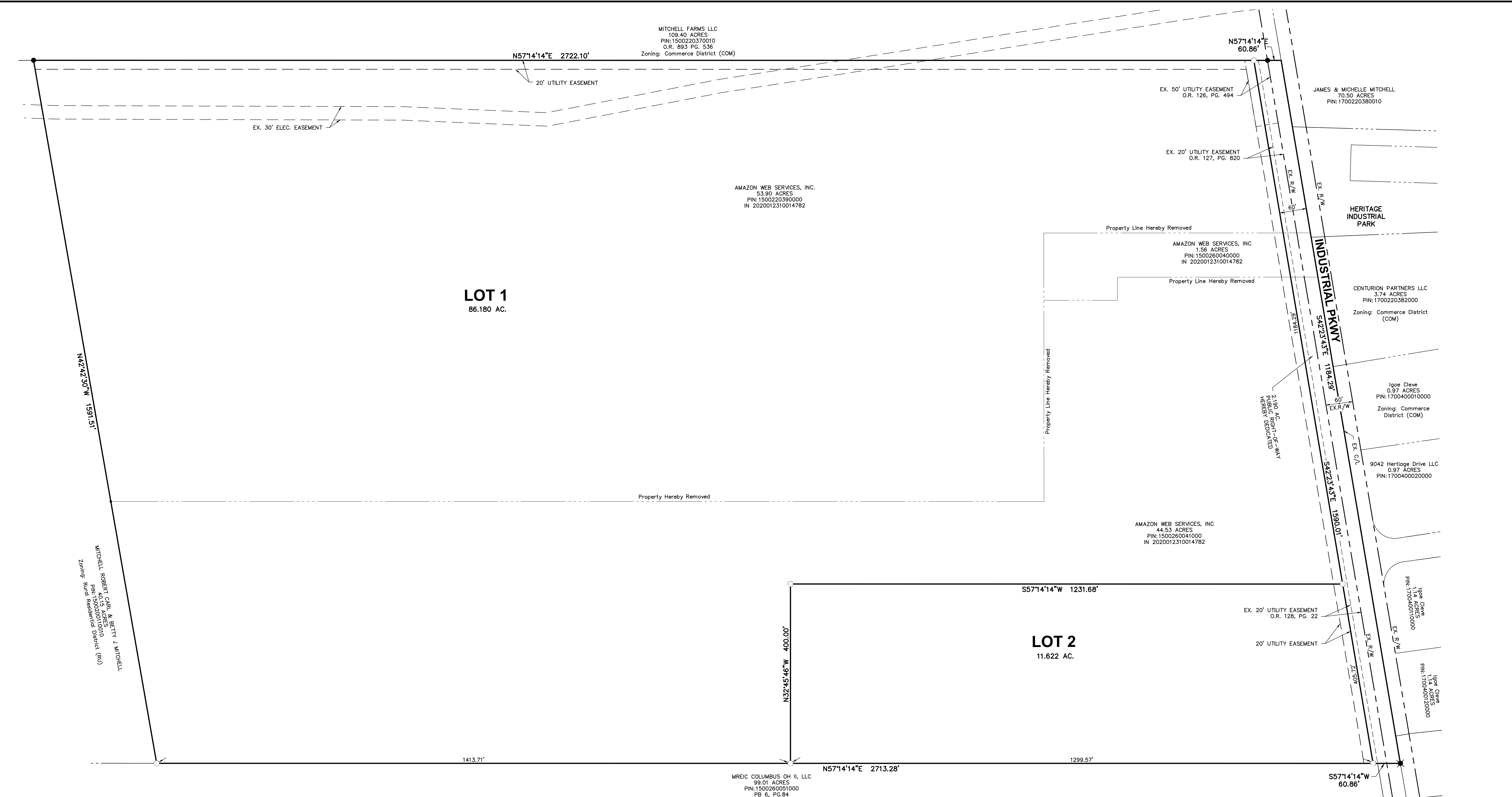
ZONING NOTE:

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



G:\22-0035-168\DWG\Production Drawings\SURVEY\0035-168_FINAL_PLAT.dwg FP1 Jun 21, 2023 4:28:48pm jwhiteore

G:\22-0035-168\DWG\Production Drawings\SURVEY\0035-168_FINAL_PLAT.dwg FP2 Jun 21, 2023 - 4:27:26pm jmltore




Note A: By graphic plotting only this property is located in Zone X (Areas determined to be outside of the 0.2% annual chance floodplain.) by the Federal Emergency Management Agency on Flood Insurance Rate Map, Community Panel No. 39149C0166D, with an effective date of 4/2/2015, in Union County, Ohio. No field surveying was performed to determine this zone.

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System per NAD83 CORS96.

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781 Science Blvd, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

SCALE: 1" = 100'
DATE: June 20, 2023

SHEET 2 / 2

Brad Bodenmiller

From: Chris Clapsaddle <cclapsaddle@unioncountyohio.gov>
Sent: Wednesday, July 12, 2023 2:20 PM
To: Doug Hock; Brad Bodenmiller
Cc: Luke Sutton
Subject: Industrial Parkway Data Center Campus- Map Room Review
Attachments: Industrial Pkwy Data Center Campus Mark Ups 1st 7_12_23 pg1.pdf; Industrial Pkwy Data Center Campus Mark Ups 1st 7-12-23 pg2.pdf

Results of review

Sheet 1 In situate heading add Virginia to Military Survey
 In situate heading add VMS 5134
 Bottom left change VMS survey numbers to 7058 & 5134
 In signatures at the bottom right- date change and Plat Book ____, Page ____ and Slide ____

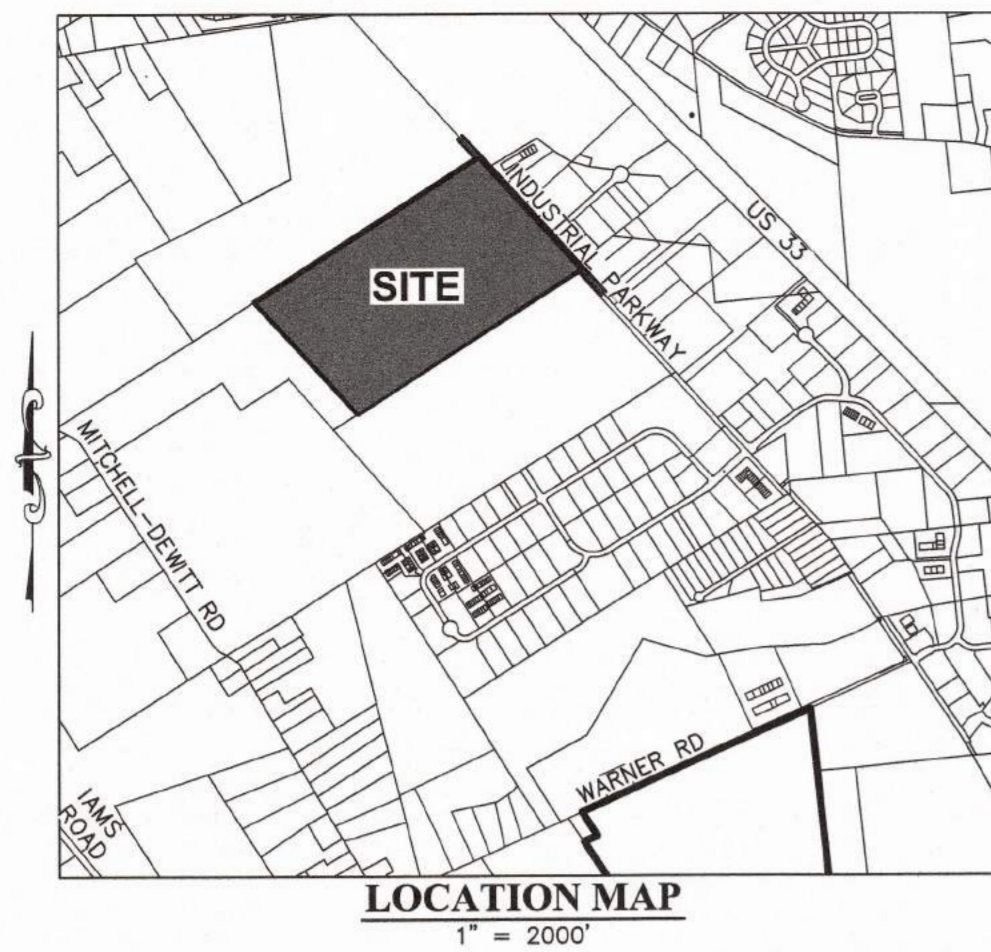
Sheet 2 Add approximated VMS line through drawing
 FEMA map number change to 39159C0390D dated 12/16/08
 See notes on scan of Sheet 2 for specific details on adjoining owners and labels

Chris Clapsaddle
Mapping Manager
Union County Engineer
233 West Sixth Street
Marysville, OH 43040
Ph: (937) 645-3121
cclapsaddle@unioncountyohio.gov



FINAL PLAT INDUSTRIAL PARKWAY DATA CENTER CAMPUS

MILITARY SURVEY NO. 7058, JEROME TOWNSHIP, UNION COUNTY, OHIO



VIRGINIA →
AND 5134
EITHER ONE

Situated in the State of Ohio, County of Union, Township of Jerome, Survey No. 7058 of the Virginia Military District containing 99.992 acres of land, more or less, said 99.992 acres being all of the land deeded to Amazon Data Services, Inc., a Delaware corporation in Instrument Number 202012310014782 being of record in the Recorder's Office, Union County, Ohio.

Know all men by these presents that, Amazon Data Services, a Delaware Corporation, by _____ its _____ owner of the land indicated on the accompanying plat have authorized the platting thereof and do hereby dedicate all or parts of Warner Road shown hereon and not heretofore dedicated to the public use forever, and does hereby certify that this plat correctly represents its INDUSTRIAL PARKWAY DATA CENTER CAMPUS, a subdivision containing Lots Numbered 1 to 2, inclusive, does hereby accept this plat of the same.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. No permanent structures, plantings, etc. shall be permitted in the easement areas.

We the undersigned owners of the within platted land, do hereby grant unto City of Marysville, and their successors and assigns (Hereinafter referred to as grantees) A permanent utility easement under, over, and through the lands owned by the grantor shown hereon as depicted hereon as "Sanitary and Water Easement" to construct, place, operate, maintain, repair, reconstruct or relocate sanitary sewer and waterlines upon, within, and across said easement premises. No permanent structures shall be permitted in the utility easement areas.

In Witness, Whereof, _____ of Amazon Data Services, a Delaware corporation, has hereunto set their hand this _____ day of _____, 2023.

Amazon Data Services, Inc.,
a Delaware corporation

Witness _____ By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____ ss:

Before me, a Notary Public in and for said State, personally appeared _____ of Amazon Data Services, Inc., a Delaware corporation, who acknowledged the signing of the foregoing instrument to be their free and voluntary act and deed and the free and voluntary act and deed of Amazon Data Services, a Delaware corporation, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2023.

My Commission expires _____

Notary Public, State of _____

Parent Parcel No.: 15-0022039.0000, 15-0026004.1000, 15-0026004.0000
Parent Map No.: 136-00-00-057.000, 136-00-00-058.001, 136-00-00-058.000

Development Data:
Site Zoning District: COM
lots: 2 Lots
Minimum Lot Area: 0.75 acres
Front Yard Setback (Industrial Parkway): 60'
Side Yard Setback: 40' when adjacent to 5 acre or less residential lot
20' for all other lots
Rear Yard Setback: 60' when adjacent to 5 acre or less residential lot
30' for all other lots

SUBDIVIDER INFORMATION:

Amazon Data Services, Inc.
410 Terry Avenue North
Seattle, WA 98109

SURVEY DATA:

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SOURCE OF DATA: The sources of recorded survey data are the records of Union County, Ohio.

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We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Monumentation, to be set, will be set when the subdivision is completed and prior to the sale of its lots.

We further certify that this plat is a correct representation of Industrial Parkway Data Center Campus as surveyed in April 2022.

By _____ Date _____
Douglas R. Hock

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

Approved this _____ day of _____, 2023.
Union County Engineer

Approved this _____ day of _____, 2023.
Union County Health Department

Approved this _____ day of _____, 2023.
Logan-Union-Champaign
Regional Planning Commission

Rights-of-way for public streets and roads herein dedicated to public use are hereby approved this _____ day of _____, 2023 for the County of Union, State of Ohio.

Approved this _____ day of _____, 2023:

Union County Commissioner

Union County Commissioner

Union County Commissioner

Transferred this _____ day of _____, 2023

Auditor, Union County, Ohio

Filed for record this _____ day of _____, 2023 at _____ .M.

Recorded this _____ day of _____, 2023

Plat Book _____ Page _____
Cabinet _____ Slides _____
SLIDE _____

Recorder, Union County, Ohio

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

781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

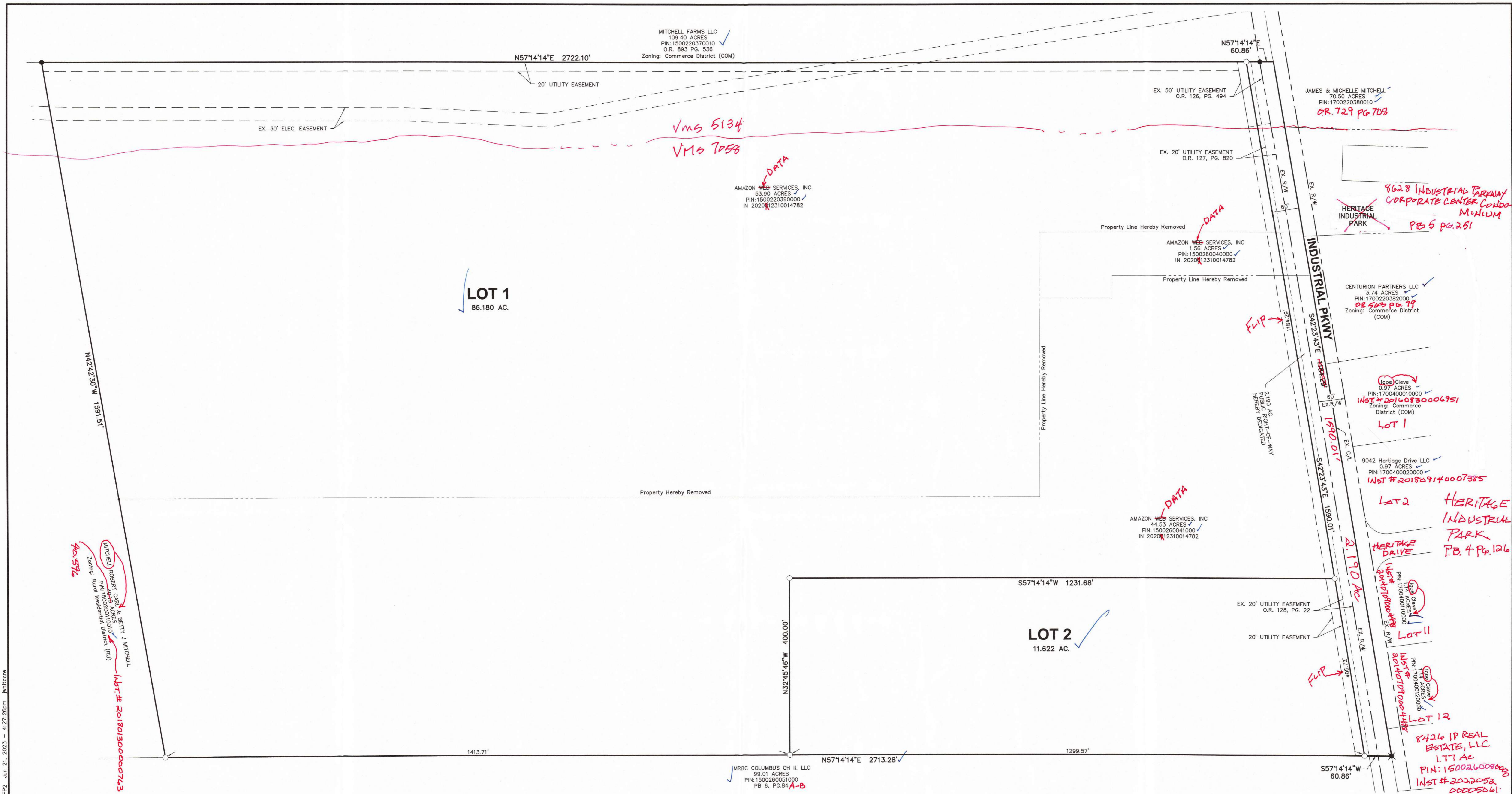
ENGINEERS SURVEYORS

SCALE: AS NOTED
DATE: June 20, 2023

SHEET 1 / 2

C:\22-0035-188\DWG\Production Drawings\SURVEY\0035-188_FINAL_PLAT.dwg FPI Jun 21, 2023 - 4:28:48pm whitore

C:\22-0035-188\DWG\Production Drawings\SURVEY\0035-188_FINAL_PLAT.dwg P2 Jun 21, 2023 4:27:28pm jwhibers



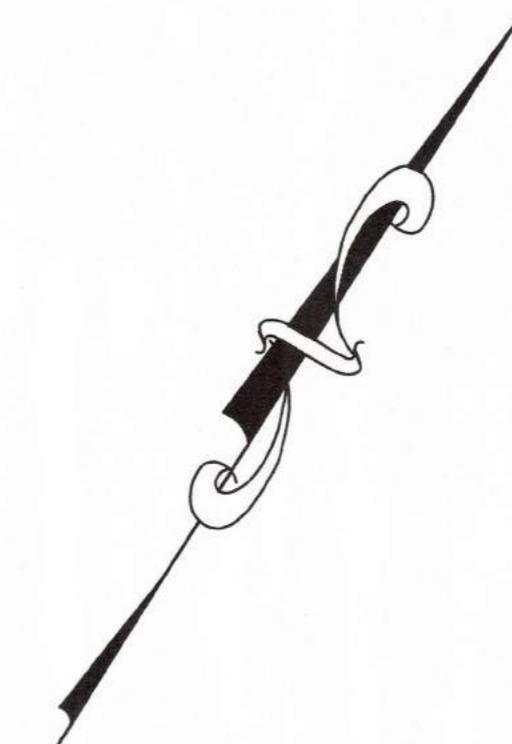
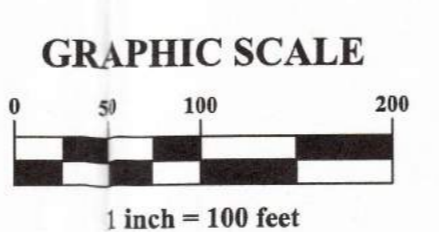
Note A: By graphic plotting only this property is located in Zone X (Areas determined to be outside of the 0.2% annual chance floodplain.) by the Federal Emergency Management Agency on Flood Insurance Rate Map, Community Panel No. 39149C0186B, with an effective date of 4/2/2015, in Union County, Ohio. No field surveying was performed to determine this zone.


BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System per NAD83 CORS96.

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ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

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Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 100'
DATE: June 20, 2023

SHEET 2 / 2

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, July 10, 2023 10:48 AM
To: Brad Bodenmiller
Subject: RE: Industrial Parkway Data Center Campus - Bond

Correct

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, July 10, 2023 10:47 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: RE: Industrial Parkway Data Center Campus - Bond

So, no bond is being required for this one. Just an infrastructure agreement?

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

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Monday, July 10, 2023 8:07 AM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Industrial Parkway Data Center Campus - Bond

We have an infrastructure agreement for this project that is not yet signed. I hope to have it signed this Wednesday at the commissioner's meeting, but I am waiting on Thayne's approval.

Thanks,

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



From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Monday, July 10, 2023 7:44 AM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Industrial Parkway Data Center Campus - Bond

Luke,

Can you confirm with the Union Co (U) Commissioners approved the bond for the **Industrial Parkway Data Center Campus – Final Plat?**

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: [\(937\) 666-3431](tel:9376663431) | www.lucplanning.com



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

Jerome Township Zoning Department

July 6, 2023

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

Re.: Industrial Parkway Data Center Campus – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Industrial Parkway Center Campus – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. The noted labeled “Zoning Note” on page 1 should be modified slightly to read as follows: At the time of platting, the land contained within the boundaries of this plat is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations.
2. The applicant should check the dates in the signature block on page 1 to ensure they have been updated to 2023.
3. A building setback should be indicated on page 2. The setback is 60ft from the proposed right-of-way line of Industrial Parkway and should be labeled “Building Setback”.

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

Sincerely,

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

Brad Bodenmiller

From: Eric Snowden <esnowden@jerometownship.com>
Sent: Monday, July 10, 2023 8:44 AM
To: Brad Bodenmiller
Subject: RE: Industrial Parkway Data Center Campus - Comments

Hi Brad,

The site is zoned Commerce District. The lot conforms to the regulations of the district as to lot width and lot area, and the setbacks indicated are those of the zoning district.

Warm regards,

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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Sunday, July 9, 2023 9:16 PM
To: Eric Snowden <esnowden@jerometownship.com>
Subject: Industrial Parkway Data Center Campus - Comments

Eric,

Good evening! I reviewed your **07-06-23** letter.

I did not see in your letter, where you confirmed whether (or not) the plat conforms with the Township's zoning. Can you confirm whether it is or is not?

An email reply is plenty fine for my purposes.

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

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, July 5, 2023 2:02 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - July LUC Executive Meeting

Brad,

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

Courtyards at Hyland Meadows (VN-13) - Preliminary Plat

1. Please provide and label a 20' Utility Easement flanking the right-of-way along the west side of Hyland-Croy Road and the south side of Blaney Road.
2. Please provide the following Utility Easement language:

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

Farm at Indian Run - Final Plat

1. Please provide and label a 10" Utility Easement flanking the right-of-way for the waterline along the east side of Whitetail Way

Jerome Park - Amended Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.
2. Please include the following revised easement language (as referenced in the emails dated 4/12/23 and 4/13/23 between the City of Marysville, EMH&T, and Homewood):

We the undersigned owners of the within platted land, do hereby grand unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) a permanent right-of-way and easement under, over and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines,

sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas, unless otherwise approved by the City of Marysville. Said easement rights shall include the right, without liability therefore to remove trees, landscaping and permanent structures, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment and maintain service cables, and pipelines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Homestead at Scott Farms, Phase 1B - Final Plat

1. Please provide/show 10' Utility Easement flanking the right-of-way along the west side of Glenfield Avenue through lots 3 and 4

Industrial Parkway Data Center Campus - Final Plat

1. No comments

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Monday, July 10, 2023 8:32 AM
To: Brad Bodenmiller
Cc: Kyle Hoyng (City of Marysville)
Subject: Re: Industrial Parkway Data Center Campus - Comments

Brad,

The plans show a 20' Utility Easement along the north property line. I had thought there was an existing easement along the south property line as part of the FedEx site, however I'm looking at those plans now and I'm not seeing it. So we will need to add the following comment: Please provide a 20' Utility Easement along the south property line.

Let me know if you have any questions.

Thanks for catching this!

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
(937) 645-7373 (office)



On Mon, Jul 10, 2023 at 12:07 AM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Chad,

During the Preliminary Plat approval, the City requested a 10' Utility Easement along the north and south property lines for future utility expansion. I don't see these easements. (The minimum would be 20'.)

Is this something you are no longer pursuing? The comments you emailed on 07-05-23 were "No comments."

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 2:00 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Industrial Parkway Data Center Campus - Final Plat

Union Soil & Water has no comments for **Industrial Parkway Data Center Campus – Final Plat**.

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



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

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, June 27, 2023 8:41 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Industrial Parkway Data Center Campus - Final Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **Industrial Parkway Data Center Campus – Final Plat**. Paper copies are being delivered/mailed.

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

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



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

Staff Analysis:	<p>This Amended Preliminary Plat involves 82.95 acres (<i>was 82.87 acres</i>) of land and proposes 45 lots distributed among five subareas.</p> <p>Subareas & Acreages</p> <ul style="list-style-type: none"> ○ Subarea A proposes an office park and totals 34.63 acres. ○ Subarea B proposes commercial and totals 4.57 acres. ○ Subarea C proposes attached residential (multi-family) and totals 15.61 acres. ○ Subarea D proposes detached single-family residential and totals 13.33 acres. ○ Subarea E proposes attached residential (multi-family) and totals 7.30 acres. ○ 7.51 acres in right of way (<i>was 7.43 acres</i>) ○ 17.29 acres in open spaces (distributed within subareas) <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ Public water line with private services (City of Marysville) ○ Public sanitary sewer (City of Marysville) <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was originally approved in May 2020. The first Amended Preliminary Plat was
-----------------	---



approved in November 2021. The second Amended Preliminary Plat was approved in April 2023. This is the third Amended Preliminary Plat.

- According to the **applicant's engineer**, roadway realignment (Rhodes Center Drive at US Hwy 42) occurred. Additional information is provided in a letter accompanying the application.

• **Union County Engineer's Office**

- In addition to its prior comment letters, the Union County **Engineer's Office submitted** additional comments. Although this letter is dated 11-04-21, it refers to the current iteration of the Plat received 06-27-23. **The Engineer's Office recommended approval** subject to modifications and recommendations addressed in the Construction Drawings or resolved as indicated. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. Various TIS and updates have been submitted for this development as well as adjacent properties impacted by the infrastructure to be constructed with this development. An infrastructure agreement will need to be entered into prior to approval of any Construction Drawings.
 2. There is a backage road shown on this Plat, that is outside of the right-of-way. Is this future road to remain private? If not, the proposed layout shown be shown on this Plat.

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

- In an email dated 06-29-23, the District advised it had no comments.

• **Union County Health Department**

- No comments received as of 07-05-23. Standard comments from the Health Department are below:
 1. **"All efforts should be made to provide a point of connection (via easements and/or services lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS)."**



	<ol style="list-style-type: none">2. “Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS. ” <ul style="list-style-type: none">•City of Marysville<ul style="list-style-type: none">○ The City of Marysville submitted comments in an email dated 11-03-21, additional comments in an email dated 04-05-23, and additional comments in an email dated 07-05-23. <u>Some</u> of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)1. Provide 20’ Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.2. The City provided Utility Easement language for utility easements. <i>Note from LUC staff:</i> This language included an accommodation for structures/plantings/etc. within the easement provided written permission is acquired from the City. The accommodation required a variance from the Subdivision Regulations, and the developer decided not to pursue this. Due to this, a modified version of this will be required at the time of the Final Plat.•Jerome Township<ul style="list-style-type: none">○ No comments received as of 07-05-23.•ODOT District 6<ul style="list-style-type: none">○ No comments received as of 07-05-23.• Union Rural Electric (URE)<ul style="list-style-type: none">○ URE submitted comments in a letter dated 07-06-23. <u>Some</u> of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)
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	<ol style="list-style-type: none">1. URE/AES territorial split required.2. URE listed specific locations where easements are needed, and URE provided the minimum width requirements for its easements.3. Generally, URE requires 20' easements along front or rear lot lines. Said easements may be 10' if adjacent to another 10' utility easement. <ul style="list-style-type: none">• AES Ohio (formerly DP&L)<ul style="list-style-type: none">◦ No comments received as of 07-05-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Subarea A-1 Lot: Lots are required to have frontage along an approved street or road. If these are not to be combined, indicate existing access to the street (§313, 15; pp. 35).2. Sheet 1: Provide phone numbers for all owners (§313, 3.).3. There is a multi-family development shown in Subarea C. Reiterating comments from prior LUC approvals, if the Final Plat shows private ways or general access easements, these will require an Amended Preliminary Plat + variances for reduced right-of-way width (§406) and dead end streets (§408, 3.). As depicted, showing only drainage/utility access easement and/or utility easement, this is a non-issue.4. Per the variances issued, LUC staff is OK with Southwick Drive (only) being displayed on the Final Plat as shown Access/Utility Esmt or as Southwick Dr (Private/Utility Esmt).5. Sheet 1: The variance box will need updated to reflect effective variances.6. Sheet 4: Please contact Soil & Water Conservation District regarding drainage easements on lots 22-36 to discuss widths required.7. Easements for water and sewer must be a minimum for 20' and 10' for other utilities (§313, 12.; §414).8. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).9. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is
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Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	<p>required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).</p> <p>10. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).</p>
Staff Recommendations:	Staff recommends <i>APPROVAL WITH CONDITIONS</i> of Jerome Park – Amended Preliminary Plat with the <i>conditions</i> that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulations requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat <i>prior</i> to submittal.
Z&S Committee Recommendations:	



Preliminary Plat Review Checklist

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



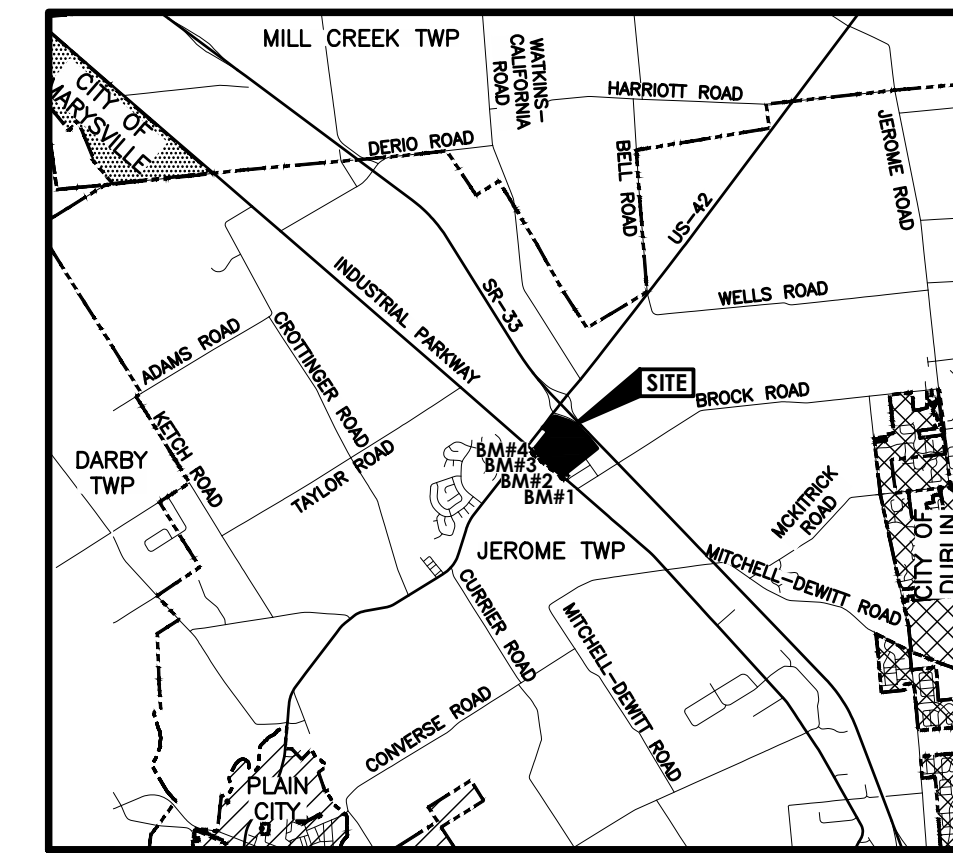
18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.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

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

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
June 22, 2023

JEROME TOWNSHIP, UNION COUNTY, OHIO PRELIMINARY PLAT FOR **JEROME PARK** VIRGINIA MILITARY SURVEY - 9736



LOCATION MAP
Scale: 1" = 8,000'

SHEET INDEX

Title Sheet.....	1
Typical Sections & Details.....	2
Existing Conditions Plan.....	3
Preliminary Plat.....	4-5
Grading Plan.....	6-9
Roadway Profile - Rhodes Center Drive.....	10
Roadway Profile - Foraker Drive.....	11
Composite Utility Plan.....	12
Post Development Stormwater Tributary Map.....	13
Erosion & Sediment Control Plan.....	14

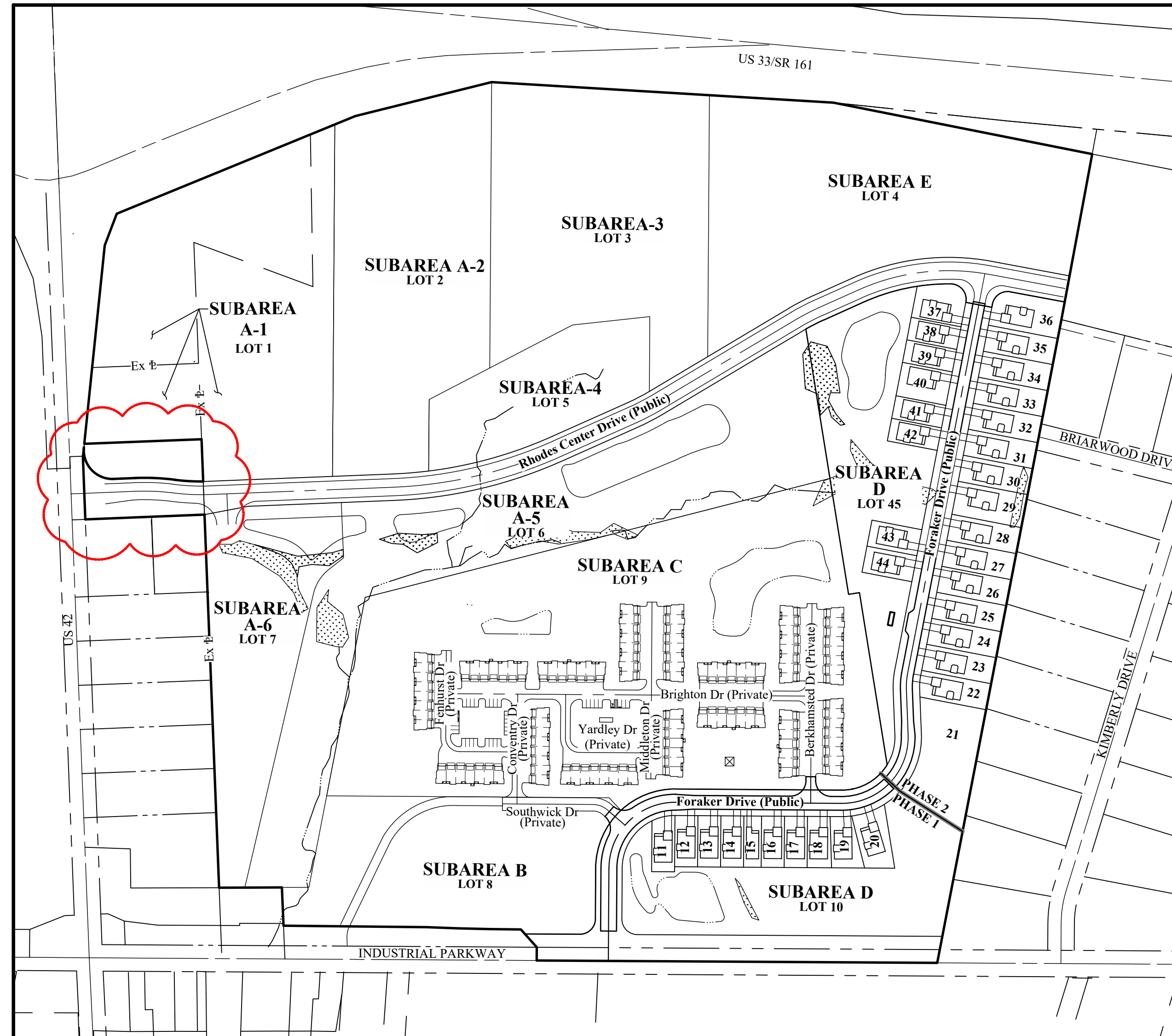
ENGINEER
EMHT Inc.
Patricia A. Brown, PE
5500 New Albany Road
Columbus, Ohio 43054
Tel: (614) 775-4500
Fax: (614) 775-4804
Email: pbrown@emht.com

SURVEYOR
EMHT Inc.
Heather L. King, PS
5500 New Albany Road
Columbus, Ohio 43054
Tel: (614) 775-4500
Fax: (614) 775-4804
Email: hking@emht.com

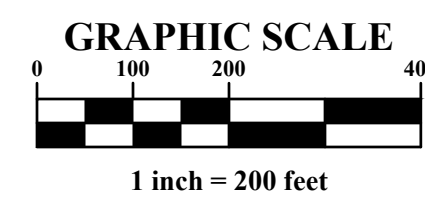
DEVELOPER/OWNER
Homewood Corporation
Bill Moorhead
2700 Dublin-Granville Road, Suite 300
Columbus, Ohio 43231
Tel: (614) 898-7200
Fax: (614) 898-7210
Email: bill@trinity-homes.com

OWNER
Ohio Health Corporation
10220 US 42
Marysville, Ohio 43040

OWNER
Casto
Jason Freeman
250 Civic Center, Suite 500
Columbus, Ohio 43215



INDEX MAP
Scale: 1" = 200'



VARIANCES

1. To Section 406, Allow 50.5' wide access easement/private right-of-way width instead of a 60' wide right-of-way for the private internal road, Southwick Drive - Approved 11/10/21
2. To Section 408.3, Allow a temporary dead end for Southwick Drive - Approved 11/10/21
3. To Section 323.7, Allow for signage columns and landscape plantings to be permitted within the easements only in the areas related to the proposed development signage locations.

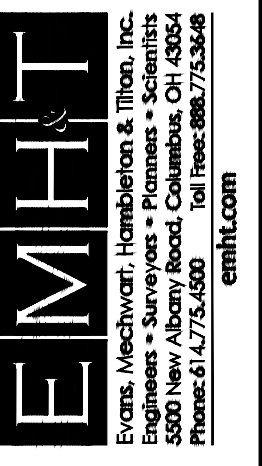
FEMA NOTE:

The development is located in Flood Hazard Zone X (outside 500-Yr floodplain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map numbers 39159C0388D and 39159C0390D issued on 12/16/2008.

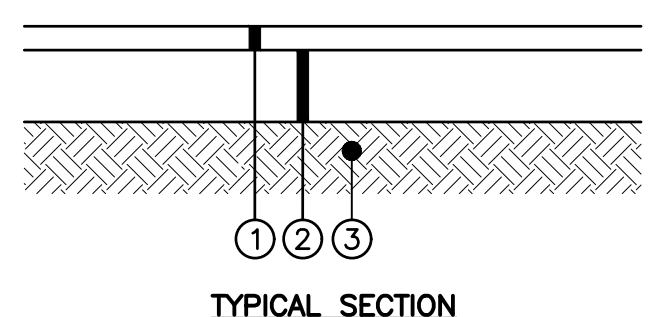
MARK	DATE	DESCRIPTION

Homewood
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JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT
FOR
JEROME PARK
TITLE SHEET

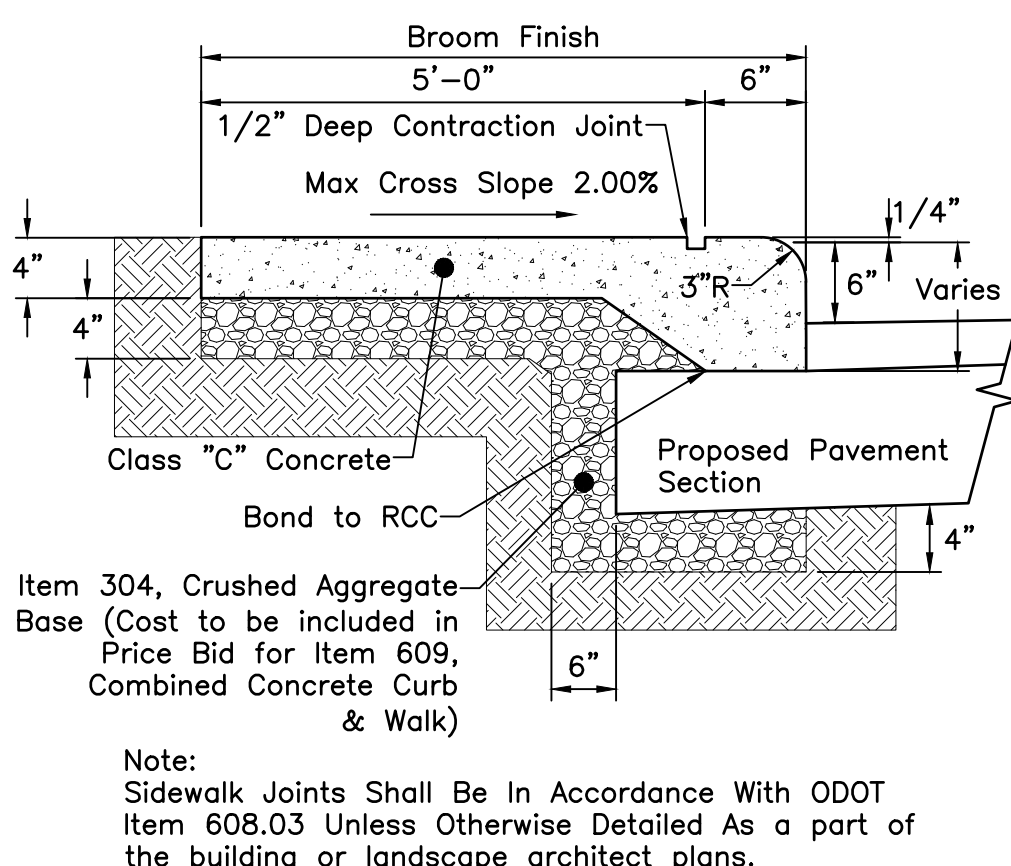
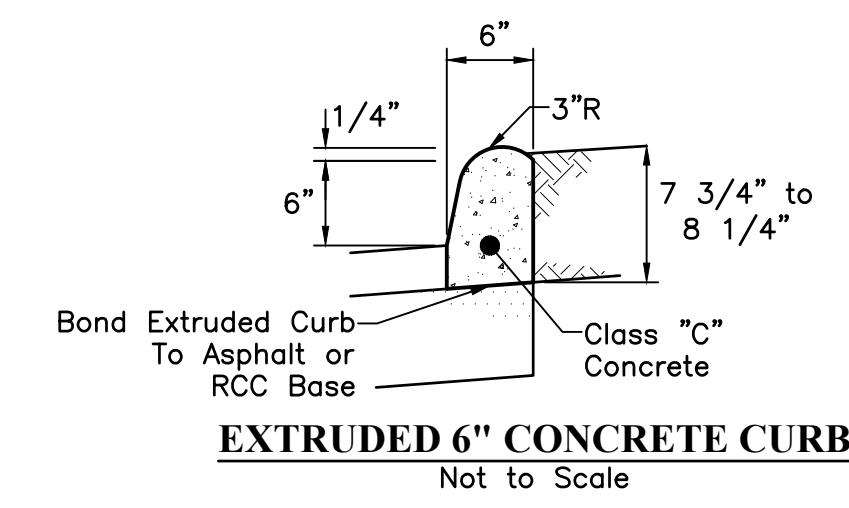
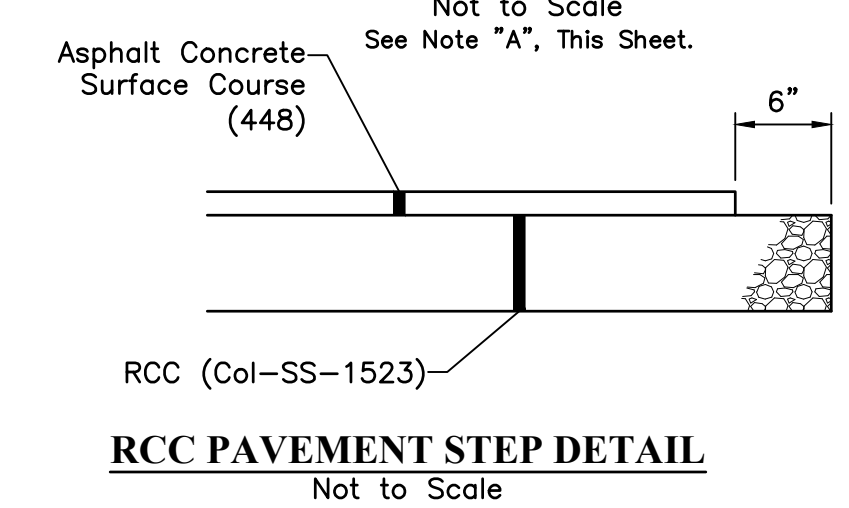


DATE	June 22, 2023
SCALE	1" = 100'
JOB NO.	20200319
SHEET	1/14

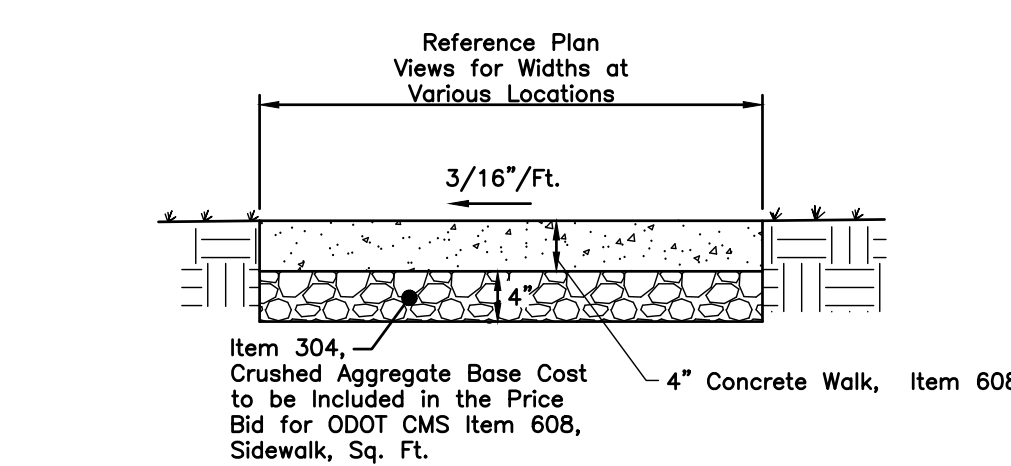


- ① Item 448, 1-1/2" Asphalt Concrete, Surface Course (Heavy Traffic, PG 64-22)
- ② Item 307, 6" Roller Compacted Concrete (RCC) Base.
- ③ Item 204, Subgrade Compaction

TYPICAL STANDARD DUTY PAVEMENT SECTION (PRIVATE ROADWAYS/PARKING)



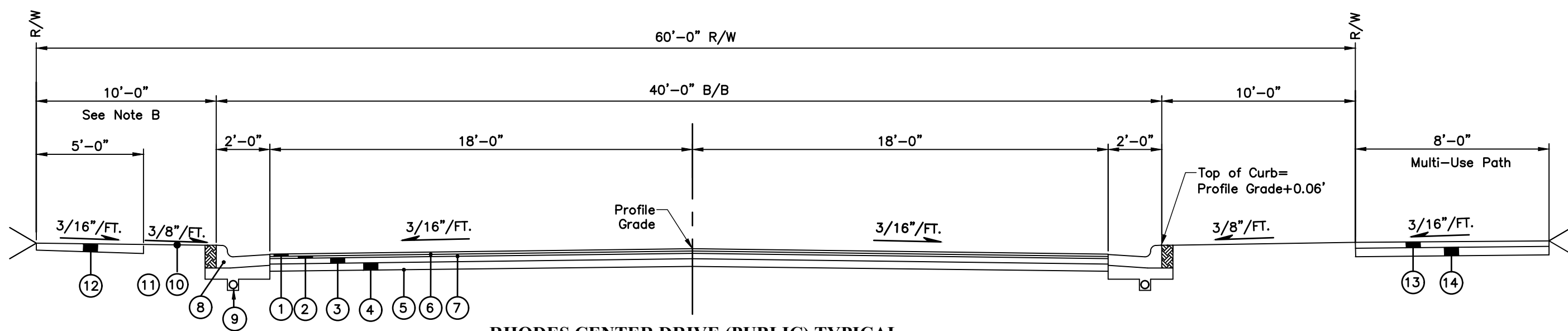
STANDARD COMBINED CURB AND SIDEWALK-ALTERNATE



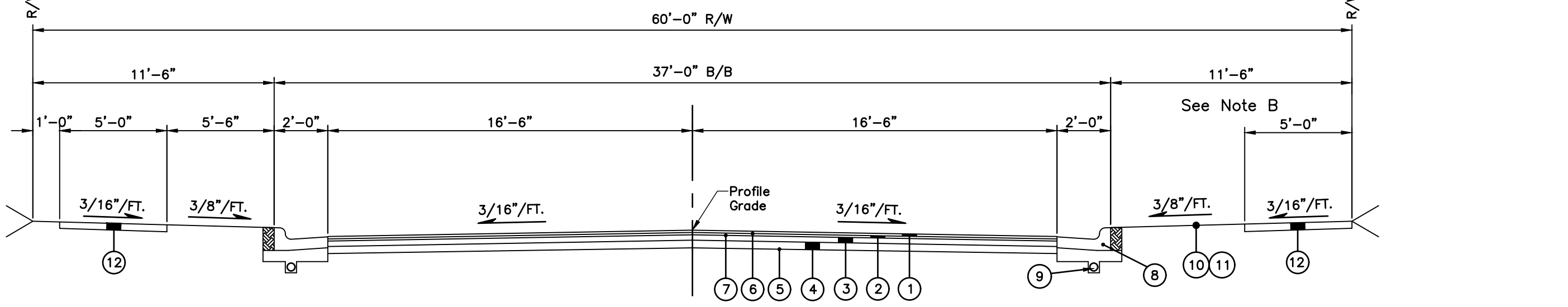
NOTE: Sidewalk Joints (Price shall be included w/Item 608) Shall be in Accordance With ODOT CMS Item 608.03 Unless Otherwise Detailed as a part of the Architectural Plans.

TYPICAL SIDEWALK SECTION

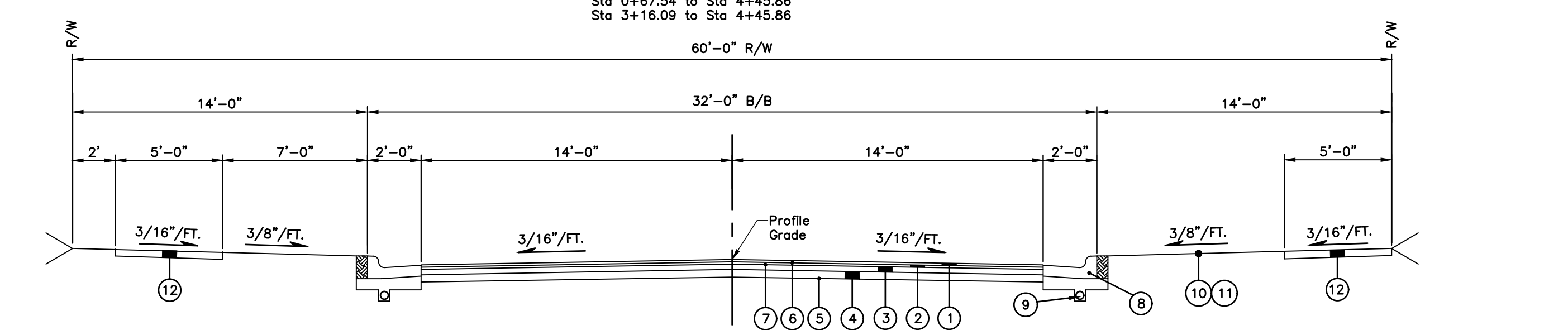
NOTE A:
Pavement Composition Is Typical of Similar Projects. A Pavement Specific Laboratory Assessment Was Not Performed For The Site. Contractor Shall Verify Final Design with Owner or Site Soil Engineer.



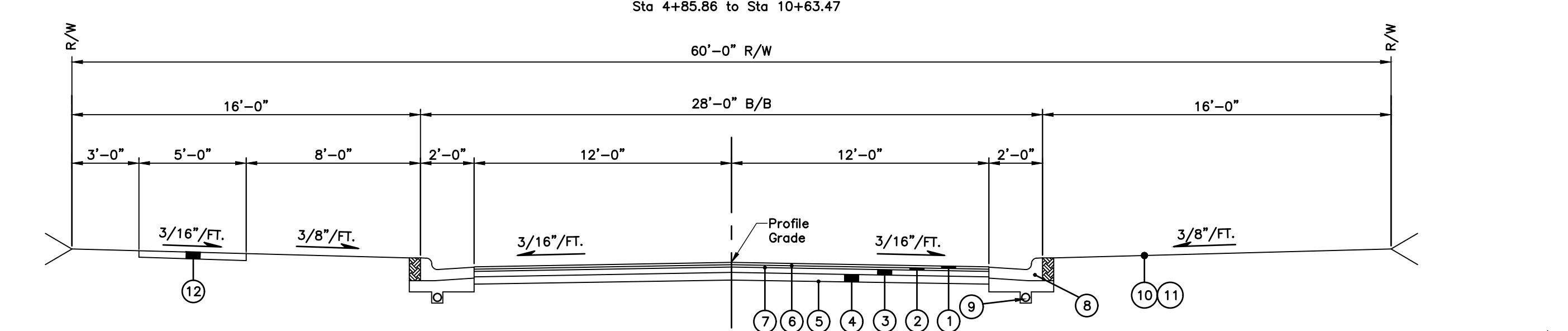
RHODES CENTER DRIVE (PUBLIC) TYPICAL 40' B/B SECTION 60' R/W



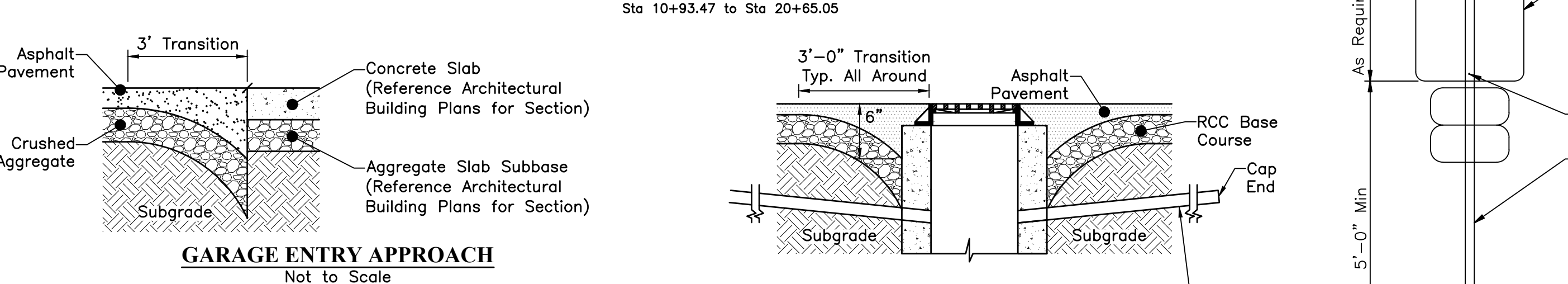
FORAKER DRIVE (PUBLIC) TYPICAL 37' B/B SECTION 60' R/W



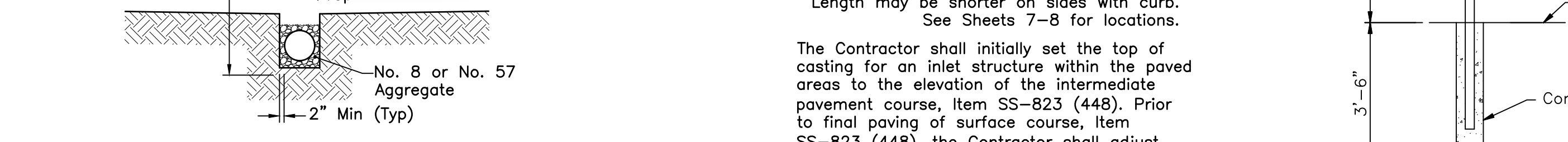
FORAKER DRIVE (PUBLIC) TYPICAL 32' B/B SECTION 60' R/W



FORAKER DRIVE (PUBLIC) TYPICAL 28' B/B SECTION 60' R/W



GARAGE ENTRY APPROACH



TYPICAL SECTION FOR STRUCTURES WITHIN PAVEMENT

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

TYPICAL 4" UNDERDRAIN DETAIL AT CATCH BASINS

- PAVEMENT LEGEND**
- ① ITEM 441 - 1-1/4" ASPHALT CONCRETE SURFACE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
 - ② ITEM 441 - 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, HEAVY TRAFFIC, TYPE 1 (448) PG 64-22
 - ③ ITEM 301 - 6" BITUMINOUS AGGREGATE BASE
 - ④ ITEM 304 - 4" CRUSHED AGGREGATE BASE
 - ⑤ ITEM 204 - SUBGRADE COMPACTION
 - ⑥ ITEM 407 - TACK COAT FOR INTERMEDIATE COURSE (0.1 GAL/SY)
 - ⑦ ITEM 407 - NON-TRACKING TACK COAT (0.085 GAL/SY)
 - ⑧ ITEM 609 - COMBINATION CURB AND GUTTER (PER UNION COUNTY STD DWG 07)
 - ⑨ ITEM 605 - 4" PIPE UNDERDRAIN
 - ⑩ ITEM 659 - SEEDING AND MULCHING
 - ⑪ ITEM 653 - 3" TOPSOIL
 - ⑫ ITEM 608 - 4" CONCRETE WALK
 - ⑬ ITEM 441 - 3" ASPHALT CONCRETE SURFACE COURSE, TYPW 1, PG 64-22 (ONE 3" LIFT)
 - ⑭ ITEM 304 - 6" AGGREGATE BASE

ADA NOTES:

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

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

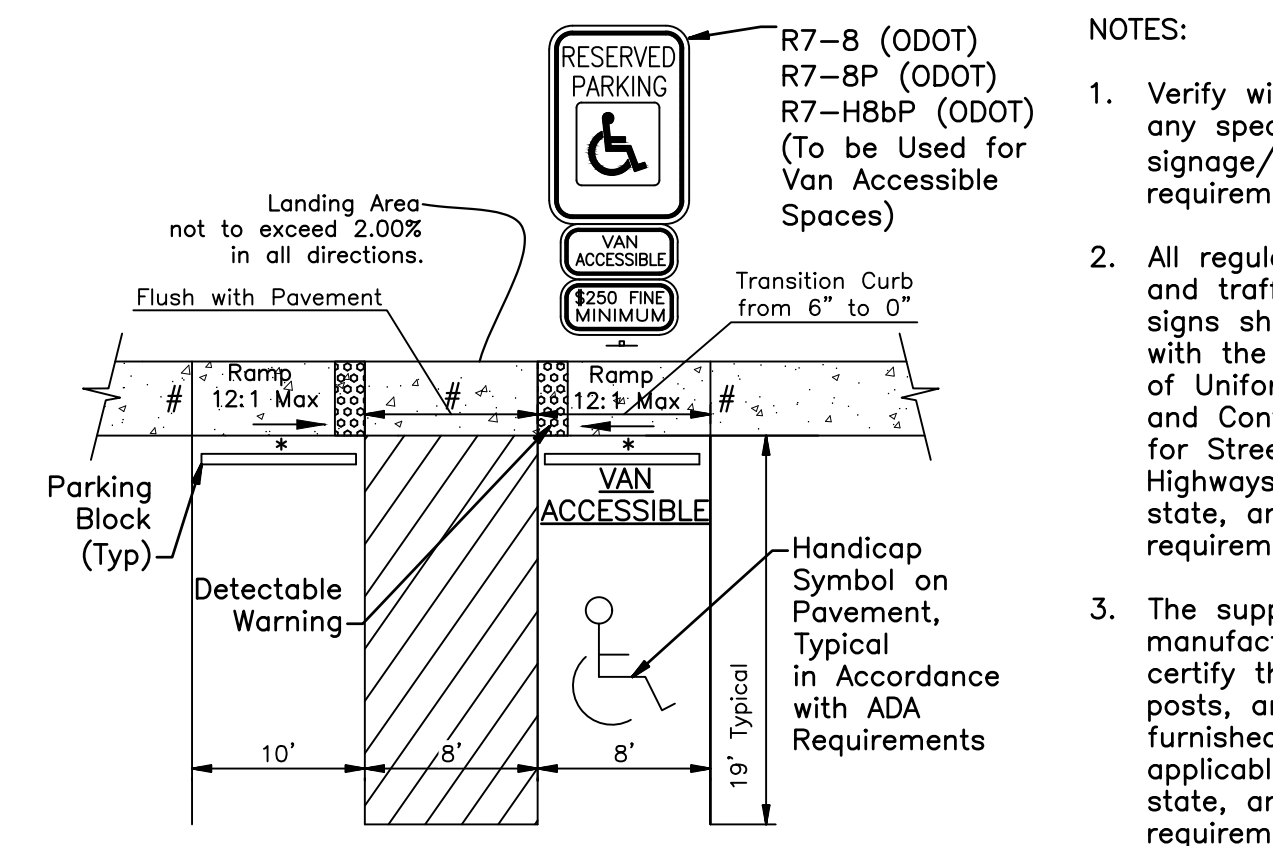
Contractor shall verify building footprint with building plans prior to construction and ensure all curb ramps & accessible sidewalks are fully compliant with ADA regulations.

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

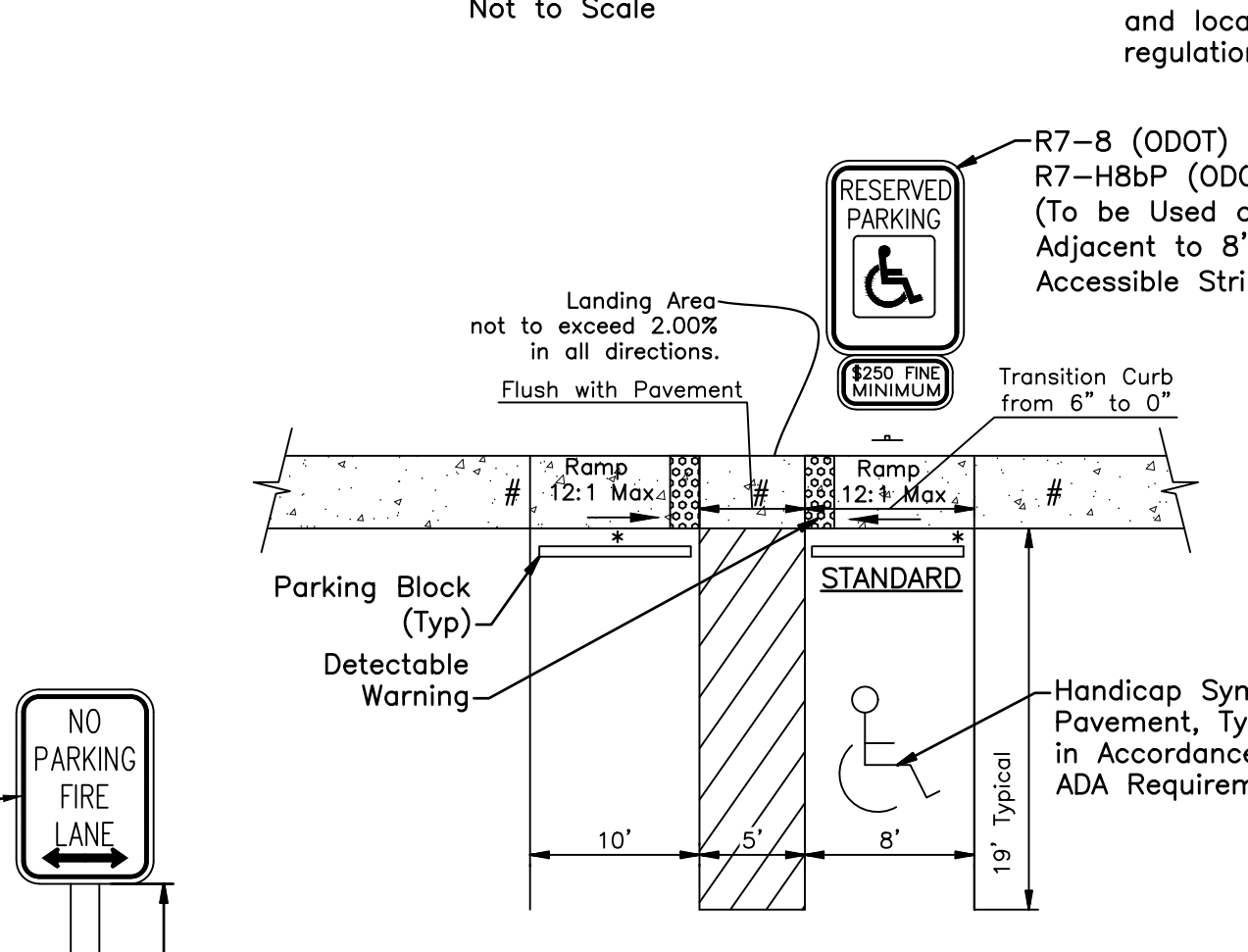
Ramps shall not exceed 12:1 maximum longitudinal slope. Detectable warning shall be installed as per ODOT specification 712.14.

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

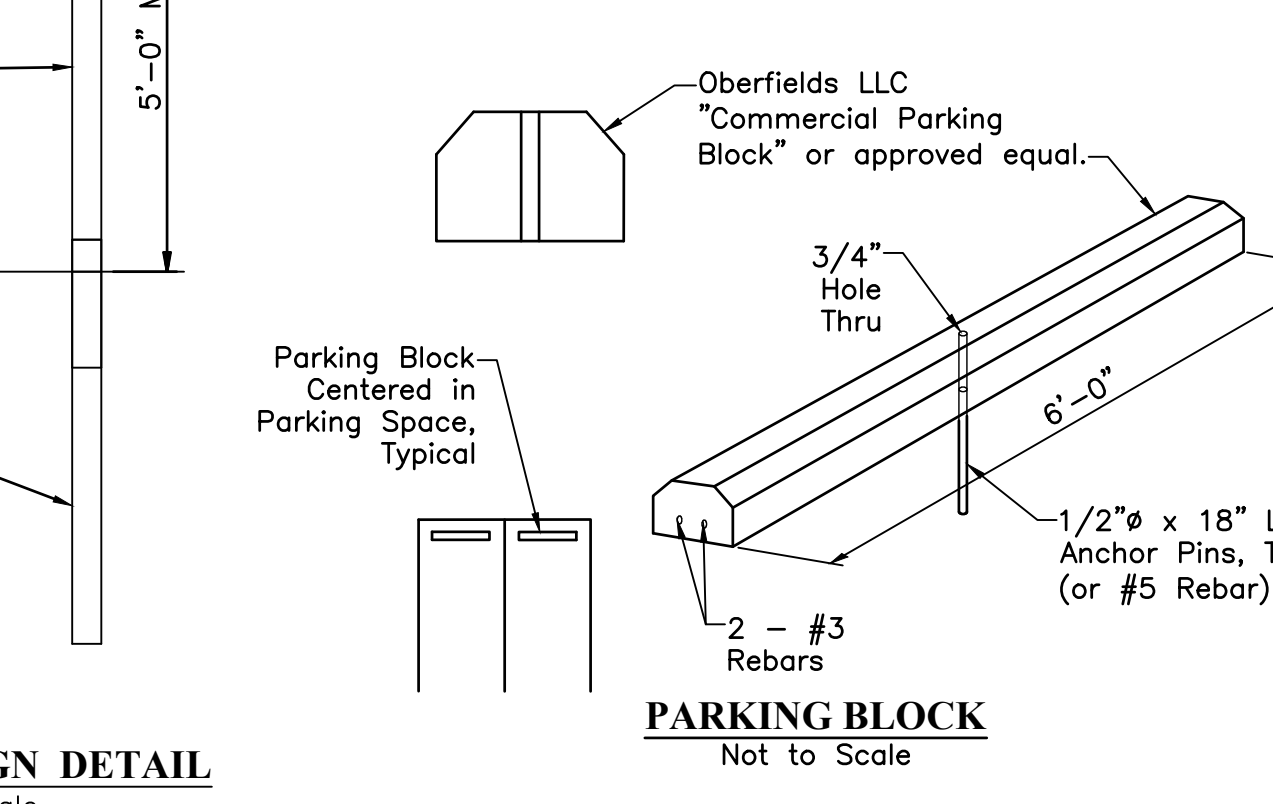
Landing areas at top and bottom of proposed curb ramps shall have a 2.0% maximum slope in all directions.



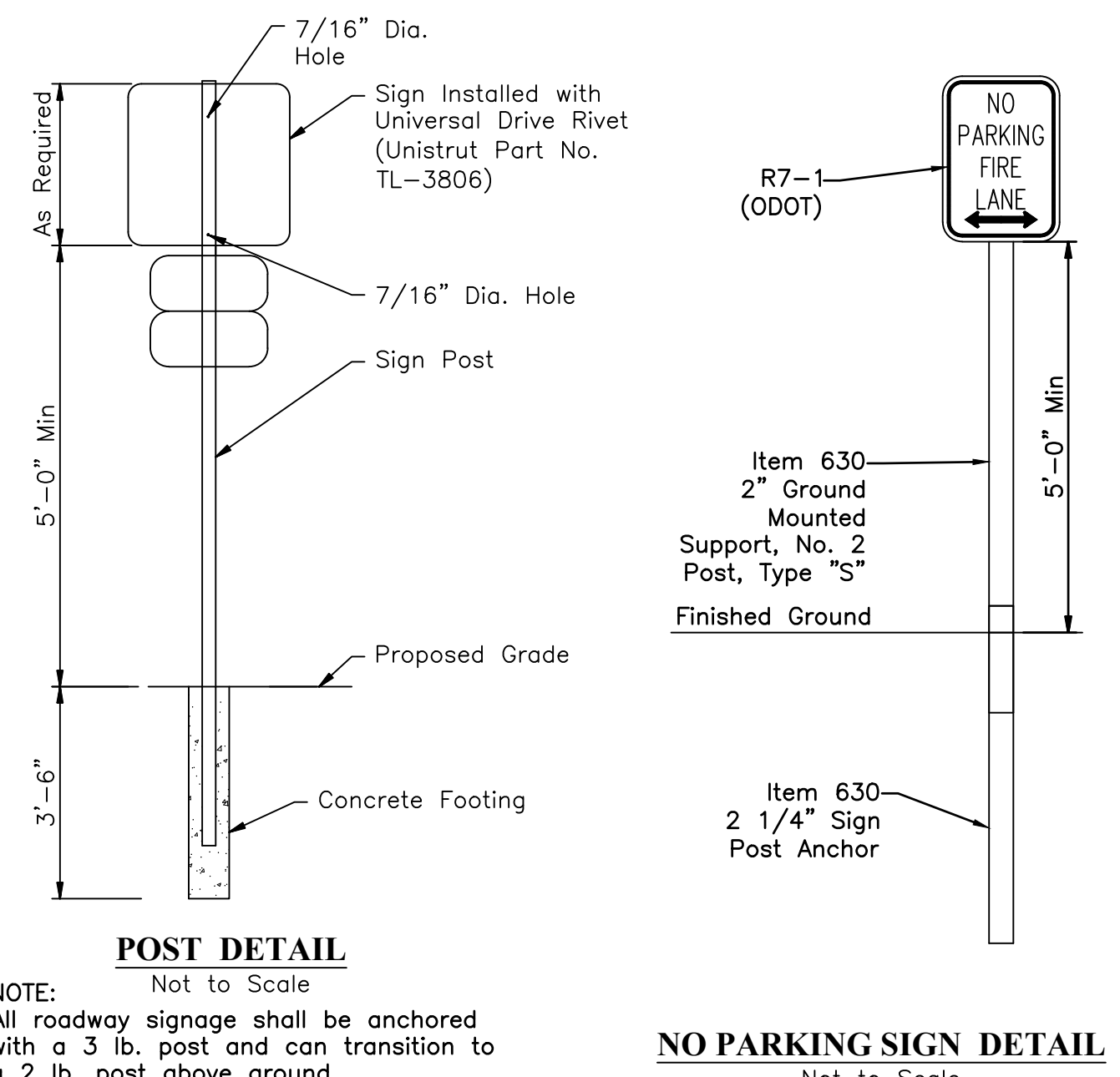
TYPICAL ADA VAN ACCESSIBLE PARKING SPACE STRIPING/SIGN DETAIL



TYPICAL ADA ACCESSIBLE PARKING SPACE STRIPING/SIGN DETAIL



PARKING BLOCK



POST DETAIL

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

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SHEET DATE
June 22, 2023

MARK	DATE	DESCRIPTION

HomeWood
More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAN FOR
JEROME PARK
TYPICAL SECTIONS & DETAILS

EMHT
5000 New Albany Road, Columbus, OH 43264
Phone: 614.775.5500 Fax: 614.775.5501
www.emht.com

DATE	June 22, 2023
SCALE	1" = 40'
JOB NO.	20200319
SHEET	2/14

PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION
 PLAN SET DATE
 June 22, 2023

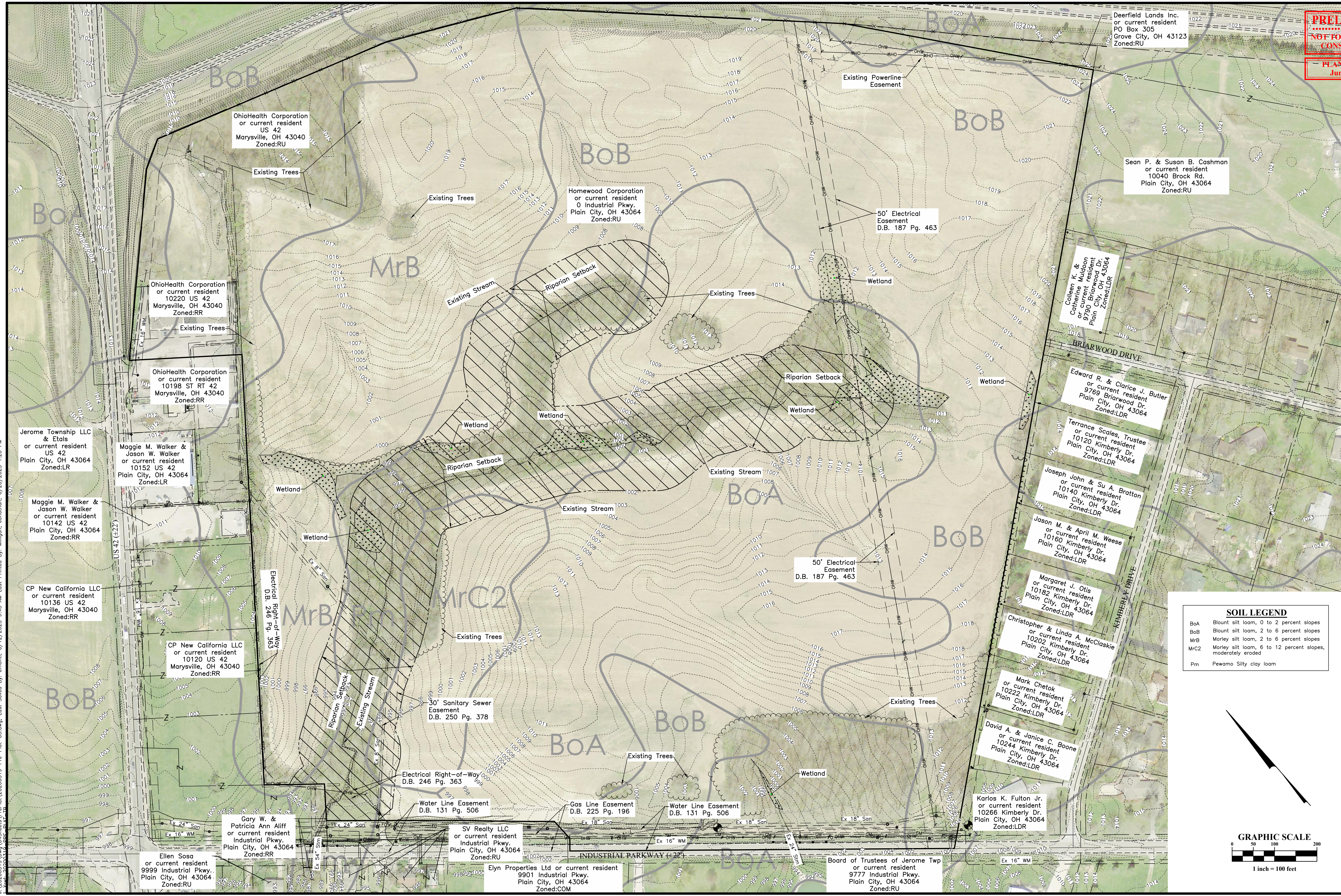
MARK	DATE	DESCRIPTION

Homewood
 More home for the money.

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

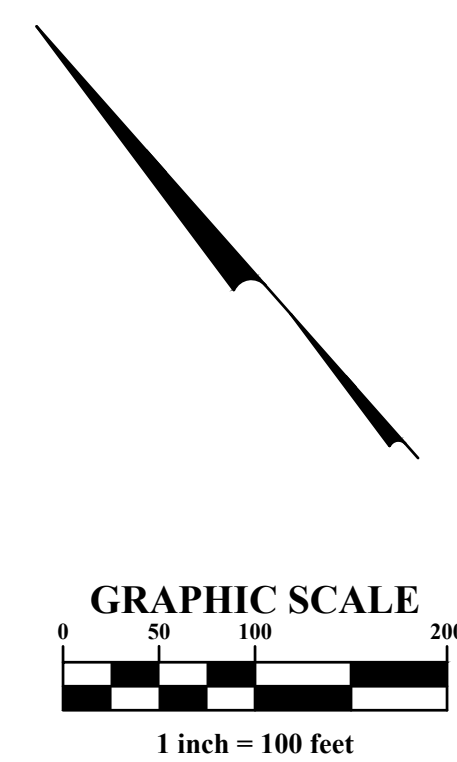
EMHT
 Earth, Mechanical, Hydrological & Thermal, Inc.
 Engineers • Surveyors • Planners • Scientists
 500 New Albany Road • Columbus, OH 43264
 Phone: 614.757.5501 Fax: 614.757.5502 emht.com

DATE	June 22, 2023
SCALE	1" = 100'
JOB NO.	20200319
SHEET	3/14



SOIL LEGEND

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



J:\20200319\Draw\Sheets\Pre\20200319-Pre-Plot-03.dwg, Last Saved By: amanti, 6/12/2023 9:45 AM, Last Printed By: Milligan, Jonathan, 6/20/2023 1:20 PM

PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION
PLAN SHEET DATE
June 22, 2023

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

NOTE:
THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHTS OF WAY,
AND EASEMENT BOUNDARIES AT THE TIME OF PLATTING. AT THE REQUEST OF THE
ZONING AUTHORITY AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF
THE LIMITATIONS AND REQUIREMENTS OF THE ZONING REGULATIONS IN EFFECT
AT THE DATE OF FILING OF THE PLAT. SUCH LIMITATIONS AND REQUIREMENTS
ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND SHOULD BE VERIFIED
WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF ANY PRIVATE
IMPROVEMENTS ON THE LOT. THIS NOTE SHOULD NOT BE CONSTRUED AS
CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS,
COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY
NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.

OPEN SPACE LEGEND

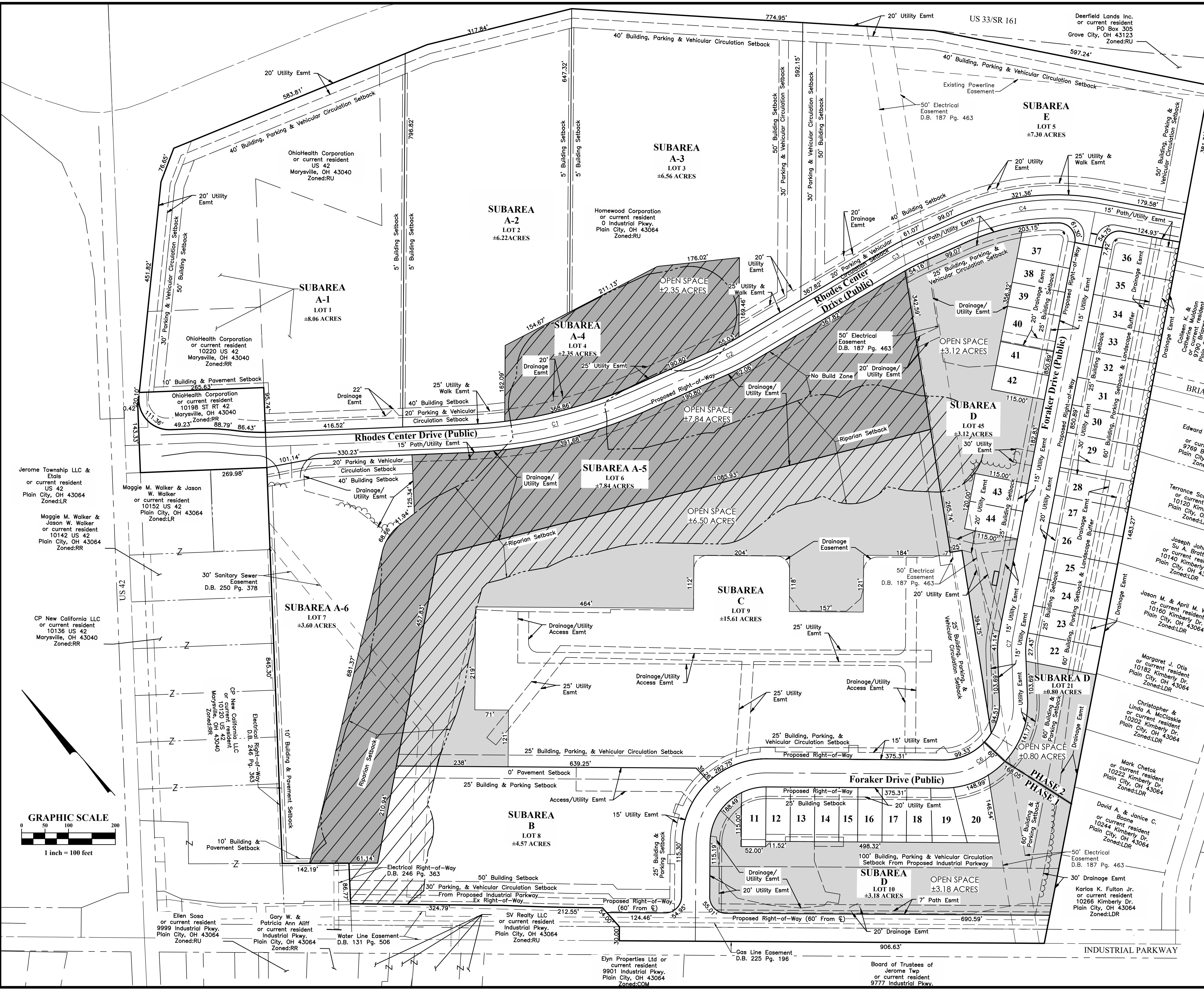
	DEDICATED OPEN SPACE
	OPEN SPACE RESERVE

PROJECT DATA TABLE

TOTAL DEVELOPABLE SITE AREA:	± 82.95 AC.
SUB-AREA A:	
AREA A-1 (LOT 1):	± 8.06 AC.
AREA A-2 (LOT 2):	± 6.22 AC.
AREA A-3 (LOT 3):	± 6.56 AC.
AREA A-4 OPEN SPACE (LOT 4):	± 2.35 AC.
AREA A-5 OPEN SPACE (LOT 6):	± 7.84 AC.
AREA A-6 (LOT 7):	± 3.60 AC.
TOTAL SUB-AREA A:	± 34.63 AC.
SUB-AREA B: (LOT 8)	
SUB-AREA LOT:	± 4.57 AC.
SUB-AREA C: (LOT 9)	
SUB-AREA LOT:	± 15.61 AC.
SUB-AREA D:	
OPEN SPACE (LOT 10):	± 3.18 AC.
(LOT 11):	± 0.15 AC.
(LOT 12):	± 0.14 AC.
(LOT 13):	± 0.14 AC.
(LOT 14):	± 0.14 AC.
(LOT 15):	± 0.11 AC.
(LOT 16):	± 0.14 AC.
(LOT 17):	± 0.14 AC.
(LOT 18):	± 0.14 AC.
(LOT 19):	± 0.17 AC.
(LOT 20):	± 0.22 AC.
OPENSAPCE (LOT 21):	± 0.80 AC.
(LOT 22):	± 0.22 AC.
(LOT 23):	± 0.22 AC.
(LOT 24):	± 0.22 AC.
(LOT 25):	± 0.22 AC.
(LOT 26):	± 0.22 AC.
(LOT 27):	± 0.22 AC.
(LOT 28):	± 0.22 AC.
(LOT 29):	± 0.28 AC.
(LOT 30):	± 0.22 AC.
(LOT 31):	± 0.22 AC.
(LOT 32):	± 0.22 AC.
(LOT 33):	± 0.22 AC.
(LOT 34):	± 0.22 AC.
(LOT 35):	± 0.22 AC.
(LOT 36):	± 0.30 AC.
(LOT 37):	± 0.22 AC.
(LOT 38):	± 0.14 AC.
(LOT 39):	± 0.20 AC.
(LOT 40):	± 0.14 AC.
(LOT 41):	± 0.14 AC.
(LOT 42):	± 0.16 AC.
(LOT 43):	± 0.16 AC.
(LOT 44):	± 0.16 AC.
OPENSAPCE (LOT 45):	± 3.12 AC.
TOTAL SUB-AREA D:	± 13.33 AC.
SUB-AREA E: (LOT 5)	
SUB-AREA LOT:	± 7.30 AC.
TOTAL SUB-AREAS ROW:	± 7.51 AC.

C/L CURVE TABLE

Curve Number	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	21°47'17"	1000.0'	380.27'	S62°26'26"E	377.99'
C2	6°42'31"	500.0'	58.54'	S76°41'20"E	58.51'
C3	6°36'09"	500.0'	57.62'	N76°44'31"W	57.58'
C4	34°44'26"	500.0'	303.17'	N56°04'14"W	298.54'
C5	90°00'00"	150.0'	235.62'	S86°07'40"W	212.13'
C6	93°19'51"	150.02'	244.38'	N85°14'48"E	218.24'
C7	13°05'42"	150.0'	34.28'	S45°07'30"W	34.21'



Jerome Township LLC & Etals
or current resident
US 42
Plain City, OH 43064
Zoned:LDR

Maggie M. Walker & Jason W. Walker
or current resident
10152 US 42
Plain City, OH 43064
Zoned:LDR

CP New California LLC
or current resident
10136 US 42
Marysville, OH 43040
Zoned:RR

CP New California LLC
or current resident
10120 US 43040
Marysville, OH 43040
Zoned:RR

CP New California LLC
or current resident
10120 US 43040
Marysville, OH 43040
Zoned:RR

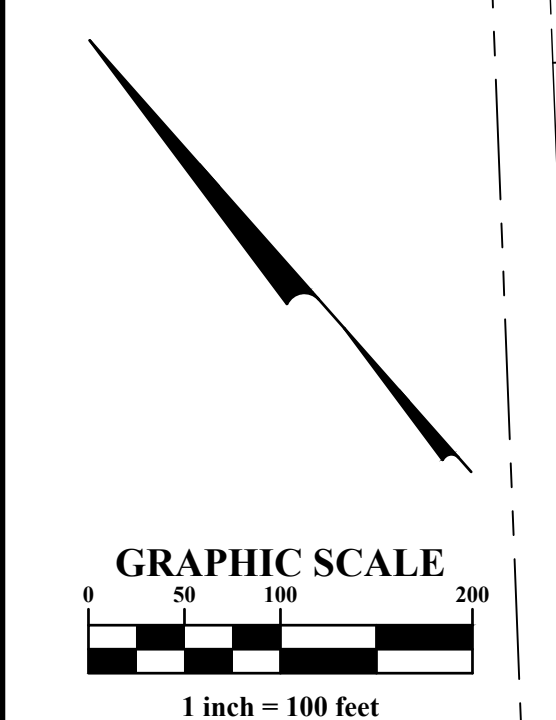
Ellen Sosa
or current resident
9909 Industrial Pkwy.
Plain City, OH 43064
Zoned:RU

Gary W. & Patricia Ann Aliff
or current resident
Industrial Pkwy
Plain City, OH 43064
Zoned:RR

SV Realty LLC
or current resident
Industrial Pkwy
Plain City, OH 43064
Zoned:RU

Elyn Properties Ltd
or current resident
9901 Industrial Pkwy.
Plain City, OH 43064
Zoned:COM

Board of Trustees of
Jerome Twp
or current resident
9777 Industrial Pkwy.



REVISIONS

MARK	DATE	DESCRIPTION

Homewood
More home for the money.

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

EMHT
EMHT ENGINEERS & ARCHITECTS, INC.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43264
Phone: 614.775.5500 Fax: 614.775.5500
emht.com

DATE
June 22, 2023

SCALE
1" = 100'

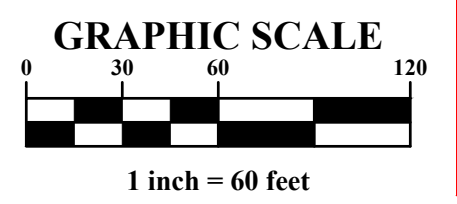
JOB NO.
20200319

SHEET
4 / 14

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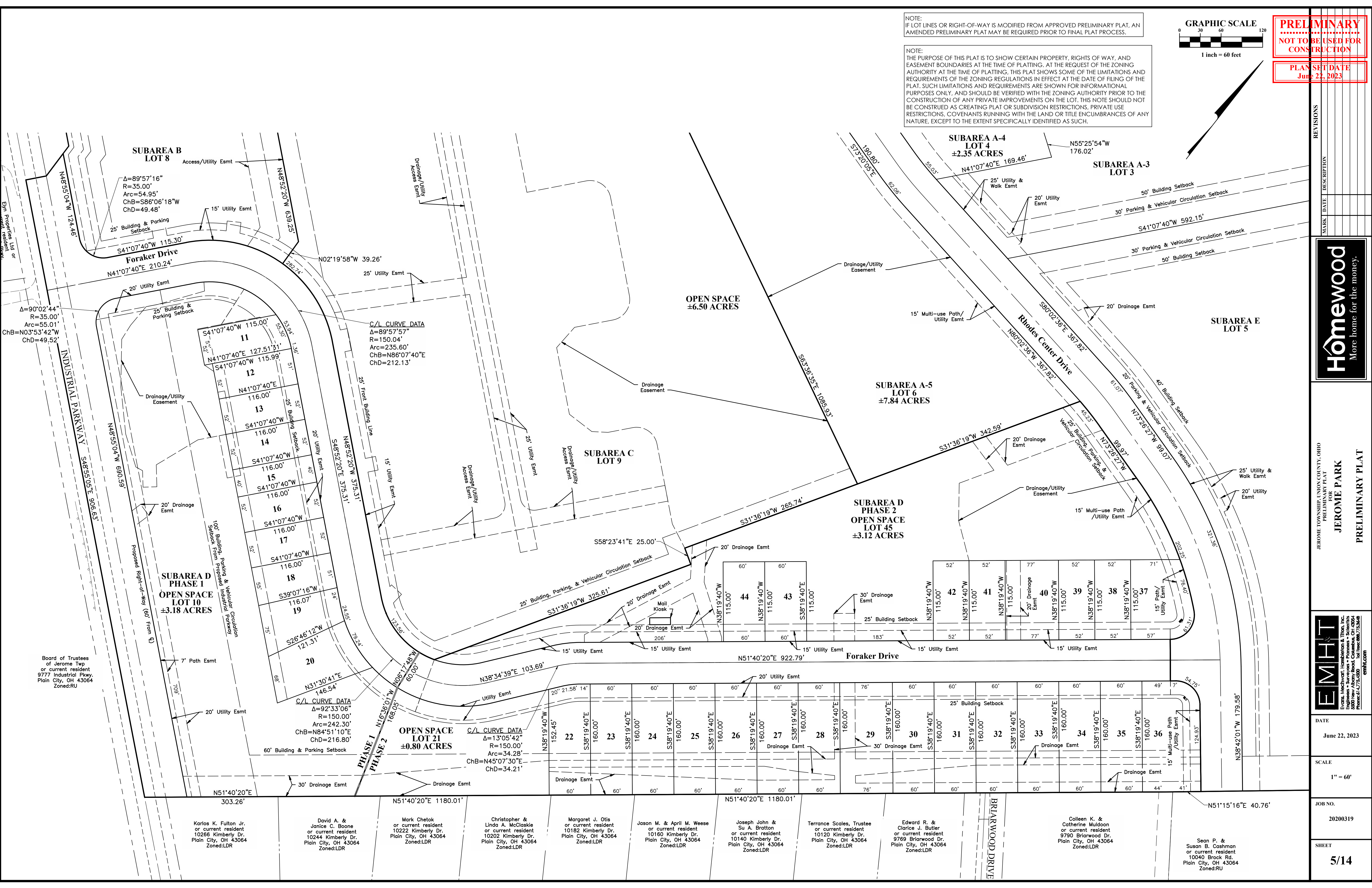
PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
June 22, 2023



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

NOTE:
THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHTS OF WAY, AND EASEMENT BOUNDARIES AT THE TIME OF PLATTING. AT THE REQUEST OF THE ZONING AUTHORITY AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF THE LIMITATIONS AND REQUIREMENTS OF THE ZONING REGULATIONS IN EFFECT AT THE DATE OF FILING OF THE PLAT. SUCH LIMITATIONS AND REQUIREMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND SHOULD BE VERIFIED WITH THE ZONING AUTHORITY PRIOR TO THE CONSTRUCTION OF ANY PRIVATE IMPROVEMENTS ON THE LOT. THIS NOTE SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.



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REVISIONS
MARK
DATE
DESCRIPTION

Homewood
More home for the money.

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

EMHT
ENGINEERS & ARCHITECTS
5800 New Albany Road, Columbus, OH 43264
Phone: 614.757.5555 Fax: 614.757.5558
emht.com

DATE
June 22, 2023

SCALE
1" = 60'

JOB NO.
20200319

SHEET
5/14

Board of Trustees of Jerome Twp or current resident 9777 Industrial Pkwy. Plain City, OH 43064 Zoned:RU

Karlos K. Fulton Jr. or current resident 10266 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

David A. & Janice C. Boone or current resident 10244 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Mark Chetok or current resident 10222 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Christopher & Linda A. McClaskie or current resident 10202 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Margaret J. Otis or current resident 10182 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Jason M. & April M. Weese or current resident 10160 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Joseph John & Su A. Bratton or current resident 10140 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

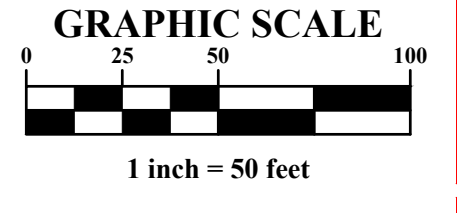
Terrance Scales, Trustee or current resident 10120 Kimberly Dr. Plain City, OH 43064 Zoned:LDR

Edward R. & Clarice A. Butler or current resident 9769 Briarwood Dr. Plain City, OH 43064 Zoned:LDR

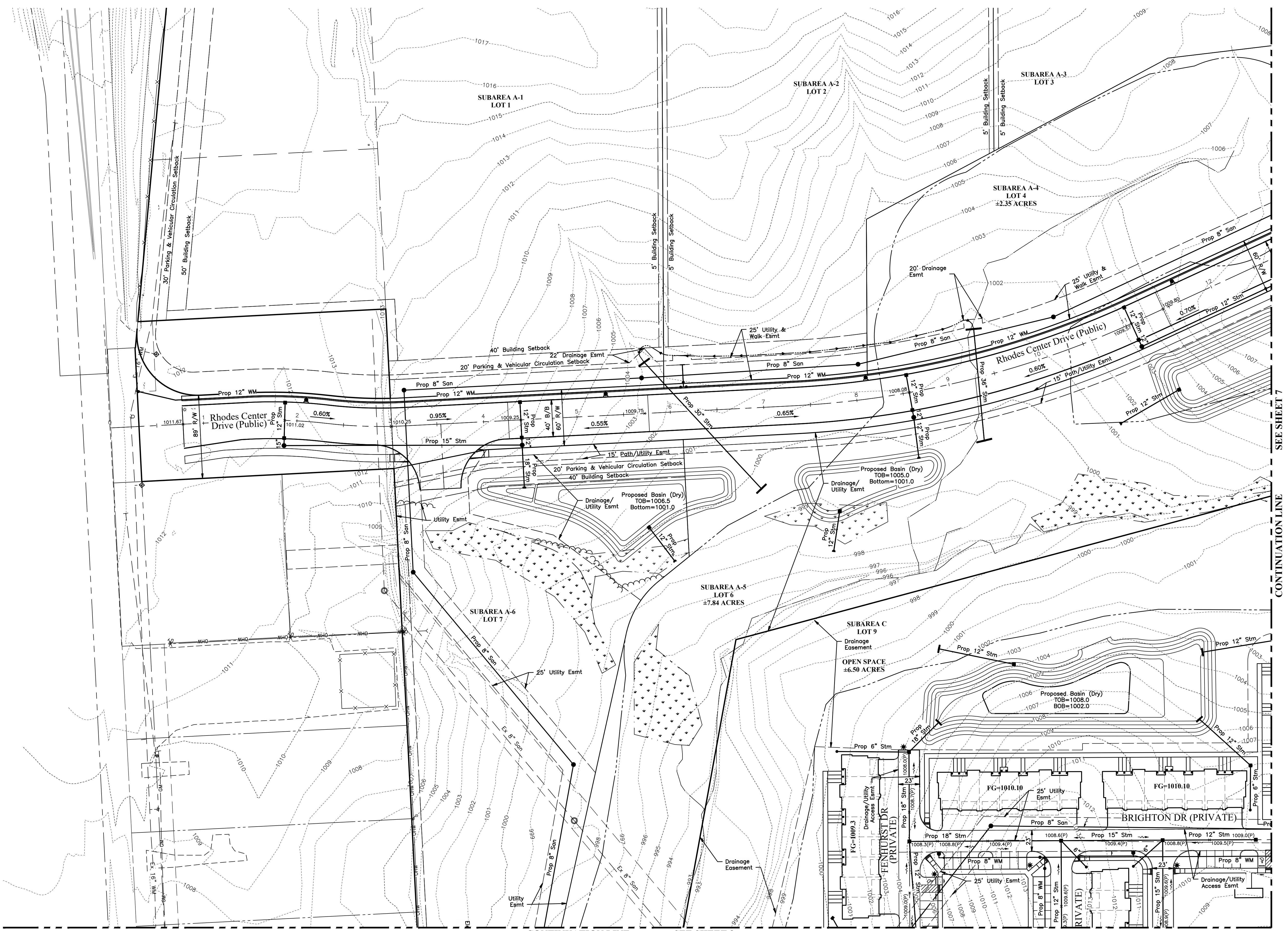
Colleen K. & Catherine Muldoon or current resident 9790 Briarwood Dr. Plain City, OH 43064 Zoned:LDR

Sean P. & Susan B. Cashman or current resident 10040 Brook Rd. Plain City, OH 43064 Zoned:RU

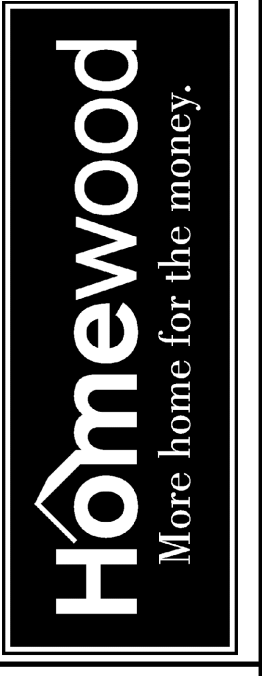
NOTE:
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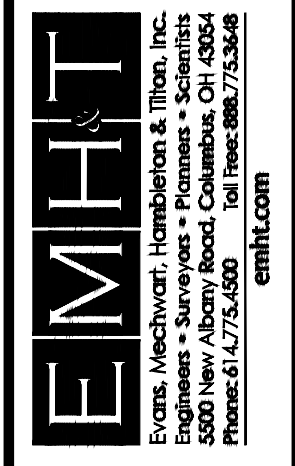
PRELIMINARY
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PLANS SET DATE
June 22, 2023



MARK	DATE	DESCRIPTION



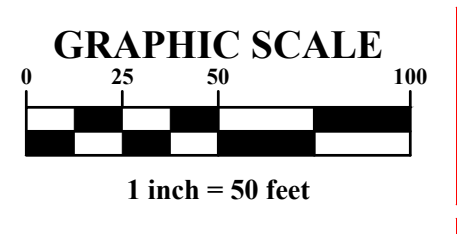
JEROME TOWNSHIP, UNION COUNTY, OHIO
FOR
PRELIMINARY PLAT
JEROME PARK
GRADING PLAN



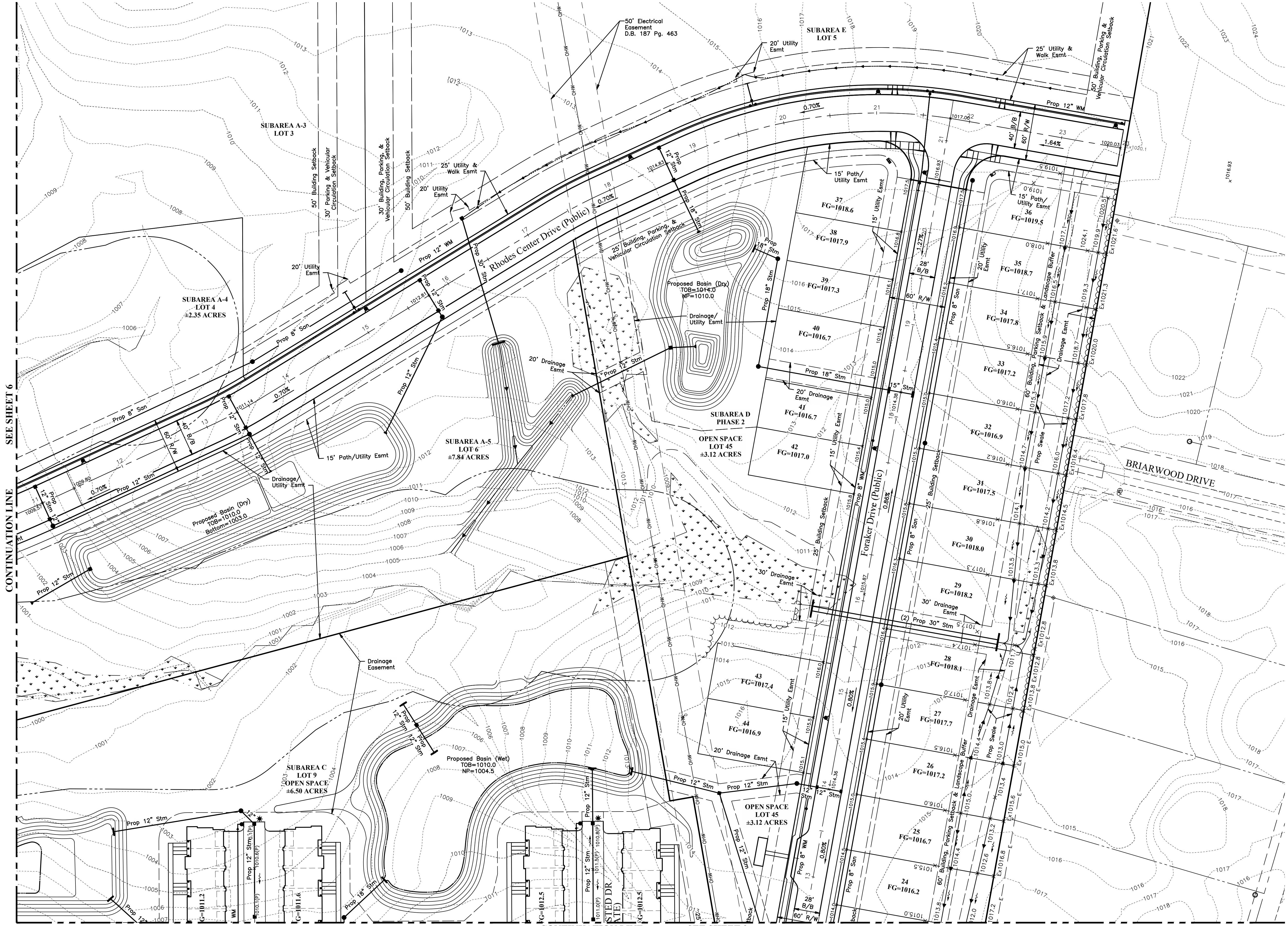
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SCALE	1" = 50'
JOB NO.	20200319
SHEET	6/14

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



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CONSTRUCTION
PLAN SET DATE
June 22, 2023



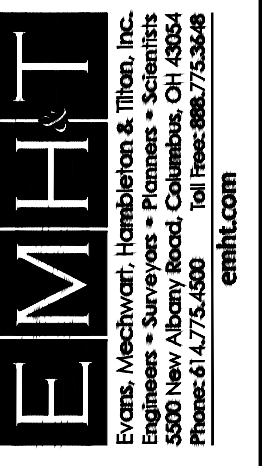
CONTINUATION LINE SEE SHEET 6

CONTINUATION LINE SEE SHEET 9

MARK	DATE	DESCRIPTION

HomeWood
More home for the money.

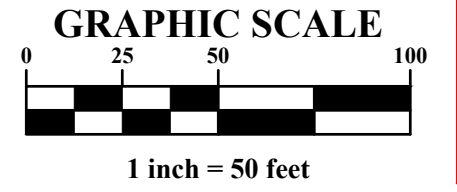
JEROME TOWNSHIP, UNION COUNTY, OHIO
FOR
JEROME PARK
GRADING PLAN



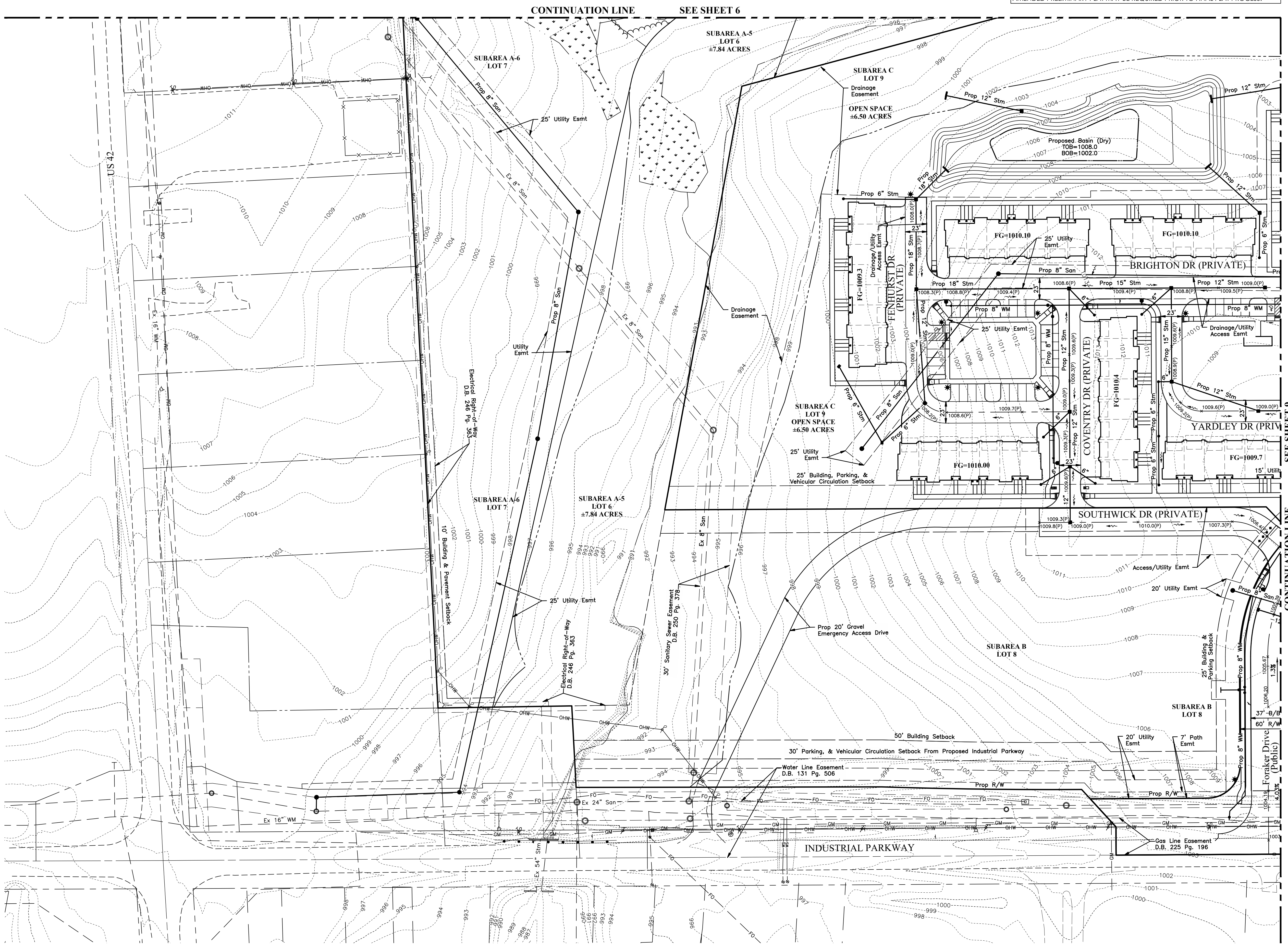
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SCALE	1" = 50'
JOB NO.	20200319
SHEET	7/14

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NOTE:
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PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SET DATE
June 22, 2023



CONTINUATION LINE SEE SHEET 9

MARK	DATE	DESCRIPTION

Homewood
More home for the money.

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

EMHT
EMHT Engineering & Surveying, Inc.
Engineers • Surveyors • Planners • Scientists
5800 New Albany Road, Columbus, OH 43254
Phone: 614.757.5500 Fax: 614.757.5505
emht.com

DATE
June 22, 2023

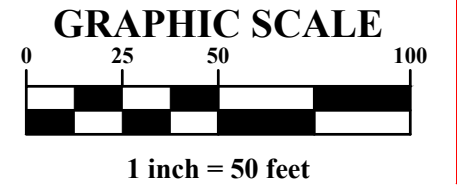
SCALE
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JOB NO.
20200319

SHEET
8/14

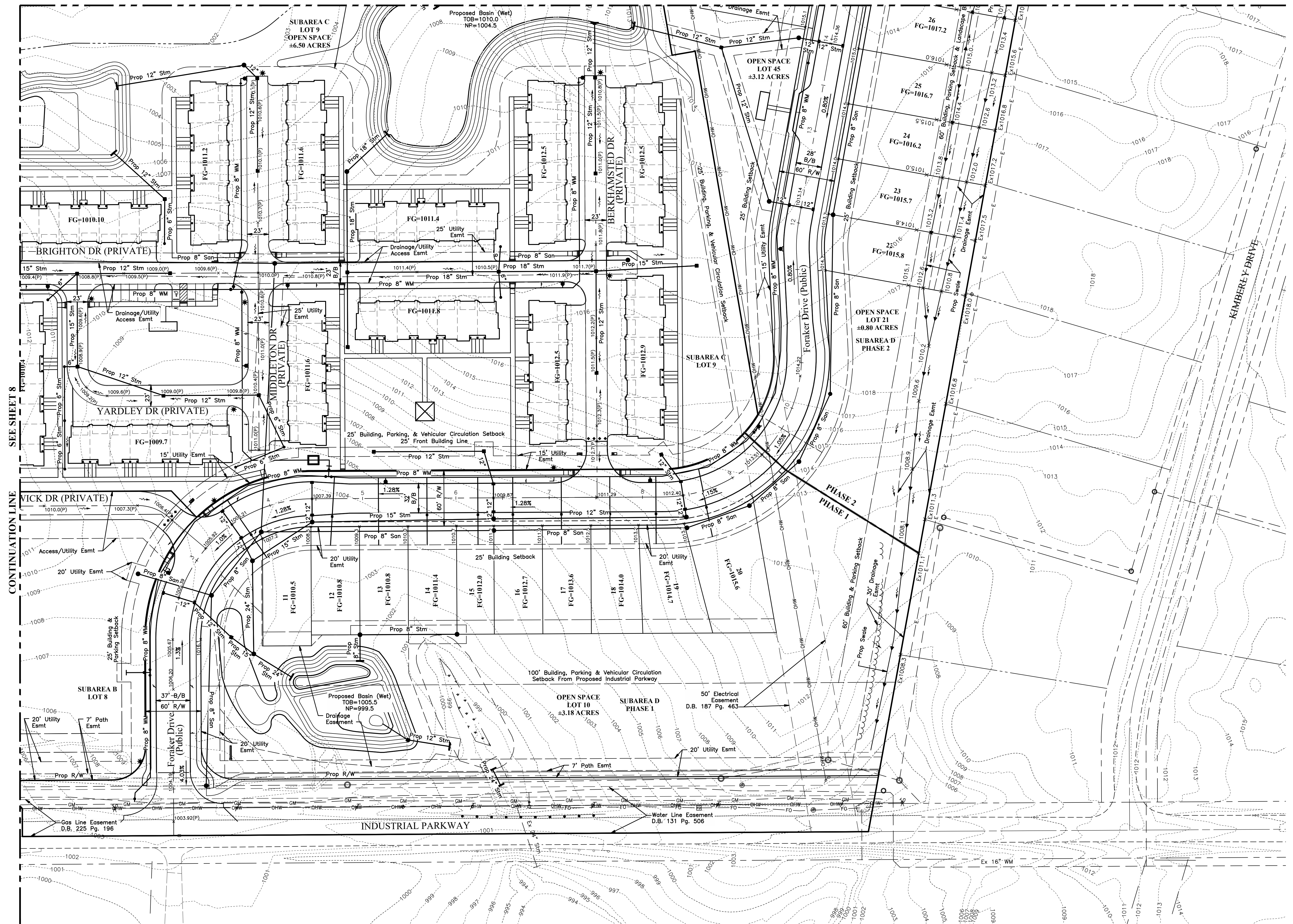
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NOTE:
IF LOT LINES OR RIGHT-OF-WAY IS MODIFIED FROM APPROVED PRELIMINARY PLAT, AN AMENDED PRELIMINARY PLAT MAY BE REQUIRED PRIOR TO FINAL PLAT PROCESS.



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
PLAN SHEET DATE
June 22, 2023

CONTINUATION LINE SEE SHEET 7



MARK	DATE	DESCRIPTION

HomeWood
More home for the money.

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

EMHT
EMHT Engineering & Mapping, Inc.
5000 New Albany Road, Columbus, OH 43254
Phone: 614.757.5500 Fax: 614.757.5508
emht.com

DATE
June 22, 2023

SCALE
1" = 50'

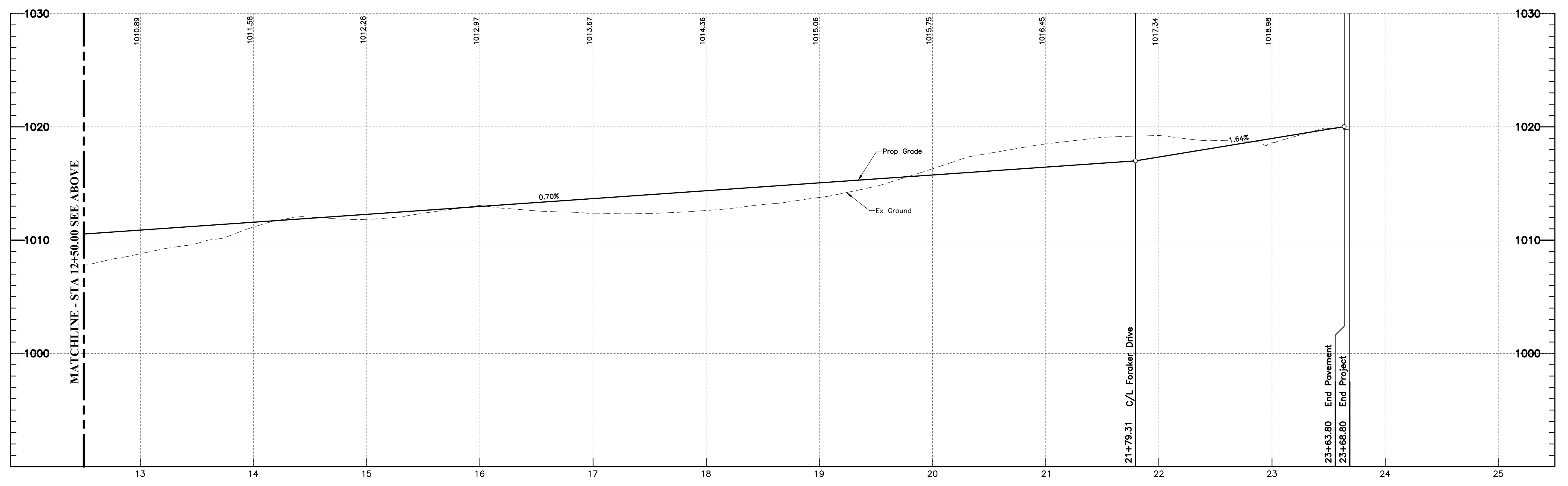
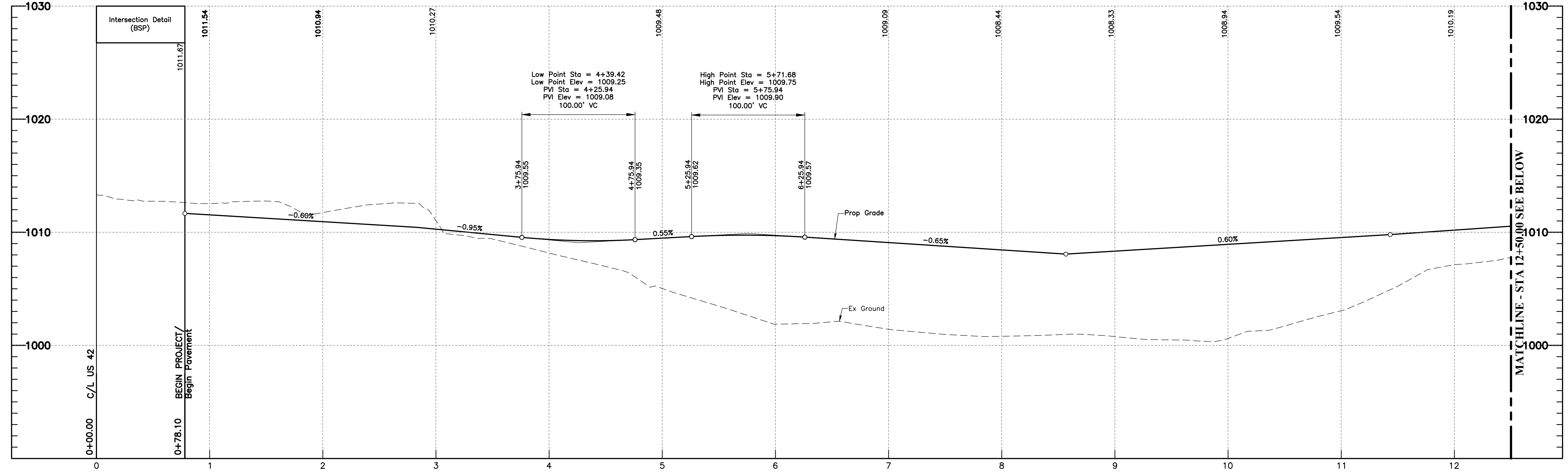
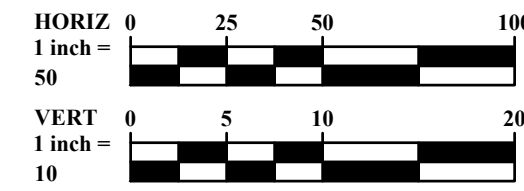
JOB NO.
20200319

SHEET
9/14

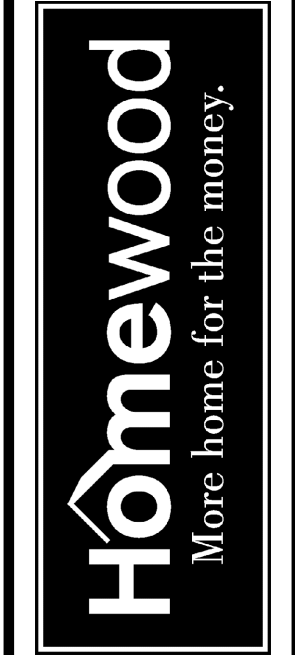
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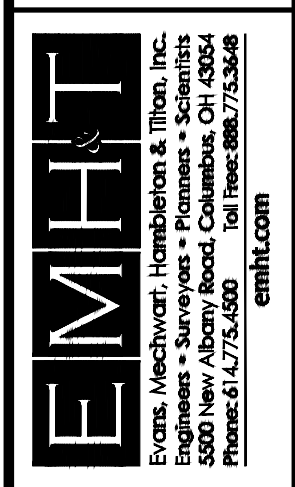
PLAN SET DATE
 June 22, 2023



MARK	DATE	DESCRIPTION



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



DATE
 June 22, 2023

SCALE
 Horiz: 1" = 50'
 Vert: 1" = 10'

JOB NO.
 20200319

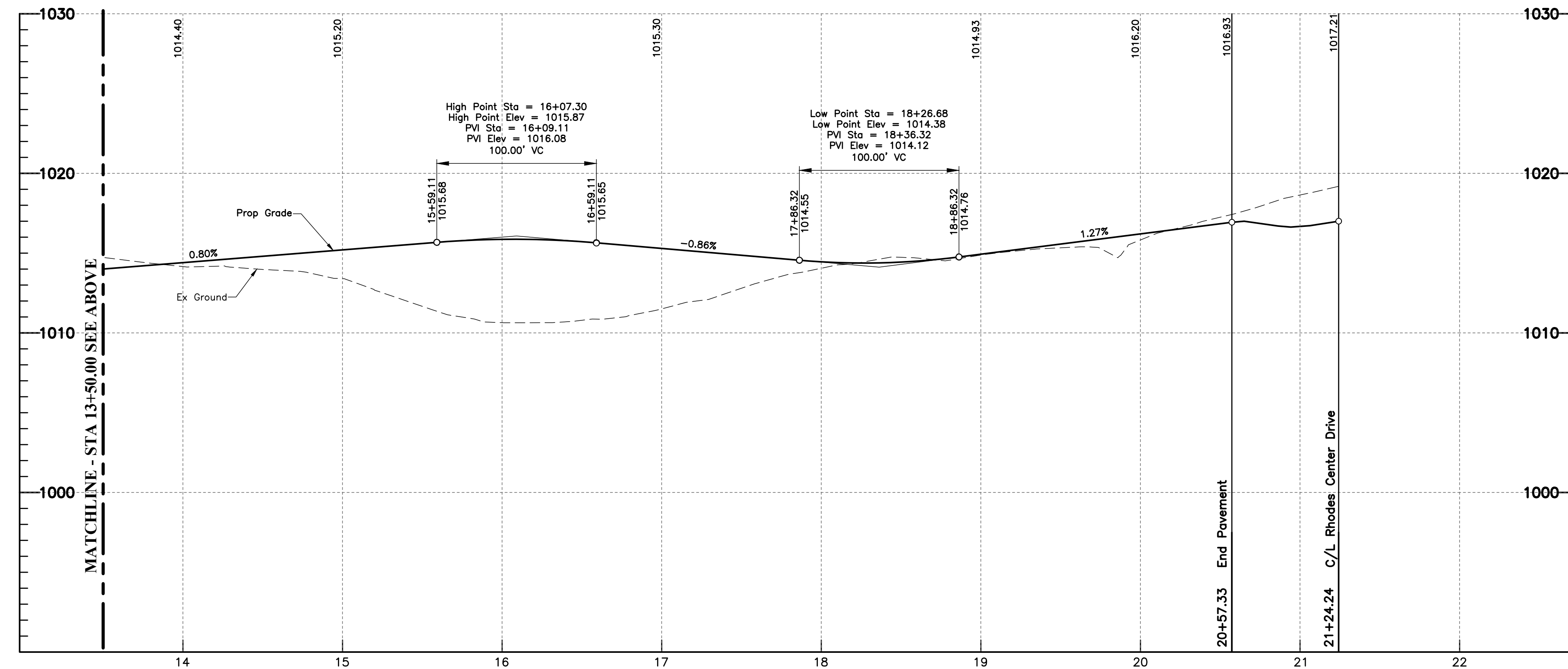
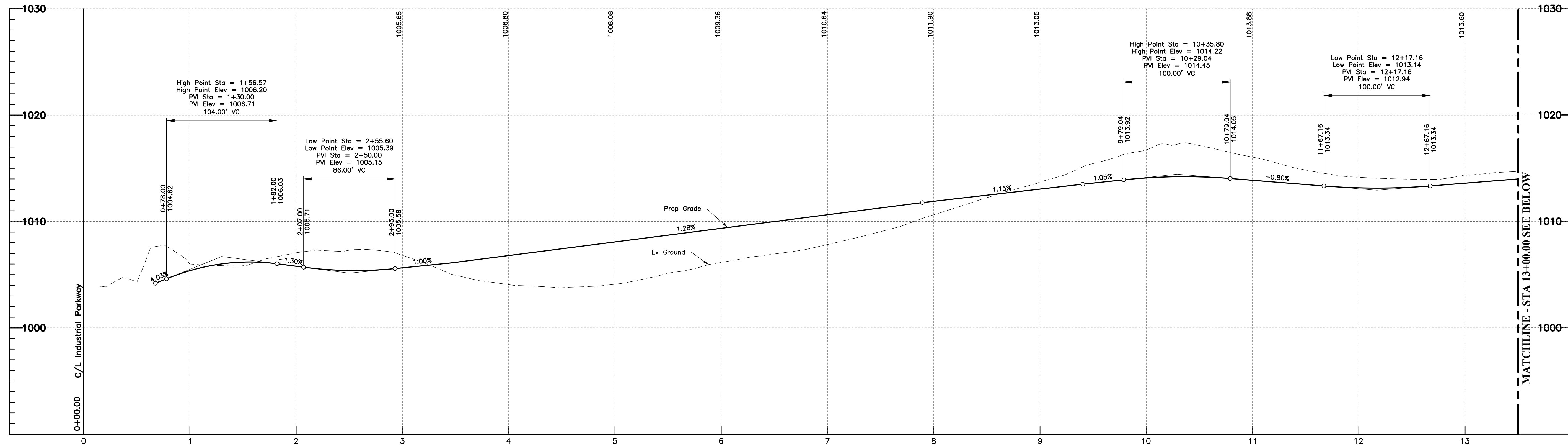
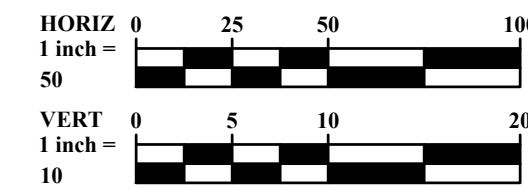
SHEET
 10/14

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

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 3 Weeks, 20200319, CS=REFE-F, 20200319, REF=PLAN-1B

PRELIMINARY
 NOT TO BE USED FOR
 CONSTRUCTION

PLAN SET DATE
 June 27, 2023



MARK	DATE	DESCRIPTION



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



DATE
 June 22, 2023

SCALE
 Horiz: 1" = 50'
 Vert: 1" = 10'

JOB NO.
 20200319

SHEET
 11/14

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

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PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SET DATE
June 22, 2023

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

MARK	DATE	DESCRIPTION

Homewood
More home for the money.

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

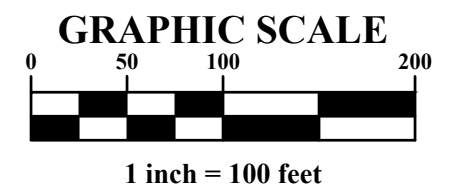
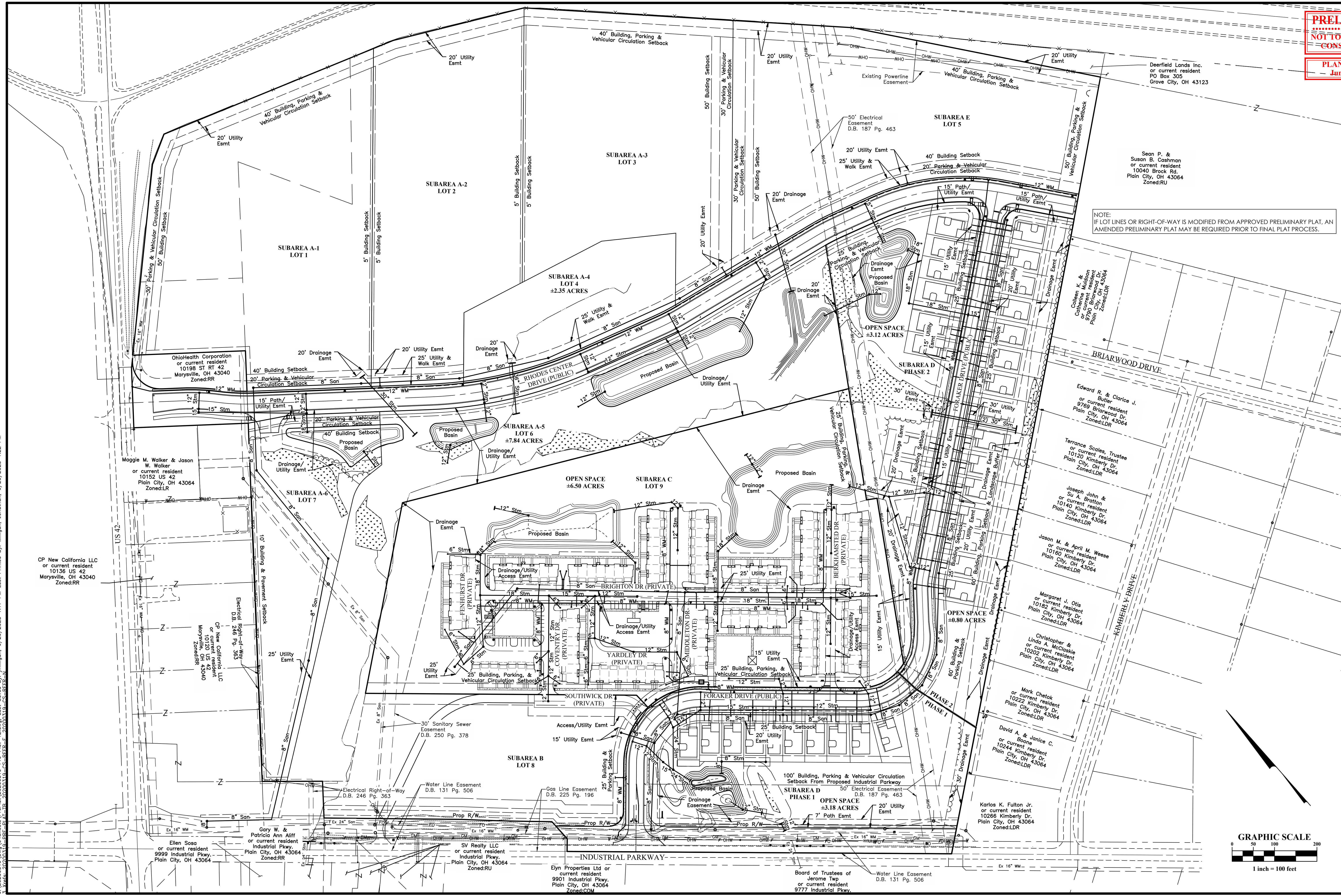
EMHT
Engle & McHugh
Engineers & Planners & Scientists
5800 New Albany Road, Columbus, OH 43264
Phone: 614.757.5500 Fax: 614.757.5500
emht.com

DATE
June 22, 2023

SCALE
1" = 100'

JOB NO.
20200319

SHEET
12 / 14

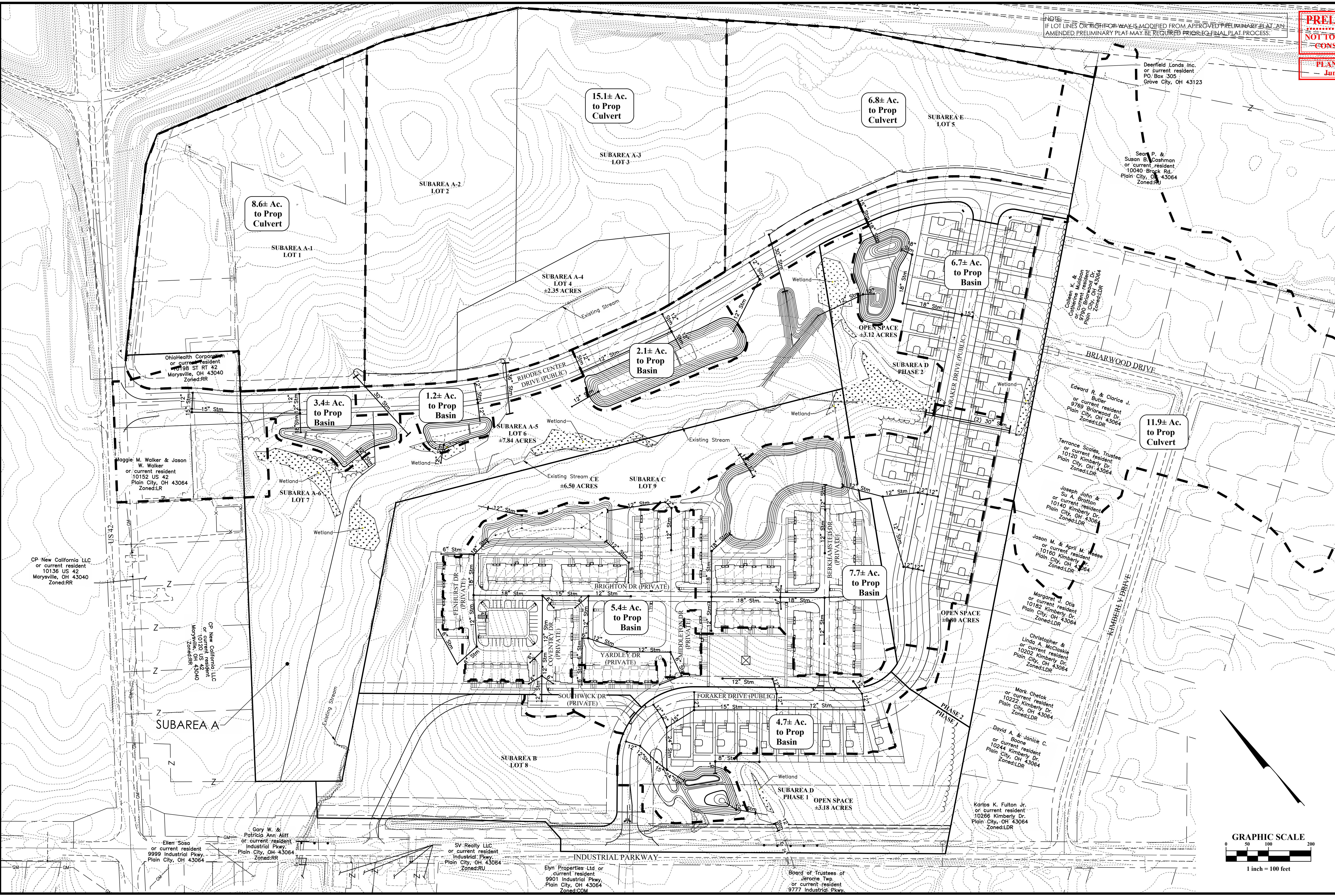


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PRELIMINARY
NOT TO BE USED FOR
CONSTRUCTION

PLAN SHEET DATE
 June 22, 2023

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



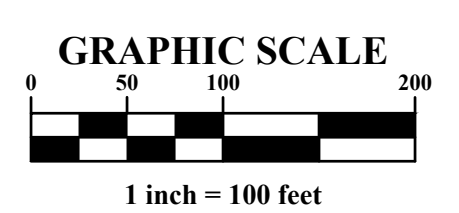
MARK	DATE	DESCRIPTION

Homewood
 More home for the money.

JEROME TOWNSHIP, UNION COUNTY, OHIO
 PRELIMINARY PLAT
JEROME PARK
 FOR
POST DEVELOPMENT STORMWATER
TRIBUTARY MAP

EMHT
 ENGINEERS & ARCHITECTS
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.757.5500 Fax: 614.757.5508
 emht.com

DATE	June 22, 2023
SCALE	1" = 100'
JOB NO.	20200319
SHEET	13/14



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DRAFT

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

CONDO at JEROME TOWNSHIP SUBDIVISION

Union County Auditor

By: _____

This instrument prepared by

Kenton L. Kuehnle & James A. Coutinho
Allen, Kuehnle Stovall & Neuman, LLP
17 South High Street
Columbus, Ohio 43215

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CONDO AT JEROME TOWNSHIP CONDOMINIUM

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

RECITALS

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE PLAN

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

ARTICLE I.

THE LAND

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

ARTICLE II.

NAME

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

ARTICLE III.

PURPOSES; RESTRICTIONS

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

Section 2. Restrictions.

The Condominium Property shall be subject to the following restrictions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV.

IMPROVEMENT DESCRIPTIONS

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

ARTICLE V.

UNITS

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

Section 2. Composition of Units.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI.

COMMON AND LIMITED COMMON ELEMENTS

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

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

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

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

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

ARTICLE VII.

UNIT OWNERS' ASSOCIATION

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

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

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

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

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

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

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

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

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

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

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

Section 6. Procedures for Enforcement of Violations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Terminating the Declaration;

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

(9) Conveying all Common Elements.

ARTICLE VIII.

AGENT FOR SERVICE

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

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

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

ARTICLE IX.

MAINTENANCE AND REPAIR

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

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

ARTICLE X.

UTILITY SERVICES

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

ARTICLE XI.

INSURANCE; LOSSES BONDS

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

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

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

(f) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII.

RESTORATION OF DAMAGE OR DESTRUCTION

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

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

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

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

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

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

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

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

ARTICLE XIII.

CONDEMNATION

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

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

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

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV.

ASSESSMENTS AND ASSESSMENT LIENS

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

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

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

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

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

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

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

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

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

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

F. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

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

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

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

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

(b) Special Assessments for Capital Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI.

NOTICES TO MORTGAGEES

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

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of Article XVII of this Declaration;

2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);

3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit Owners' meetings;

9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;

10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien;

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

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

ARTICLE XVII.

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;
- (2) To meet the requirements of insurance underwriters;
- (3) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;
- (4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or
- (5) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control.

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

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

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

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

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

ARTICLE XVIII.

EXPANSIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIX.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

By: _____
James Phieffer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

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

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

Notary Public

Exhibits

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

EXHIBIT A

LEGAL DESCRIPTION, CONDOMINIUM PROPERTY

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

DRAFT

EXHIBIT B

UNIT DESIGNATIONS, SIZE, UNDIVIDED INTEREST IN COMMON ELEMENTS

DRAFT

EXHIBIT C
ADDITIONAL PROPERTY

DRAFT

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

ARTICLE I.

NAME AND LOCATION

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

ARTICLE II.

DEFINITIONS

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

ARTICLE III.

UNIT OWNERS (MEMBERS)

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

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

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

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

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

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

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

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

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

ARTICLE IV.

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

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

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

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

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

ARTICLE V.

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI.

COMMITTEES

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

ARTICLE VII.

BOOKS AND RECORDS

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

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

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

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

ARTICLE VIII.

AUDITS

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

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

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

ARTICLE IX.

FISCAL YEAR

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

ARTICLE X.

AMENDMENTS

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

Adopted by Condo at Jerome Township Condominium Association

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

By: _____
James Phieffer, President

April 15, 2020

EMHT
5500 New Albany Rd
Columbus, Ohio 43054

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

Dear Dan,

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

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

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


Sincerely,

Donyel Gibson

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



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

Your Touchstone Energy® Cooperative 

The Touchstone Energy logo consists of a stylized human figure with arms raised, formed by two curved lines in red and orange, with a green base.

4/16/2020

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

Dear Dan,

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

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

Please let me know if you require any additional information.

Best Regards,

Beau Michael

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



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

April 17, 2020

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

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

Dear Mr. Bruin,

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

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

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

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

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

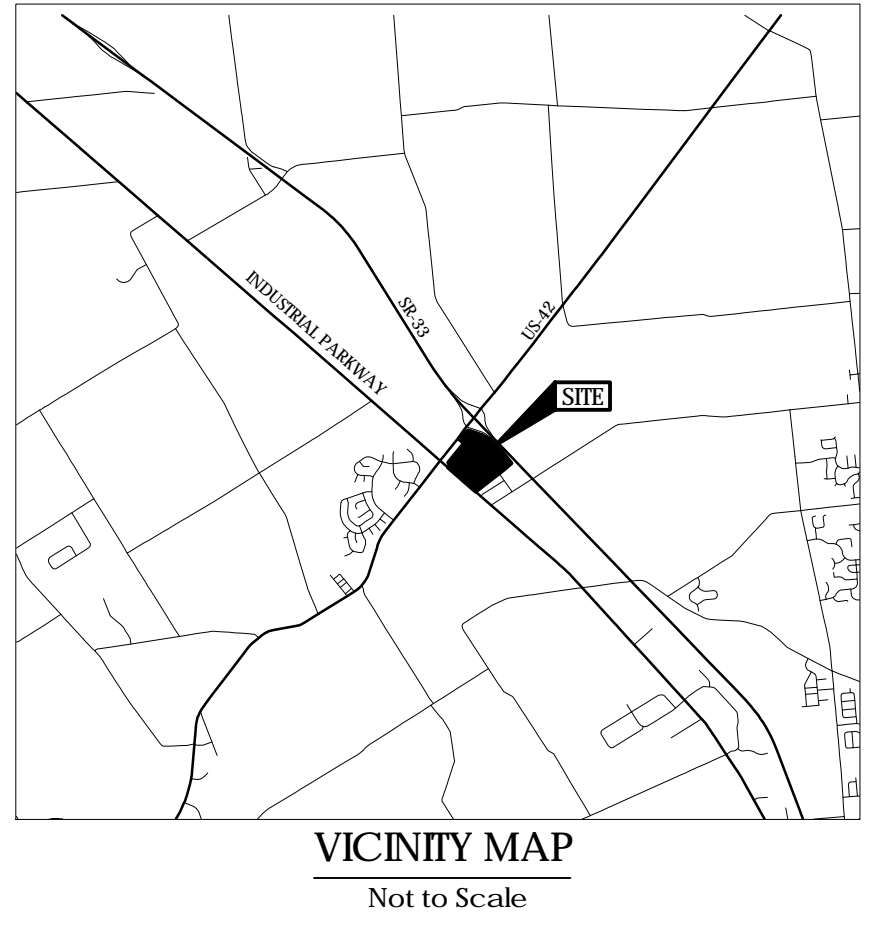
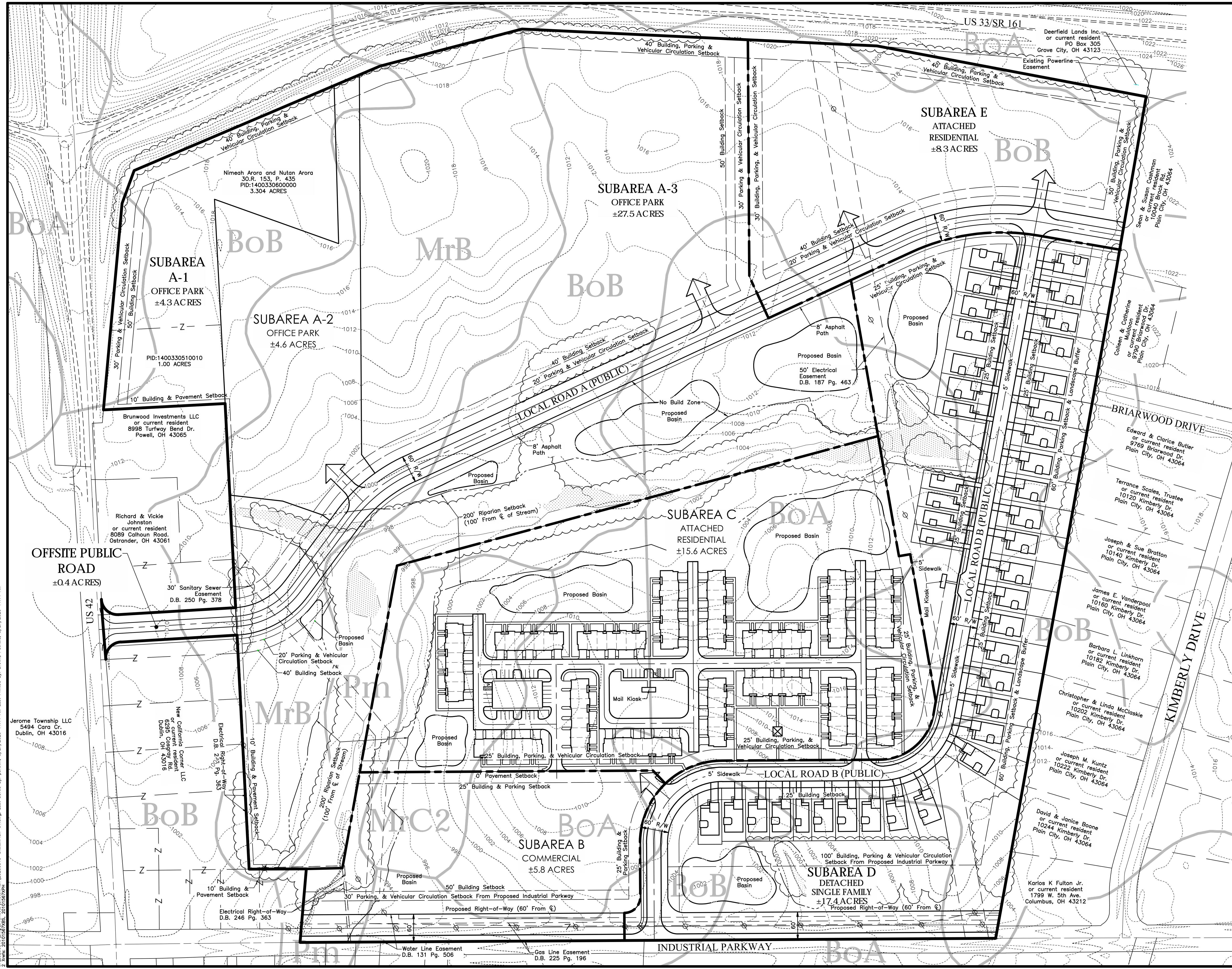
Please contact us if you need additional clarification or wish to discuss this letter in further detail.

Sincerely,

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

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

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



SITE DATA: (OVERALL PUD)
SITE AREA: ± 83.9 AC.

SITE DATA:

SUB-AREA A: (OFFICE PARK)
SITE SUB-AREA-1: ± 4.3 AC.
SITE SUB-AREA-2: ± 4.6 AC.
SITE SUB-AREA-3: ± 27.5 AC.
TOTAL SUB-AREA: ± 36.4 AC.

SUB-AREA B: (COMMERCIAL)
SITE AREA: ± 5.8 AC.

SUB-AREA C: (ATTACHED RESIDENTIAL)
SITE AREA: ± 15.6 AC.
NUMBER OF UNITS: 113 UNITS
TOTAL PARKING PROVIDED: 262 SPACES

SUB-AREA D: (DETACHED SINGLE FAMILY)
SITE AREA: ± 17.4 AC.
NUMBER OF UNITS: 40 UNITS
TOTAL PARKING PROVIDED: 160 SPACES

SUB-AREA E: (ATTACHED RESIDENTIAL)
SITE AREA: ± 8.3 AC.
NUMBER OF UNITS: 108 UNITS

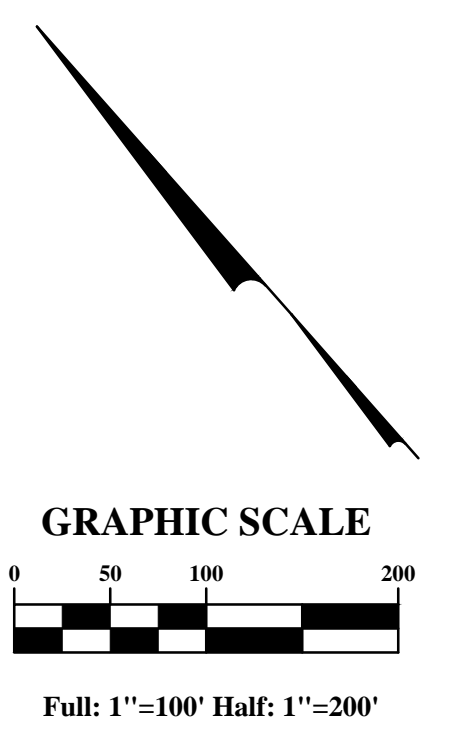
OFFSITE PUBLIC ROAD:
SITE AREA: ± 0.4 AC.

SOIL LEGEND

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

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

PLAN SET DATE
March 2020



MARK	DATE	DESCRIPTION

HomeWood
More home for the money.

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

EMHT
E.M.H.T. Inc.
5000 New Albany Road, Columbus, OH 43264
Phone: 614.775.5500 Fax: 614.775.3656
emht.com

DATE	March 2020
SCALE	1" = 100'
JOB NO.	2020-0319
SHEET	1/1

J:\20200319_Dwg\Sheets\SketchPlan\20200319-SketchPlan-01.dwg, Last Saved By: Brown, Patricia, 3/27/2020 11:11 AM, Last Printed By: Brown, Patricia, 3/27/2020 11:11 AM
 J:\20200319_Dwg\Sheets\SketchPlan\20200319-SketchPlan-01.dwg, Last Saved By: Brown, Patricia, 3/27/2020 11:11 AM, Last Printed By: Brown, Patricia, 3/27/2020 11:11 AM

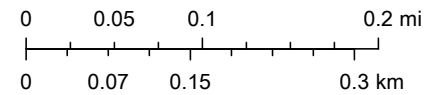
City Viewer



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

- | | | | |
|------------------|---------------------------------------|----------------------------|------------------------|
| City Buildings | Marysville Municipal Pool | Police and Court Facility | Water Processing Plant |
| City Hall | Marysville Water Reclamation Facility | Public Service Center | Schools |
| Fire Station 271 | Oakdale Cemetery Administration | Wastewater Treatment Plant | |

1:9,028



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

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



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

April 18, 2023

Homewood Corporation* **
c/o Tom Tolbert
2700 E. Dublin-Granville Road, Suite 300
Columbus, OH 43231
ttolbert@homewoodcorp.com

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

Dear Mr. Tom Tolbert:

The Executive Committee of the Logan-Union-Champaign Regional Planning Commission met in formal session on April 13, 2023, and reviewed the Amended Preliminary Plat for Jerome Park, Jerome Township, Union County.

The LUC Executive Committee moved a motion to accept the Zoning & Subdivision Committee recommendation of **APPROVAL WITH CONDITIONS** of the Jerome Park – Amended Preliminary Plat.

The recommendation was approval of the Jerome Park – Amended Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulations requirements, shall be incorporated into the Construction Drawings and Final Plat. This includes a condition to remove or appropriately relabel the access easements shown in Subarea C (§406; §408, 3.). The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.

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

Note: Approval of this Amended Preliminary Plat expires in April 2025. Therefore, it is necessary for you to apply in March 2025 to be placed on the April 2025 LUC meeting agendas to request extension.

Sincerely,

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

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

Cc: File
**EMH&T – Patricia Brown pbrown@emht.com & Dan Bruin dbruin@emht.com & Chase Polen cpolen@emht.com
* OhioHealth Corporation 10220 US 42 Marysville, OH 43034
* OhioHealth Corporation 0 US 42 Marysville, OH 43034
* Homewood Corporation 0 Industrial Parkway Plain City, OH 43064
* Casto 0 Industrial Parkway Plain City, OH 43064
* **Jerome Township Trustees – c/o Robert Caldwell, Fiscal Officer
* **Jerome Township Zoning Commission – c/o Zoning Secretary
**Jerome Township Zoning Inspector – Eric Snowden
**Union County Engineer's Office – Luke Sutton
**City of Marysville – Kyle Hoyng

* Via 1st Class Mail 04-18-2023
**Via Email 04-18-2023



Logan-Union-Champaign
regional planning commission

Staff Report – Jerome Park

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

Staff Analysis:	<p>This Amended Preliminary Plat involves 82.87 acres of land and proposes 45 lots (<i>was 48 lots</i>) distributed among five subareas.</p> <p>Subareas & Acreages</p> <ul style="list-style-type: none"> ○ Subarea A proposes an office park and totals 34.63 acres. ○ Subarea B proposes commercial and totals 4.57 acres. ○ Subarea C proposes attached residential (multi-family) and totals 15.61 acres (<i>was 15.55 acres</i>). ○ Subarea D proposes detached single-family residential and totals 13.33 acres (<i>was 13.43 acres</i>). ○ Subarea E proposes attached residential (multi-family) and totals 7.30 acres. ○ 7.43 acres in right of way (<i>was 7.39 acres</i>) ○ 17.29 acres in open spaces (distributed within subareas) <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ Public water line with private services (City of Marysville) ○ Public sanitary sewer (City of Marysville) <p>Preliminary Plat:</p> <ul style="list-style-type: none"> ○ The Preliminary Plat was originally approved in May 2020. The first Amended Preliminary Plat was
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approved in November 2021. This is the **second** Amended Preliminary Plat.

- **According to the applicant's engineer, roadway realignment (Foraker Drive) resulted in changes to the Plat.**

• **Union County Engineer's Office**

- The Union County Engineer's Office submitted comments in a letter dated 11-04-21. The Engineer's Office recommended approval subject to modifications and recommendations addressed in the Construction Drawings or resolved as indicated. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

1. Various TIS and updates have been submitted for this development as well as adjacent properties impacted by this development's infrastructure. These are under review by the Engineer's Office and ODOT. Further improvements or contributions towards improvements may be required pending the results of these reviews.
2. There is currently an ODOT project in design to upgrade the intersection at US 42 and Industrial Parkway. Based on the results of these traffic studies, further coordination will be required on the construction of necessary improvements triggered by this development, right-of-way dedication, and funding.
3. An access plan to serve the parcels abutting US 42 and approved by ODOT will be required to be shown on the engineering drawings. It was made clear that discussions were ongoing on providing new access/modified access all parcels abutting US 42 between US 33 and Industrial Parkway.
4. Individual intersection analysis will be required for access to all sub areas to determine the requirement for local intersection improvements (i.e. turn lanes).
5. Provide all environmental assessment and permitting documentation to our office.
6. Provide information regarding master trails and development-maintained fencing/landscaping.



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

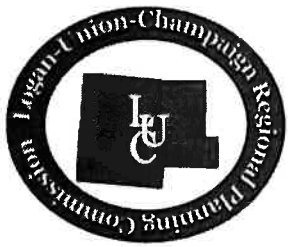
7. Basins are required to be constructed to OEPA standards, including appropriate sizing for micropools and forebays.
8. Provide minimum 15' wide berm sloped at 10% or less around basins.
9. All stormwater infrastructure and drainage easements will be reviewed in more detail during the Construction Drawing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

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

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

• **Union County Health Department**

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



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

1. "All efforts should be made to provide a point of connection (via easements and/or services lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS)."
2. "Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
3. "If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS."

•City of Marysville

- The City of Marysville submitted comments in an email dated 11-03-21 and additional comments in an email dated 04-05-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. Provide additional 20' utility easement adjacent to proposed right-of-way of Industrial Parkway along entire frontage of this subdivision.
 2. Provide 20' utility easement adjacent to right-of-way on US 42 along entire frontage of this subdivision.
 3. Provide 20' utility easement adjacent to right-of-way on US 33 along entire frontage of this subdivision.
 4. Depending on depth of the sanitary sewer, the width of related utility easements is 25-30'. Please revise accordingly.
 5. The City provided comments to the Developer during Sketch Plan and Engineer Plan submittals (April/May 2021). These have not been addressed by the Developer:
 1. Due to extensive l/l issues and poor condition of the private sanitary sewer, existing private line in A-2 and A-4 must be removed from the



MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.

2. Private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City.
3. The remainder of the private system will be required to be removed with the development of future phases (A-1).
4. Ensure proper separations between water and sanitary along Rhodes Center Drive.
6. Extend 20' utility easement through Subarea D along Foraker Drive beyond Lot 11.
7. Provide 25' Utility Easement through Subarea A-6 for the proposed sanitary sewer as shown on the Construction Drawings.
8. The City provided Utility Easement language for utility easements.

• **Jerome Township**

- The Township submitted comments in a letter dated 03-30-23. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
 1. The proposed Preliminary Plat complies with the Preliminary Development Plan. An approved Development Plan will be required prior to the establishment of any use or construction of any improvement and for Zoning Staff to provide a letter of compliance with the zoning regulations at the Final Plat stage.

• **ODOT District 6**

- No comments received as of 04-05-23.

• **Union Rural Electric**

- URE submitted comments in a letter dated 11-08-21. (Please refer to the letter for comments.)

• **AES Ohio (formerly DP&L)**

- No comments received as of 04-05-23.



• **LUC Regional Planning Commission**

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



Logan-Union-Champaign regional planning commission

Staff Report – Jerome Park

	<p>9. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).</p> <p>10. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).</p> <p>11. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).</p>
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Staff Recommendations:	Staff recommends APPROVAL of Jerome Park – Amended Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. This includes a condition to remove or relabel the access easements appropriately shown in Subarea C (§406; §408, 3.). The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat <i>prior</i> to submittal.
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Z&S Committee Recommendations:	The Zoning & Subdivision Committee recommends APPROVAL of the Jerome Park – Amended Preliminary Plat with the condition that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulations requirements, shall be incorporated into the Construction Drawings and Final Plat. This includes a condition to remove or appropriately relabel the access easements shown in Subarea C (§406; §408, 3.). The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat <i>prior</i> to submittal.
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Brad Bodenmiller

From: Brown, Patricia <pbrown@emht.com>
Sent: Tuesday, April 11, 2023 8:23 AM
To: Brad Bodenmiller
Cc: Tom Tolbert; Bruin, Daniel; Polen, Chase; laura@comeklaw.com
Subject: RE: Jerome Park Amended Prelim Plat - Access Easement + Lot Line
Attachments: Exhibit - Sheet 4.png

Morning, Brad!

Please see my responses below in red. Thanks!

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

Trish Brown, PE (OH)

Senior Project Manager/Associate



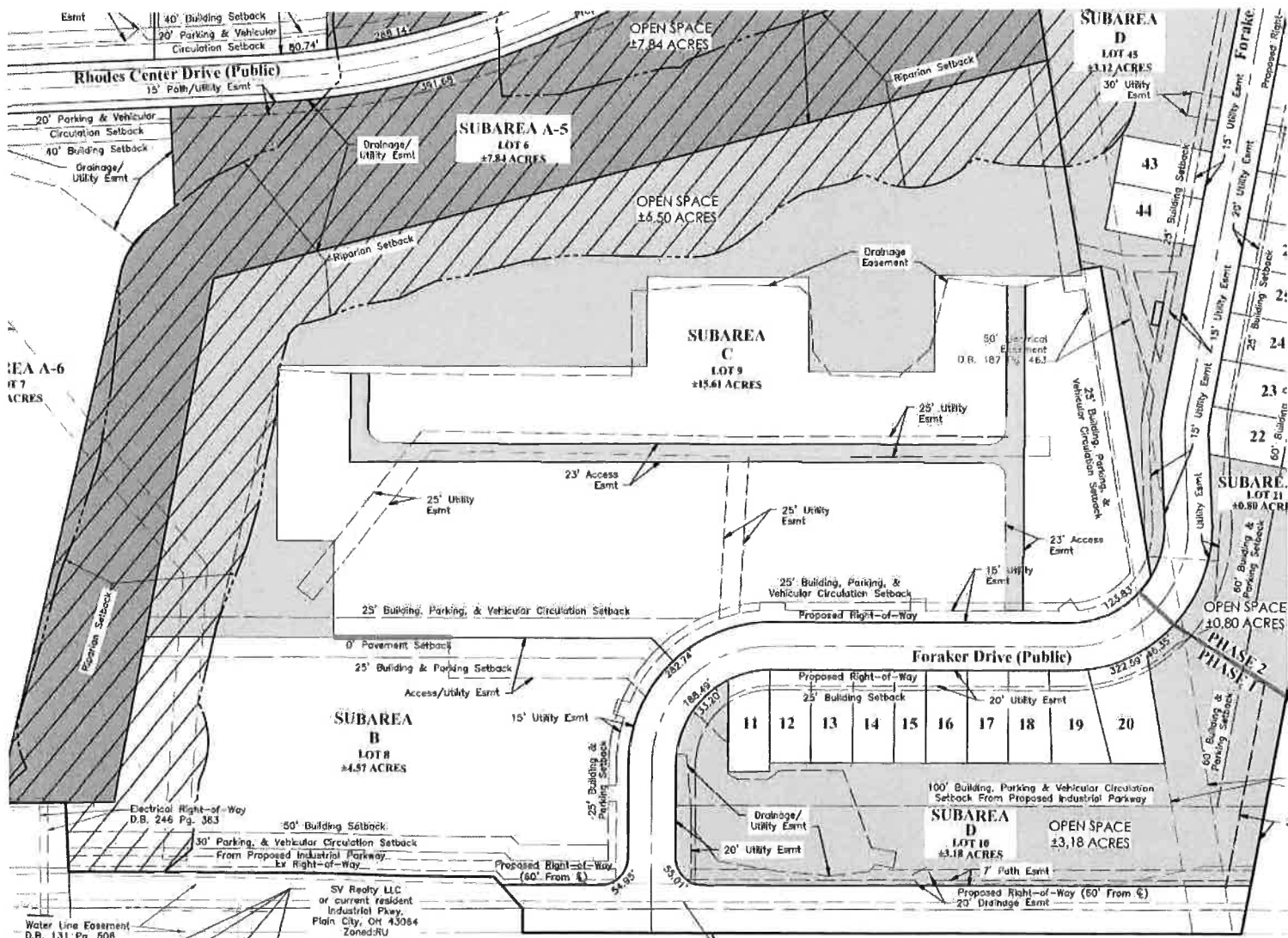
EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054
v. 614.775.4396 | f. 614.775.4804 | pbrown@emht.com
emht.com

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, April 11, 2023 7:39 AM
To: Brown, Patricia <pbrown@emht.com>
Cc: Tom Tolbert <ttolbert@homewoodcorp.com>
Subject: Jerome Park Amended Prelim Plat - Access Easement + Lot Line

Trish,

Thanks for your time on the phone yesterday afternoon. Can you confirm two things for me on the attached exhibit?

1. Please confirm the **purpose** of the Access Easement shown in pink (from Sheet 4 of the Plat) and how you intend to **label** it on the Final Plat? If you recall, a general Access Easement—functioning as a private road—would require variance approvals before we could act on the Plat. Based on our conversation yesterday, I think you plan to relabel it as drainage, utility, or drainage/utility easement. I would be OK with recommending approval with conditions provided you commit to relabeling the easement to drainage, utility, or drainage/utility easement like you've done on other locations on the Plat. **Correct, DCEO requested an "access" easement across Subarea C parcel to access the stormwater basins. However, it is intended the "access" easement is for their use only. Therefore, we would intend to label the easement as "drainage/utility access easement". The plat language would be similar to this on the final plat.**
 - i. **An easement is hereby reserved over the area of land designated on this plat as "Drainage/Utility Access Easement" for vehicular traffic by all applicable governmental entities for the purpose of constructing, operating and maintaining major stormwater drainage facilities. Easement areas shown heron outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.**



Brad Bodenmiller

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

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

Thanks,

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



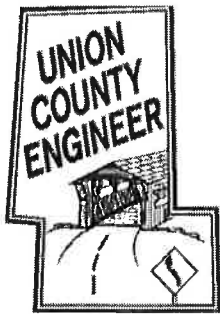
From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Friday, April 7, 2023 1:20 PM
To: Luke Sutton <lsutton@unioncountyohio.gov>
Subject: Jerome Park Amended Preliminary Plat - Comments

Luke,

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

Bradley Bodenmiller

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



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

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

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

November 4, 2021

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

Re: Jerome Park – Preliminary Plat Review

Brad,

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

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

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Bill Narducci, PE
Assistant County Engineer

Fred Slota, CBO
Chief Building Official

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

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

Bill Narducci

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

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

Brad Bodenmiller

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

Yes. It is approved

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



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

Is this approved?

Bradley Bodenmiller

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

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

Luke,

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

Bradley Bodenmiller

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

Brad Bodenmiller

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

Yes. It is approved.

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



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

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

Thanks, Joseph. To be clear, is the Preliminary Drainage Plan still approved? (Asking since this is an Amended Preliminary Plat.)

Bradley Bodenmiller

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

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Tuesday, April 4, 2023 1:25 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

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

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



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

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

Good evening,

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

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

Bradley Bodenmiller

Director | LUC Regional Planning Commission

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

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

Brad Bodenmiller

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

Brad,

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

Thanks!

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

Brad Bodenmiller

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

Brad,

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

Jerome Park - Amended Preliminary Plat

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

Utility Easements

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

Chad Ritzler

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



Brad Bodenmiller

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

Brad,

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

Jerome Park - Preliminary Plat

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

Jerome Village, VN-11 - Preliminary Plat

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

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

Kyle Hoyng, P.E.

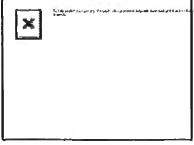
City Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7358 (office)





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

Jerome Township Zoning Department

March 30, 2023

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

Re.: Jerome Park – Amended Preliminary Plat

Dear Mr. Bodenmiller,

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

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

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

Sincerely,

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

Brad Bodenmiller

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

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

Thanks,
Ed Peper
Engineer II

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

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

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


Ed,

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

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



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

Your Touchstone Energy® Cooperative 

November 8th, 2021

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

RE: UREC comments for Jerome Park – Preliminary Plat

Brad,

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

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

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

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

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

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

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

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

Regards,

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



Engineers, Surveyors, Planners, Scientists

Transmittal

TO:

FROM:

Bradley Bodenmiller Director LUC Regional Planning Commission 10820 State Route 347 East Liberty, Ohio 43319 (937) 666-3431	Name:	Patricia Brown
	Date:	June 22, 2023
	Job No.:	2020-0319
	Subject:	Jerome Park Preliminary Plat

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

Sharefile Other online file storage: _____

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

Copies	Number of sheets	Description / Filenames
14	14	Preliminary Plat – Full Size
1	2	Preliminary Plat Application
1	2	Preliminary Plat Review Checklist
1	64	DRAFT – Residential Deed Restrictions
1	1	Utility Feasibility Summary
1	5	Utility Feasibility Responses (Columbia Gas, Union Rural Electric, and City of Marysville)
1	1	Soils Letter
1	1	Statement of Development
1	28	Approved Development Text
1	-	Review Fee Check - \$648.75
1	-	CD with Submitted Documents
1	25	Jerome Park Preliminary Plat Approval Letter 2023

These are transmitted as checked below:

For Approval For Your File As Requested For Review and Comment
 For Execution/Signatures [Other]

Remarks:

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

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

For EMH&T: Patricia A. Brown
Patricia A. Brown, PE
Senior Project Manager/Associate

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



Engineers, Surveyors, Planners, Scientists

June 22, 2023

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

Subject: Jerome Park Preliminary Plat

Dear LUC Regional Planning Commission,

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

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

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

Sincerely,

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

Patricia A. Brown, PE
Associate/Senior Project Manager

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

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



Engineers, Surveyors, Planners, Scientists

June 22, 2023

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

Subject: Jerome Park Preliminary Plat

Dear LUC Regional Planning Commission,

We are pleased to submit the preliminary plat for Jerome Park. The site is approximately 83.0± acres located east of US 42 and north of Industrial Parkway in Jerome Township, Union County. The development will contain single-family residential, multi-family residential, commercial, office park, and associated parking infrastructure. The single-family residential lot will have 33 lots and the multi-family residential lots will have 221 units.

The roadway of Rhodes Center Drive at the connection to US 42 was shifted 14' to the north. The roadway shift occurred from station 3+15 to the west. Due to the roadway shift, the site acreage changed from 82.9± to 83.0± acres. The overall right-of-way acreage changed from 7.4± to 7.5± acres.

The modification of the realignment of Rhodes Center Drive impacts are minimal. It does not affect any original lots from the preliminary plat. Therefore, the fee has been calculated based upon the acreage impacted.

If you have any questions or require additional information, please do not hesitate to contact me directly at pbrown@emht.com or (614) 775-4396.

Sincerely,

A handwritten signature in blue ink that reads "Patricia A. Brown".

Patricia A. Brown, PE
Associate/Project Manager

J:\20200319\Correspondence\Submittals\Preliminary Plat\2023-06-22 (Amended #3 1st Submittal)\Working Folder\2023-06-22-JeromePark-LUC-StatementofDevelopment-Ltr.docx

If enclosures are not as noted, kindly notify us at once



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Note: If mailing plats, they must be sent to LUC's PO Box 219. If using a service, it's your responsibility to follow-up and ensure that LUC has received your submittal. Delivery services such as UPS and Fed Ex do not generally deliver directly to LUC's office.

10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Application for Preliminary Plat Approval

Date: 06/22/2023

Name of Subdivision: Jerome Park

Location: East of US 42 and North of Industrial Parkway

Township: Jerome Township Military Survey: Virginia Military Survey 9736

Complete Parcel(s) Identification Number (PIN): 1.) 1400330510010, 2.) 1400330600000, 3.) 1500080080000, 4.) 1500080080030

Have ALL Sketch Plan review letters been obtained? YES (Engineer, SWCD, Board of Health)

Name of Applicant: Homewood Corporation

Address: 2700 E. Dublin-Granville Road, Suite 300

City: Columbus State: OH Zip: 43231

Phone: (614) 775-4396 Fax: (614) 898-7210 Email: bill@trinity-homes.com

Name of Owner of property to be subdivided: 1.-2.) OhioHealth Corporation, 3.) Homewood Corporation 4.) Casto

Address: 1.) 10220 US 42, 2.) 0 US 42 3.-4.) 0 Industrial Parkway

City: 1.-2.) Marysville, 3.-4.) Plain City State: OH Zip: 1.-2.) 43034 3.-4.) 43064

Phone: N/A Fax: N/A Email: N/A

Name of Applicant's Surveyor or Engineer: Patricia Brown, PE

Address: 5500 New Albany Road

City: Columbus State: OH Zip: 43054

Phone: (614) 775-4396 Fax: (614) 775-4804 Email: pbrown@emht.com

Proposed Acreage to be Subdivided: 82.95

Current Zoning Classification: PD- Planned District

Proposed Zoning Changes: N/A

Proposed Land Use: N/A

Development Characteristics

Number of proposed lots: 45 Typical lot width (feet): Varies

Number of proposed units: 257 Typical lot area (sq. ft.): Varies

Single Family Units: 36 Multi-Family Units: 221

Acreage to be devoted to recreation, parks or open space: 17.29



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: Pedestrian Walks/Paths

Do you propose deed restrictions? (If yes, attach a copy): Yes X No

1. Proposed method of Supplying Water Service: Public waterline w/ private services (City of Marysville)

2. Proposed method of Sanitary Waste Disposal: Public sanitary sewer (City of Marysville)
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: N/A
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	<u>Improvement</u>	<u>Installation</u>	<u>Guarantee</u>
a.	<u>Public sanitary sewer</u>		<u>Yes</u>
b.	<u>Public water/ private services</u>		<u>Yes</u>
c.	<u>Public/ private storm sewer</u>		<u>Yes</u>
d.	<u>Multifamily Residential Development</u>		<u>Yes</u>
e.	<u>Single Family Residential Development</u>		<u>Yes</u>

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Engineers, Surveyors, Planners, Scientists

Utility Feasibility Summary **Jerome Park**

Jerome Township, Union County, Ohio
06/22/23

The following is a summary of the proposed utilities:

Sanitary Sewer

The proposed development will utilize a system of underground sanitary sewers to provide service to each of the Subareas. The proposed sanitary sewer system will connect to the existing 18" and 24" sanitary sewer located along the southern property line on the north side of Industrial Parkway. The entire site acreage is tributary to this sanitary sewer. The proposed sanitary sewers will be designed to City of Marysville, Union County and Ohio EPA standards.

Water

The proposed development will utilize a system of underground water mains to provide service to each of the Subareas. The proposed water mains will connect to the existing water mains located at the south and west portions of the property. The southern connection will be to an existing 16" water main located along the north side of Industrial Parkway. The western connection will be to an existing 16" water main located along the east side of US 42.

Storm Water

Storm water management will be provided utilizing the proposed onsite basins located throughout the site. The basins will be designed to meet the water quality and detention requirements of Union County and the Ohio EPA. The proposed basins may be a combination of wet ponds, wetland basins, sand filters, bioretention basins and/or other infiltration bmp (i.e. pervious pavement) as necessary in order to meet the necessary groundwater recharge mitigation for the proposed development required by the Ohio EPA Big Darby Creek General Construction Permit. Final details for each basin will be provided at the time of final engineering. A storm sewer system will be constructed to collect and outlet storm water from the proposed development to the basins. The storm water basin facilities will outlet to the existing stream located within the site and ultimately to the existing storm culverts under Industrial Parkway along the south portion of the site. The proposed storm water system will be designed to meet the necessary requirements of Union County and the Ohio EPA.

Brad Bodenmiller

From: Bruin, Daniel <dbruin@emht.com>
Sent: Thursday, June 22, 2023 9:38 AM
To: Brad Bodenmiller
Cc: Brown, Patricia
Subject: RE: Submittal Questions

Brad,

Please see my responses below in **red**.

Thanks,

Dan Bruin, PE
Project Engineer



EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054
v. 614.775.4398 | dbruin@emht.com
emht.com

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, June 22, 2023 9:30 AM
To: Bruin, Daniel <dbruin@emht.com>
Cc: Brown, Patricia <pbrown@emht.com>
Subject: Submittal Questions

Dan,

Emily dropped-off your documents yesterday just before 4:00 PM. I skimmed them, and then looked more closely at the documents in the evening. I am seeking **four** points of clarification from you. I think an email reply can take care of it.

Statement of Development:

1. In paragraph 3, it reads no lots are affected and the fee was calculated based on the acreage impacted. However, the total acreage (area) impacted is not stated. In your April submittal, you had an additional sentence that read the number of lots/acres affected. Please confirm. (Last week, you told me it was 0.75 acres, which is why you gave me a check for \$648.75. I am hoping that acreage amount is correct, so we don't need an updated check.) **Confirmed, 0.75 acres is correct.**

Application:

2. The proposed land use reads "N/A". Please confirm the lands uses. On the Statement of Development, it reads the land uses are "single-family residential, multi-family residential, commercial, office park, and associated parking infrastructure". (That is what I am anticipating, and just need confirmation since the application has N/A.) **Confirmed, single-family residential, multi-family residential, commercial, office park, and associated parking infrastructure is correct.**
3. The number of "proposed units" reads 257. For the April submittal, the person who submitted it hand-wrote an update on the application; it was 254. Please confirm if it is 257 or 254. (I think it is 254 because 33 SF units + 221 MF units = 254.) **254 is correct.**

4. The number of proposed "Single Family Units" reads 36. For the April submittal, the person who submitted it hand-wrote an update on the application; it was 33. Please confirm if it is 36 or 33. (I think it is 33.) **33 is correct.**

That is it! I think I know the answers, just want to confirm with you to put with the documents. **Thanks for the review Brad!**

Bradley Bodenmiller

Director | LUC Regional Planning Commission

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319

P: (937) 666-3431 | www.lucplanning.com

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Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, April 5, 2023 4:39 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - April LUC Executive Meeting

Brad,

Here are the City of Marysville's comments for the agenda items at the April LUC Executive Meeting. Please let me know if you have any questions or concerns.

Jerome Park - Amended Preliminary Plat

1. Please extend 20' Utility Easement through Subarea D along Foraker Drive beyond Lot 11.
2. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway.
3. Please provide/show 25' Utility Easement through Subarea A-6 for the proposed sanitary sewer as shown in the Engineering Plans.
4. Please provide the following Utility Easement language:

Utility Easements

We the undersigned owners of the within platted land, do hereby grant unto City of Marysville Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, July 5, 2023 2:02 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - July LUC Executive Meeting

Brad,

Here are the City of Marysville's comments for the agenda items at the July LUC Executive Meeting. Please let me know if you have any questions or concerns.

Courtyards at Hyland Meadows (VN-13) - Preliminary Plat

1. Please provide and label a 20' Utility Easement flanking the right-of-way along the west side of Hyland-Croy Road and the south side of Blaney Road.
2. Please provide the following Utility Easement language:

We the undersigned owners of the within platted land, do hereby grant unto City of Marysville Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Farm at Indian Run - Final Plat

1. Please provide and label a 10" Utility Easement flanking the right-of-way for the waterline along the east side of Whitetail Way

Jerome Park - Amended Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.
2. Please include the following revised easement language (as referenced in the emails dated 4/12/23 and 4/13/23 between the City of Marysville, EMH&T, and Homewood):

We the undersigned owners of the within platted land, do hereby grand unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) a permanent right-of-way and easement under, over and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines,

sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas, unless otherwise approved by the City of Marysville. Said easement rights shall include the right, without liability therefore to remove trees, landscaping and permanent structures, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment and maintain service cables, and pipelines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Homestead at Scott Farms, Phase 1B - Final Plat

1. Please provide/show 10' Utility Easement flanking the right-of-way along the west side of Glenfield Avenue through lots 3 and 4

Industrial Parkway Data Center Campus - Final Plat

1. No comments

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)



Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Wednesday, November 3, 2021 4:24 PM
To: Brad Bodenmiller
Cc: Chad Green
Subject: Marysville Comments - November LUC Executive Committee Meeting

Brad,

Below are the City of Marysville's comments regarding the agenda items for the November 2021 LUC Executive Committee Meeting:

Jerome Park - Preliminary Plat

1. Please provide an additional twenty (20) foot utility easement adjacent to the proposed right-of-way on Industrial Parkway along the entire frontage of the Jerome Park development.
2. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 42 along the entire frontage of the Jerome Park development.
3. Please provide a twenty (20) foot utility easement adjacent to the right-of-way on US 33 along the entire frontage of the Jerome Park development.
4. Depending on the depth of the sanitary sewer, the minimum width of the utility easement for the sanitary sewer is twenty-five (25) to thirty (30) feet. Please revise the easement accordingly.
5. The City has provided the following comments to the Developer during our review of the applicants sketch plan and engineering plan submittals (April/May 2021) and have not been addressed by the Developer:
 1. Due to extensive I/I issues and the poor condition of the private sanitary sewer, the existing private line in sub-area A-2 and A-4 must be removed from the MH located on the Brunwood property and a new line placed and tied into the proposed public sanitary system.
 2. All private sanitary easements must be abandoned and new public Utility Easements must be in place before the sanitary system will be accepted by the City of Marysville.
 3. The remainder of the private system will be required to be removed with the development of future phases (A-1).
 4. Ensure proper separations between water and sanitary along Rhodes Center Drive. From 10 State Standards "Water mains shall be laid at least 10 feet horizontally from any existing or proposed gravity sanitary or storm sewer, septic tank, or subsoil treatment system. The distance shall be measured edge to edge."

Jerome Village, VN-11 - Preliminary Plat

1. The sanitary service is provided by Jerome Village Community Authority with treatment provided by the City of Marysville.
2. The water service provided by the City of Marysville.
3. Please label and dimension all easements on Sheets 4-8.
4. Please extend the 16-inch water main (and associated easement) along Ravenhill Pkwy to the northern property line.
5. Continue to work with the City of Marysville to determine if an 8-in water main loop from Heron Chase Ct to Ravenhill Pkwy is necessary.

Thanks and let us know if you have any additional questions or concerns. Have a good one.

Kyle Hoyng, P.E.

City Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7358 (office)





9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

July 10, 2023

LUC Regional Planning Commission
c/o Bradley J. Bodenmiller, Director
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Jerome Park – Amended Preliminary Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Preliminary Plat known as Jerome Park – Amended Preliminary Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

- 1) Resolution 19-136 was approved by the Board of Township Trustees to rezone the site to Planned Development District. The proposed Preliminary Plat complies with that preliminary development plan attached to case. Per Chapter 500 of the Jerome Township Zoning Resolution an approved detailed development plan will be required prior to the establishment of any uses or construction of any improvements, and for letter of compliance with the zoning regulations to be issued when the final plan is reviewed. An application for approval of a modified detailed development plan have been submitted and will be reviewed by the Township Zoning Commission. This note is simply to serve as a reminder.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee, and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Planning Coordinator
Jerome Township, Union County, Ohio

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 2:36 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Yes, the Preliminary Drainage Plan is approved.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov



please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, June 29, 2023 2:19 PM
To: Joseph Grove <jgrove@unioncountyohio.gov>
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Thanks, Joseph. To be clear, is the Preliminary Drainage Plan still approved? (Asking since this is an Amended Preliminary Plat.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 1:59 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Subject: RE: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Union Soil & Water has no comments for **Jerome Park – Amended Preliminary Plat**.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov



please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, June 27, 2023 8:41 PM

To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for Jerome Park - Amended Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy of Jerome Park – Amended Preliminary Plat**. Paper copies are being delivered/mailed.

Note: This is one of five subdivision distributions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com



**County Engineer
Environmental Engineer
Building Department**
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

November 4, 2021

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Jerome Park – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on June 27, 2023. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings or resolved as indicated.

1. Various traffic impact studies (TIS) and updates have been submitted for this development as well as adjacent properties impacted by the infrastructure to be constructed with this development. An infrastructure agreement will need to be entered into prior to approval of any construction drawings.
2. There is a backage road shown on this plat that is outside of the R/W. Is this future road to remain private? If not, the proposed layout should be shown on this plan.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals, including but not limited to final construction documents. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.
Union County Engineer

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, July 7, 2023 4:53 PM
To: Brad Bodenmiller
Subject: Re: Jerome Park Amended Preliminary Plat - Layout & Design

Yes, it is approved

On Jul 7, 2023, at 4:48 PM, Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Luke,

Good afternoon! Is the layout and design of the lots, streets, and other improvements for the **Jerome Park – Amended Preliminary Plat** approved? I am re-asking this question because the application mentions one of the roads has moved.

Bradley Bodenmiller


Director | LUC Regional Planning Commission

P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319

P: (937) 666-3431 | www.lucplanning.com



15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
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Your Touchstone Energy® Cooperative 

July 6th, 2023

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty Ohio 43319.

RE: UREC comments for Jerome Park – Preliminary Plat

Brad,

Noted comments per electronic drawings received June 28th, 2023. Drawing set of 14 sheets issued Preliminary Plat Jerome Park:

- 1) Page 1-3 no comments
- 2) Page 4
 - a) URE and AES territorial split required for SUBAREA A-1
 - URE is aware of Ohio Health Medical Facility on Lot 1 Subarea A-1.
 - URE will require a 20 ft easement on the property line for underground electric facilities, between Subarea A-1 and A-2 and along Rhodes Center Drive. An easement can be 10 ft if adjacent to another 10 ft utility easement.
 - b) SUBAREA A-2
 - URE will require a 20 ft easement for underground electric facilities, between Subarea A-1 and A-2, along Rhodes Center Drive and along the rear of Lot 2 Subarea A-2. An easement can be 10 ft if adjacent to another 10 ft utility easement.
 - c) URE service territory for SUBAREA A-3
 - URE will require a 20 ft easement for underground electric facilities, between Subarea A-3 and Subarea E along Rhodes Center Drive and along the rear of lot 3 Subarea A-3. An easement can be 10 ft if adjacent to another 10 ft utility easement.
 - d) URE and AES territorial split required for SUBAREA B
 - URE will require a 20 ft easement for underground electric facilities along Foraker Drive. An easement can be 10 ft if adjacent to another 10 ft utility easement.
 - e) URE and AES territorial split required for SUBAREA C
 - This section is multi-tenant buildings.
 - URE will require 20 ft easements for underground electric facilities, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - f) URE service territory for SUBAREA D
 - This section is single family buildings.

- URE will require 20 ft easements for underground electric facilities along the front or rear lot lines and along Rhodes Center Drive, easement can be 10 ft if adjacent to another 10 ft utility easement.
 - URE will need to know service sizes.
 - Does the developer prefer front or rear lot services?
- g) URE service territory for SUBAREA E
- URE will require a 20 ft easement for underground electric facilities, between Subarea A-3 and Subarea E and along Rhodes Center Drive. An easement can be 10 ft if adjacent to another 10 ft utility easement.

3) Page 5

- a) 33 residential lots
- b) URE will require 20 ft easements for underground electric facilities along the front or rear lot lines and along Rhodes Center Drive, easement can be 10 ft if adjacent to another 10 ft utility easement.
- c) service to be rear lot or front lot?

4) Page 6-9

- a) URE will require 20 ft easements for underground electric facilities along the front or rear lot lines, easement can be 10 ft if adjacent to another 10 ft utility easement.

5) Page 10-11

- a) No comments

6) Page 12

- a) Comments are the same as page 4 comments.

Page 13

- a) Comments are the same as page 4 comments.

7) Page 14

- a) Comments are the same as page 4 comments.

General comments: Development must comply with URE's Terms and Conditions for Supplying Electric Service.

Electric easement must be platted and shown on final plat plans.

Do not place easement area over building setbacks, adjacent to is acceptable.

Utility Easement for URE electric facilities will be joint use for phone, cable or other private communication entities (fiber).

Street crossing and adjacent property paths to be determined when facilities layout is completed.

Still need to work with developer to complete UREC electrical facility layout.

Regards,

Brent Ransome
 Manager of Engineering Services
 Union Rural Electric Cooperative, Inc.
 15461 US Hwy 36
 Marysville, Ohio 43040

Direct: (937) 645-9241



Applicant:	<p>Epcon Hyland Meadows LLC c/o Bryan Dougherty 500 Stonehenge Parkway Dublin, OH 43017 bdougherty@epconcommunities.com</p> <p>Terrain Evolution, Inc. c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com</p>
Request:	Approval of The Courtyards of Hyland Meadows AKA Village Neighborhood, Section 13 (VN-13) – Preliminary Plat.
Location:	Located between Hyland-Croy Road and Ewing Road + between Ravenhill Parkway and Harriott Road in Jerome Township, Union County.

Staff Analysis:	<p>This Preliminary Plat involves 30.680 acres of land and proposes 110 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none"> ○ 5.678 acres in right-of-way (private) ○ 18.637 acres in single-family residential lots ○ 6.365 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none"> ○ City of Marysville public water system ○ Jerome Village Collection and City of Maryville public sanitary sewer treatment <p>• Union County Engineer’s Office</p> <ul style="list-style-type: none"> ○ The Engineer’s Office submitted comments in a letter dated 07-07-23. <u>Some</u> of those comments are listed below and summarized for reference. (Please refer to letter for all comments.) <ol style="list-style-type: none"> 1. Three variances were applied for and accepted by the County Commissioners. Two were from the Technical Design Standards. One was from the Subdivision Regulations—block length. 2. The majority of infrastructure within this development will be privately owned and
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	<p>maintained. The Engineer's Office recommends establishing an infrastructure ownership table to clarify responsibilities of all right-of-way, roads, utilities, stormwater infrastructure, etc.</p> <ol style="list-style-type: none">3. Provide information regarding any master trails and/or Jerome Village/HOA maintained fencing/landscaping in the Construction Drawings.4. All stormwater infrastructure will be reviewed in more detail during the final Construction Drawing review process.5. Provide detailed Construction Drawings to private utility providers. <ul style="list-style-type: none">• Union County Soil & Water Conservation District<ul style="list-style-type: none">○ In an email dated 06-29-23, the District advised it had no comments.• Union County Health Department<ul style="list-style-type: none">○ No comments received as of 07-05-23. Standard comments from the Health Department are below:<ol style="list-style-type: none">1. “All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS).”2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department.”3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”
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Staff Report – The Courtyards of Hyland Meadows AKA VN-13

	<ul style="list-style-type: none">•City of Marysville<ul style="list-style-type: none">○ The City submitted comments in an email dated 07-05-23. <u>Some</u> of the submitted comments are listed below and summarized for reference. (Please refer to email for all comments.)<ol style="list-style-type: none">1. Please provide + label a 20’ Utility Easement, flanking the right-of-way, along the west side of Hyland-Croy Road and the south side of Blaney Road.2. The City provided Utility Easement language for utility easements.•Jerome Township<ul style="list-style-type: none">○ No comments received as of 07-05-23.•ODOT District 6<ul style="list-style-type: none">○ No comments received as of 07-05-23.• Ohio Edison<ul style="list-style-type: none">○ No comments received as of 07-05-23.• LUC Regional Planning Commission<ol style="list-style-type: none">1. Sheet 1: The Infrastructure Ownership note references GPN-13 (§320).2. Easements for water and sewer must be a minimum of 20’ and 10’ for other utilities (§313, 12.; §414).3. Note: All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas (§323, 7.).4. A letter from Jerome Township certifying that the Final Plat conforms with the Township’s zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).5. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330).
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Staff Recommendations:	Staff recommends <i>APPROVAL WITH CONDITIONS</i> of The Courtyards of Hyland Meadows AKA VN-13 – Preliminary Plat with the <i>conditions</i> that all comments/modifications from LUC and reviewing agencies,
------------------------	---



Staff Report – The Courtyards of Hyland Meadows AKA VN-13

	related to Subdivision Regulations requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat <i>prior</i> to submittal.
--	--

Z&S Committee Recommendations:	
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Application for Preliminary Plat Approval

Date: _____

Name of Subdivision: _____

Location: _____

Township: _____ Military Survey: _____

Complete Parcel(s) Identification Number (PIN): _____

Have **ALL** Sketch Plan review letters been obtained? _____ (Engineer, SWCD, Board of Health)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Number of proposed lots: _____ Typical lot width (feet): _____

Number of proposed units: _____ Typical lot area (sq. ft.): _____

Single Family Units: _____ Multi-Family Units: _____

Acreage to be devoted to recreation, parks or open space: _____



Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: _____

Do you propose deed restrictions? (If yes, attach a copy): Yes ____ No ____

1. Proposed method of Supplying Water Service: _____

2. Proposed method of Sanitary Waste Disposal: _____
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: _____
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"		
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.		
3	Location by section, range, and township or Virginia Military Survey (VMS).		
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.		
5	Date of survey.		
6	Scale of the plat, north point, and date.		
7	Boundaries of the subdivision and its acreage.		
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.		
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.		
10	Zoning classification of the tract and adjoining properties.		
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.		
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.		
13	Layout, names and widths of proposed streets and easements.		
14	Building setback lines with dimensions.		
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.		
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.		
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.		



18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		
----	---	--	--

Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.		
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.		
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.		
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.		
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.	N/A	
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.	N/A	
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.		
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		

OWNER/DEVELOPER
 EPCON COMMUNITIES
 ATTN: BRYAN DOUGHERTY
 500 STONEHEDGE PARKWAY
 DUBLIN, OH 43017
 P: 614-652-3215

SURVEYOR
 CESO
 ATTN: STEVE CLUTTER
 175 MONTROSE WEST AVE, SUITE 400
 AKRON, OHIO 44321
 P: 330-842-9061
 E: CLUTTER@CESOINC.COM

THE COURTYARDS OF HYLAND MEADOWS

VIRGINIA MILITARY SURVEY (VMS) 3005 JEROME TOWNSHIP, UNION COUNTY, OHIO

JUNE, 2023

BENCH MARKS
SOURCE
 FRANKLIN COUNTY ENGINEERING DEPARTMENT MONUMENT 04-0087. ELEV.=998.117 (NAVD 88)

UNION COUNTY BM
 1.2 MILES SOUTH ALONG STATE HIGHWAY 38 FROM THE SOUTH CORPORATION LIMIT OF MARYSVILLE, UNION COUNTY AT THE JUNCTION OF A ROAD LEADING WEST, 33.9' WEST OF THE CENTERLINE OF STATE HIGHWAY 38, 23.8' SOUTH OF THE CENTERLINE OF THE ROAD, 3.0' SOUTH OF A FENCE CORNER POST AND ABOUT 4' LOWER THAN THE HIGHWAY. A UNITED STATES GEOLOGICAL SURVEY STANDARD DISK, STAMPED 1022 AND SET IN THE TOP OF A CONCRETE POST. ELEV.=1019.61 (NAVD 88)

BM#101
 IRON PIN SET IN THE GROUND, 32'± EAST OF THE CENTERLINE OF JEROME ROAD, 1650'± SOUTH OF CENTERLINE OF BLANEY ROAD, 2910'± NORTH OF CENTERLINE OF HILL ROAD.
 N40°11'24.79", W83°10'49.00"
 ELEV.=962.96 (NAVD 88)

BM#106
 IRON PIN SET IN THE GROUND, NORTHEAST OF FUTURE RAVENHILL PARKWAY AND HYLAND-CROY ROAD ROUNDABOUT.
 N40°11'02.65", W83°11'24.36"
 ELEV.=967.05 (NAVD 88)

BM#201
 IRON PIN SET ON WEST SIDE OF US42, 1933'± SOUTH OF RAVENHILL PARKWAY INTERSECTION, 40' WEST OF US42 CENTERLINE.
 N40°10'58.88", W83°12'36.09"
 ELEV.=974.78 (NAVD 88)

BM#202
 IRON PIN SET ON SOUTH SIDE OF RAVENHILL PARKWAY, 1380'± WEST OF SMOKETREE DRIVE INTERSECTION, 21' SOUTH OF RAVENHILL PARKWAY CENTERLINE.
 N40°10'57.54", W83°11'55.75"
 ELEV.=968.03 (NAVD 88)

BM#203
 IRON PIN SET ON NORTH SIDE OF HARRIOTT ROAD, 1430'± EAST OF US42 INTERSECTION, 9' NORTH OF HARRIOTT ROAD CENTERLINE.
 N40°11'46.93", W83°11'32.70"
 ELEV.=965.78 (NAVD 88)

BM#204
 IRON PIN SET ON SOUTH SIDE OF HARRIOTT ROAD, 6'± WEST OF US42 INTERSECTION, 2' SOUTH OF HARRIOTT ROAD CENTERLINE.
 N40°11'45.06", W83°11'52.11"
 ELEV.=966.30 (NAVD 88)

STORMWATER MANAGEMENT
 THE STORMWATER MANAGEMENT CALCULATIONS ARE BASED ON THE CRITICAL STORM CALCULATION. DEVELOPED AREAS SHALL BE REQUIRED TO RELEASE THE CRITICAL STORM AND ALL LESSER STORMS AT A RATE NO GREATER THAN THE PREDEVELOPED ONE YEAR STORM EVENT. ALL STORMS OF GREATER INTENSITY THAN THAT OF THE CRITICAL STORM SHALL RELEASE AT THEIR RESPECTIVE PREDEVELOPED RATES PER UNION COUNTY REGULATIONS.

THE EXISTING LAND USE CONSISTS OF EXISTING FARM GROUND. THE TRIBUTARY AREAS FOR THIS STUDY ACCUMULATE AND DISCHARGE TO WET-EXTENDED DETENTION BASIN P-400. DESIGNED WITH EWING ROAD PHASE 2.

WATER QUALITY
 WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED WET-EXTENDED DETENTION BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC00005.

FLOODPLAIN
 THE DEVELOPMENT SITE IS LOCATED IN ZONE X, OUTSIDE OF 500-YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP, UNION COUNTY, OHIO, #39159C0380D, EFFECTIVE DATE DECEMBER 16, 2008.

OPEN SPACE
 OPEN SPACE TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF OPEN SPACE IS TO BE RESTRICTED TO NECESSARY STORMWATER MANAGEMENT FACILITIES, UTILITY EASEMENTS AND RECREATIONAL USE.

ZONING
 THE SITE IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) IN ACCORDANCE WITH THE PROVISIONS OF CASE #PD06-110.

VARIANCE
 VARIANCE TO UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 1, SECTION 101 - STREET DESIGN, PARTS H, I & J. PART H - HORIZONTAL ALIGNMENT TO DEVIATE FROM THE MINIMUM RADIUS OF 150 FEET. PART I - PAVEMENT WIDTH TO DEVIATE FROM THE 28' CROWNED CURB SECTION AND INSTALL A 26' CROSS SLOPED CURB SECTION FOR ALL THE PRIVATE STREETS WITHIN THE DEVELOPMENT. PART J - CURBS ARE TO BE VARIED FROM THE COUNTY STANDARD 2" CURB IN FAVOR OF A 1" CURB SECTION.

VARIANCE TO UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 2, SECTION 202 - RIGID PAVEMENTS - THE PROPOSED STREET SECTION IS 6" OF ROLLER COMPACTED CONCRETE, CAPPED WITH 1.5" OF SURFACE ASPHALT. WE REQUEST TO REMOVE THE 4" AGGREGATE BASE.

VARIANCE TO UNION COUNTY SUBDIVISION REGULATIONS, ARTICLE 4, SECTION 412 - BLOCKS FOR THE BLOCK BOUNDED BY STREET A, STREET B & STREET C AT 382 FT.

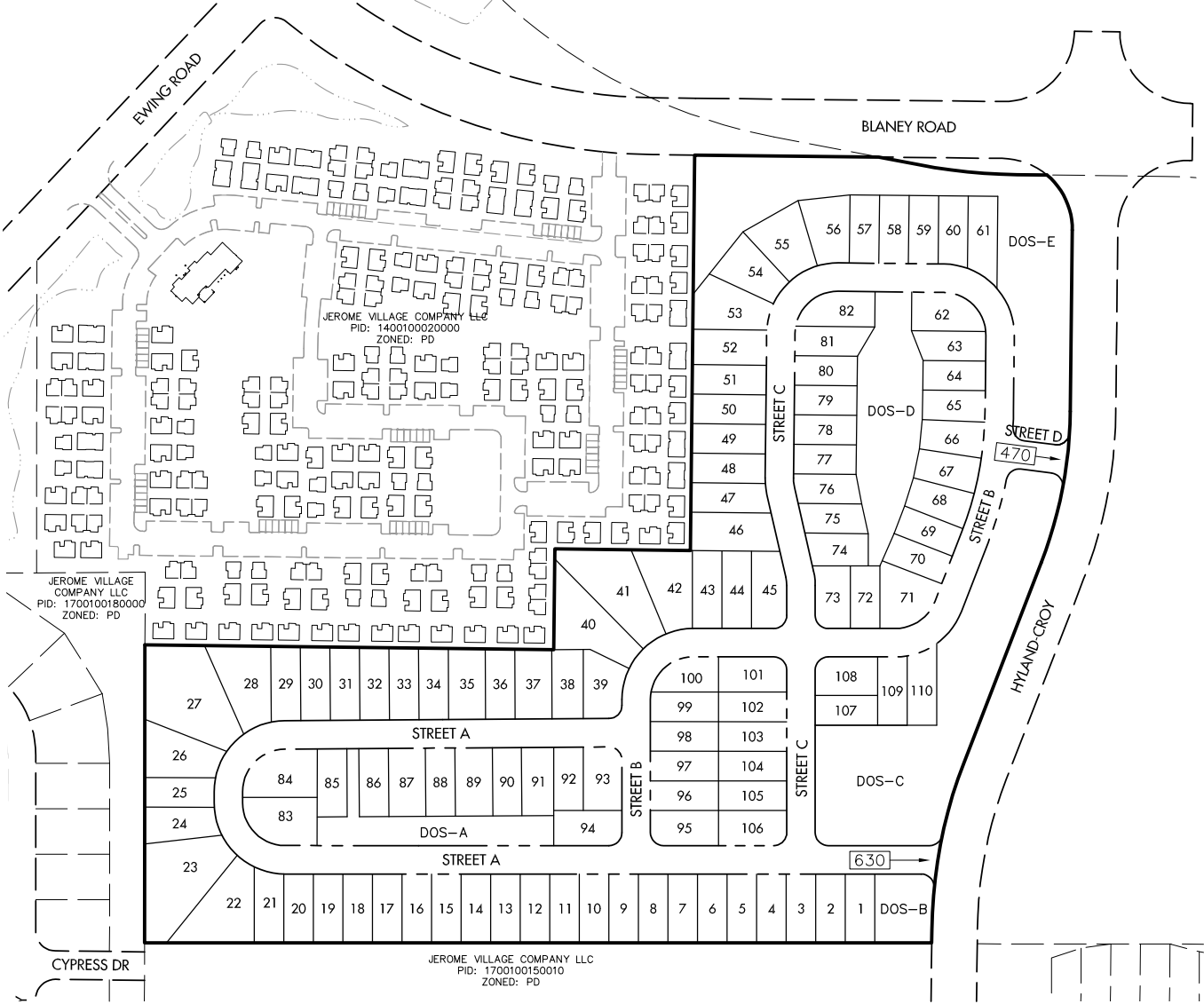
PREVIOUSLY GRANTED:
 VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT-OF-WAY WIDTHS TO ALLOW A 50' RIGHT-OF-WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306-09. DATED 6-11-09.

INFRASTRUCTURE OWNERSHIP
 RIGHT-OF-WAY IN GPN-13 IS TO BE OWNED AND MAINTAINED BY THE COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION. USE OF RIGHT-OF-WAY TO BE RESTRICTED TO NECESSARY VEHICULAR ACCESS, STORMWATER CONVEYANCE FACILITIES AND UTILITIES.

STORM SEWER WITHIN GPN-13 IS TO OWNED AND MAINTAINED BY COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION. POND AND OUTLET WILL BE ON MAINTAINED BY HOME OWNERS ASSOCIATION.

WATERLINE WITHIN GPN-13 IS TO OWNED AND MAINTAINED BY COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION.

PARKING
 NO PARKING EXCEPT AT DESIGNATED PARKING AREAS ARE PERMITTED WITHIN THE ROADWAYS.



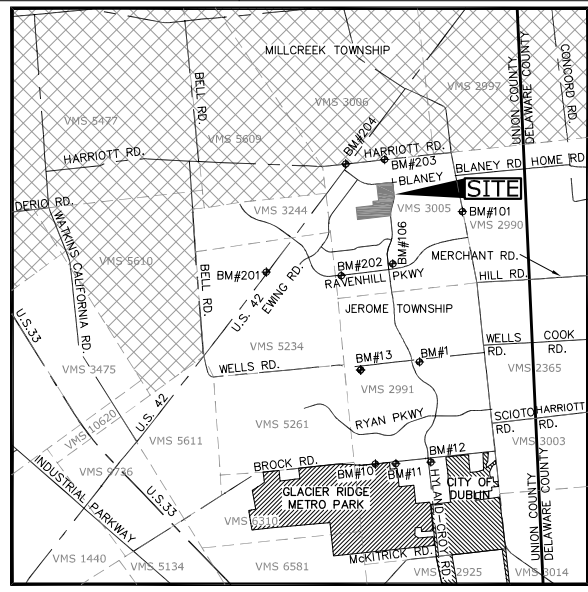
INDEX MAP
 SCALE: 1" = 150'

STANDARD DRAWINGS

THE FOLLOWING STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THIS PLAN:

- ODOT CB-3 MH-3
- COG 2319
- DCEO DCED-S168
- CITY OF MARYSVILLE WTR-01 WTR-03 WTR-05 WTR-08 WTR-09
- UNION COUNTY NO. 9

SURVEY DATA	
DESCRIPTION	BOUNDARY SURVEY DATE
SCHACHEBAUR	1/23/2007
MILLER	10/27/2006



LOCATION MAP
 SCALE: 1" = 400'

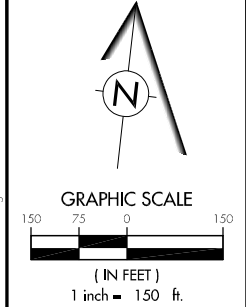
GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
NET (# LOTS/LOT AREA)	5.902
MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	52'
FRONT YARD SETBACK	VARIES
REAR YARD SETBACK	5'
SIDE YARD SETBACK	5'

DOS = DEDICATED OPEN SPACE

SHEET INDEX

- 1 COVER SHEET
- 2 TYPICAL SECTION & DETAILS
- 3 EXISTING CONDITIONS PLAN
- 4-5 PRELIMINARY PLAT
- 6 COMPOSITE UTILITY PLAN
- 7-11 PRELIMINARY STREET PLAN & PROFILE
- 12-13 GRADING PLAN
- 14 POST DEVELOPED STORMWATER MANAGEMENT PLAN
- 15-16 EROSION & SEDIMENT CONTROL PLAN



#	DATE	BY	REVISION	
			DESCRIPTION OF CHANGE	CHANGE ORDER SCHEDULE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

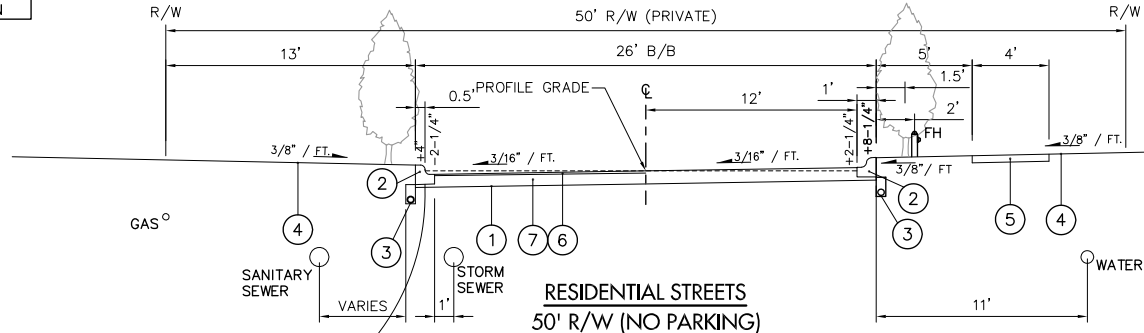
EPCON

THE COURTYARDS OF HYLAND MEADOWS

COVER SHEET

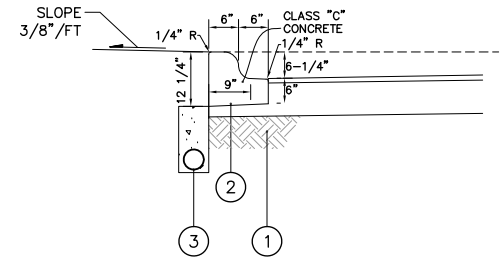
DRAWING SET STATUS:		
<input checked="" type="checkbox"/>	PRELIMINARY ENGINEERING SET	
<input type="checkbox"/>	AGENCY REVIEW SET	
<input type="checkbox"/>	CONSTRUCTION DOCUMENT SET	
<input type="checkbox"/>	AS-BUILT DOCUMENT SET	
DESIGN	DRAFT	CHECK
DCR	DCR	JPW
PROJECT NO.: 23-021		
DATE: JUNE, 2023		
SCALE: HORIZONTAL: 1" = 150' VERTICAL: N/A		
SHEET NO.: 1/16		

UTILITY LOCATIONS SHOWN IN TYPICAL SECTIONS ARE TYPICAL AND ACTUAL LOCATION MAY VARY PER PLAN

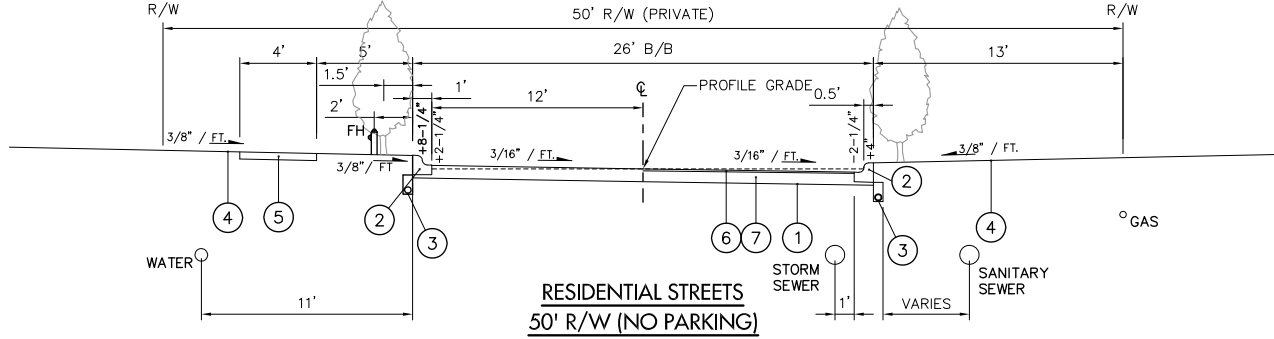


**RESIDENTIAL STREETS
50' R/W (NO PARKING)**

SCALE: 1"=5'
DESIGN SPEED = 30 MPH
POSTED SPEED = 14 MPH
STREET A
STREET C
STREET D
STREET B (STA 0+00.00 TO STA 6+29.08)



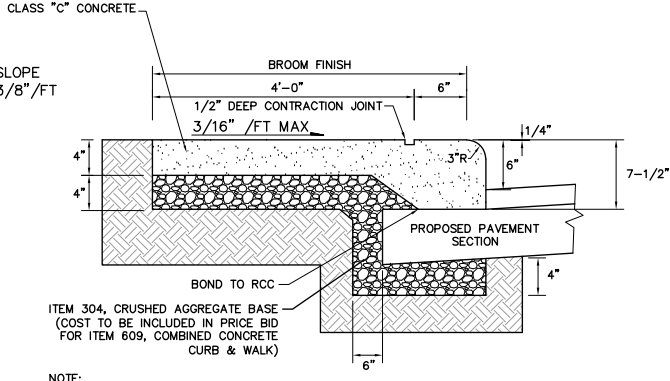
12" CONCRETE TILT OUT CURB
NOT TO SCALE
SEE TYPICAL SECTION FOR PIPE UNDERDRAIN LOCATION



**RESIDENTIAL STREETS
50' R/W (NO PARKING)**

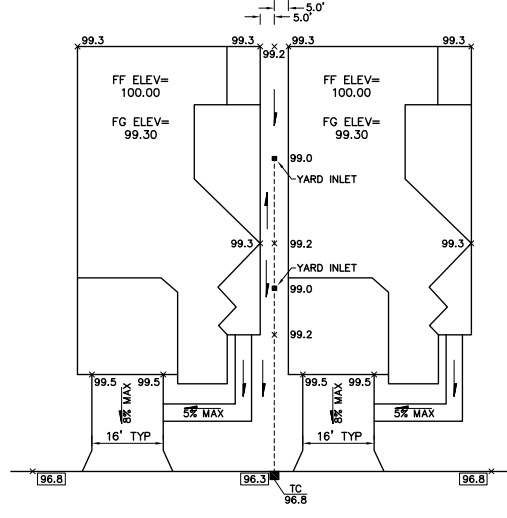
SCALE: 1"=5'
DESIGN SPEED = 30 MPH
POSTED SPEED = 14 MPH
STREET B (STA 6+29.08 TO STA 12+01.08)

- ① ITEM 204, SUBGRADE COMPACTION
- ② ITEM 609, 12" CONCRETE TILT OUT CURB
- ③ ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
- ④ ITEM 659, SEEDING & MULCHING
- ⑤ ITEM 608, 4" CONCRETE SIDEWALK
- ⑥ ITEM 441, 1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22 (448)
- ⑦ 6" ROLLER COMPACTED CONCRETE
SN = 3.52



STANDARD COMBINED CURB & SIDEWALK

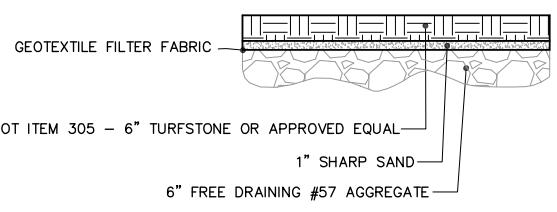
NOT TO SCALE
SEE NOTE "A", THIS SHEET



X XX.X PAVEMENT / GROUND ELEVATION
X XX.X TOP OF CURB ELEVATION

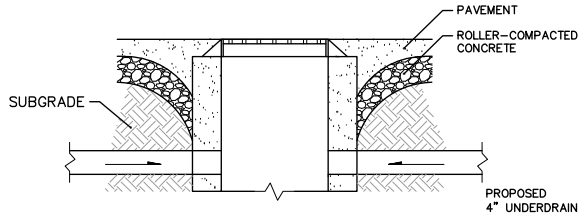
TYPICAL DETACHED BUILDING GRADING

NOT TO SCALE



**EMERGENCY ACCESS
DRIVE TYP. SECTION**

NOT TO SCALE

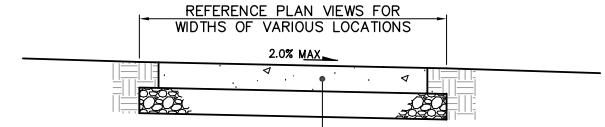


NOTE:
THE CONTRACTOR SHALL INITIALLY SET THE TOP OF CASTING FOR AN INLET STRUCTURE WITHIN THE PAVED AREAS TO THE ELEVATION OF THE ROLLER COMPACTED CONCRETE COURSE, ITEM SPEC. PRIOR TO FINAL PAVING OF SURFACE COURSE, ITEM 448, THE CONTRACTOR SHALL ADJUST THE TOP OF CASTING TO FINISH PAVEMENT GRADE. COST OF THE ABOVE SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED PAVING ITEMS.

TYPICAL SECTION FOR STRUCTURES WITHIN PAVEMENT

NOT TO SCALE

NOTES:
ALL CURB RAMPS AND SIDEWALKS SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE MOST CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA), INCLUDING ALL SUPPLEMENTS AND REPLACEMENT DRAWINGS ISSUED THERETO.
ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MINIMUM CROSS-SLOPE OF 2.0%.
TYPE A DETACHABLE WARNING SHALL BE INSTALLED AS PER CITY OF COLUMBUS STANDARD DRAWING 2319
5'-W/IN RIGHT-OF-WAY, ±4'-PRIVATE WALK LANDING AREA, AT TOP AND BOTTOM OF CURB RAMPS, SLOPE NOT TO EXCEED 2.0% MAXIMUM IN ALL DIRECTIONS
- SIDEWALK RAMPS SHALL NOT EXCEED 7.56% MAXIMUM SLOPE.
* CURB TO TRANSITION FROM FULL HEIGHT 6" TO 0" OVER LENGTH OF RAMP

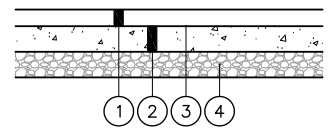


ODOT ITEM 608 - 4" CONCRETE SIDEWALK (CLASS "C" CONCRETE)
ODOT ITEM 304 - 4" CRUSHED AGGREGATE BASE (COST TO BE INCLUDED IN PRICE BID FOR ITEM 608, CONCRETE WALK)

NOTES:
SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH CMSC ITEM 608.03 UNLESS OTHERWISE DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS

SIDEWALK SECTION

NOT TO SCALE
SEE NOTE "A", THIS SHEET



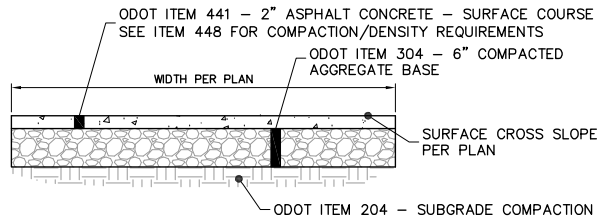
TYPICAL LIGHT DUTY PAVEMENT SECTION

NOT TO SCALE
SEE NOTE "A", THIS SHEET

- ① ITEM 448, 2-1/2" ASPHALT CONCRETE
- ② ITEM 304, 8" CRUSHED AGGREGATE BASE
- ③ ITEM 408, BITUMINOUS PRIME COAT (0.40 GAL/SY)
- ④ ITEM 204, SUBGRADE COMPACTION

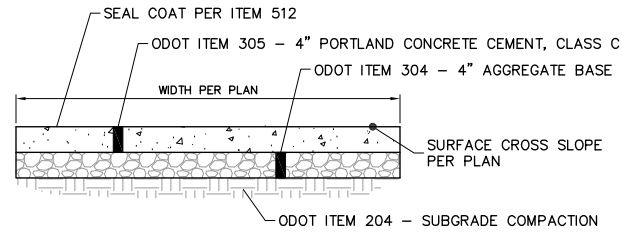
**TYPICAL LIGHT DUTY PAVEMENT SECTION
(PRIVATE DRIVEWAYS)**

NOT TO SCALE
SEE NOTE "A", THIS SHEET



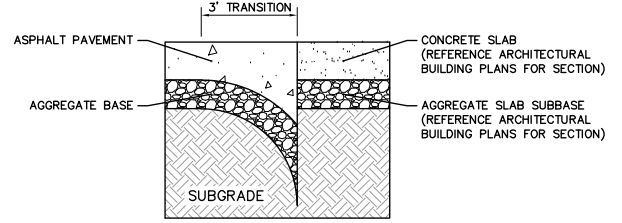
BIKE PATH PAVEMENT SECTION

NOT TO SCALE



BIKE PATH LANDING SECTION

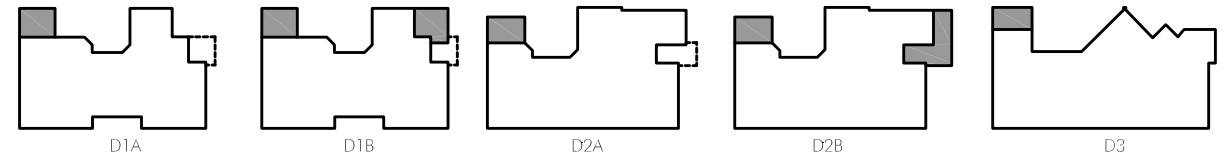
NOT TO SCALE



GARAGE ENTRY APPROACH

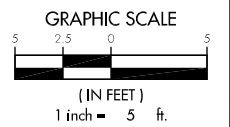
NOT TO SCALE

NOTE A:
ALL PAVEMENT MATERIALS SHALL CONFORM TO THE CITY OF COLUMBUS CONSTRUCTION AND MATERIAL DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS.



BUILDING TYPES

NOT TO SCALE



REVISION	DATE	BY	DESCRIPTION OF CHANGE

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THE COURTYARDS OF HYLAND MEADOWS

TYPICAL SECTION & DETAILS

DRAWING SET STATUS:
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 29021
DATE: JUNE, 2023
SCALE: HORIZONTAL: 1" = 5'
VERTICAL: N/A
SHEET NO.: 2/16

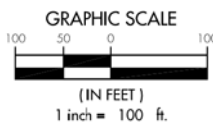
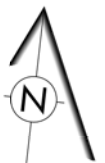
LEGEND

- EXISTING**
- RIGHT-OF-WAY
 - ROADWAY CENTERLINE
 - UTILITY EASEMENT
 - SOILS BOUNDARY PER-USDA
 - TREE LINE
- SOILS TYPE**
- BeB
 - WETLANDS
 - TREE CLEARING

NOTE:
TOPOGRAPHIC SURVEY PERFORMED BY AMERICAN LAND SURVEYORS. EXISTING UTILITIES LOCATED OR SHOWN BY FIELD EVIDENCE, G.U.P.S. FIELD LOCATION/RECORD PLANS.

SOILS

- Blg1A1 BLOUNT SILT LOAM, GROUND MORANE
0 TO 2 PERCENT SLOPES
- Gwg1B1 GLYNWOOD SILT LOAM, GROUND MORANE
2 TO 6 PERCENT SLOPES
- Pk PEWAMO SILTY CLAY LOAM
0 TO 1 PERCENT SLOPES



REVISION	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

EXISTING CONDITIONS

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

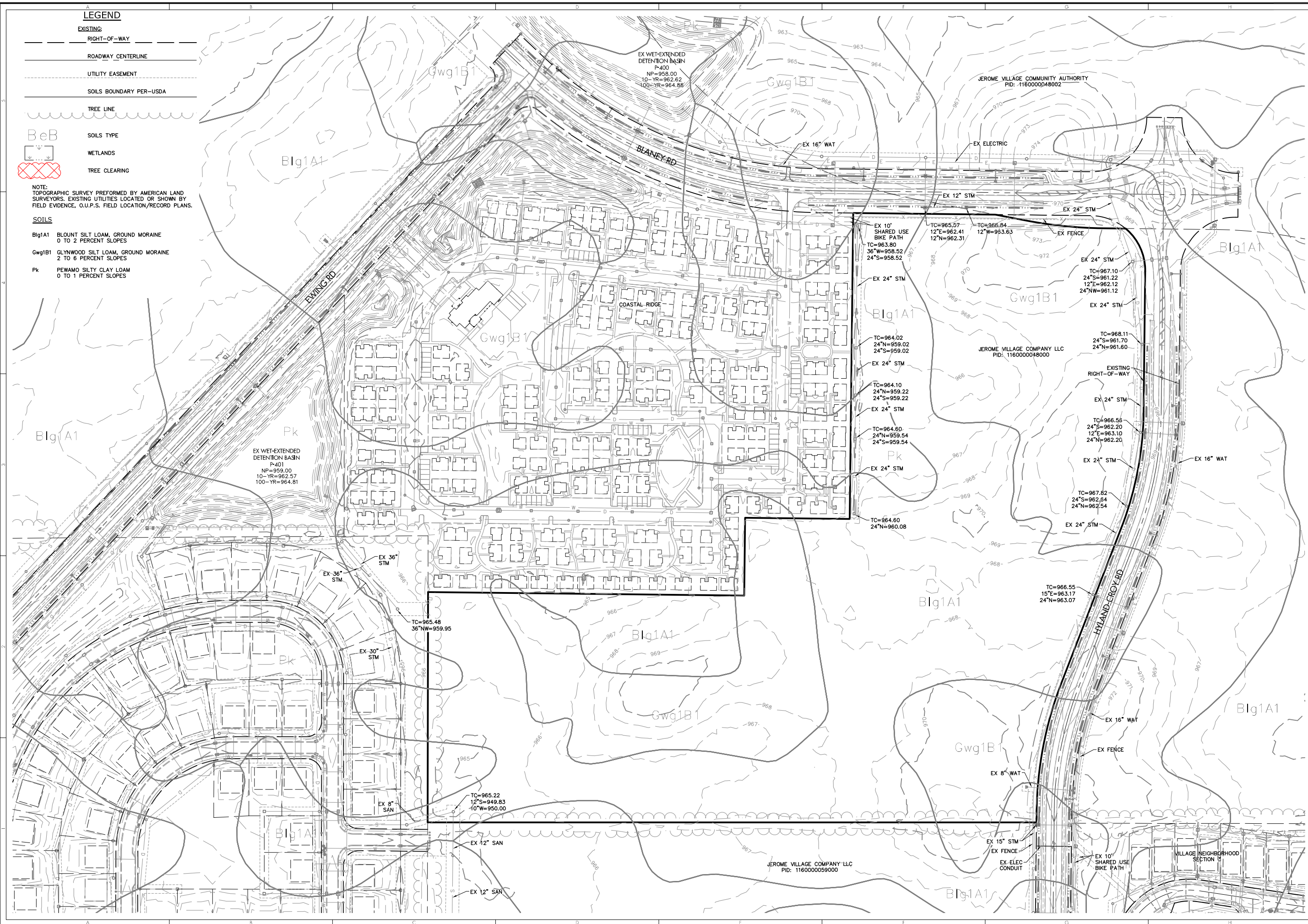
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 29021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 100'
VERTICAL: N/A

SHEET NO.: 3/16

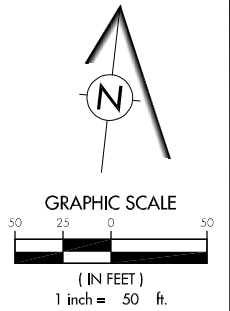


GENERAL DEVELOPMENT SUMMARY

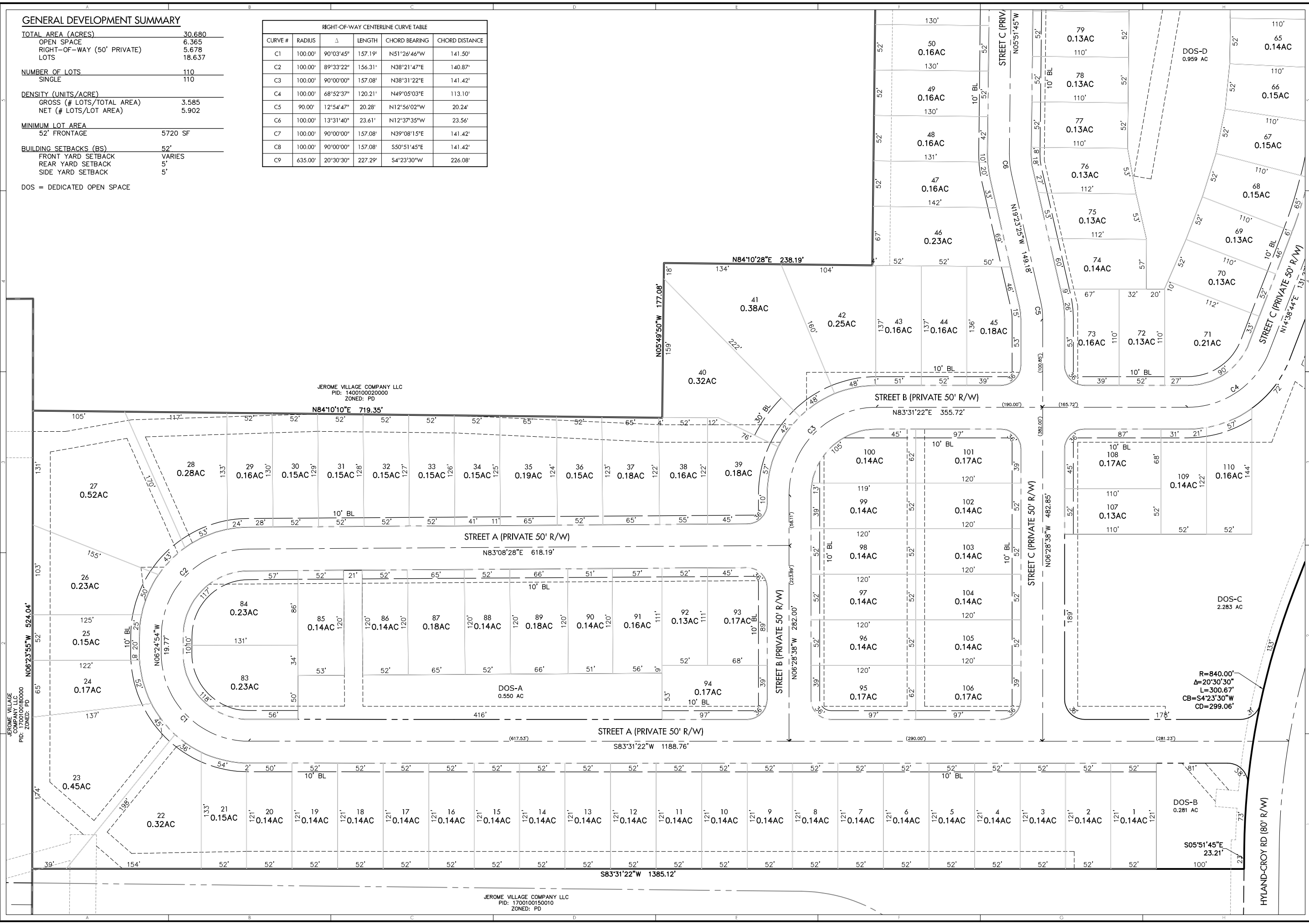
TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
NET (# LOTS/LOT AREA)	5.902
MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	
FRONT YARD SETBACK	VARIES
REAR YARD SETBACK	5'
SIDE YARD SETBACK	5'

DOS = DEDICATED OPEN SPACE

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	90°03'45"	157.19'	N51°26'46"W	141.50'
C2	100.00'	89°33'22"	156.31'	N38°21'47"E	140.87'
C3	100.00'	90°00'00"	157.08'	N38°31'22"E	141.42'
C4	100.00'	68°52'37"	120.21'	N49°05'03"E	113.10'
C5	90.00'	12°54'47"	20.28'	N12°56'02"W	20.24'
C6	100.00'	13°31'40"	23.61'	N12°37'35"W	23.56'
C7	100.00'	90°00'00"	157.08'	N39°08'15"E	141.42'
C8	100.00'	90°00'00"	157.08'	S50°51'45"E	141.42'
C9	635.00'	20°30'30"	227.29'	S4°23'30"W	226.08'



#	REVISION	DATE	BY	DESCRIPTION OF CHANGE



JEROME VILLAGE COMPANY LLC
PID: 140010020000
ZONED: PD

N84°10'10"E 719.35'

N84°10'10"E 719.35'

N84°10'10"E 719.35'

N84°10'10"E 719.35'

N84°10'10"E 719.35'

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY PLAT

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: N/A

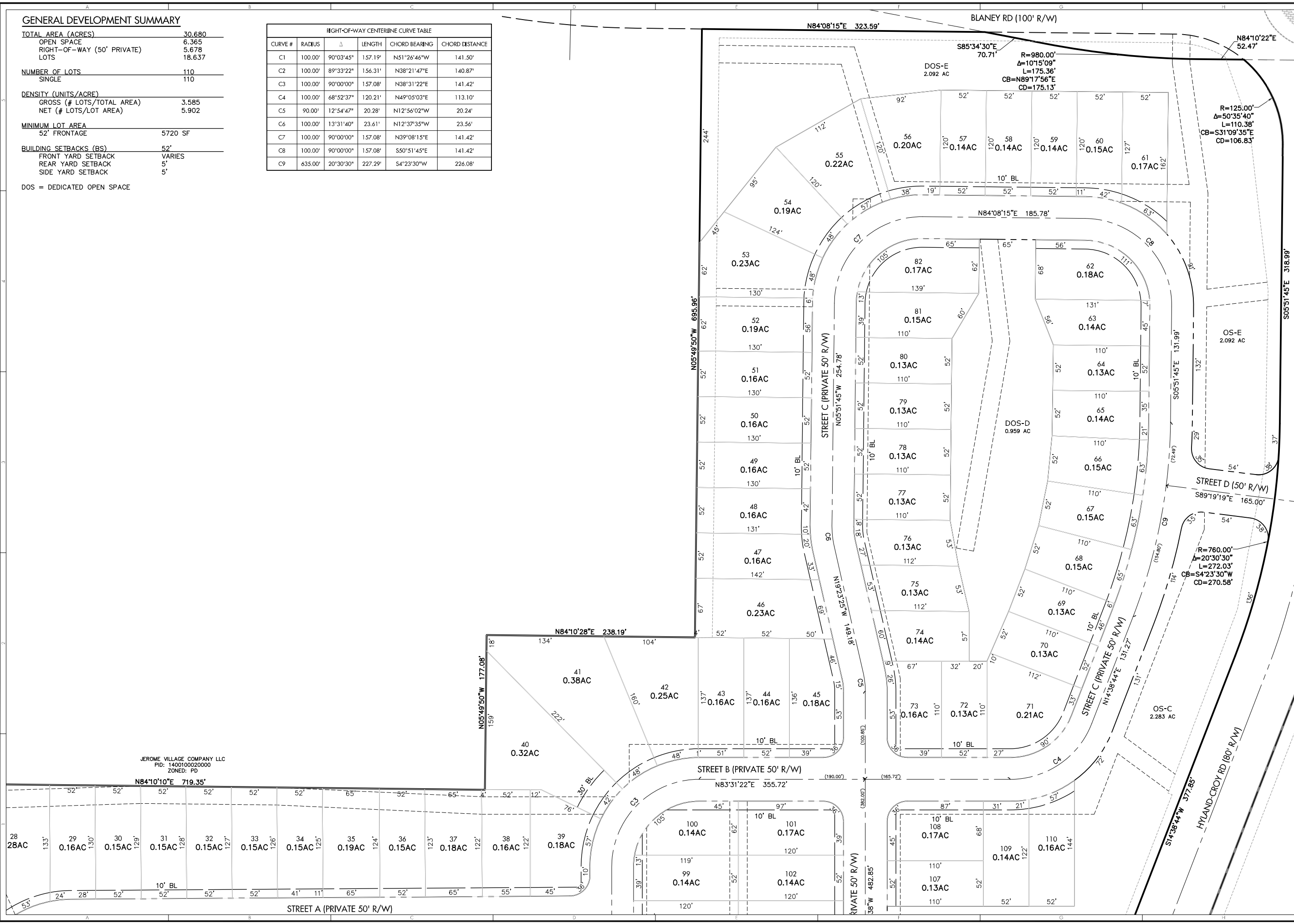
SHEET NO.: 4/16

GENERAL DEVELOPMENT SUMMARY

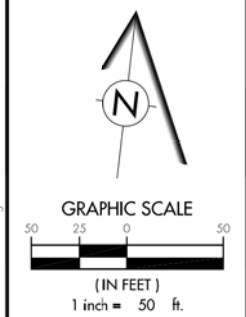
TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
NET (# LOTS/LOT AREA)	5.902
MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	52'
FRONT YARD SETBACK	VARIABLE
REAR YARD SETBACK	5'
SIDE YARD SETBACK	5'

DOS = DEDICATED OPEN SPACE

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	90°03'45"	157.19'	N51°26'46"W	141.50'
C2	100.00'	89°33'22"	156.31'	N38°21'47"E	140.87'
C3	100.00'	90°00'00"	157.08'	N38°31'22"E	141.42'
C4	100.00'	68°52'37"	120.21'	N49°05'03"E	113.10'
C5	90.00'	12°54'47"	20.28'	N12°56'02"W	20.24'
C6	100.00'	13°31'40"	23.61'	N12°37'35"W	23.56'
C7	100.00'	90°00'00"	157.08'	N39°08'15"E	141.42'
C8	100.00'	90°00'00"	157.08'	S50°51'45"E	141.42'
C9	635.00'	20°30'30"	227.29'	S4°23'30"W	226.08'



JEROME VILLAGE COMPANY LLC
 PID: 1400100020000
 ZONED: PD



REVISION	DATE	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HIGHLAND MEADOWS

PRELIMINARY PLAN

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

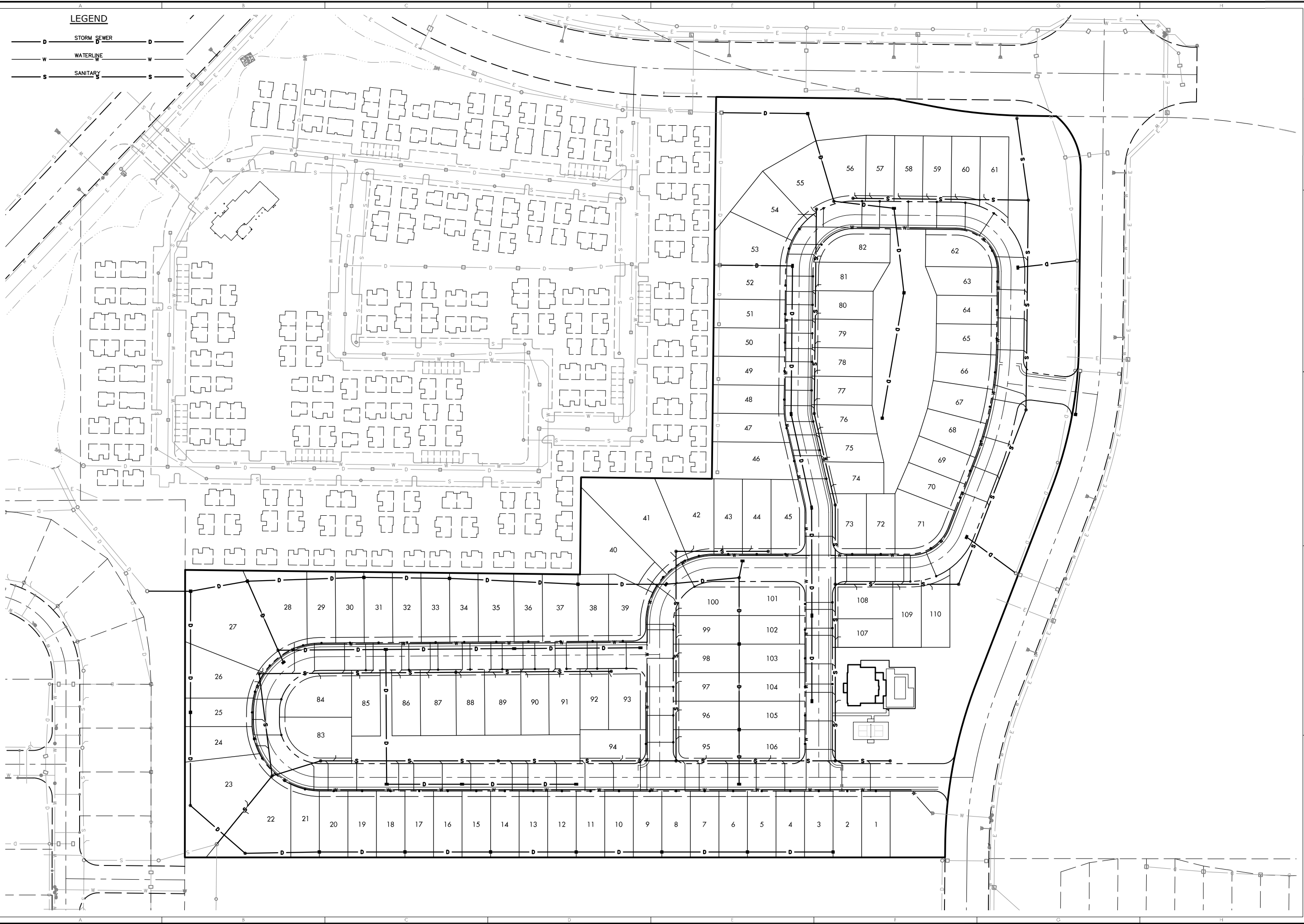
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 2-9021

DATE: JUNE, 2023

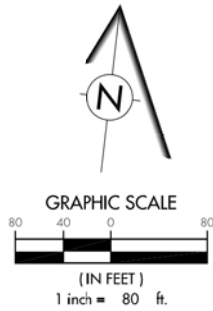
SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

SHEET NO.: 5/16



LEGEND

- D** STORM SEWER
- W** WATERLINE
- S** SANITARY



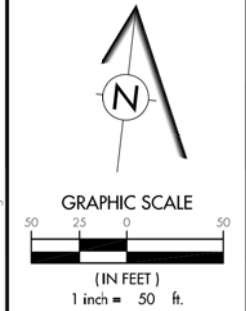
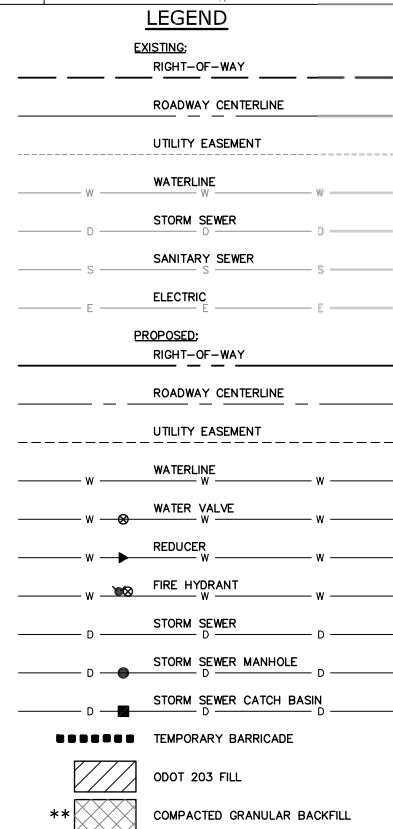
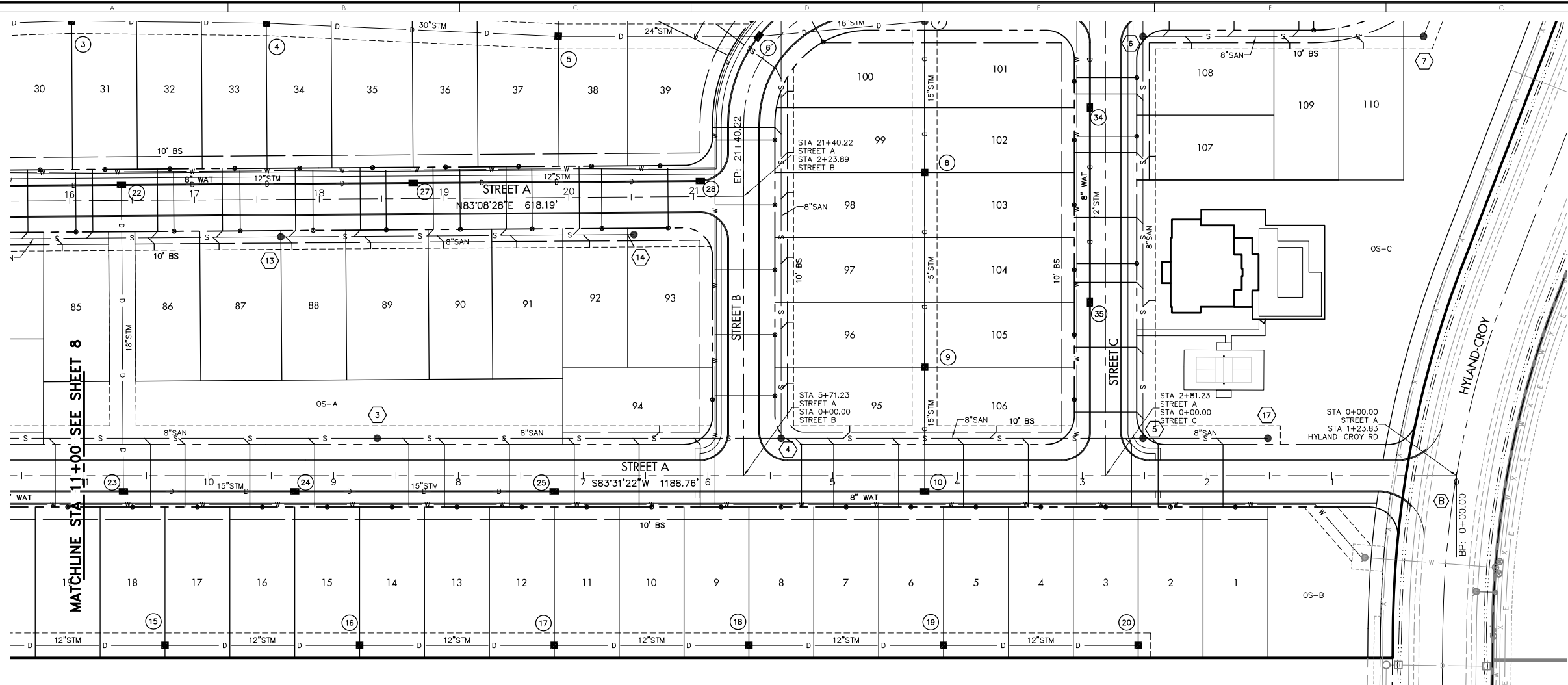
REVISION	
DATE	BY

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GEROME TOWNSHIP, LINDEN COUNTY, OHIO
EPCON
 THE COURTYARDS OF HYLAND MEADOWS
COMPOSITE UTILITY PLAN

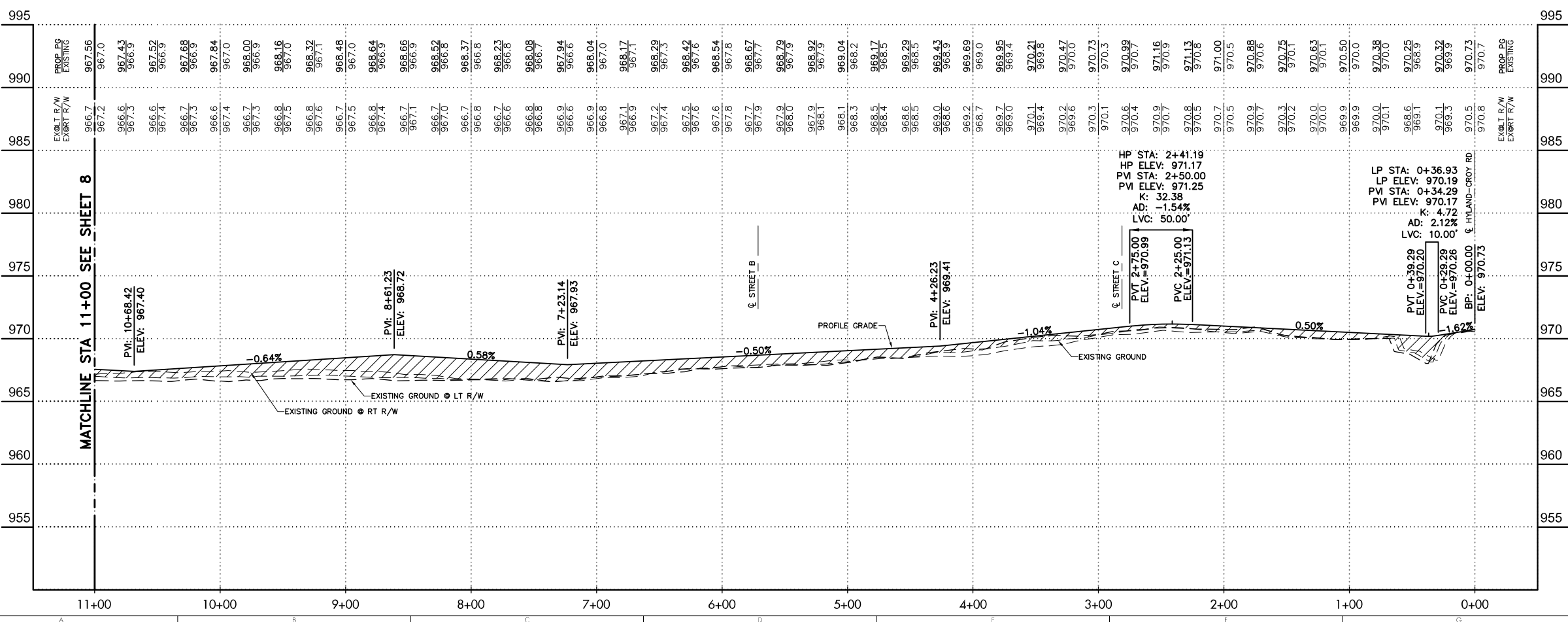
DRAWING SET STATUS:
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW
PROJECT NO.: 24021		
DATE: JUNE, 2023		
SCALE: HORIZONTAL: 1" = 80' VERTICAL: N/A		
SHEET NO.: 6/16		



REVISION	DATE	BY	DESCRIPTION OF CHANGE

CODED NOTES
 (A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS
 (B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



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PERMITS: LINCOLN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET A

DRAWING SET STATUS:

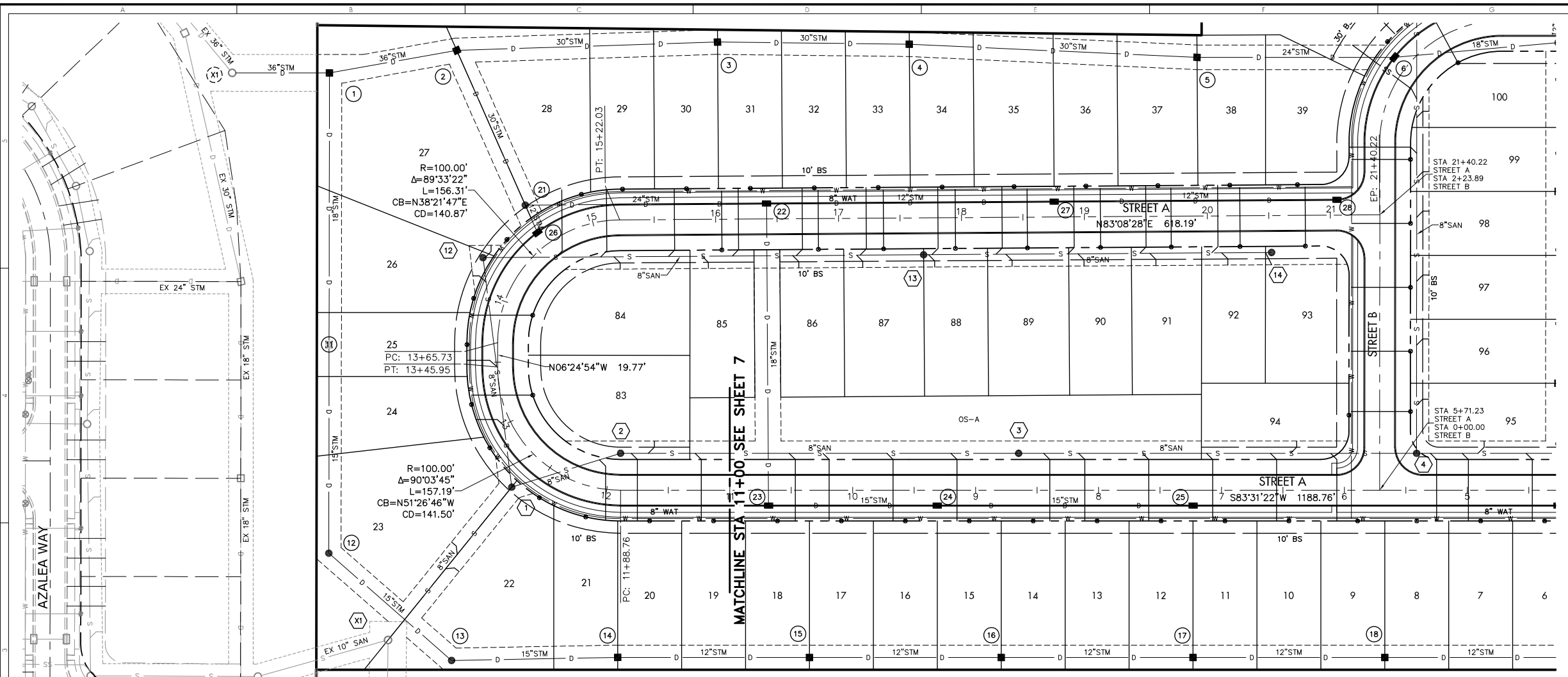
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23021

DATE: JUNE, 2023

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

SHEET NO.: 7/16



LEGEND

EXISTING:

- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- TEMPORARY BARRICADE
- ODOT 203 FILL
- COMPACTED GRANULAR BACKFILL

CODED NOTES

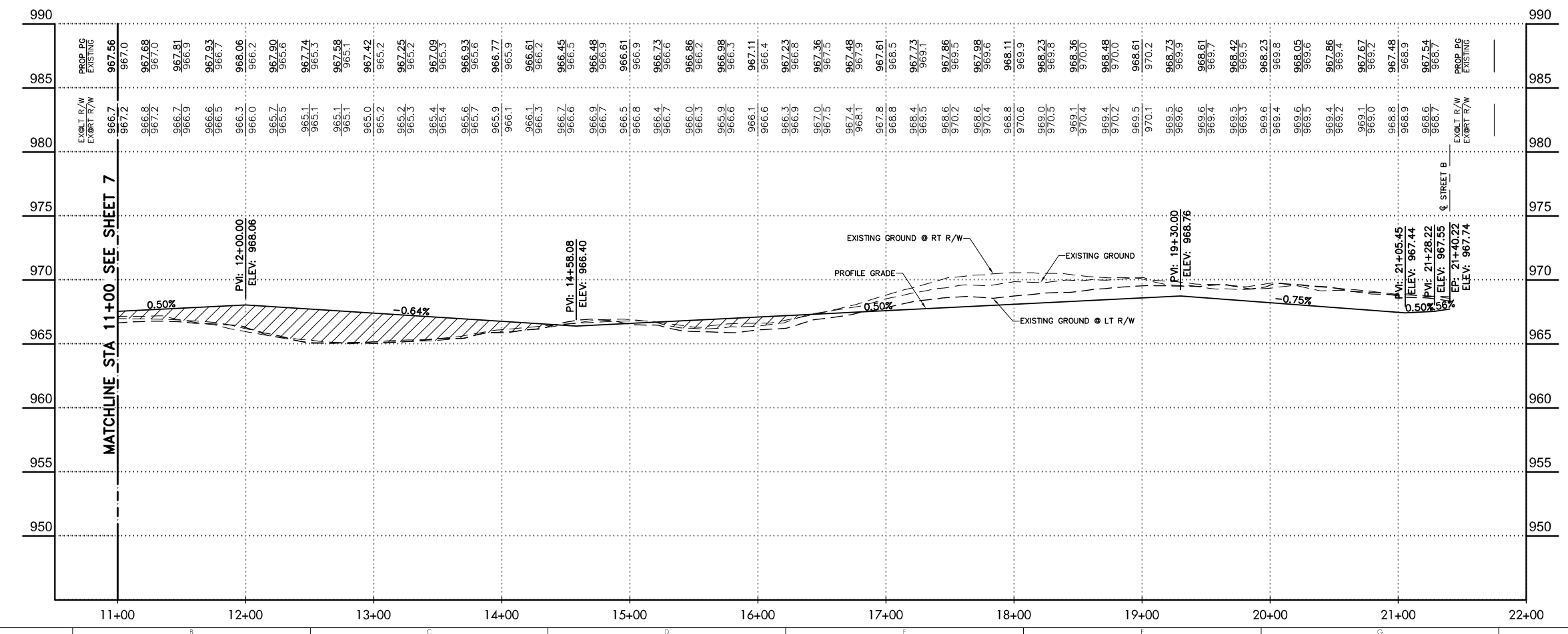
- A** STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS
- B** CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE. THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

REVISION

NO.	DATE	BY	DESCRIPTION OF CHANGE



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EPCON

THE COURTYARDS OF HYLAND MEADOWS
PRELIMINARY STREET PLAN & PROFILE
STREET A

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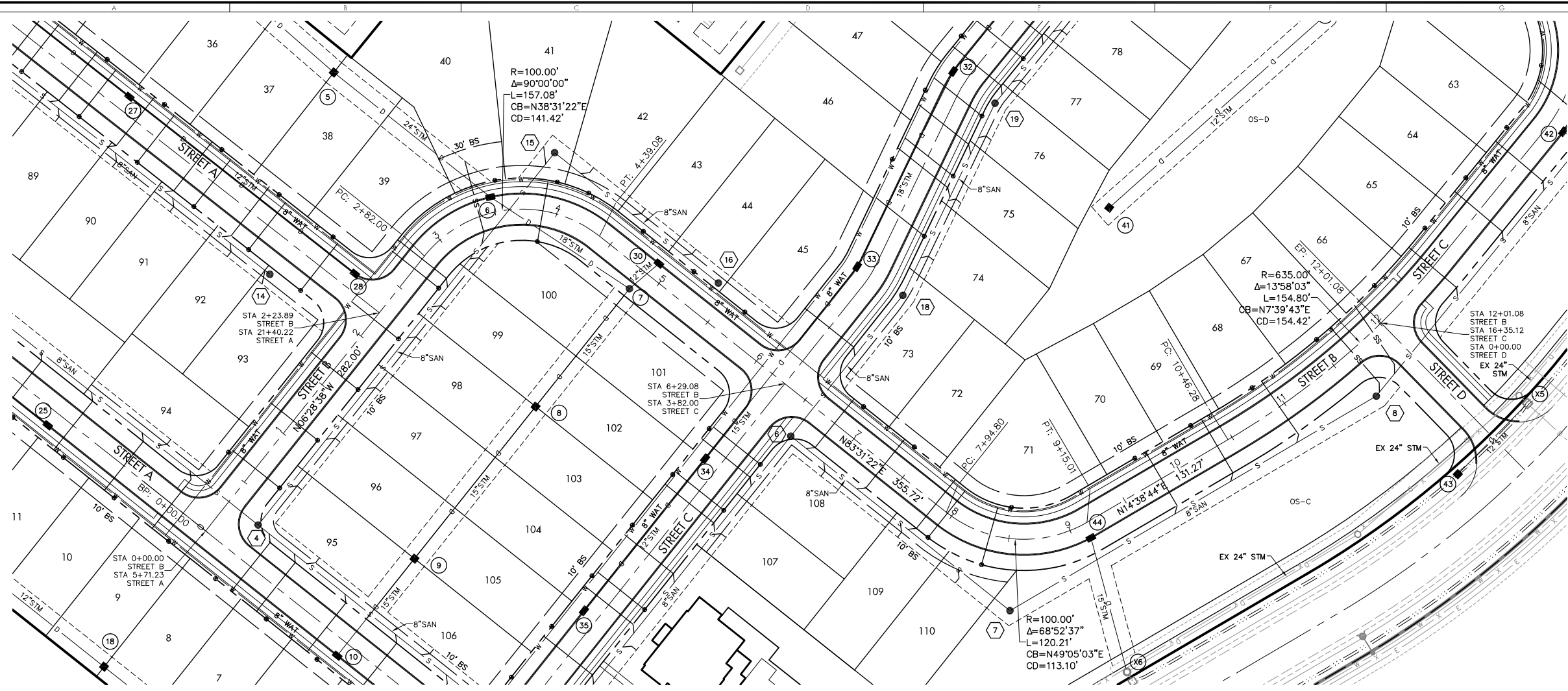
DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23021
DATE: JUNE, 2023
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 8/16



LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- TEMPORARY BARRICADE
- ODOT 203 FILL
- COMPACTED GRANULAR BACKFILL

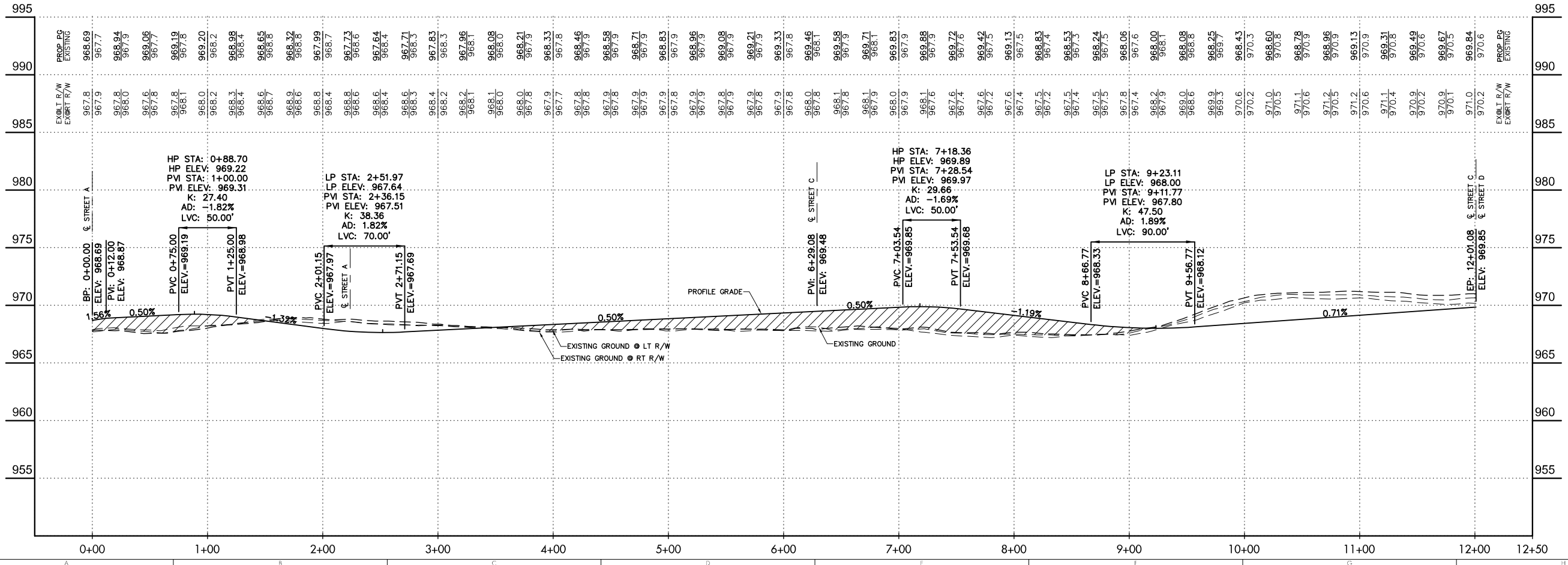
CODED NOTES

- A STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS
- B CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

REVISION	DATE	BY	DESCRIPTION OF CHANGE



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PEROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET B

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

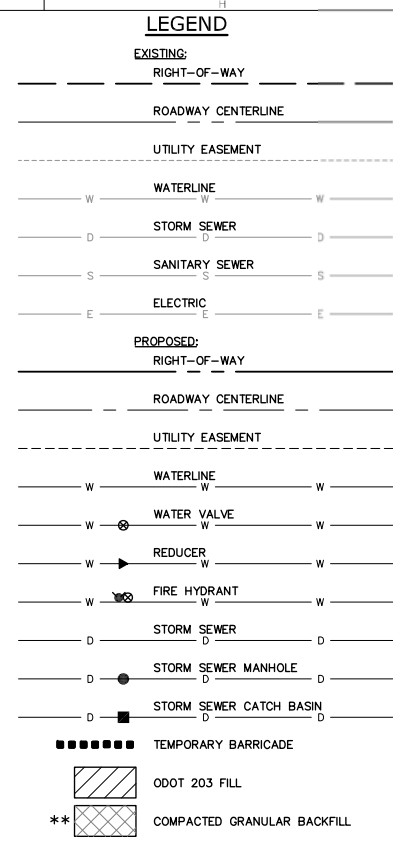
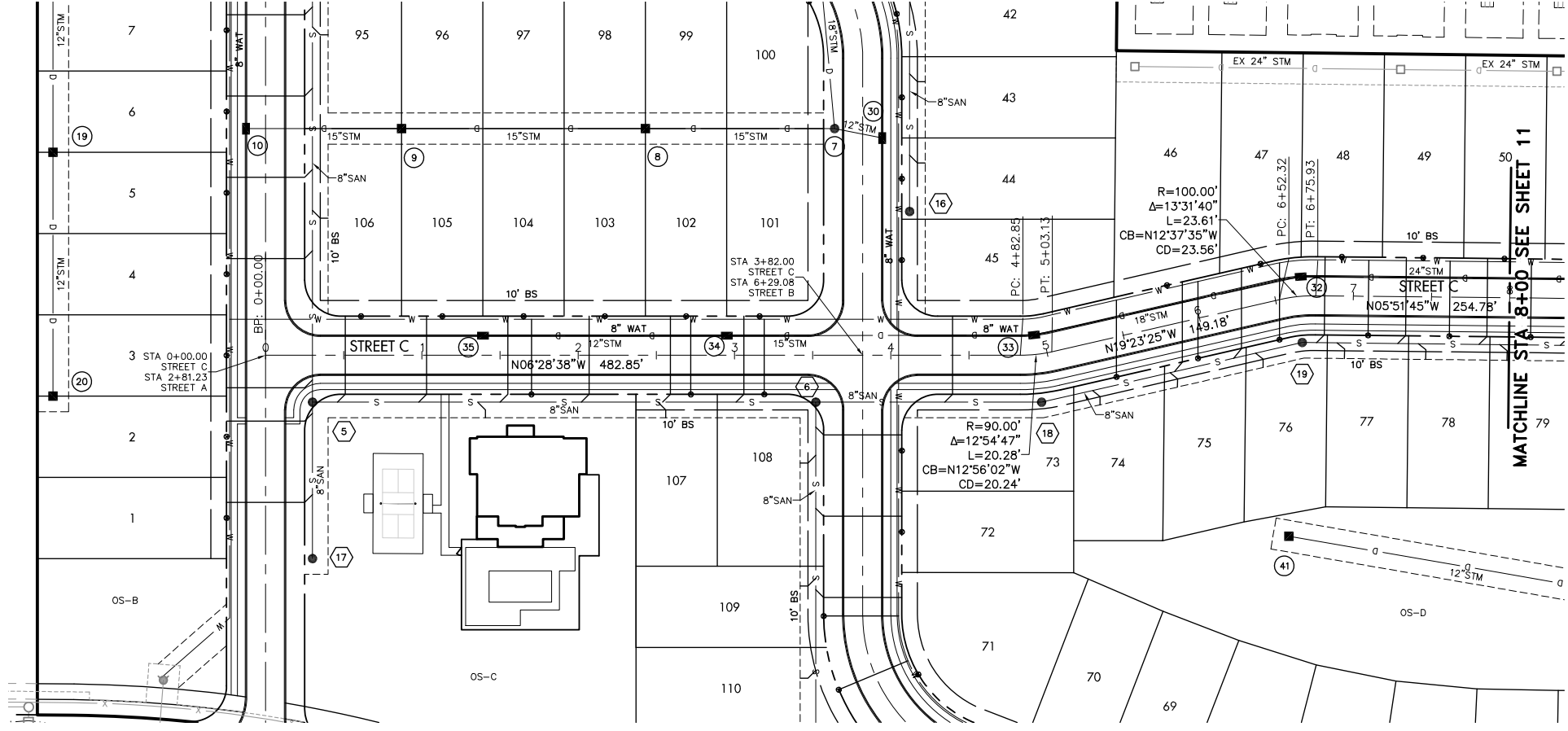
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 29021

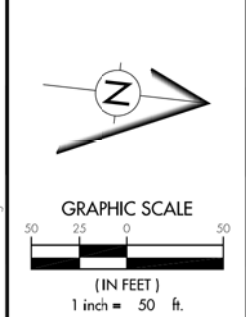
DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 9/16



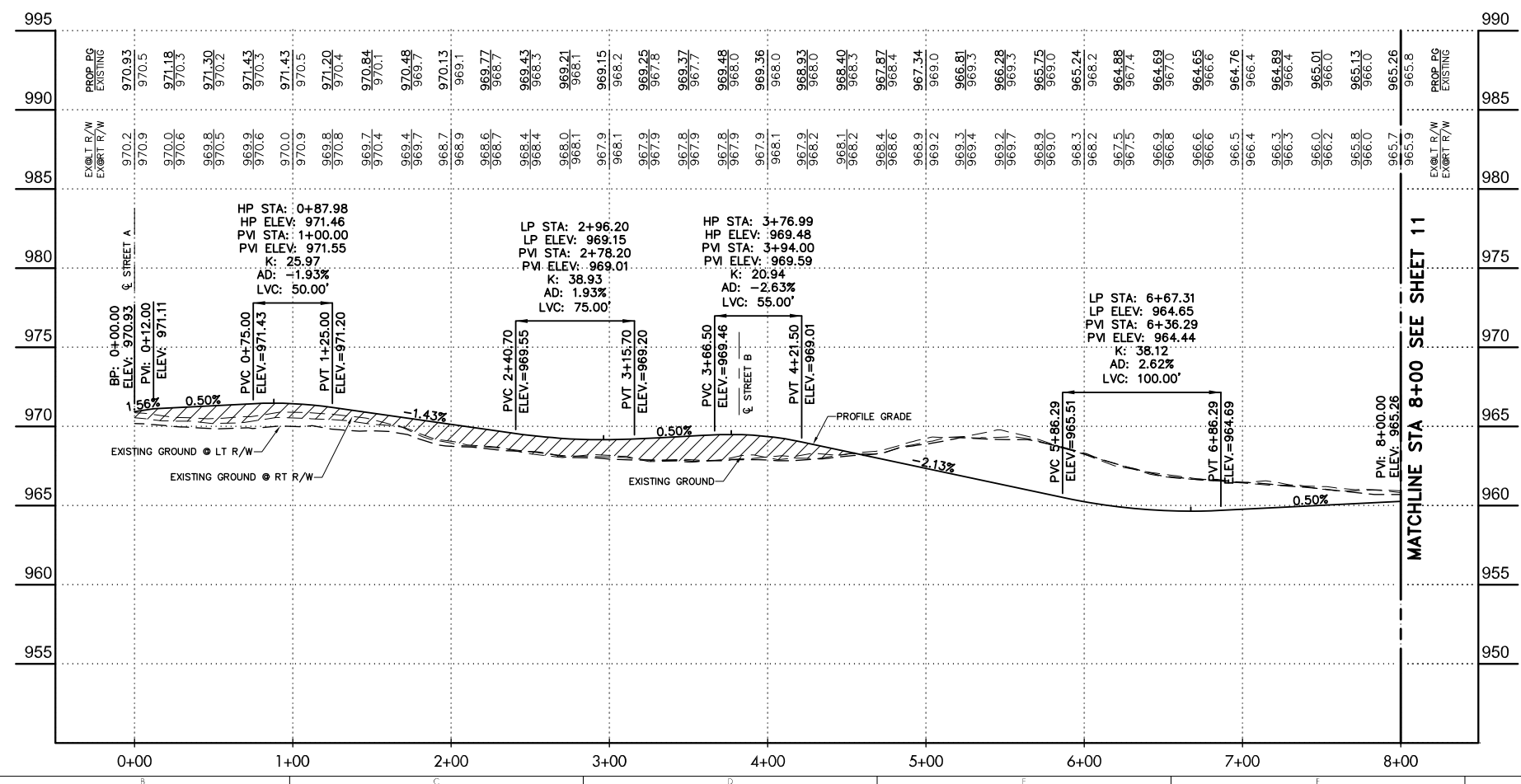
CODED NOTES
 STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS
 CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



REVISION	DATE	BY	DESCRIPTION OF CHANGE

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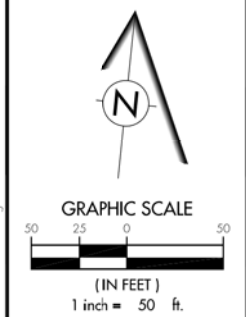
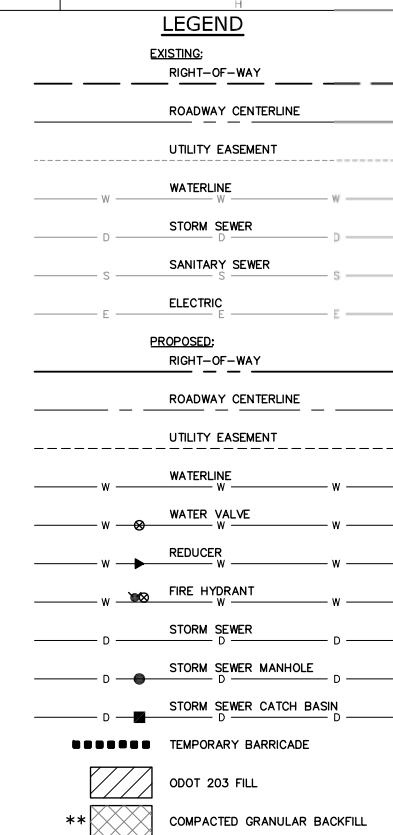
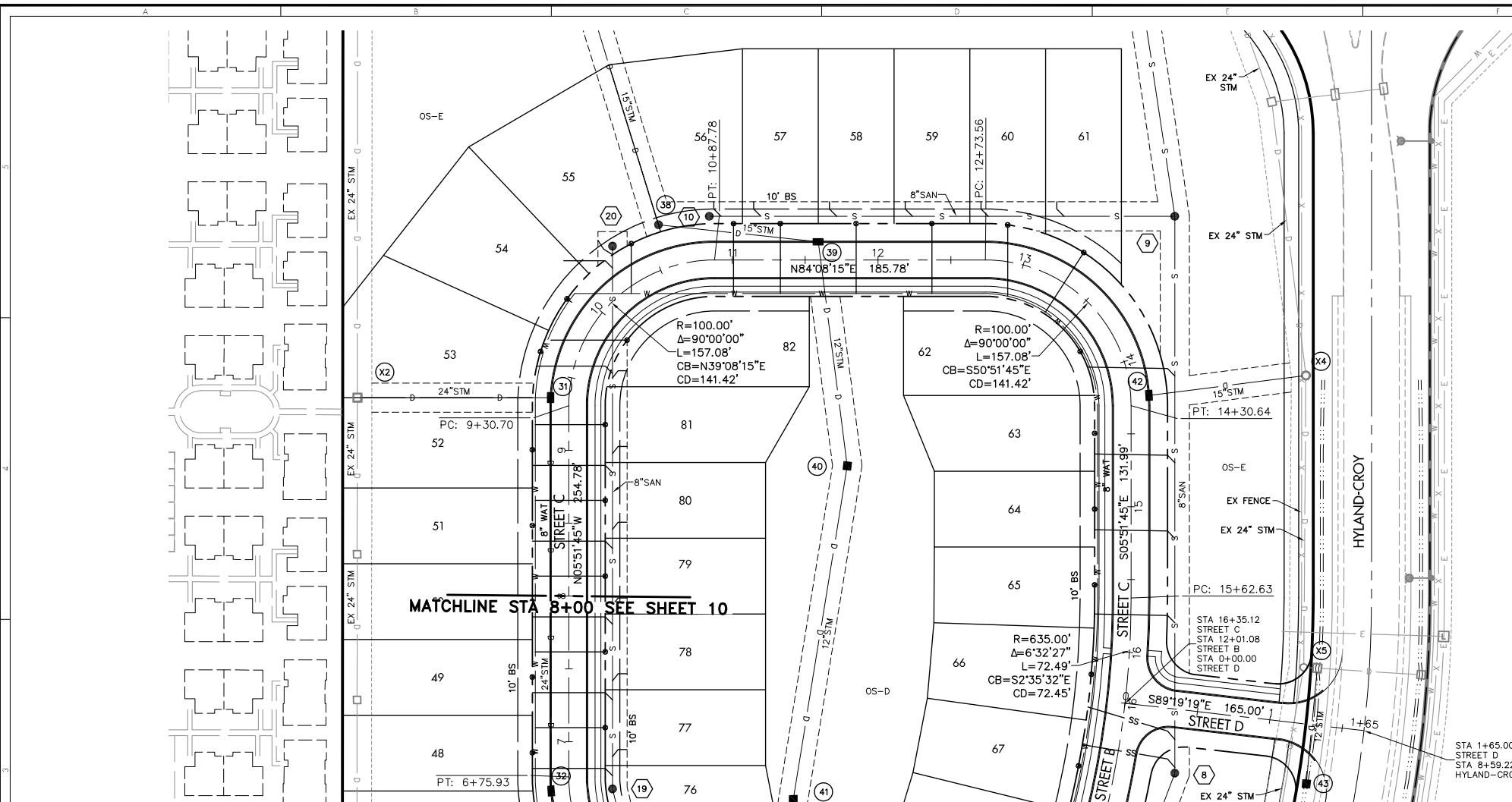
PERMITS: LINDEN COUNTY, OHIO
 EPCON
 THE COURTYARDS OF HYLAND MEADOWS
 PRELIMINARY STREET PLAN & PROFILE
 STREET C

DRAWING SET STATUS:
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23021
 DATE: JUNE, 2023
 SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

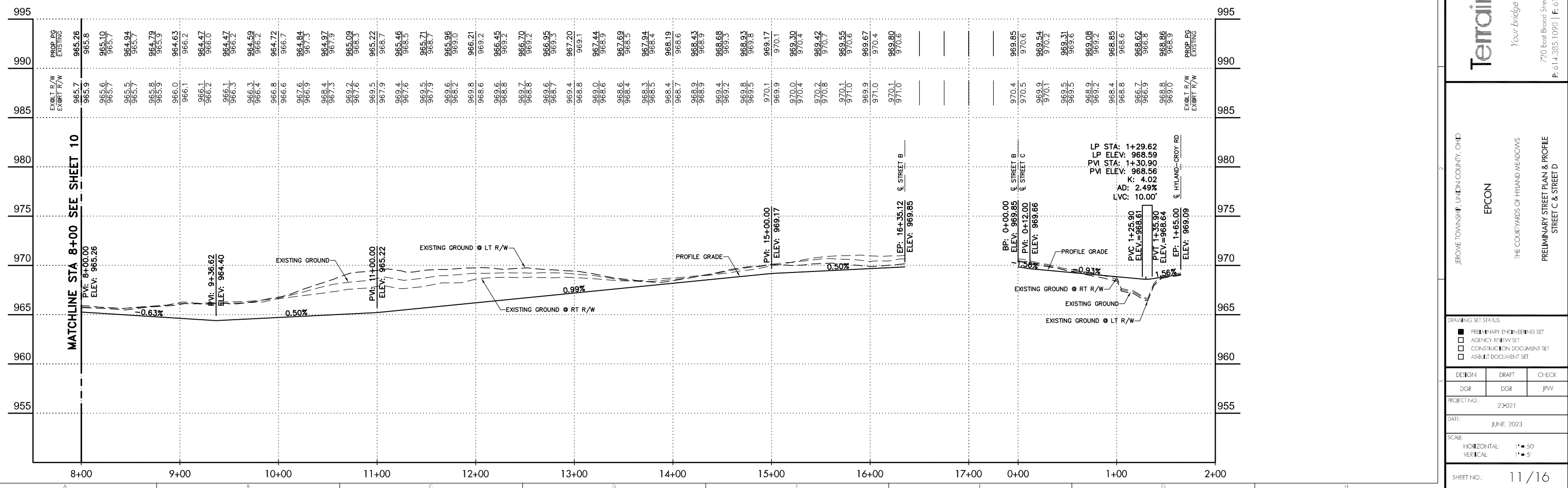
SHEET NO.: 10/16



REVISION	DATE	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET C & STREET D

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

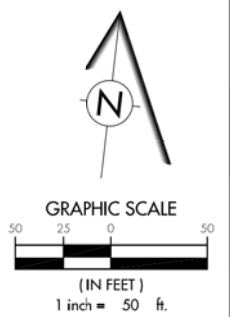
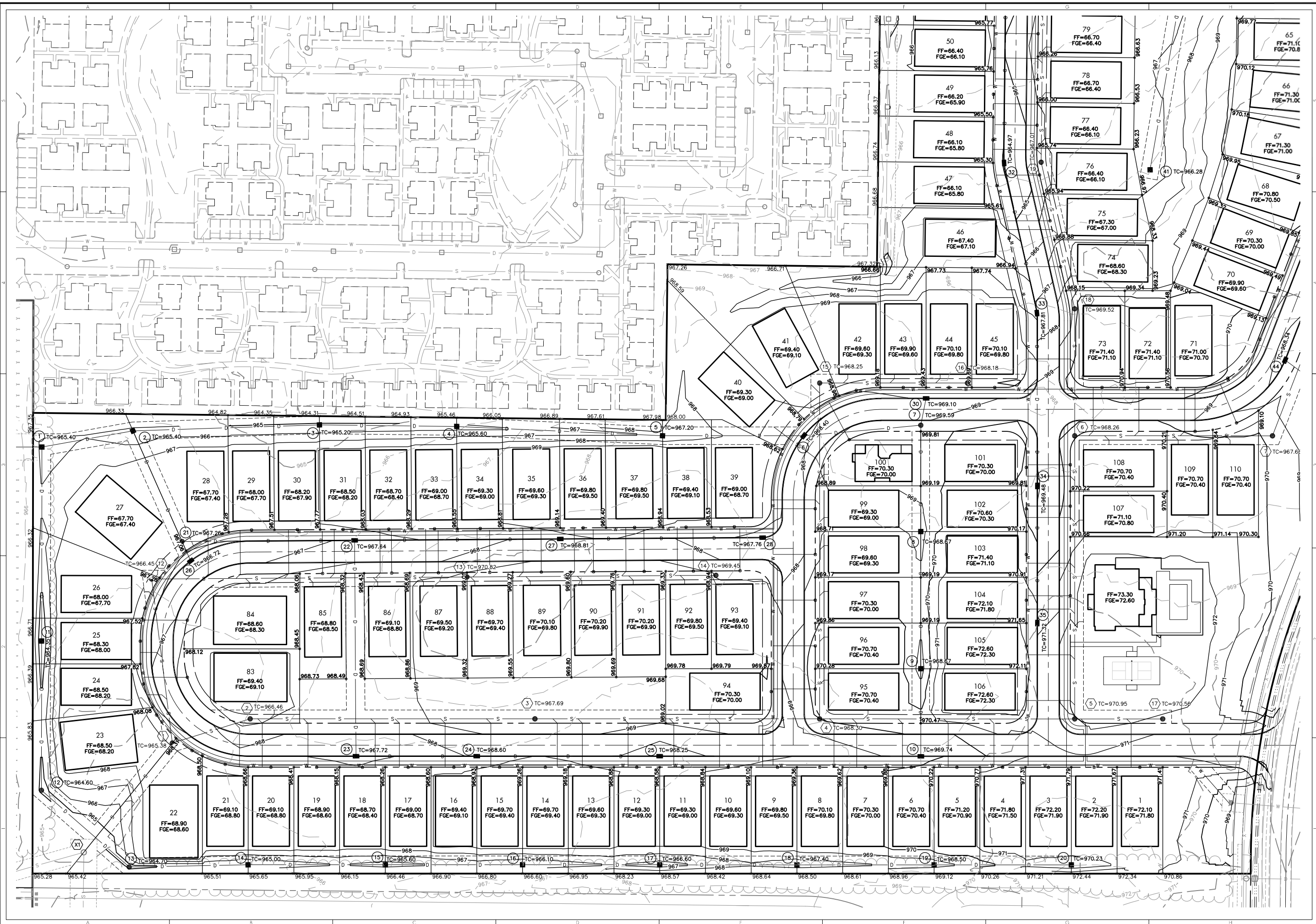
DESIGN	DRAFT	CHECK
DGR	DGR	JJW

PROJECT NO.: 23021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 11/16

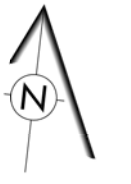
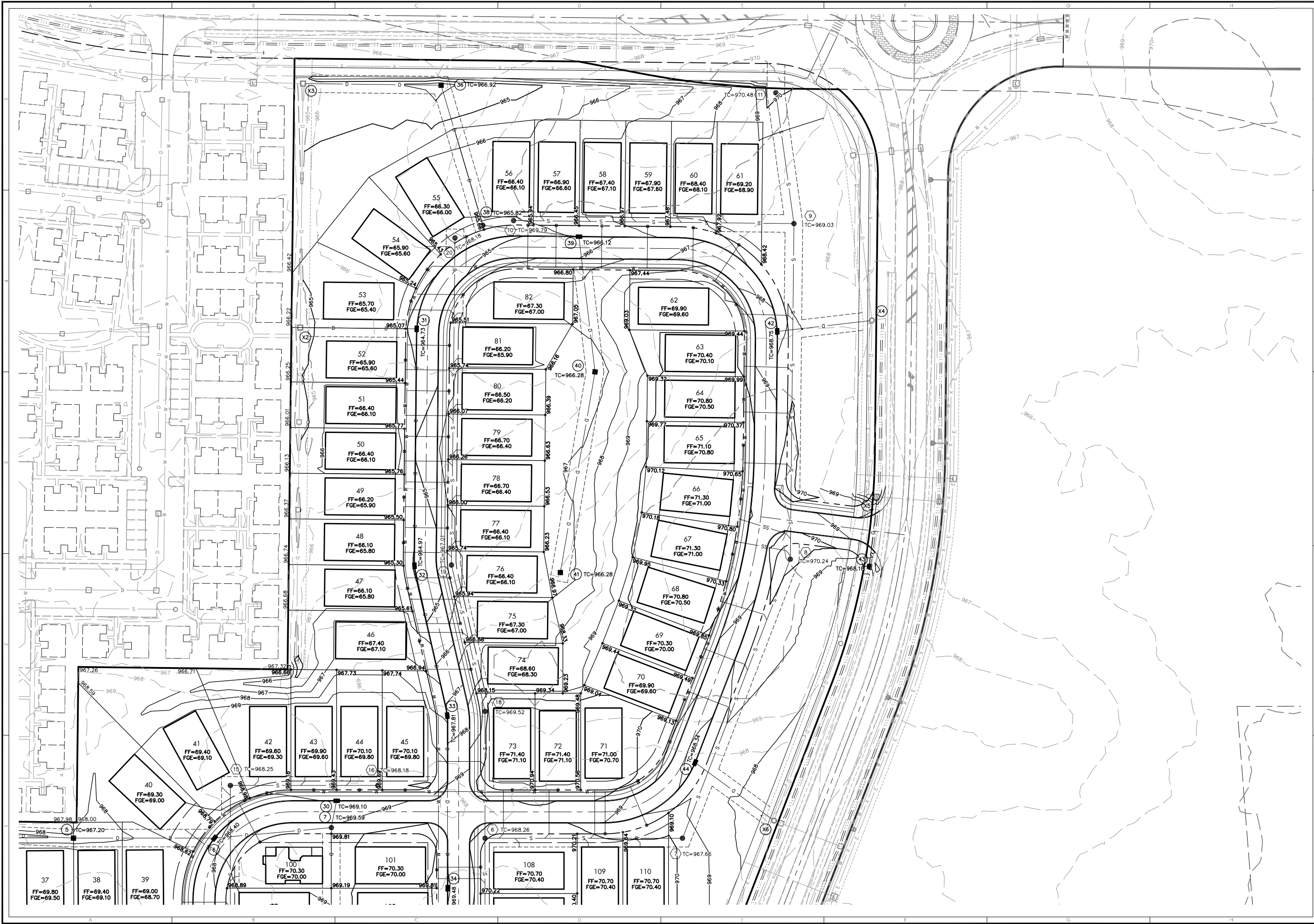


REVISION	DATE	BY	DESCRIPTION OF CHANGE

TerrainEvolution
 Your bridge between Vision and Success
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EPICON
 THE COURTYARDS OF HYLAND MEADOWS
 GRADING PLAN

DRAWING SET STATUS:		
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<input type="checkbox"/>	AGENCY REVIEW SET	
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<input type="checkbox"/>	AS-BUILT DOCUMENT SET	
DESIGN	DRAFT	CHECK
DGR	DGR	JPW
PROJECT NO.:	29021	
DATE:	JUNE, 2023	
SCALE:	HORIZONTAL: 1" = 50' VERTICAL: N/A	
SHEET NO.:	12/16	



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

#	REVISION	
	DATE	BY

TerrainEvolution
Your bridge between Vision and Success

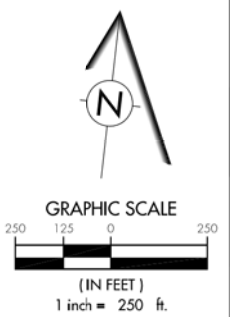
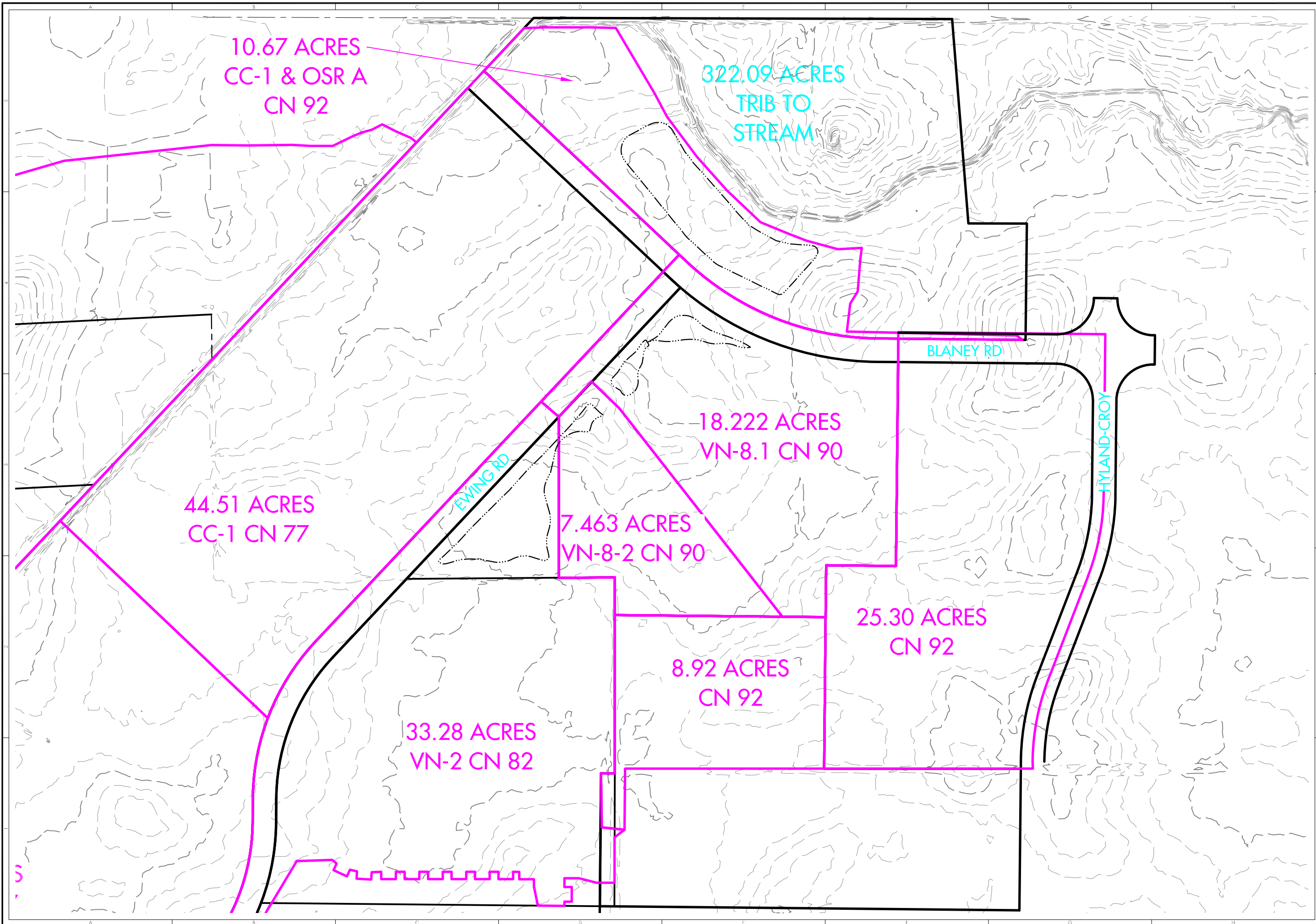
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EPICON
THE COURTYARDS OF HYLAND MEADOWS

- DRAWING SET STATUS:
- PRELIMINARY ENGINEERING SET
 - AGENCY REVIEW SET
 - CONSTRUCTION DOCUMENT SET
 - AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW
PROJECT NO.: 29021		
DATE: JUNE, 2023		
SCALE: HORIZONTAL: 1" = 50'		
VERTICAL: N/A		
SHEET NO.: 13/16		

13/16 29021 EPICON THE COURTYARDS OF HYLAND MEADOWS GRADING PLAN 06/20/2023 10:00 AM



REVISION	DATE	BY

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EROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

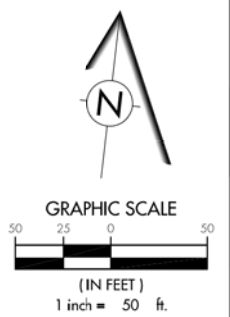
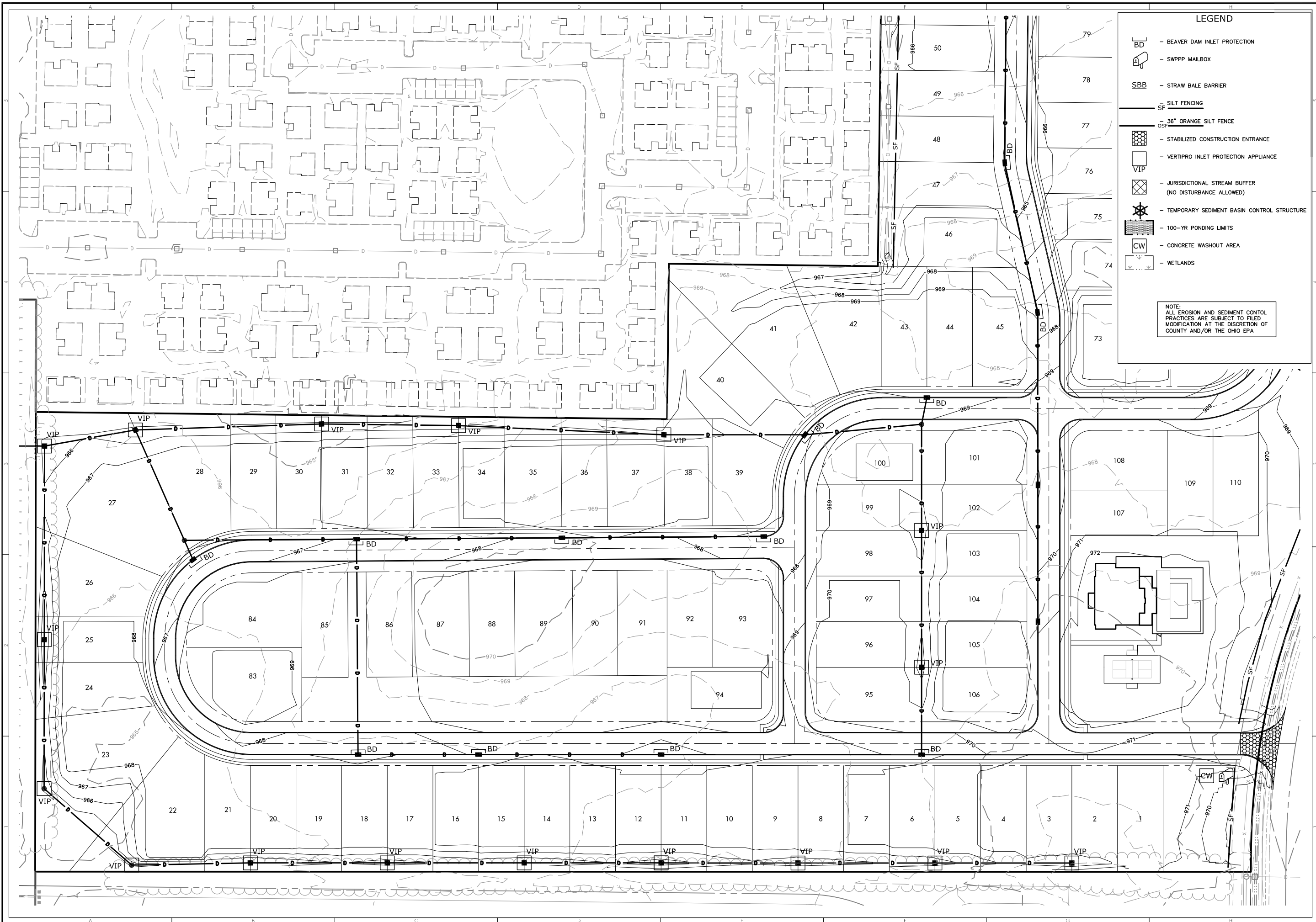
STORMWATER TRIBUTARY MAP

DRAWING SET STATUS:

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<input type="checkbox"/>	AGENCY REVIEW SET
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<input type="checkbox"/>	AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW
PROJECT NO.:	29021	
DATE:	JUNE, 2023	
SCALE:	HORIZONTAL: 1" = 250' VERTICAL: N/A	
SHEET NO.:	14/16	

17/23/2023 10:05:03 AM User: jpw Drawing Path: 001/2023/14/16.dwg Plot Date: 06/20/2023 10:05:03 AM Plot Scale: 1" = 250' Plot Sheet: 14 of 16



REVISION #	DATE	BY	DESCRIPTION OF CHANGE

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EROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

EROSION & SEDIMENT CONTROL

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

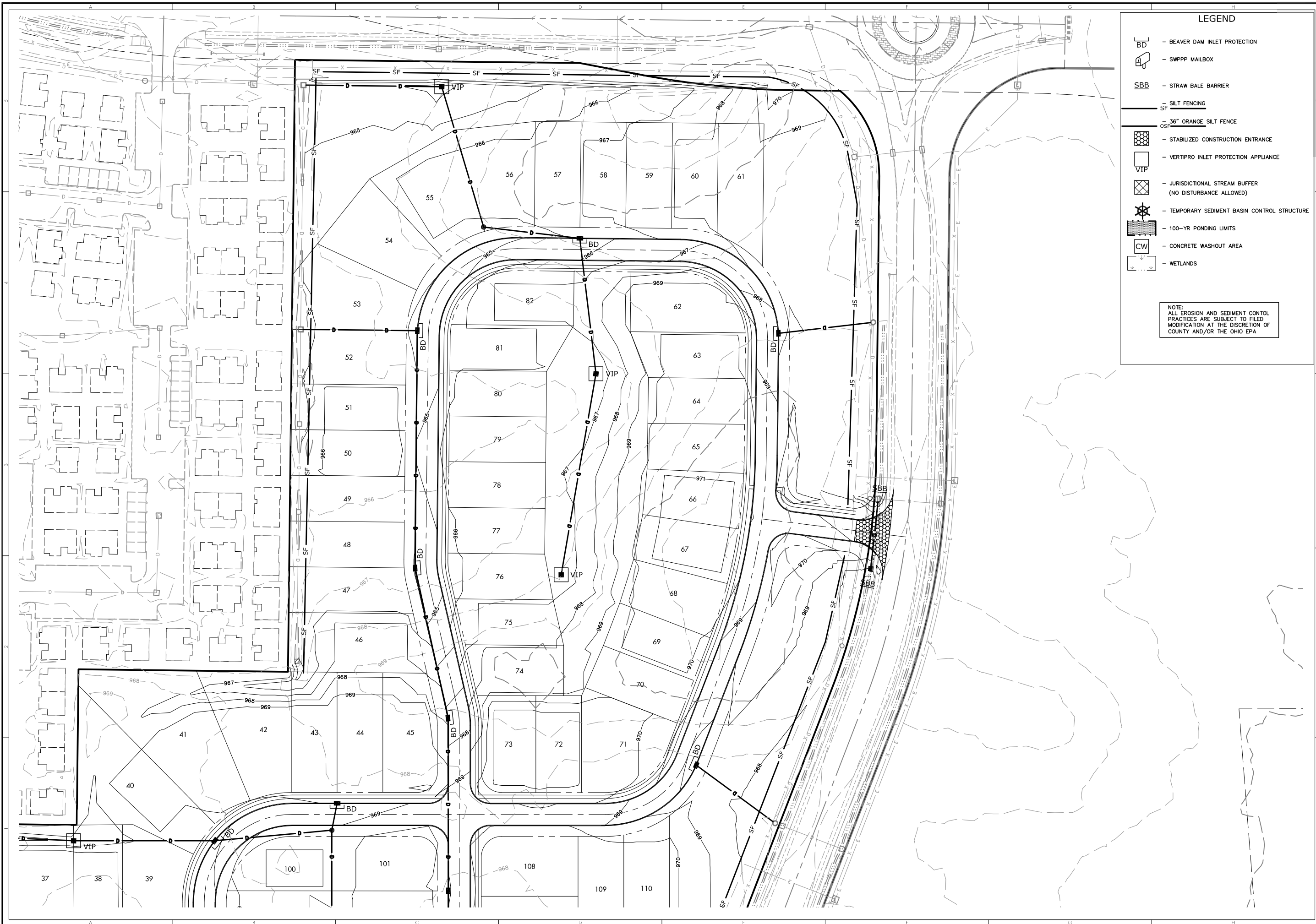
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 29021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: N/A

SHEET NO.: 15/16



LEGEND

- BEAVER DAM INLET PROTECTION
- SWPPP MAILBOX
- STRAW BALE BARRIER
- SILT FENCING
- 36" ORANGE SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- VERTIPRO INLET PROTECTION APPLIANCE
- JURISDICTIONAL STREAM BUFFER (NO DISTURBANCE ALLOWED)
- TEMPORARY SEDIMENT BASIN CONTROL STRUCTURE
- 100-YR PONDING LIMITS
- CONCRETE WASHOUT AREA
- WETLANDS

NOTE:
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FILED MODIFICATION AT THE DISCRETION OF COUNTY AND/OR THE OHIO EPA

GRAPHIC SCALE
50 25 0 25 50
(IN FEET)
1 inch = 50 ft.

REVISION #	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, LINDEN COUNTY, OHIO

EPCON

THE COURTYARDS OF HIGHLAND MEADOWS

EROSION & SEDIMENT CONTROL

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 29021

DATE: JUNE, 2023

SCALE: HORIZONTAL: 1" = 50'
VERTICAL: N/A

SHEET NO.: 16/16

OWNER/DEVELOPER
 EPCON COMMUNITIES
 ATTN: BRYAN DOUGHERTY
 500 STONEHEAD PARKWAY
 DUBLIN, OH 43017
 P: 614-652-3215

SURVEYOR
 CESO
 ATTN: STEVE CLUTTER
 175 MONTROSE WEST AVE, SUITE 400
 AKRON, OHIO 44321
 P: 330-842-9061
 E: CLUTTER@CESOINC.COM

BENCH MARKS
SOURCE
 FRANKLIN COUNTY ENGINEERING DEPARTMENT MONUMENT 04-0087. ELEV.=998.117 (NAVD 88)

UNION COUNTY BM
 1.2 MILES SOUTH ALONG STATE HIGHWAY 38 FROM THE SOUTH CORPORATION LIMIT OF MARYSVILLE, UNION COUNTY AT THE JUNCTION OF A ROAD LEADING WEST, 33.9' WEST OF THE CENTERLINE OF STATE HIGHWAY 38, 23.8' SOUTH OF THE CENTERLINE OF THE ROAD, 3.0' SOUTH OF A FENCE CORNER POST AND ABOUT 4' LOWER THAN THE HIGHWAY. A UNITED STATES GEOLOGICAL SURVEY STANDARD DISK, STAMPED 1022 AND SET IN THE TOP OF A CONCRETE POST. ELEV.=1019.61 (NAVD 88)

BM#101
 IRON PIN SET IN THE GROUND, 32'± EAST OF THE CENTERLINE OF JEROME ROAD, 1650'± SOUTH OF CENTERLINE OF BLANEY ROAD, 2910'± NORTH OF CENTERLINE OF HILL ROAD.
 N40°11'24.79", W83°10'49.00"
 ELEV.=962.96 (NAVD 88)

BM#106
 IRON PIN SET IN THE GROUND, NORTHEAST OF FUTURE RAVENHILL PARKWAY AND HYLAND-CROY ROAD ROUNDABOUT.
 N40°11'02.65", W83°11'24.36"
 ELEV.=967.05 (NAVD 88)

BM#201
 IRON PIN SET ON WEST SIDE OF US42, 1933'± SOUTH OF RAVENHILL PARKWAY INTERSECTION, 40' WEST OF US42 CENTERLINE.
 N40°10'58.88", W83°12'36.09"
 ELEV.=974.78 (NAVD 88)

BM#202
 IRON PIN SET ON SOUTH SIDE OF RAVENHILL PARKWAY, 1380'± WEST OF SMOKETREE DRIVE INTERSECTION, 21' SOUTH OF RAVENHILL PARKWAY CENTERLINE.
 N40°10'57.54", W83°11'55.75"
 ELEV.=968.03 (NAVD 88)

BM#203
 IRON PIN SET ON NORTH SIDE OF HARRIOTT ROAD, 1430'± EAST OF US42 INTERSECTION, 9' NORTH OF HARRIOTT ROAD CENTERLINE.
 N40°11'46.93", W83°11'32.70"
 ELEV.=965.78 (NAVD 88)

BM#204
 IRON PIN SET ON SOUTH SIDE OF HARRIOTT ROAD, 6'± WEST OF US42 INTERSECTION, 2' SOUTH OF HARRIOTT ROAD CENTERLINE.
 N40°11'45.06", W83°11'52.11"
 ELEV.=966.30 (NAVD 88)

STORMWATER MANAGEMENT
 THE STORMWATER MANAGEMENT CALCULATIONS ARE BASED ON THE CRITICAL STORM CALCULATION. DEVELOPED AREAS SHALL BE REQUIRED TO RELEASE THE CRITICAL STORM AND ALL LESSER STORMS AT A RATE NO GREATER THAN THE PREDEVELOPED ONE YEAR STORM EVENT. ALL STORMS OF GREATER INTENSITY THAN THAT OF THE CRITICAL STORM SHALL RELEASE AT THEIR RESPECTIVE PREDEVELOPED RATES PER UNION COUNTY REGULATIONS.

THE EXISTING LAND USE CONSISTS OF EXISTING FARM GROUND. THE TRIBUTARY AREAS FOR THIS STUDY ACCUMULATE AND DISCHARGE TO WET-EXTENDED DETENTION BASIN P-400. DESIGNED WITH EWING ROAD PHASE 2.

WATER QUALITY
 WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED WET-EXTENDED DETENTION BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC00005.

FLOODPLAIN
 THE DEVELOPMENT SITE IS LOCATED IN ZONE X, OUTSIDE OF 500-YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP, UNION COUNTY, OHIO, #39159C0380D, EFFECTIVE DATE DECEMBER 16, 2008.

OPEN SPACE
 OPEN SPACE TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF OPEN SPACE IS TO BE RESTRICTED TO NECESSARY STORMWATER MANAGEMENT FACILITIES, UTILITY EASEMENTS AND RECREATIONAL USE.

ZONING
 THE SITE IS ZONED PLANNED DEVELOPMENT DISTRICT (PD) IN ACCORDANCE WITH THE PROVISIONS OF CASE #PD06-110.

VARIANCE
 VARIANCE TO UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 1, SECTION 101 - STREET DESIGN, PARTS H, I & J. PART H - HORIZONTAL ALIGNMENT TO DEVIATE FROM THE MINIMUM RADIUS OF 150 FEET. PART I - PAVEMENT WIDTH TO DEVIATE FROM THE 28' CROWNED CURB SECTION AND INSTALL A 26' CROSS SLOPED CURB SECTION FOR ALL THE PRIVATE STREETS WITHIN THE DEVELOPMENT. PART J - CURBS ARE TO BE VARIED FROM THE COUNTY STANDARD 2" CURB IN FAVOR OF A 1" CURB SECTION.

VARIANCE TO UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 2, SECTION 202 - RIGID PAVEMENTS - THE PROPOSED STREET SECTION IS 6" OF ROLLER COMPACTED CONCRETE, CAPPED WITH 1.5" OF SURFACE ASPHALT. WE REQUEST TO REMOVE THE 4" AGGREGATE BASE.

VARIANCE TO UNION COUNTY SUBDIVISION REGULATIONS, ARTICLE 4, SECTION 412 - BLOCKS FOR THE BLOCK BOUNDED BY STREET A, STREET B & STREET C AT 382 FT.

PREVIOUSLY GRANTED:
 VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT-OF-WAY WIDTHS TO ALLOW A 50' RIGHT-OF-WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306-09. DATED 6-11-09.

INFRASTRUCTURE OWNERSHIP
 RIGHT-OF-WAY IN GPN-13 IS TO BE OWNED AND MAINTAINED BY THE COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION. USE OF RIGHT-OF-WAY TO BE RESTRICTED TO NECESSARY VEHICULAR ACCESS, STORMWATER CONVEYANCE FACILITIES AND UTILITIES.

STORM SEWER WITHIN GPN-13 IS TO OWNED AND MAINTAINED BY COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION. POND AND OUTLET WILL BE ON MAINTAINED BY HOME OWNERS ASSOCIATION.

WATERLINE WITHIN GPN-13 IS TO OWNED AND MAINTAINED BY COURTYARDS ON HYLAND RUN HOME OWNERS ASSOCIATION.

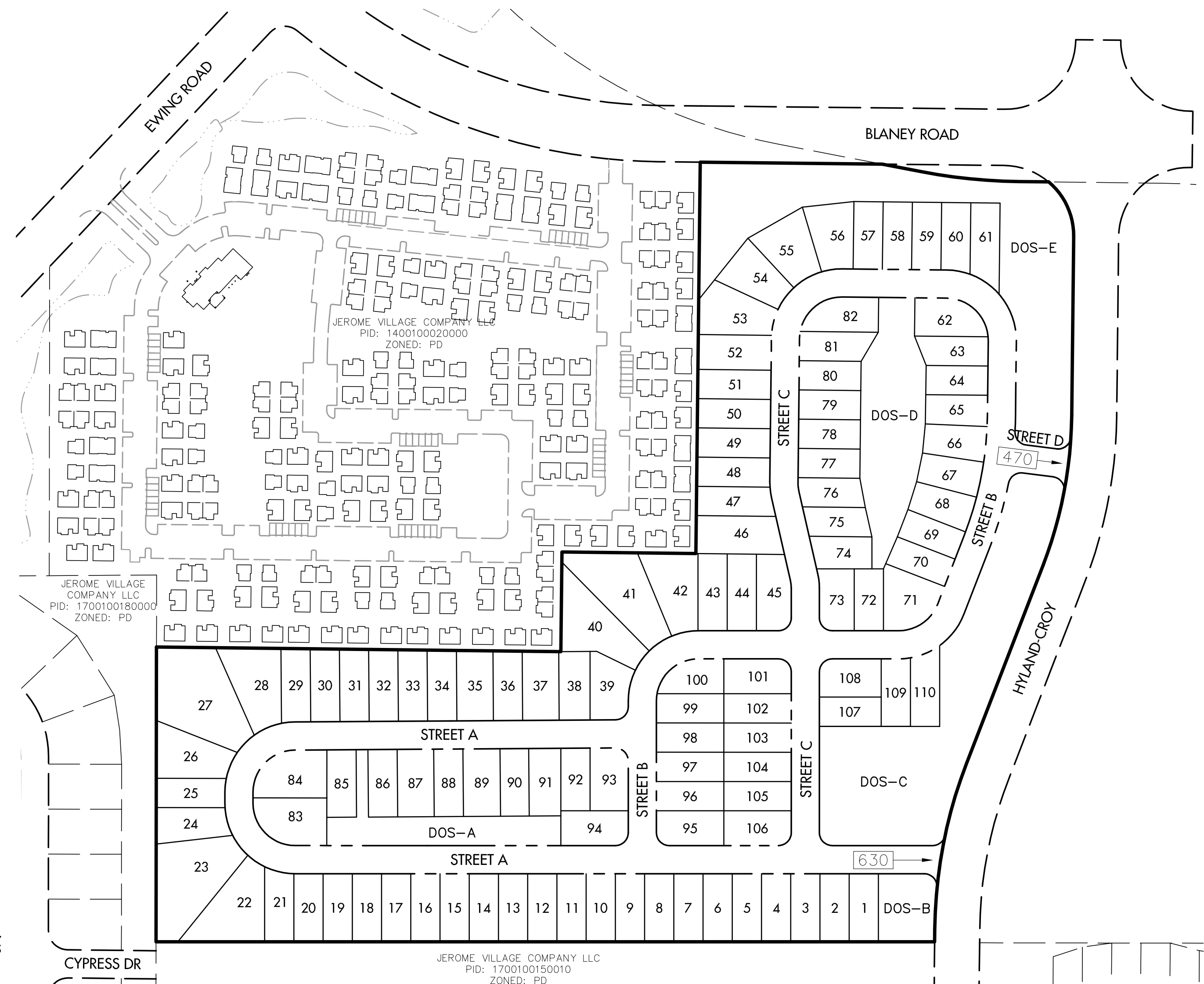
PARKING
 NO PARKING EXCEPT AT DESIGNATED PARKING AREAS ARE PERMITTED WITHIN THE ROADWAYS.

PRELIMINARY PLAT & PLAN FOR

THE COURTYARDS OF HYLAND MEADOWS

VIRGINIA MILITARY SURVEY (VMS) 3005
 JEROME TOWNSHIP, UNION COUNTY, OHIO

JUNE, 2023



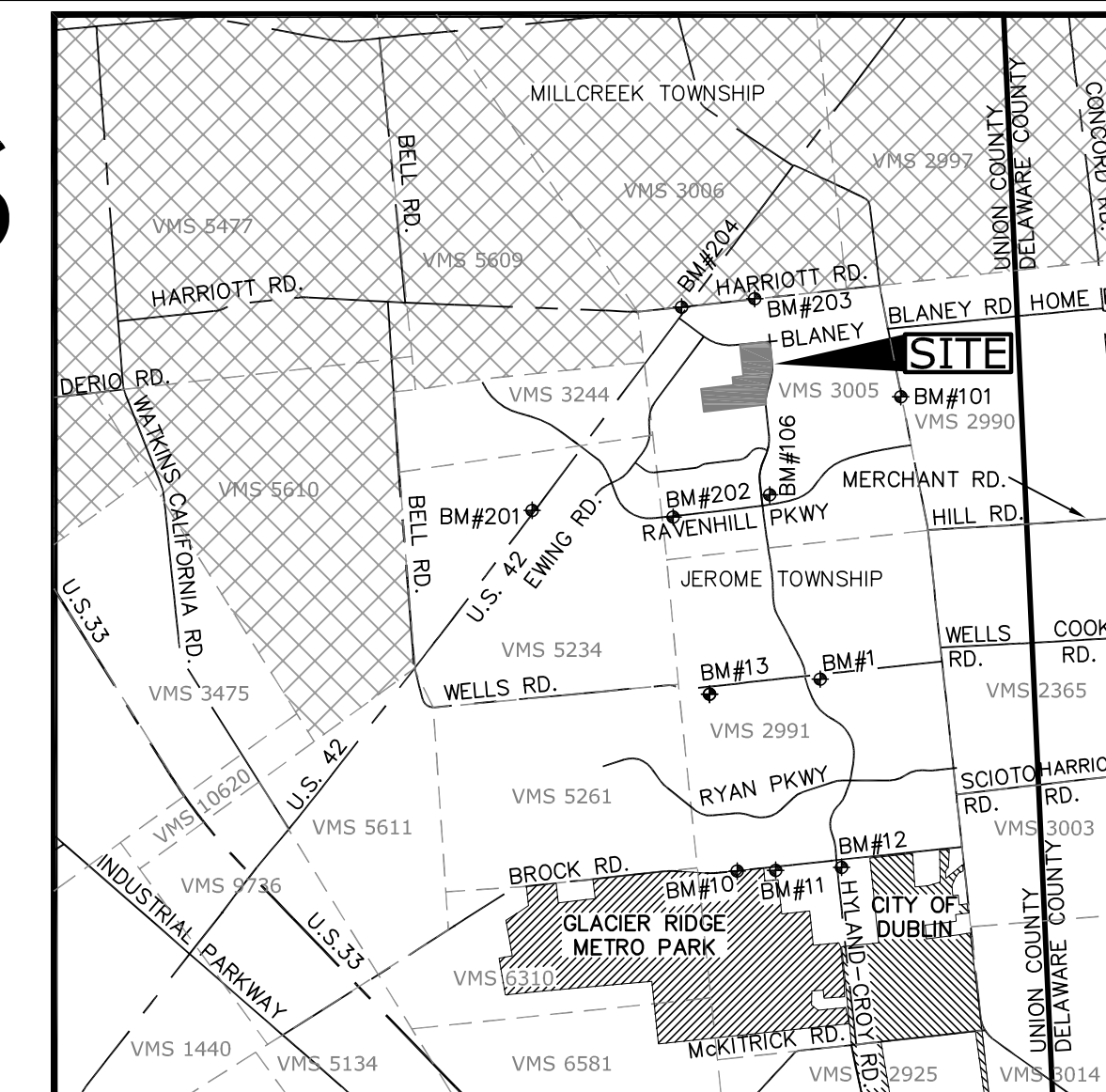
INDEX MAP
 SCALE: 1" = 150'

STANDARD DRAWINGS

THE FOLLOWING STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THIS PLAN:

- ODOT CB-3 MH-3
- COC 2319
- DCEO DCED-S168
- CITY OF MARYSVILLE WTR-01 WTR-03 WTR-05 WTR-08 WTR-09
- UNION COUNTY NO. 9

SURVEY DATA	
DESCRIPTION	BOUNDARY SURVEY DATE
SCHACHEBAUR	1/23/2007
MILLER	10/27/2006



LOCATION MAP
 SCALE: 1" = 4000'

GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
NET (# LOTS/LOT AREA)	5.902
MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	52'
FRONT YARD SETBACK	VARIES
REAR YARD SETBACK	5'
SIDE YARD SETBACK	5'

DOS = DEDICATED OPEN SPACE

SHEET INDEX

- 1 COVER SHEET
- 2 TYPICAL SECTION & DETAILS
- 3 EXISTING CONDITIONS PLAN
- 4-5 PRELIMINARY PLAT
- 6 COMPOSITE UTILITY PLAN
- 7-11 PRELIMINARY STREET PLAN & PROFILE
- 12-13 GRADING PLAN
- 14 POST DEVELOPED STORMWATER MANAGEMENT PLAN
- 15-16 EROSION & SEDIMENT CONTROL PLAN

GRAPHIC SCALE
 150 75 0 75 150
 (IN FEET)
 1 inch = 150 ft.

REVISION	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

COVER SHEET

DRAWING SET STATUS:
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

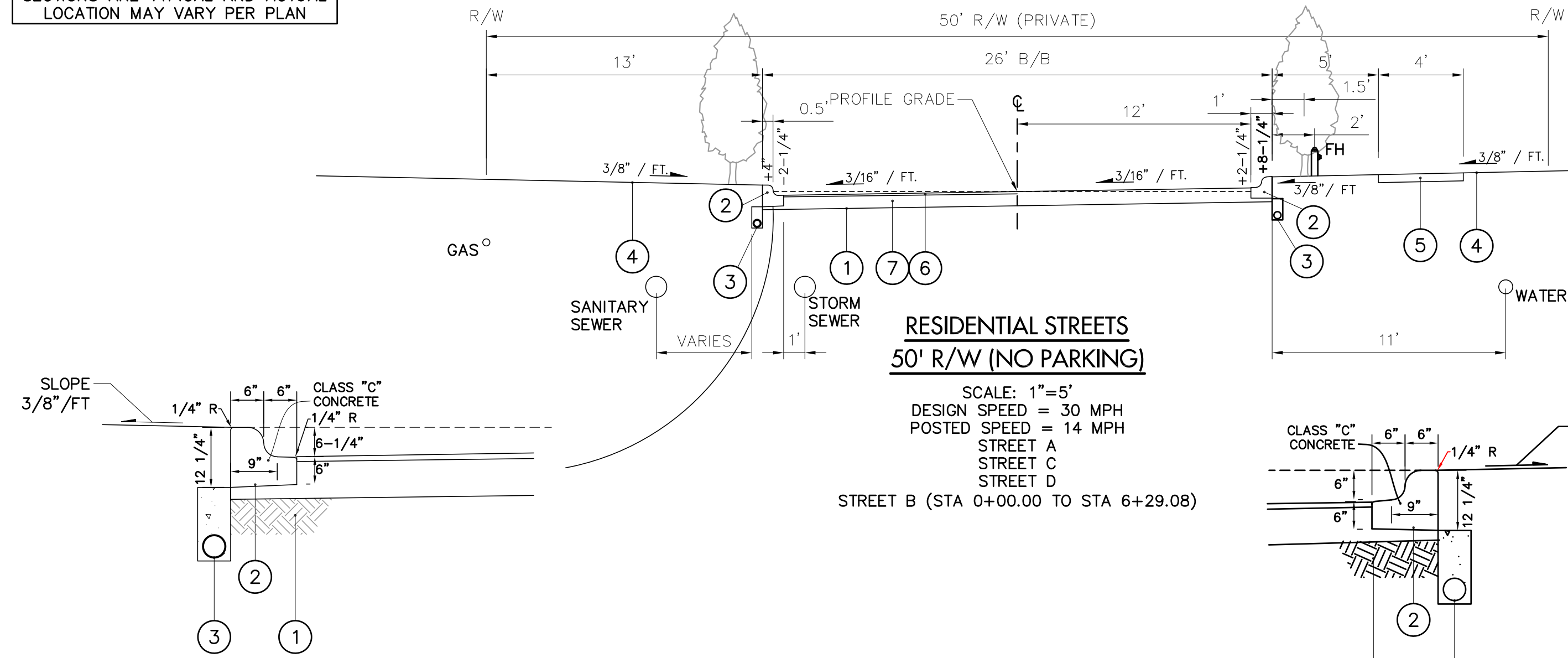
DATE: JUNE, 2023

SCALE:
 HORIZONTAL: 1" = 150'
 VERTICAL: N/A

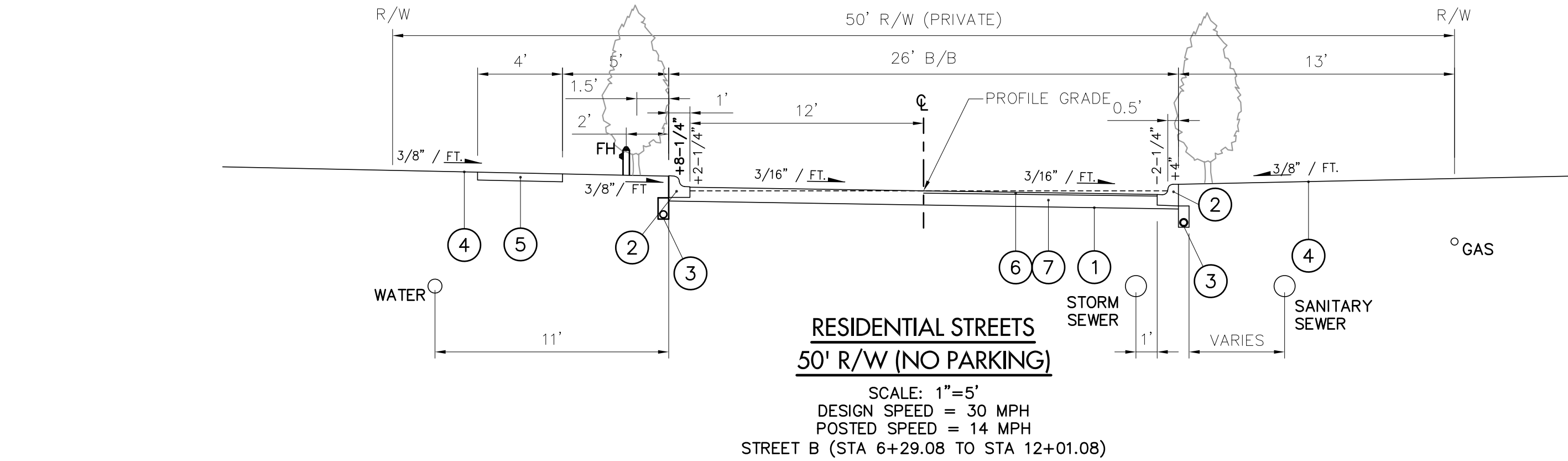
SHEET NO.: 1/16



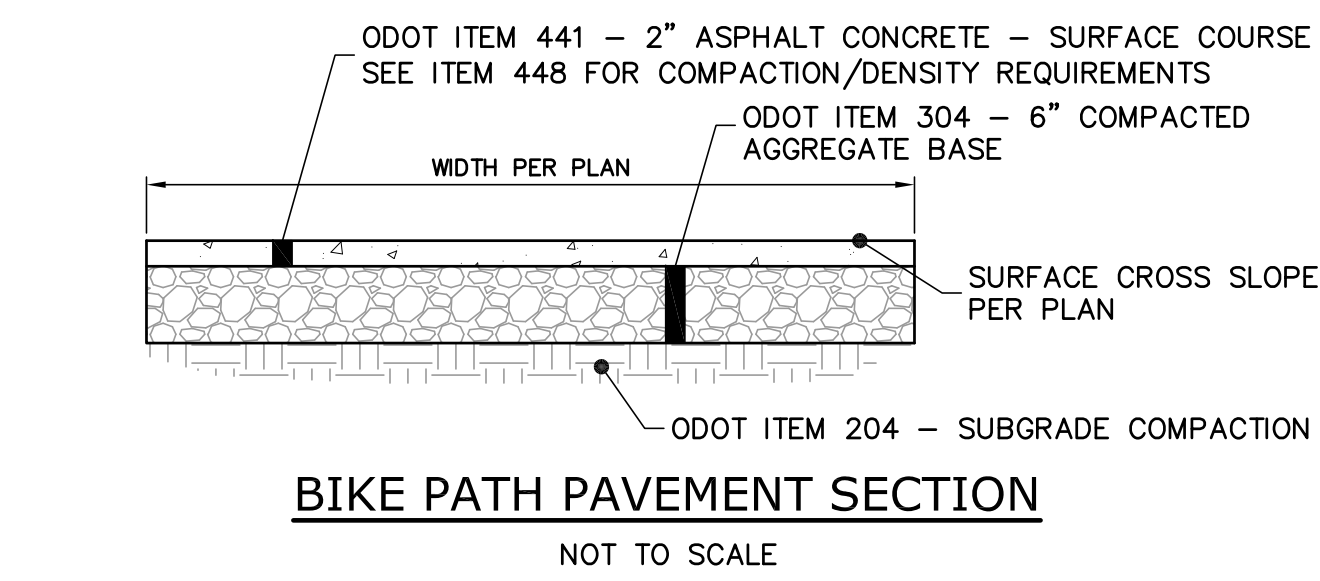
UTILITY LOCATIONS SHOWN IN TYPICAL SECTIONS ARE TYPICAL AND ACTUAL LOCATION MAY VARY PER PLAN



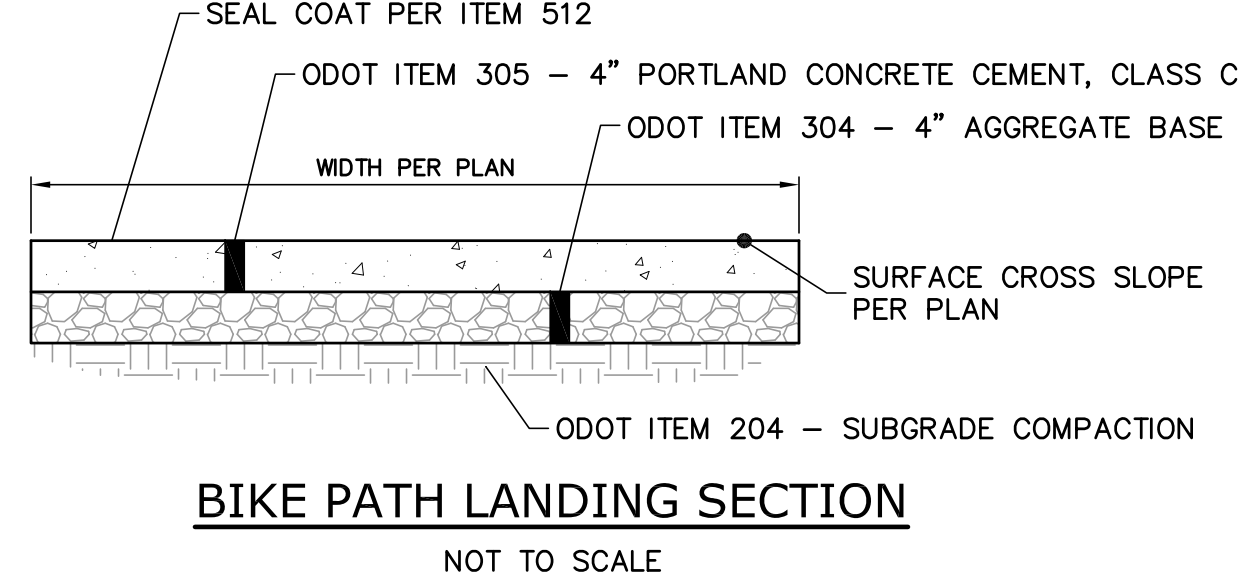
12" CONCRETE TILT OUT CURB
NOT TO SCALE
SEE TYPICAL SECTION FOR PIPE UNDERDRAIN LOCATION



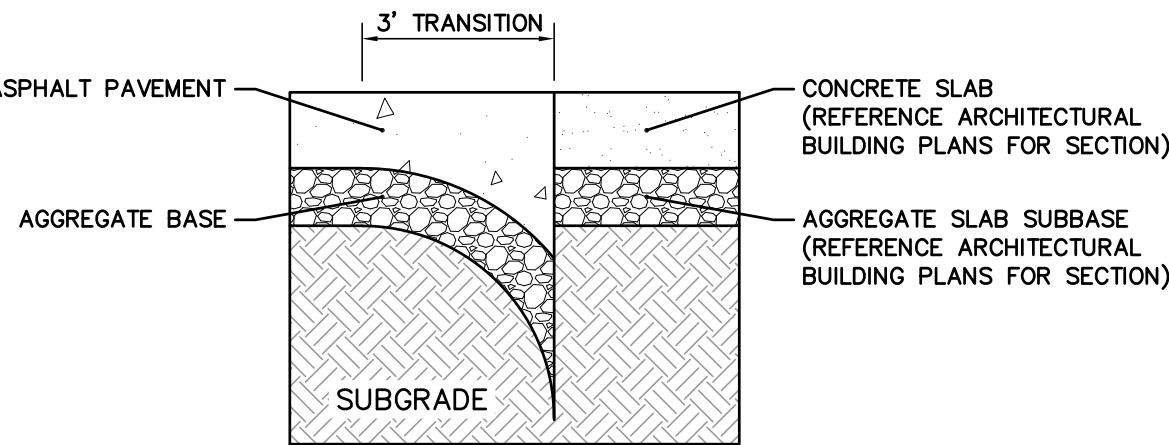
**RESIDENTIAL STREETS
50' R/W (NO PARKING)**
SCALE: 1"=5'
DESIGN SPEED = 30 MPH
POSTED SPEED = 14 MPH
STREET A
STREET C
STREET D
STREET B (STA 6+29.08 TO STA 12+01.08)



BIKE PATH PAVEMENT SECTION
NOT TO SCALE

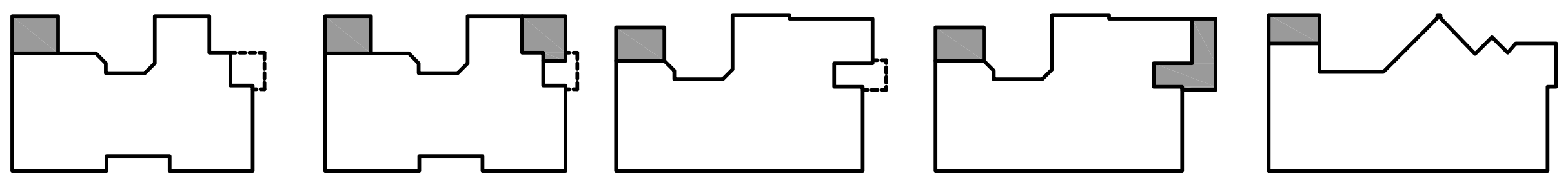


BIKE PATH LANDING SECTION
NOT TO SCALE



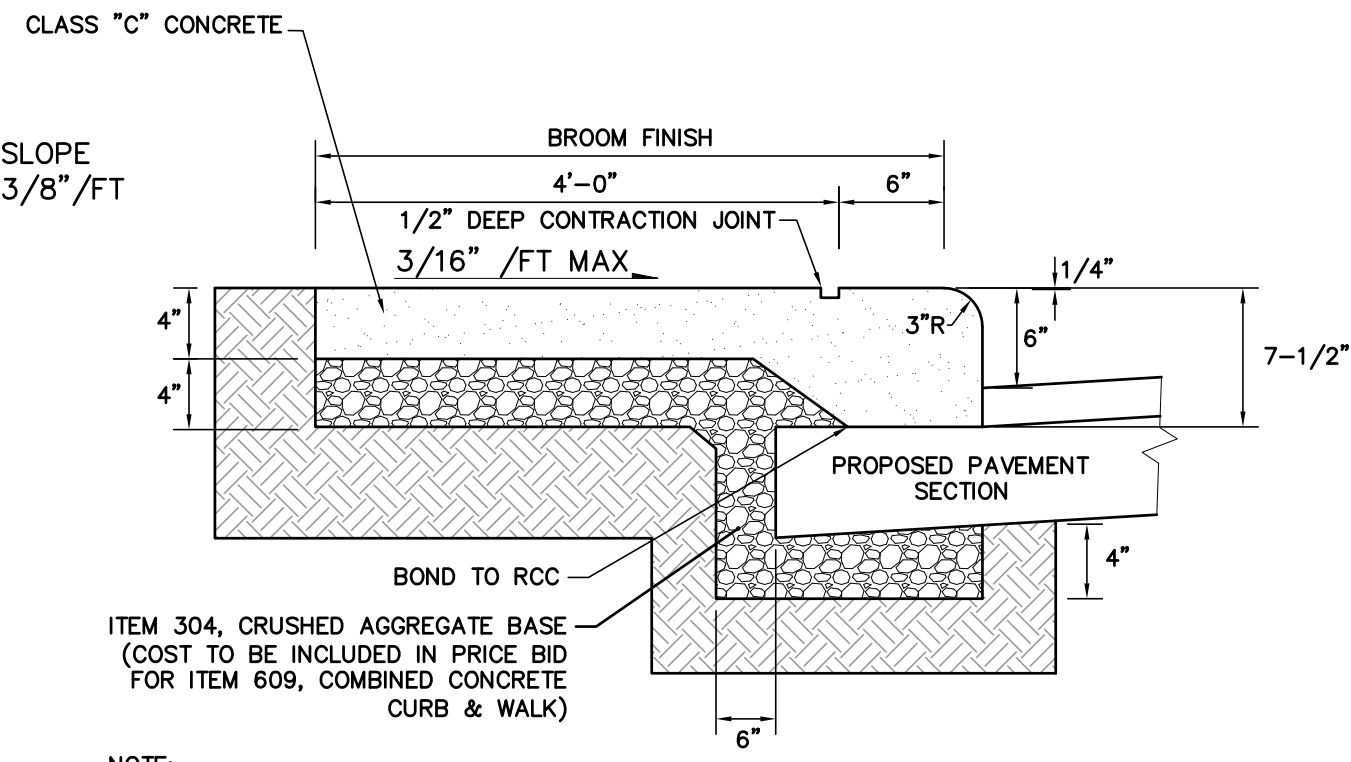
GARAGE ENTRY APPROACH
NOT TO SCALE

NOTE A:
ALL PAVEMENT MATERIALS SHALL CONFORM TO THE CITY OF COLUMBUS CONSTRUCTION AND MATERIAL DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS.



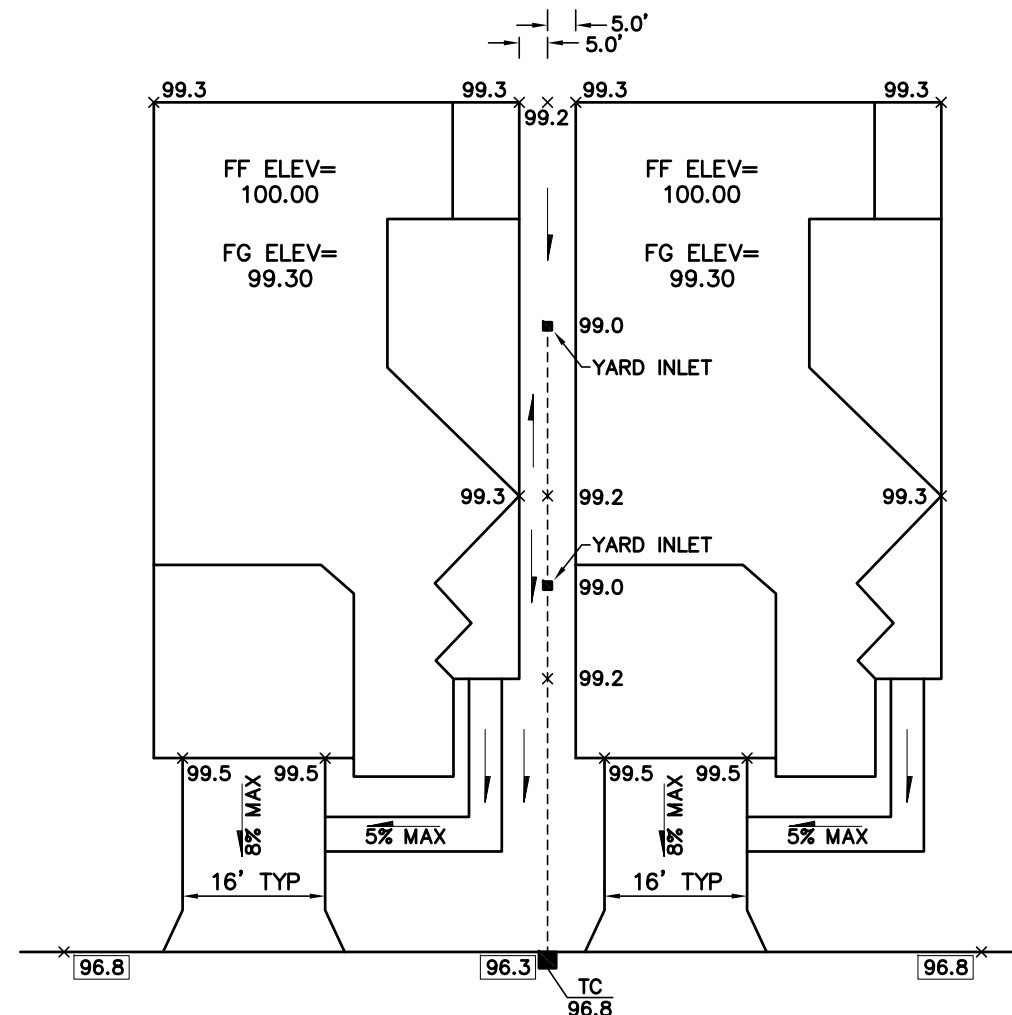
BUILDING TYPES
NOT TO SCALE

- ① ITEM 204, SUBGRADE COMPACTION
- ② ITEM 609, 12" CONCRETE TILT OUT CURB
- ③ ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
- ④ ITEM 659, SEEDING & MULCHING
- ⑤ ITEM 608, 4" CONCRETE SIDEWALK
- ⑥ ITEM 441, 1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22 (448)
- ⑦ 6" ROLLER COMPACTED CONCRETE
SN = 3.52



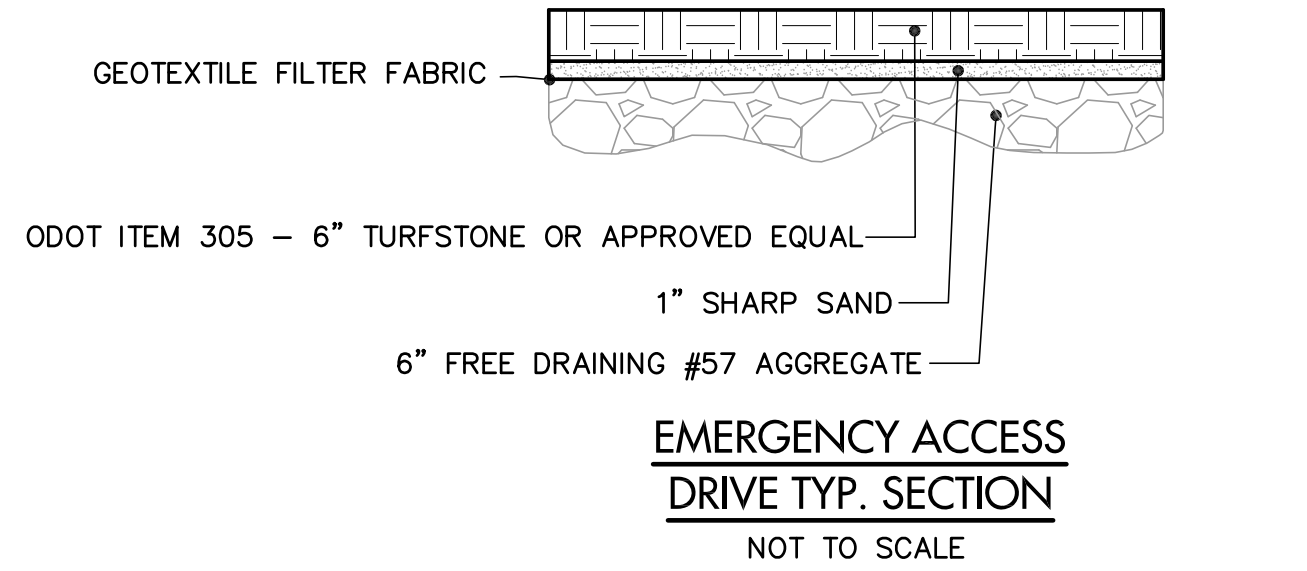
NOTE:
SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH ODOT ITEM 608.03 UNLESS OTHERWISE DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS

STANDARD COMBINED CURB & SIDEWALK
NOT TO SCALE
SEE NOTE "A", THIS SHEET

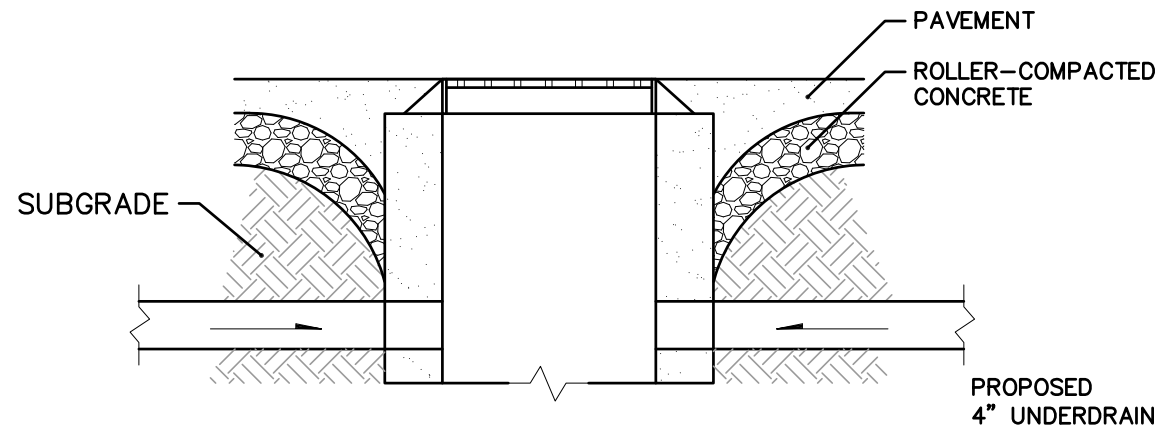
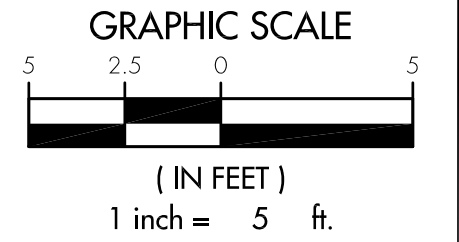


X XX.X PAVEMENT / GROUND ELEVATION
X XX.X TOP OF CURB ELEVATION

TYPICAL DETACHED BUILDING GRADING
NOT TO SCALE



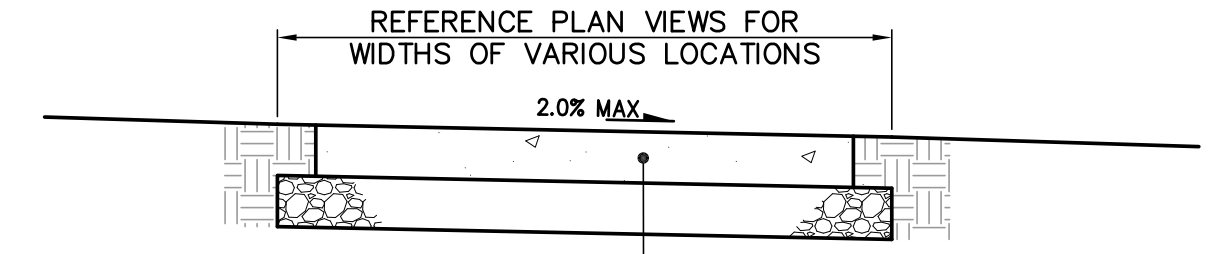
**EMERGENCY ACCESS
DRIVE TYP. SECTION**
NOT TO SCALE



NOTE:
THE CONTRACTOR SHALL INITIALLY SET THE TOP OF CASTING FOR AN INLET STRUCTURE WITHIN THE PAVED AREAS TO THE ELEVATION OF THE ROLLER COMPACTED CONCRETE COURSE, ITEM SPEC. PRIOR TO FINAL PAVING OF SURFACE COURSE, ITEM 448, THE CONTRACTOR SHALL ADJUST THE TOP OF CASTING TO FINISH PAVEMENT GRADE. COST OF THE ABOVE SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED PAVING ITEMS.

TYPICAL SECTION FOR STRUCTURES WITHIN PAVEMENT
NOT TO SCALE

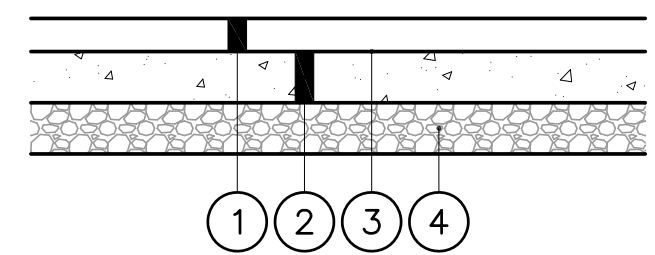
NOTES:
ALL CURB RAMPS AND SIDEWALKS SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE MOST CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA), INCLUDING ALL SUPPLEMENTS AND REPLACEMENT DRAWINGS ISSUED THERETO.
ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MINIMUM CROSS-SLOPE OF 2.0%.
TYPE A DETACHABLE WARNING SHALL BE INSTALLED AS PER CITY OF COLUMBUS STANDARD DRAWING 2319
5'-W/IN RIGHT-OF-WAY, ±4'-PRIVATE WALK LANDING AREA, AT TOP AND BOTTOM OF CURB RAMPS, SLOPE NOT TO EXCEED 2.0% MAXIMUM IN ALL DIRECTIONS
- SIDEWALK RAMPS SHALL NOT EXCEED 7.56% MAXIMUM SLOPE.
* CURB TO TRANSITION FROM FULL HEIGHT 6" TO 0" OVER LENGTH OF RAMP



ODOT ITEM 608 - 4" CONCRETE SIDEWALK (CLASS "C" CONCRETE)
ODOT ITEM 304 - 4" CRUSHED AGGREGATE BASE (COST TO BE INCLUDED IN PRICE BID FOR ITEM 608, CONCRETE WALK)

NOTES:
SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH CMSC ITEM 608.03 UNLESS OTHERWISE DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS

SIDEWALK SECTION
NOT TO SCALE
SEE NOTE "A", THIS SHEET



- ① ITEM 448, 2-1/2" ASPHALT CONCRETE
- ② ITEM 304, 8" CRUSHED AGGREGATE BASE
- ③ ITEM 408, BITUMINOUS PRIME COAT (0.40 GAL/SY)
- ④ ITEM 204, SUBGRADE COMPACTION

**TYPICAL LIGHT DUTY PAVEMENT SECTION
(PRIVATE DRIVEWAYS)**
NOT TO SCALE
SEE NOTE "A", THIS SHEET

REVISION	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO
EPCON
THE COURTYARDS OF HYLAND MEADOWS
TYPICAL SECTION & DETAILS

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021
DATE: JUNE, 2023
SCALE:
HORIZONTAL: 1" = 5'
VERTICAL: N/A
SHEET NO.: 2/16

LEGEND

EXISTING
RIGHT-OF-WAY
ROADWAY CENTERLINE
UTILITY EASEMENT
SOILS BOUNDARY PER-USDA

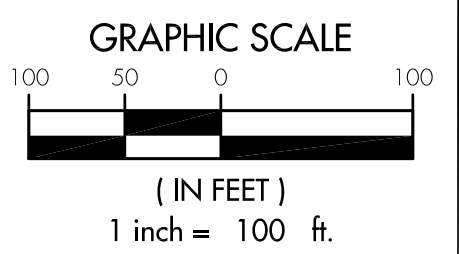
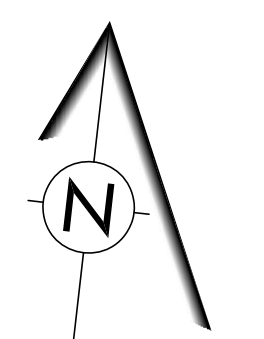
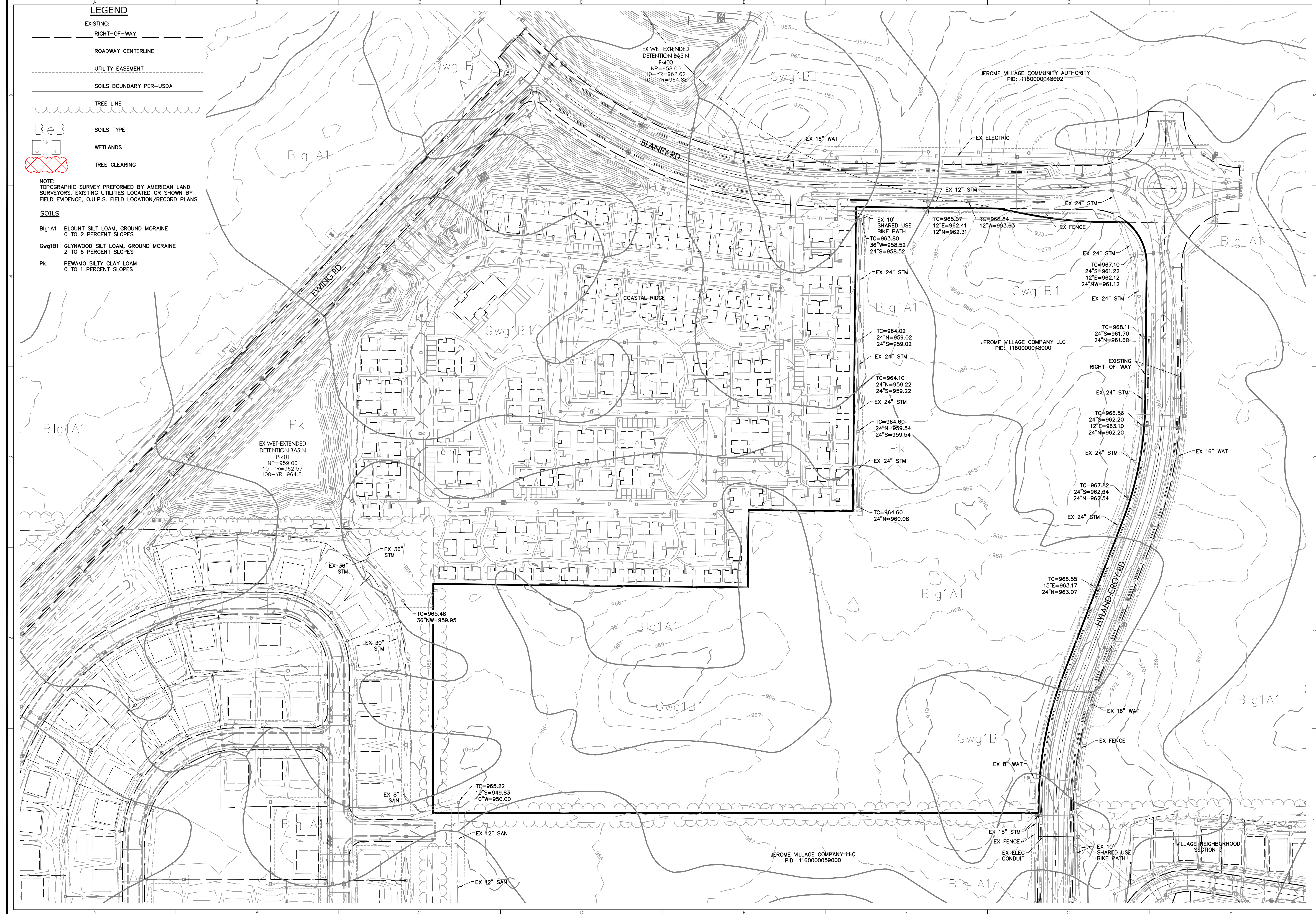
TREE LINE

Soils Type: BeB
WETLANDS
TREE CLEARING

NOTE: TOPOGRAPHIC SURVEY PERFORMED BY AMERICAN LAND SURVEYORS. EXISTING UTILITIES LOCATED OR SHOWN BY FIELD EVIDENCE, G.U.P.S. FIELD LOCATION/RECORD PLANS.

SOILS

Blg1A1 BLOUNT SILT LOAM, GROUND MORANE 0 TO 2 PERCENT SLOPES
Gwg1B1 GLYNWOOD SILT LOAM, GROUND MORANE 2 TO 6 PERCENT SLOPES
Pk PEWAMO SILTY CLAY LOAM 0 TO 1 PERCENT SLOPES



REVISION		DATE
BY		

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HIGHLAND MEADOWS

EXISTING CONDITIONS

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 100'
VERTICAL: N/A

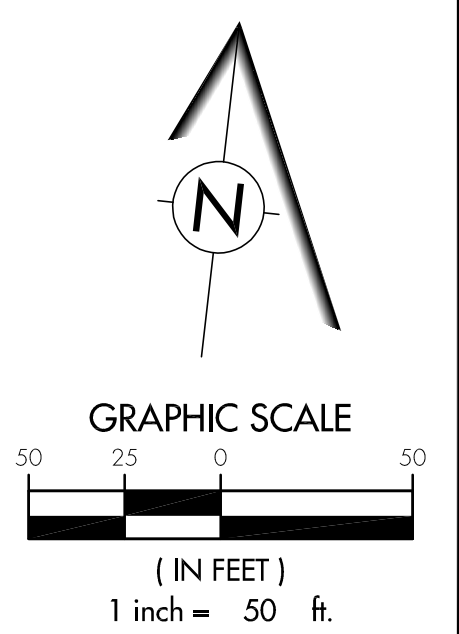
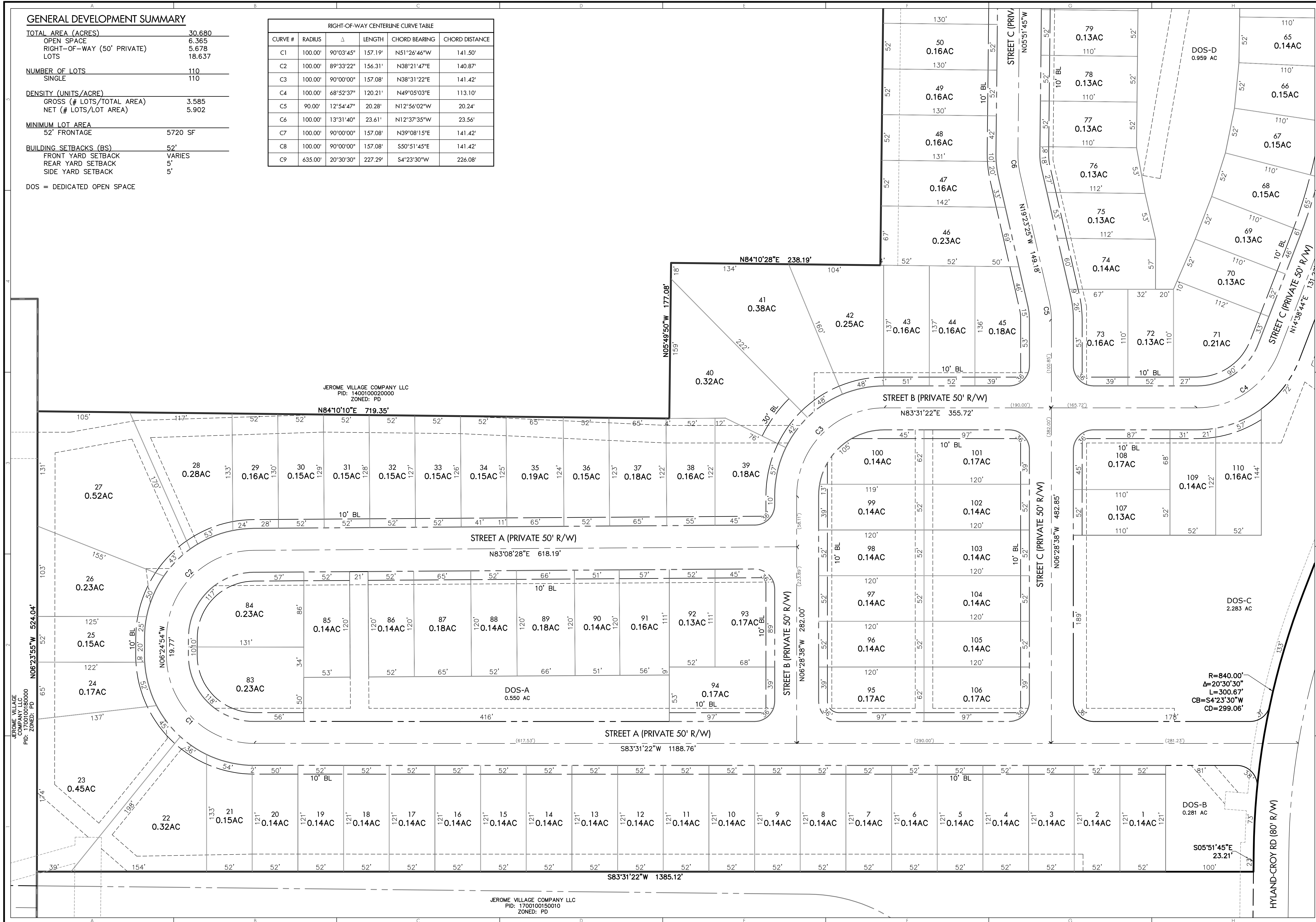
SHEET NO.: 3/16

GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
NET (# LOTS/LOT AREA)	5.902
MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	
FRONT YARD SETBACK	52'
REAR YARD SETBACK	VARIES
SIDE YARD SETBACK	5'

DOS = DEDICATED OPEN SPACE

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	90°03'45"	157.19'	N51°26'46"W	141.50'
C2	100.00'	89°33'22"	156.31'	N38°21'47"E	140.87'
C3	100.00'	90°00'00"	157.08'	N38°31'22"E	141.42'
C4	100.00'	68°52'37"	120.21'	N49°05'03"E	113.10'
C5	90.00'	12°54'47"	20.28'	N12°56'02"W	20.24'
C6	100.00'	13°31'40"	23.61'	N12°37'35"W	23.56'
C7	100.00'	90°00'00"	157.08'	N39°08'15"E	141.42'
C8	100.00'	90°00'00"	157.08'	S50°51'45"E	141.42'
C9	635.00'	20°30'30"	227.29'	S4°23'30"W	226.08'



#	REVISION	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO
EPCON
 THE COURTYARDS OF HIGHLAND MEADOWS
PRELIMINARY PLAN

DRAWING SET STATUS:
 PRELIMINARY ENGINEERING SET
 AGENCY REVIEW SET
 CONSTRUCTION DOCUMENT SET
 AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021
 DATE: JUNE, 2023
 SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

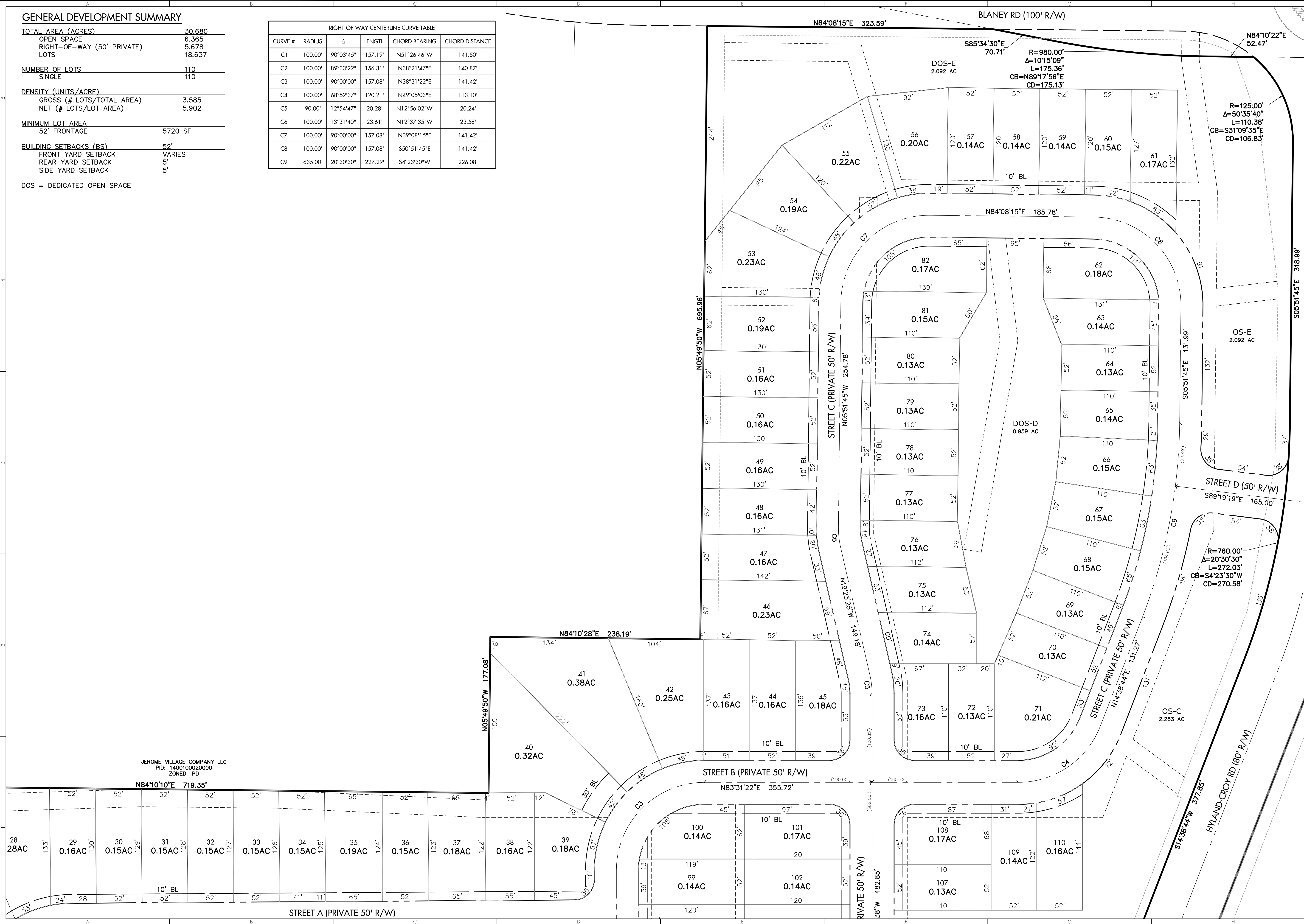
SHEET NO.: 4/16

GENERAL DEVELOPMENT SUMMARY

TOTAL AREA (ACRES)	30.680
OPEN SPACE	6.365
RIGHT-OF-WAY (50' PRIVATE)	5.678
LOTS	18.637
NUMBER OF LOTS	110
SINGLE	110
DENSITY (UNITS/ACRE)	
GROSS (# LOTS/TOTAL AREA)	3.585
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MINIMUM LOT AREA	
52' FRONTAGE	5720 SF
BUILDING SETBACKS (BS)	
FRONT YARD SETBACK	VARIES
REAR YARD SETBACK	5'
SIDE YARD SETBACK	5'

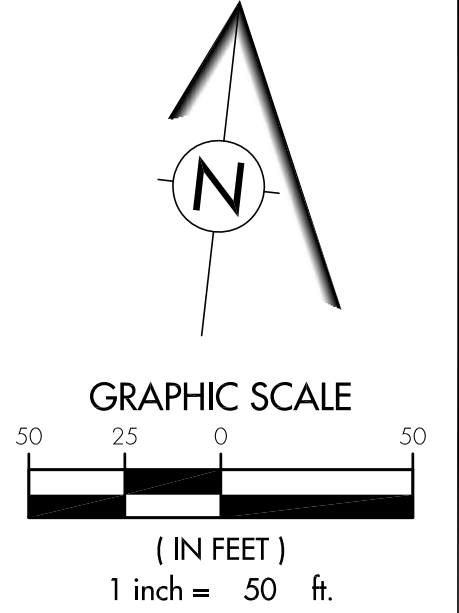
DOS = DEDICATED OPEN SPACE

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	90°03'45"	157.19'	N51°26'46"W	141.50'
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C3	100.00'	90°00'00"	157.08'	N38°31'22"E	141.42'
C4	100.00'	68°52'37"	120.21'	N49°05'03"E	113.10'
C5	90.00'	12°54'47"	20.28'	N12°56'02"W	20.24'
C6	100.00'	13°31'40"	23.61'	N12°37'35"W	23.56'
C7	100.00'	90°00'00"	157.08'	N39°08'15"E	141.42'
C8	100.00'	90°00'00"	157.08'	S50°51'45"E	141.42'
C9	635.00'	20°30'30"	227.29'	S4°23'30"W	226.08'



JEROME VILLAGE COMPANY LLC
PID: 1400100020000
ZONED: PD

N84°10'10"E 719.35'



REVISION	DATE	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY PLAT

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JJPW

PROJECT NO.: 23-021

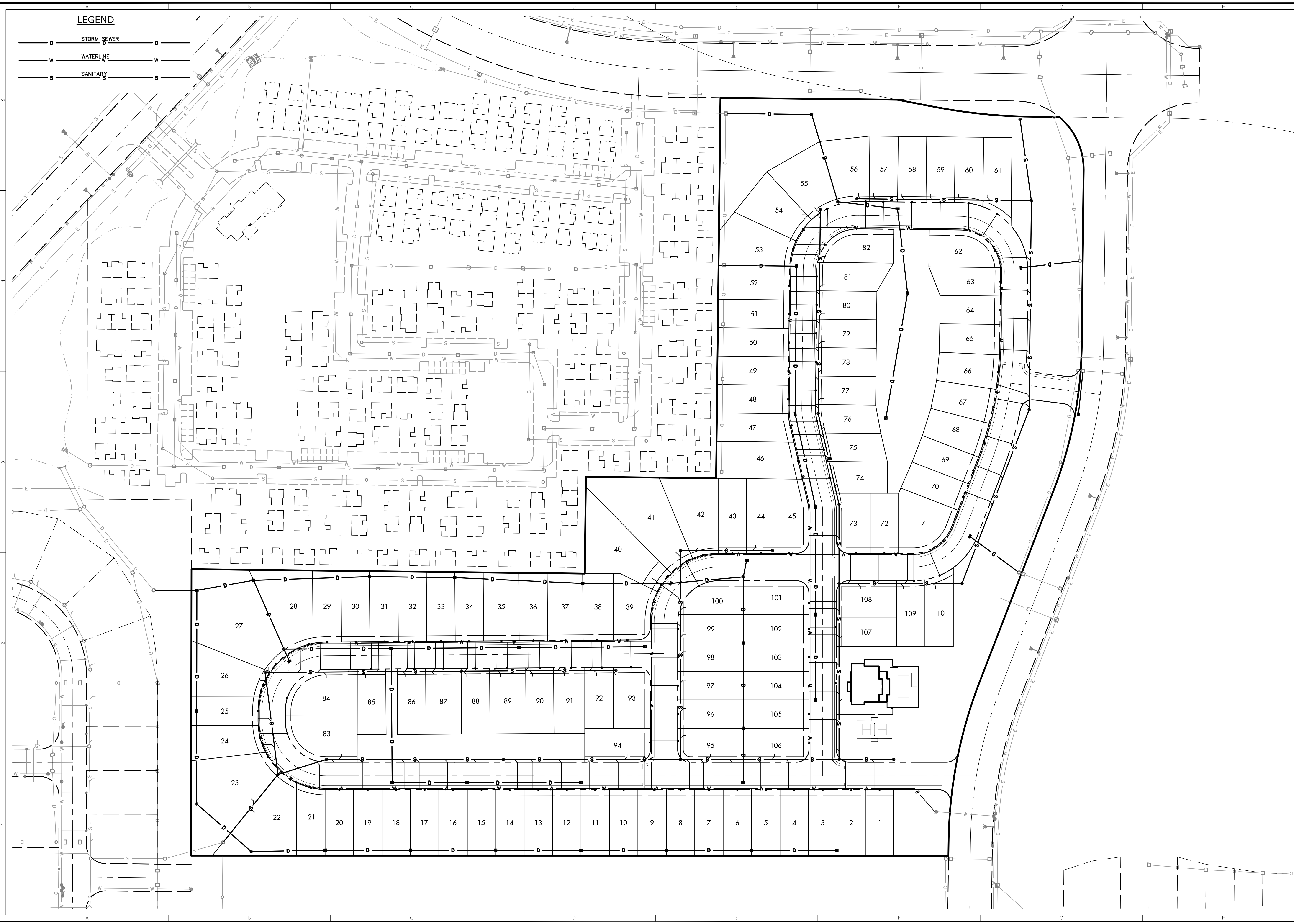
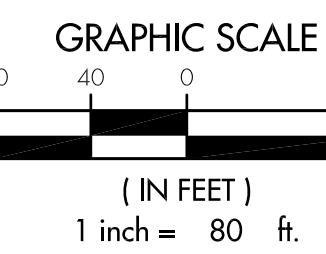
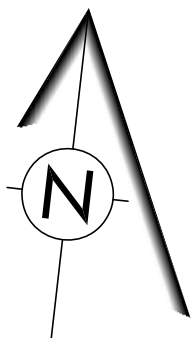
DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: N/A

SHEET NO.: 5/16

LEGEND

- STORM SEWER
- WATERLINE
- SANITARY



REVISION #	DATE	BY	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

COMPOSITE UTILITY PLAN

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

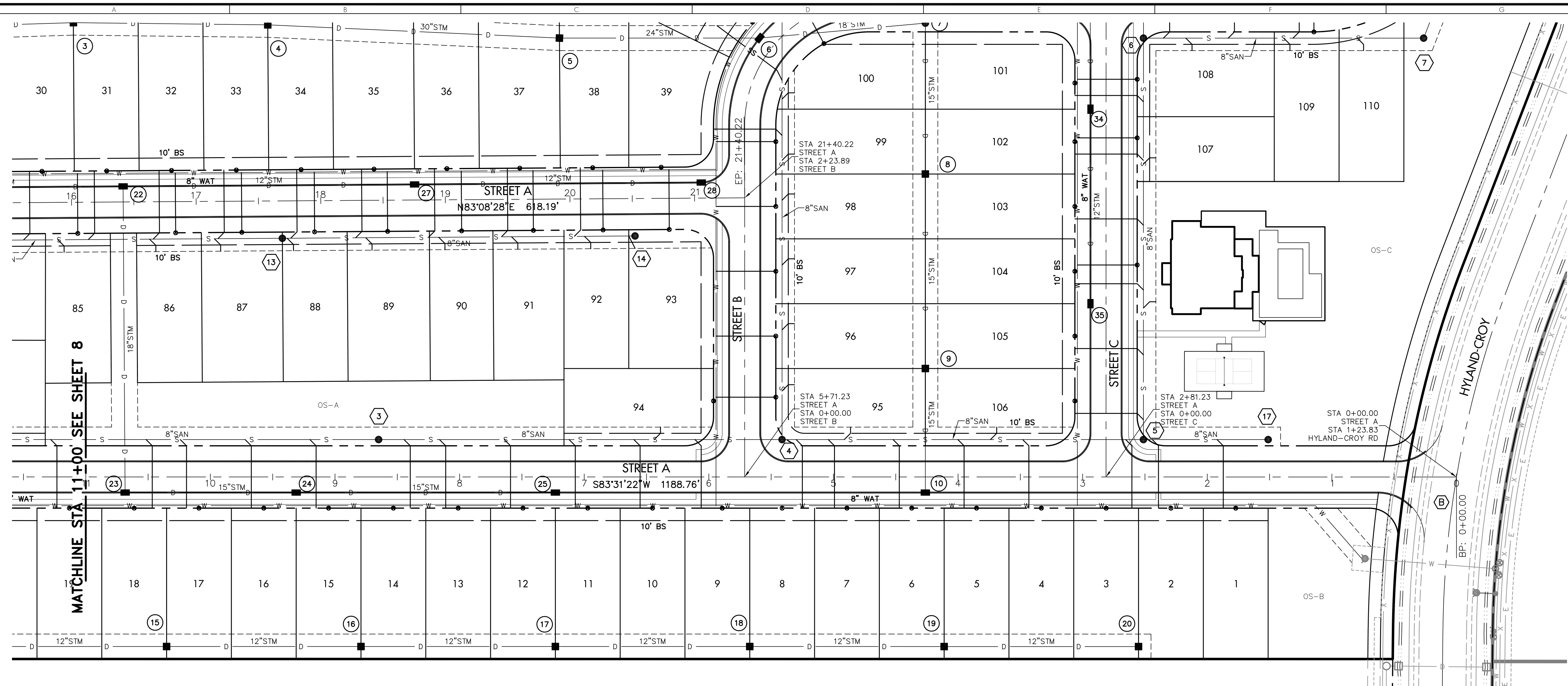
PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 6/16

\\23-021\23-021\DWG\23-021-005-Engineering\Sheet\Form\23-021-005-UTILITY.dwg by dgr on 06/20/2023 @ 10:32:27 am © TerrainEvolution, Inc.



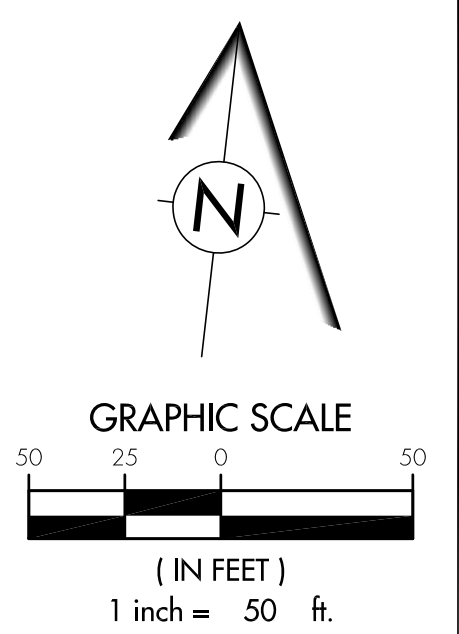
LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- TEMPORARY BARRICADE
- ODOT 203 FILL
- COMPACTED GRANULAR BACKFILL

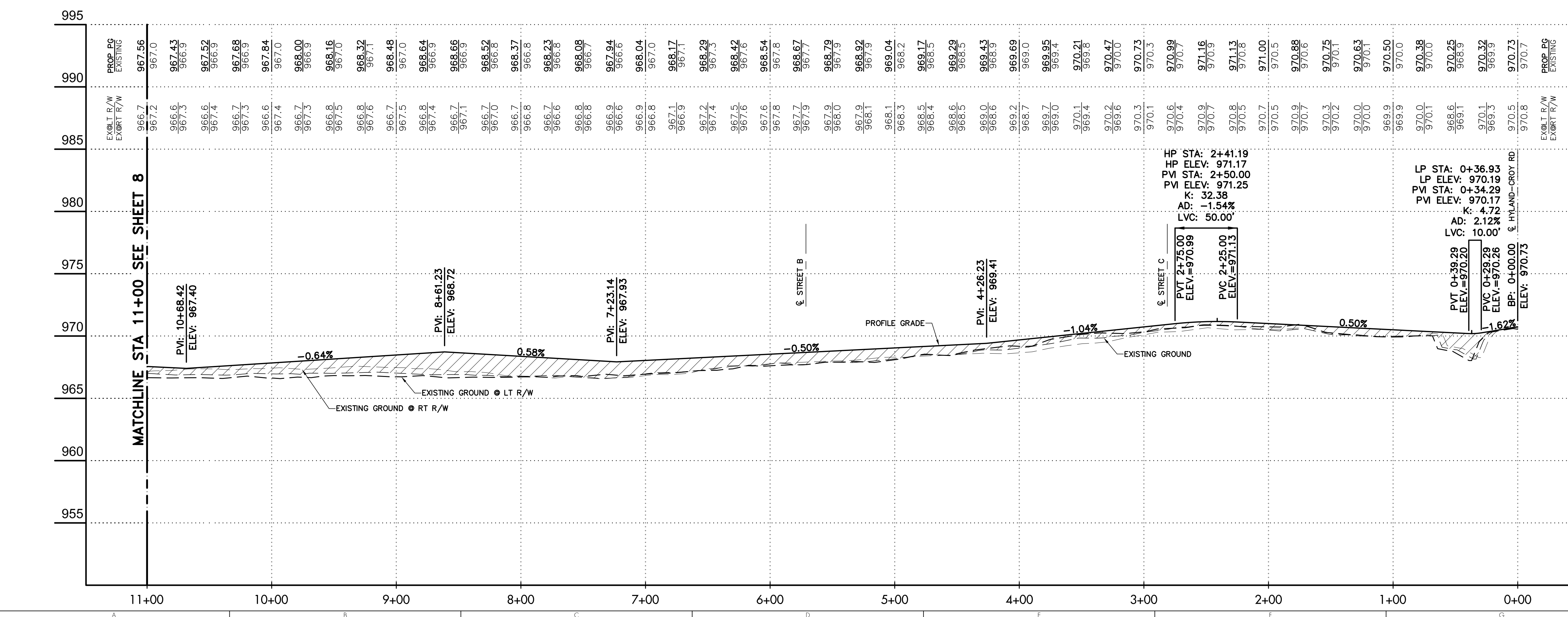


REVISION	DATE	BY	DESCRIPTION OF CHANGE

CODED NOTES

(A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS

(B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET A

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

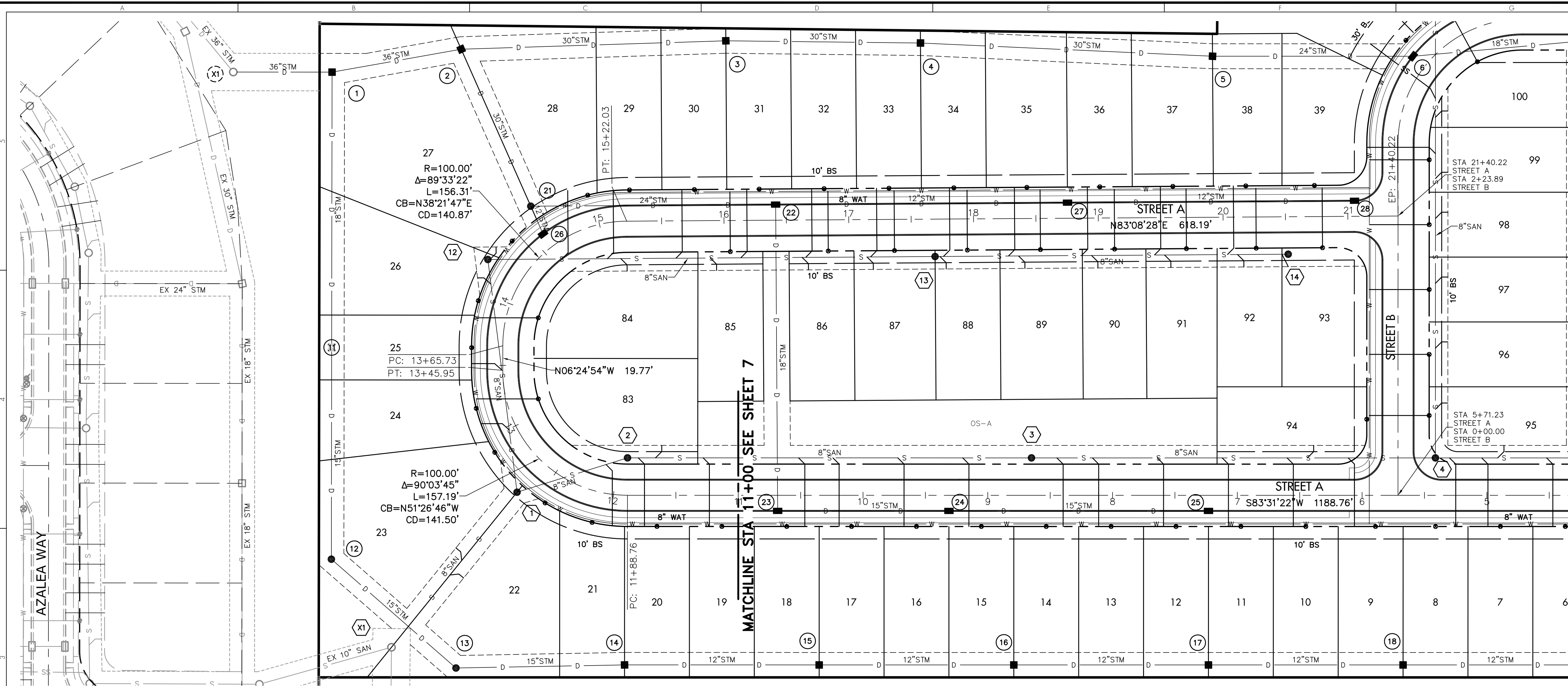
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

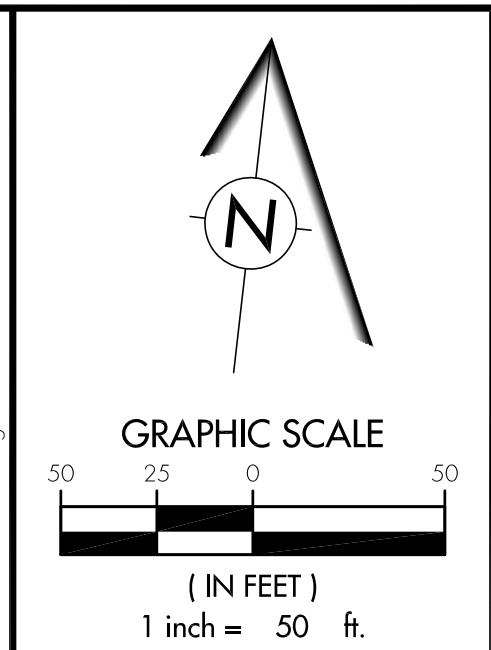
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 7/16



LEGEND

EXISTING:	PROPOSED:
RIGHT-OF-WAY	RIGHT-OF-WAY
ROADWAY CENTERLINE	ROADWAY CENTERLINE
UTILITY EASEMENT	UTILITY EASEMENT
WATERLINE	WATERLINE
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
ELECTRIC	ELECTRIC
ROADWAY CENTERLINE	ROADWAY CENTERLINE
UTILITY EASEMENT	UTILITY EASEMENT
WATERLINE	WATERLINE
WATER VALVE	WATER VALVE
REDUCER	REDUCER
FIRE HYDRANT	FIRE HYDRANT
STORM SEWER	STORM SEWER
STORM SEWER MANHOLE	STORM SEWER MANHOLE
STORM SEWER CATCH BASIN	STORM SEWER CATCH BASIN
TEMPORARY BARRICADE	TEMPORARY BARRICADE
ODOT 203 FILL	ODOT 203 FILL
COMPACTED GRANULAR BACKFILL	COMPACTED GRANULAR BACKFILL



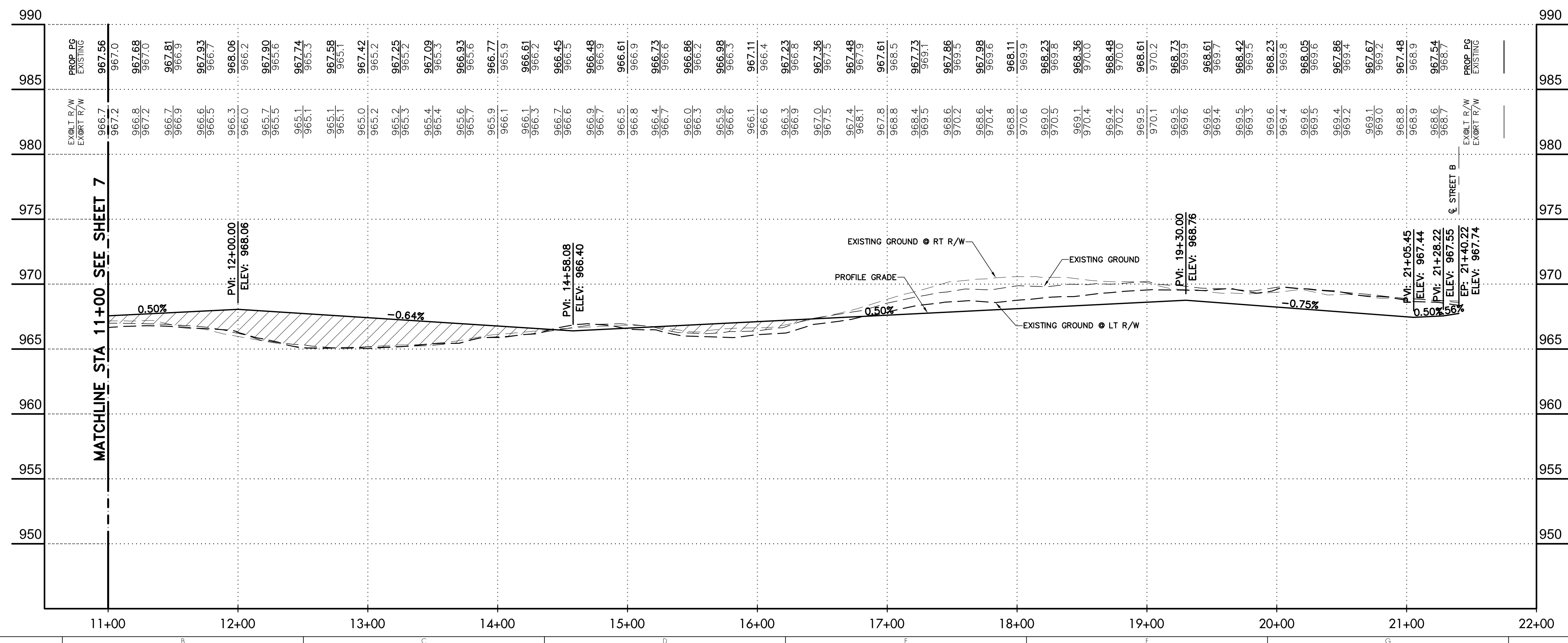
CODED NOTES

(A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS

(B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED

REVISION	
DATE	BY

CHANGE ORDER SCHEDULE	DESCRIPTION OF CHANGE

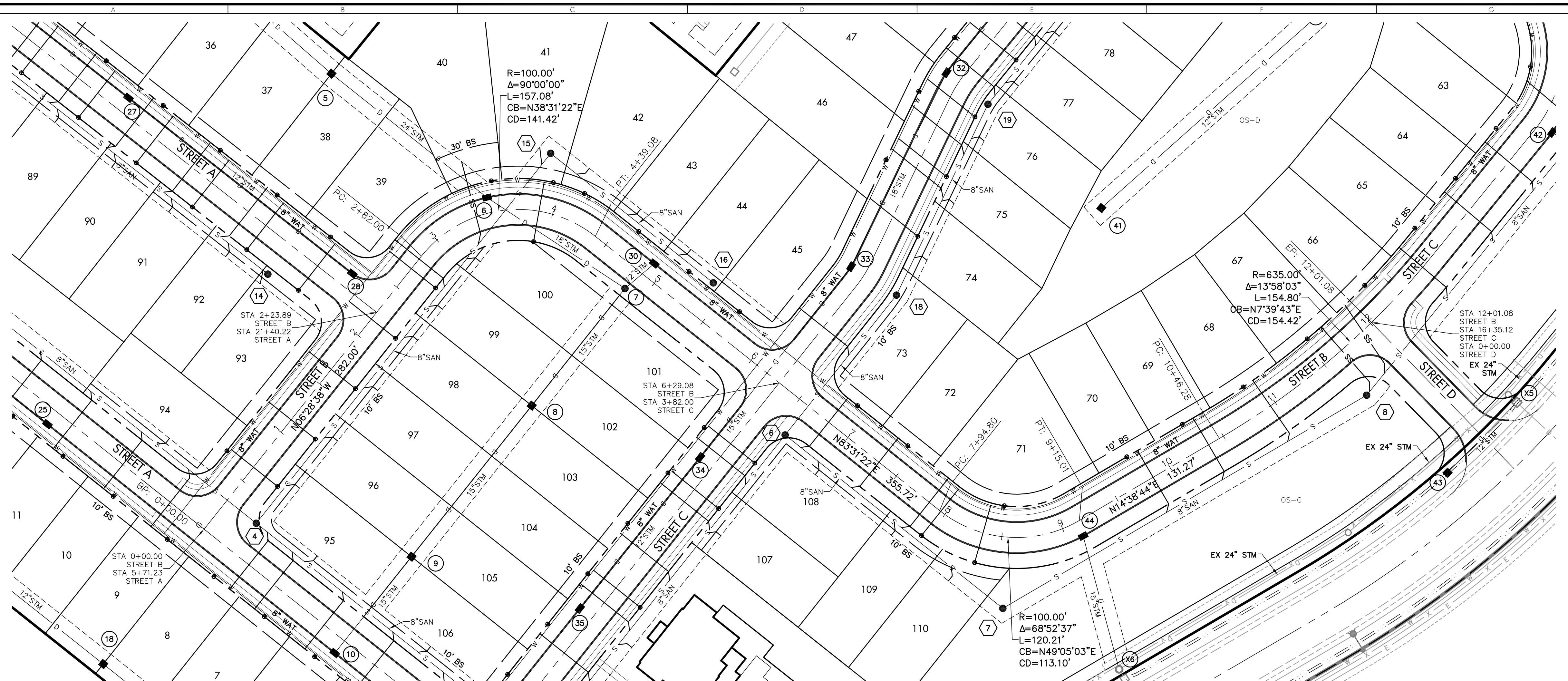


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JEROME TOWNSHIP, UNION COUNTY, OHIO	EPCON	THE COURTYARDS OF HYLAND MEADOWS
PRELIMINARY STREET PLAN & PROFILE		
STREET A		
DRAWING SET STATUS:		
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<input type="checkbox"/>	AGENCY REVIEW SET	
<input type="checkbox"/>	CONSTRUCTION DOCUMENT SET	
<input type="checkbox"/>	AS-BUILT DOCUMENT SET	
DESIGN:	DRAFT:	CHECK:
DGR	DGR	JPW
PROJECT NO.: 23-021		
DATE: JUNE, 2023		
SCALE:		
HORIZONTAL: 1" = 50'		
VERTICAL: 1" = 5'		
SHEET NO.:		8/16



LEGEND

EXISTING:

- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

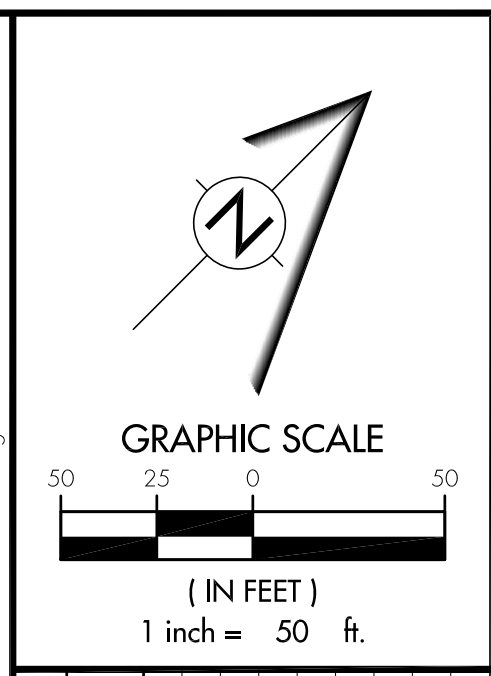
PROPOSED:

- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- TEMPORARY BARRICADE
- ODOT 203 FILL
- COMPACTED GRANULAR BACKFILL

CODED NOTES

(A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS

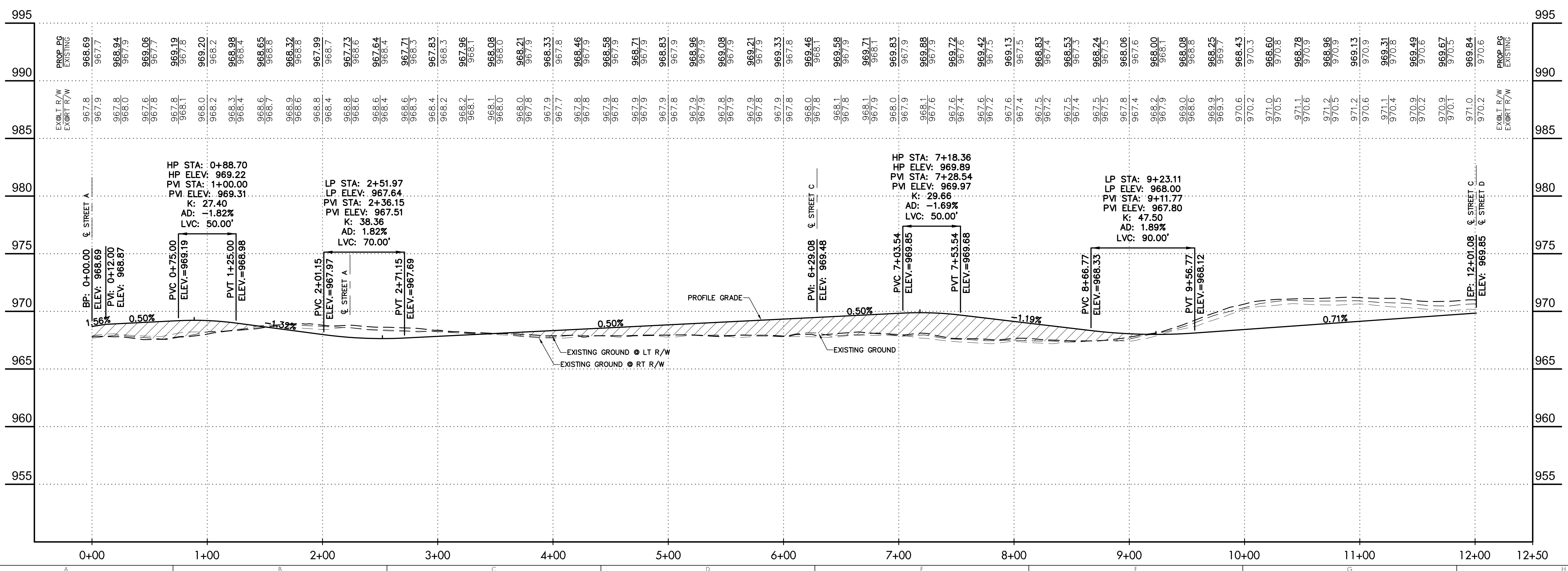
(B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



REVISION	
DATE	BY

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET B

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

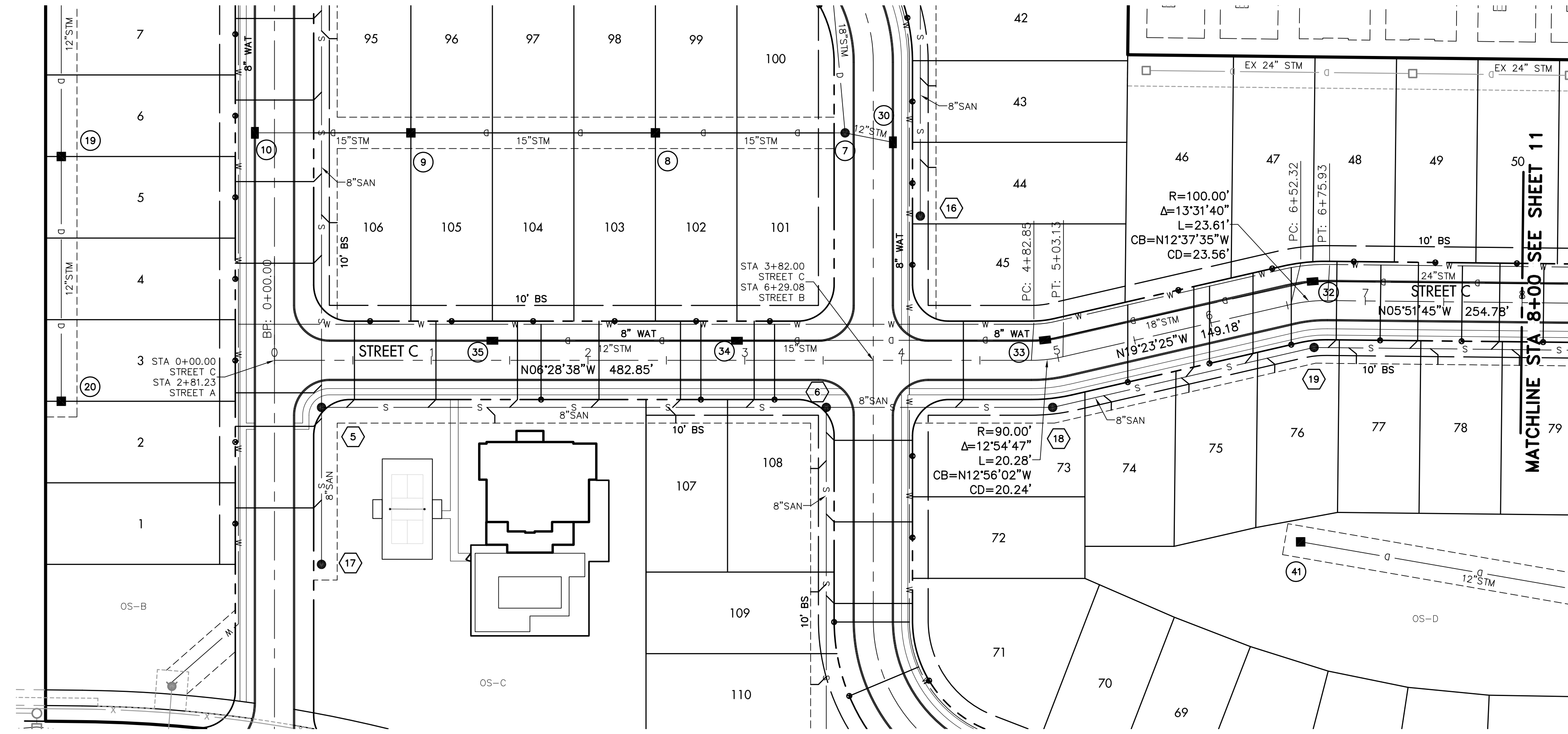
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 9/16



LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

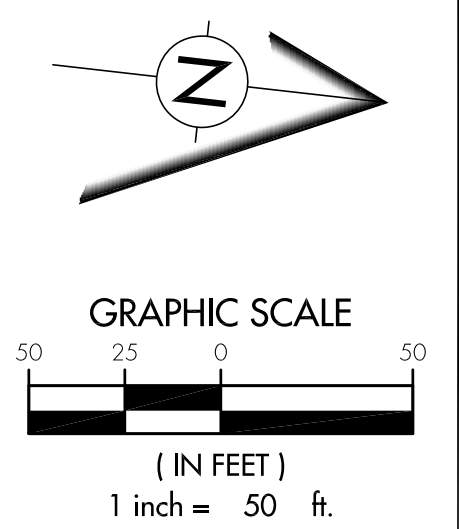
PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN

TEMPORARY BARRICADE

ODOT 203 FILL

**** COMPACTED GRANULAR BACKFILL**

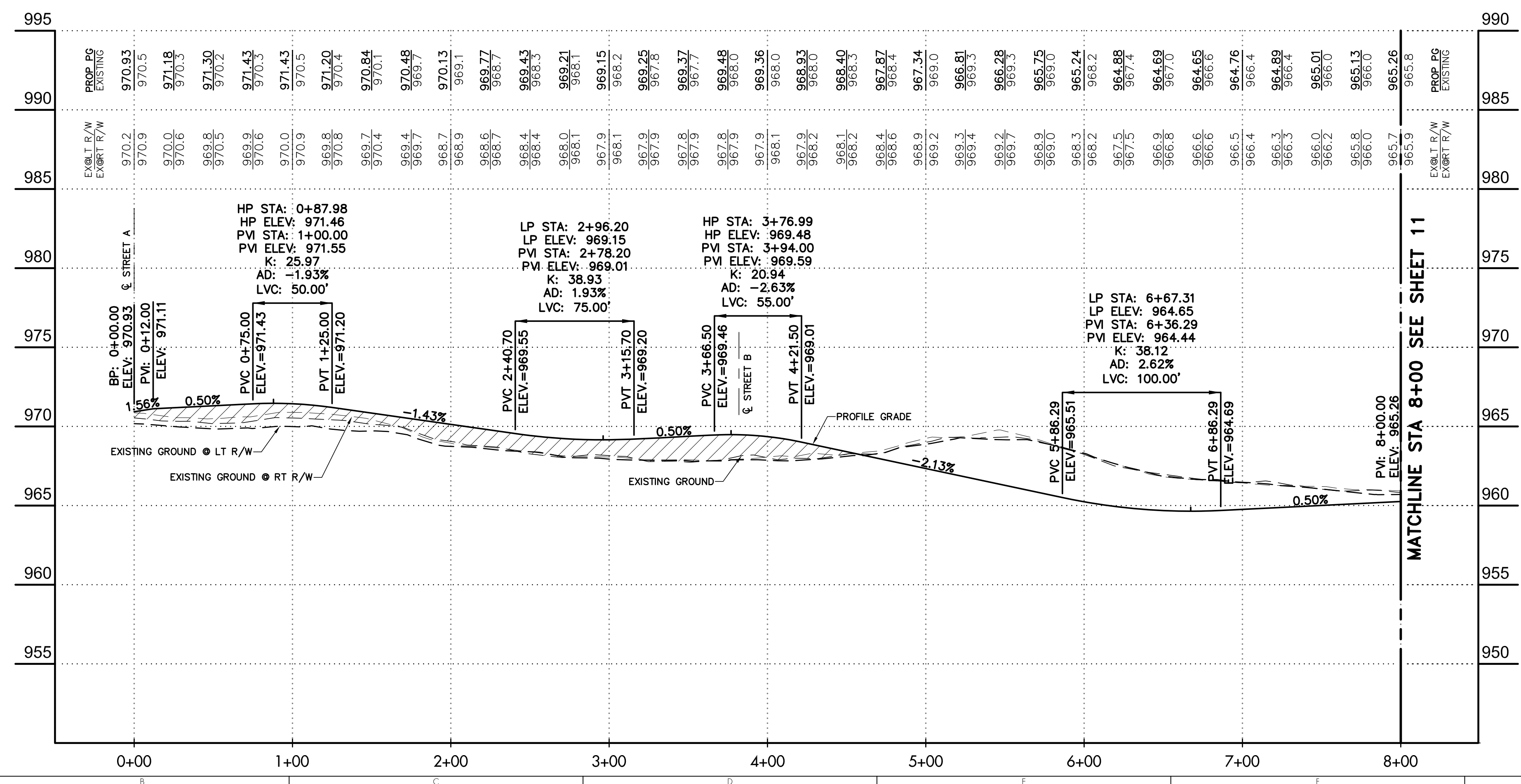


REVISION	DATE	BY	DESCRIPTION OF CHANGE

CODED NOTES

(A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS

(B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HIGHLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET C

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

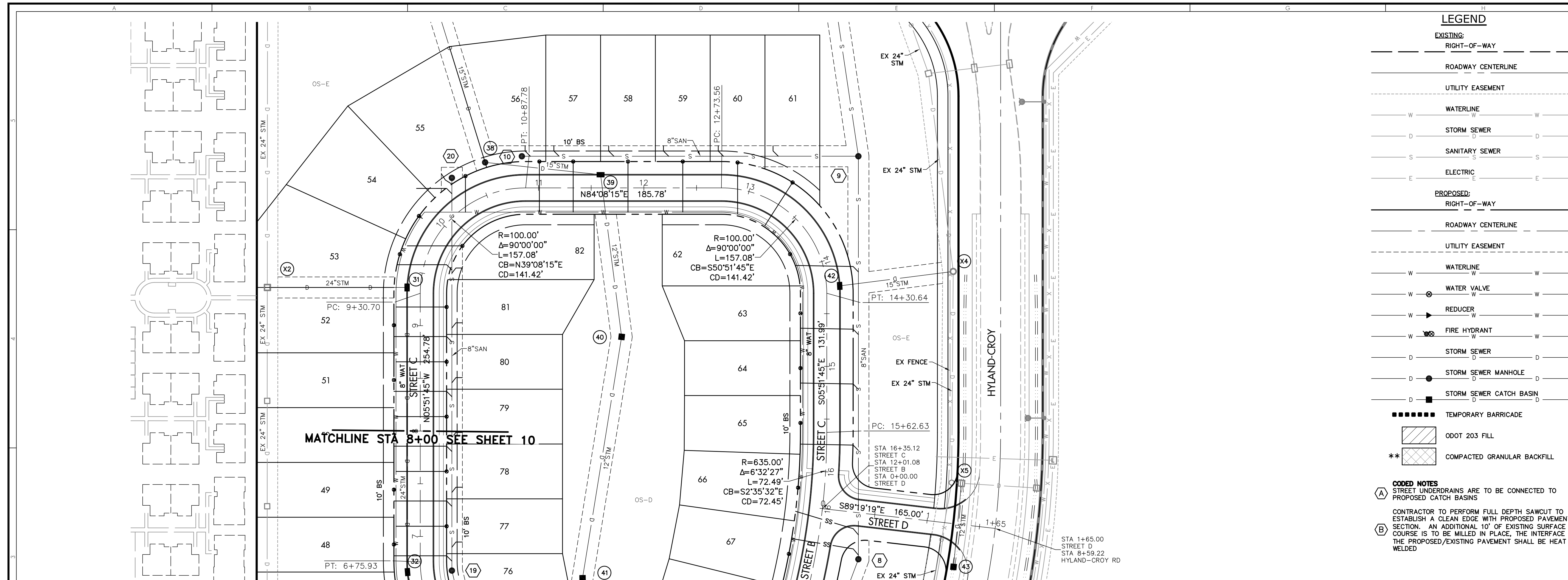
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 10/16



LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER
- ELECTRIC

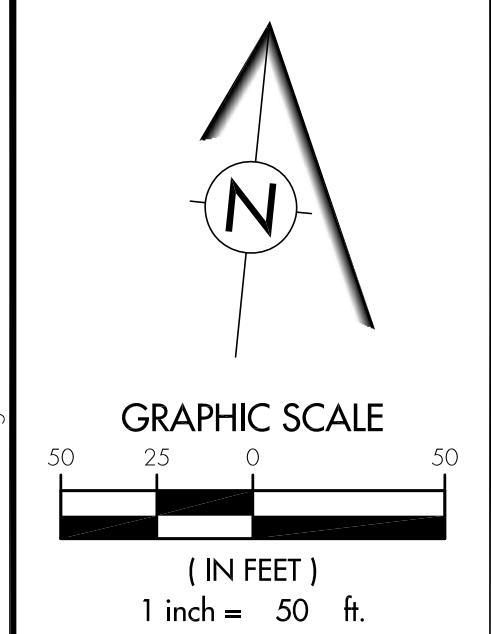
PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- TEMPORARY BARRICADE
- ODOT 203 FILL
- COMPACTED GRANULAR BACKFILL

CODED NOTES

(A) STREET UNDERDRAINS ARE TO BE CONNECTED TO PROPOSED CATCH BASINS

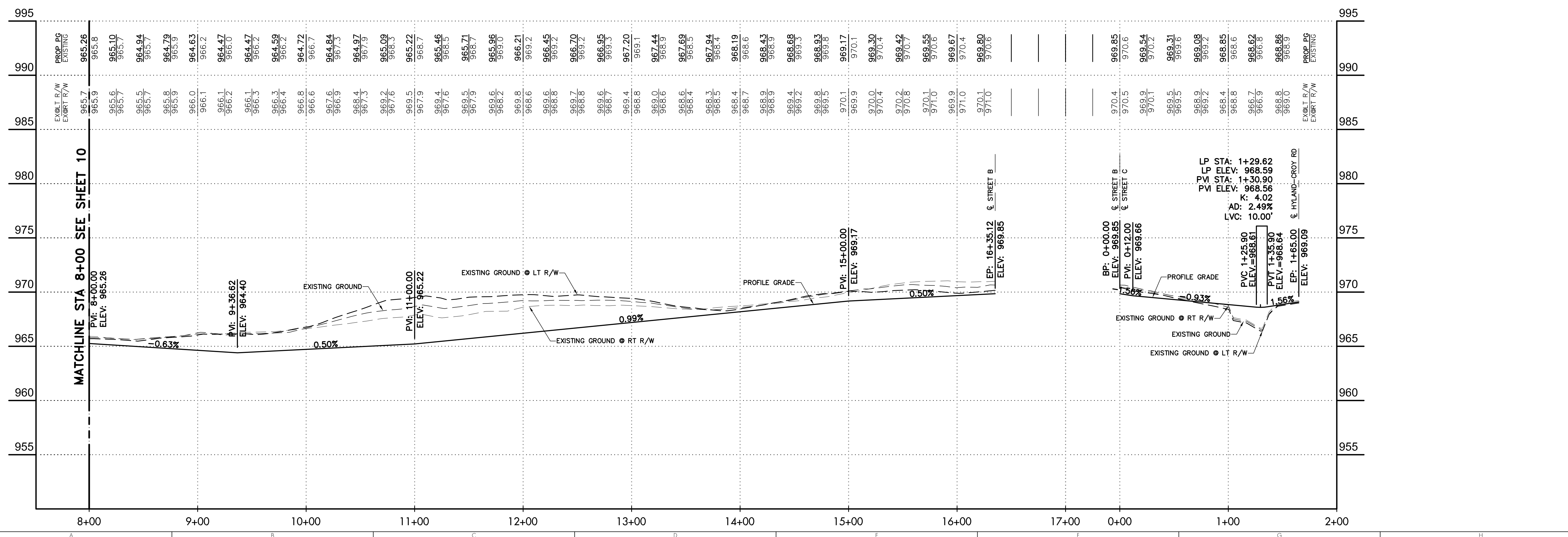
(B) CONTRACTOR TO PERFORM FULL DEPTH SAWCUT TO ESTABLISH A CLEAN EDGE WITH PROPOSED PAVEMENT SECTION. AN ADDITIONAL 10' OF EXISTING SURFACE COURSE IS TO BE MILLED IN PLACE, THE INTERFACE OF THE PROPOSED/EXISTING PAVEMENT SHALL BE HEAT WELDED



REVISION	DATE	BY	DESCRIPTION OF CHANGE

TerrainEvolution
Your bridge between Vision and Success

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

PRELIMINARY STREET PLAN & PROFILE
STREET C & STREET D

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

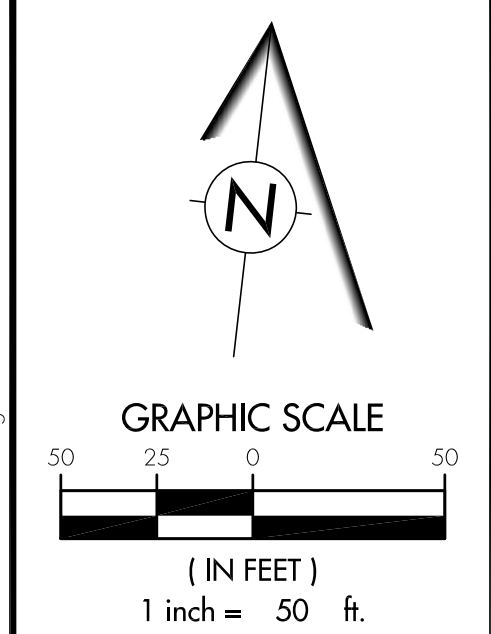
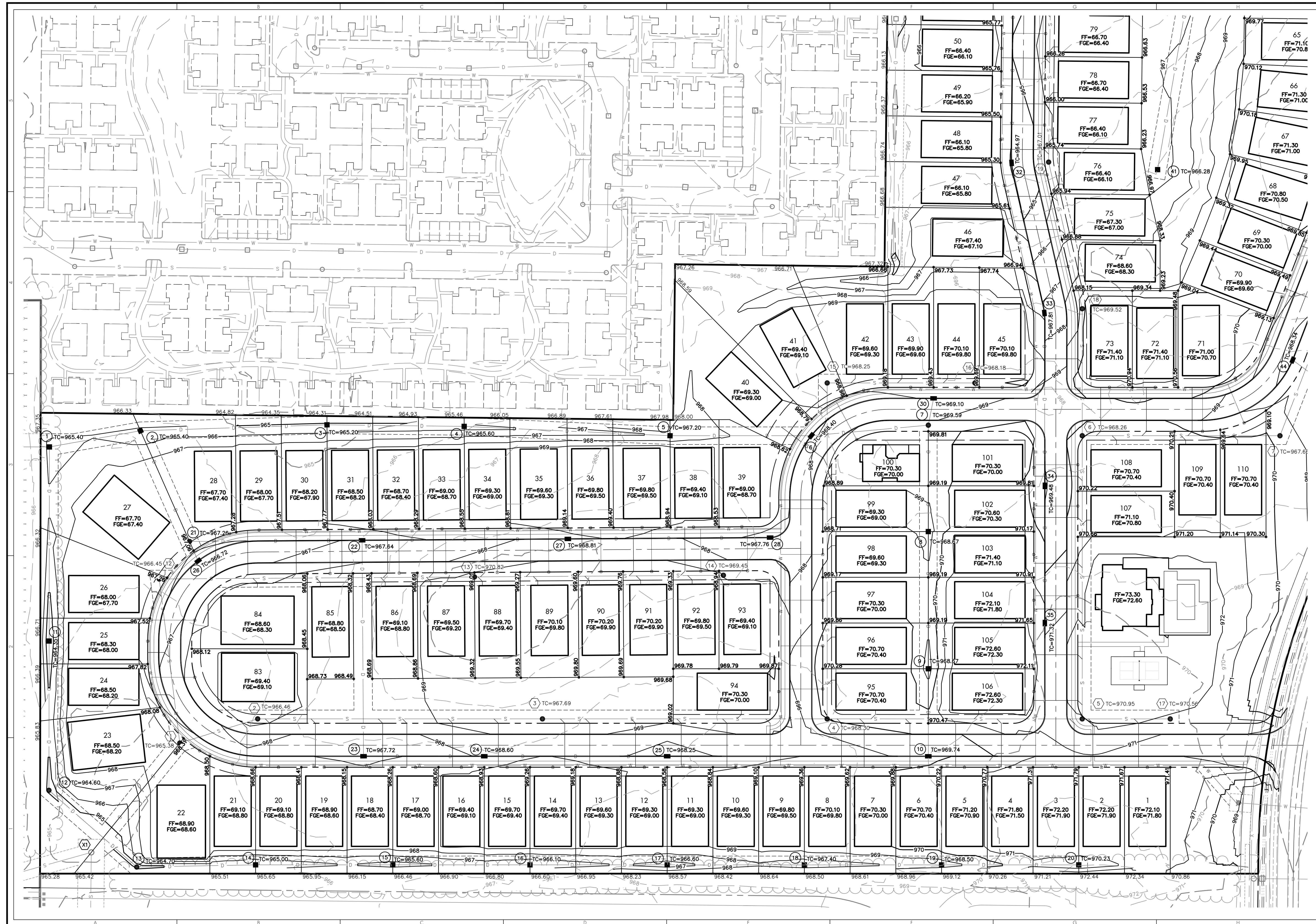
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 11/16



REVISION	DATE	DESCRIPTION OF CHANGE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

GRADING PLAN

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

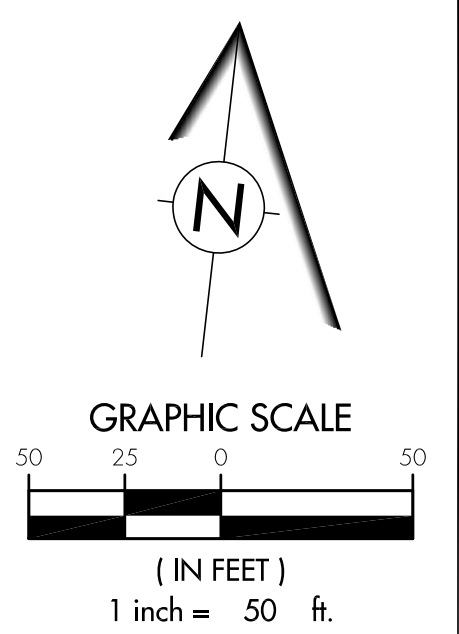
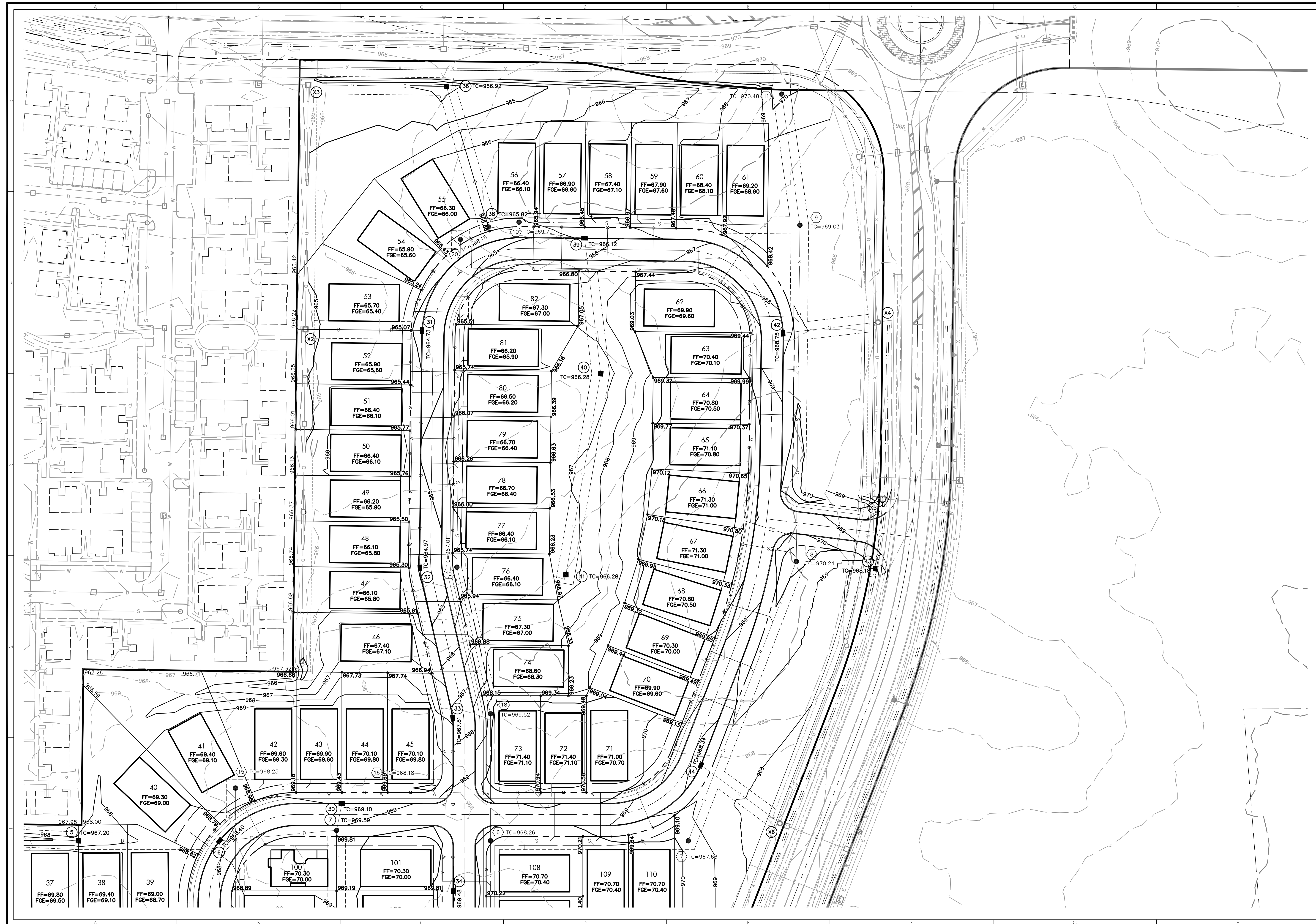
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021

DATE: JUNE, 2023

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

SHEET NO.: 12/16



REVISION	
DATE	BY

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JEROME TOWNSHIP, UNION COUNTY, OHIO
EPCON
 THE COURTYARDS OF HYLAND MEADOWS
GRADING PLAN

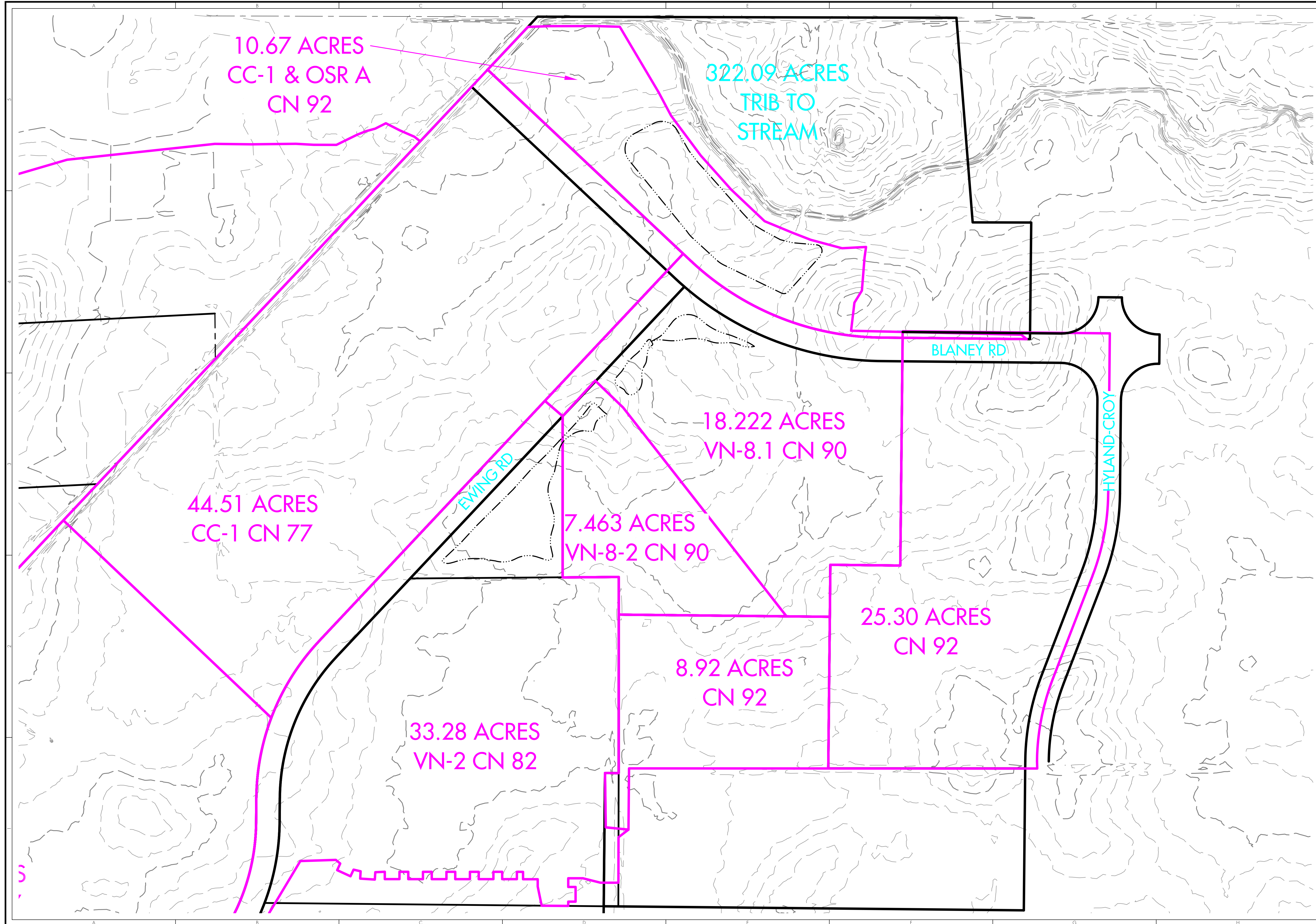
DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 23-021
 DATE: JUNE, 2023
 SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: N/A

SHEET NO.: 13/16



10.67 ACRES
CC-1 & OSR A
CN 92

322.09 ACRES
TRIB TO
STREAM

44.51 ACRES
CC-1 CN 77

18.222 ACRES
VN-8.1 CN 90

7.463 ACRES
VN-8-2 CN 90

8.92 ACRES
CN 92

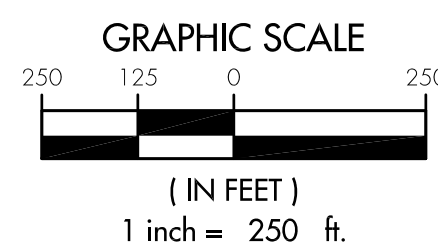
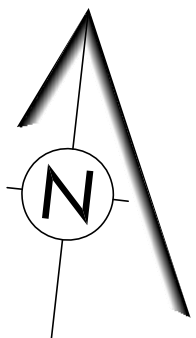
33.28 ACRES
VN-2 CN 82

25.30 ACRES
CN 92

BLANEY RD

EWING RD

HYLAND-CROY



REVISION	DATE	BY	DESCRIPTION OF CHANGE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

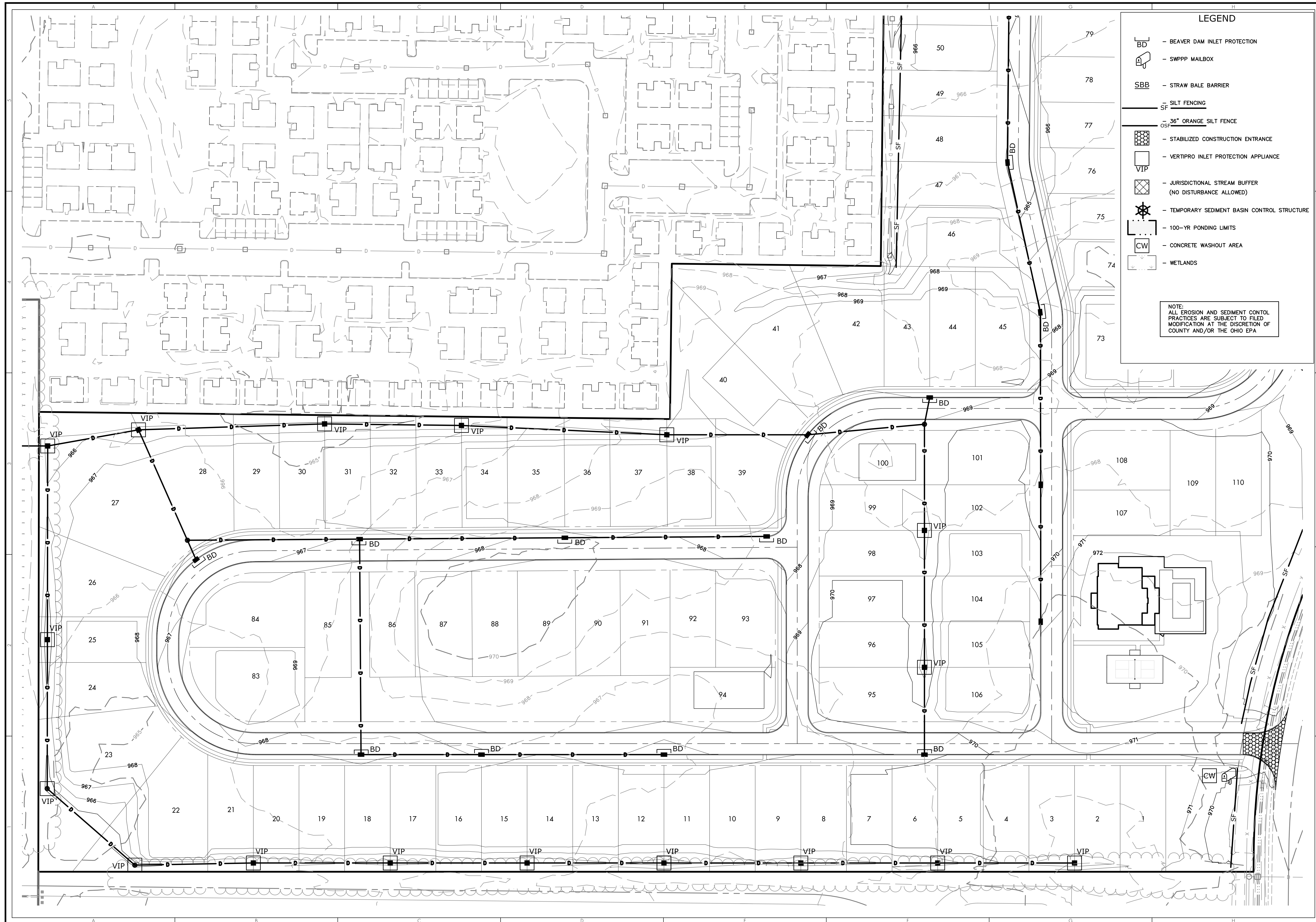
STORAWATER TRIBUTARY MAP

DRAWING SET STATUS:

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<input type="checkbox"/> AGENCY REVIEW SET
<input type="checkbox"/> CONSTRUCTION DOCUMENT SET
<input type="checkbox"/> AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW
PROJECT NO.:	23-021	
DATE:	JUNE, 2023	
SCALE:	HORIZONTAL: 1" = 250'	
	VERTICAL: N/A	

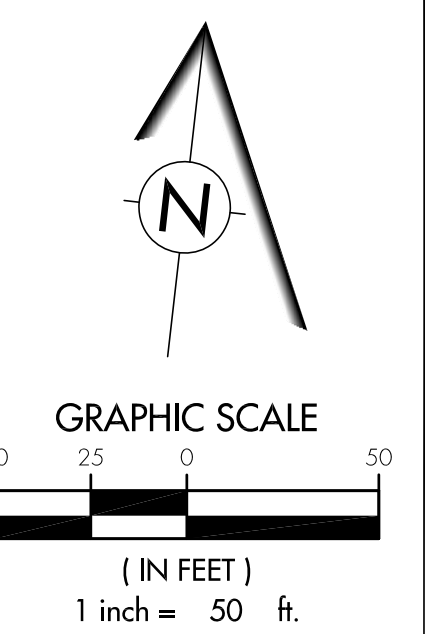
SHEET NO.: 14/16



LEGEND

- BEAVER DAM INLET PROTECTION
- SWPPP MAILBOX
- STRAW BALE BARRIER
- SILT FENCING
- 36" ORANGE SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- VERTIPLO INLET PROTECTION APPLIANCE
- JURISDICTIONAL STREAM BUFFER (NO DISTURBANCE ALLOWED)
- TEMPORARY SEDIMENT BASIN CONTROL STRUCTURE
- 100-YR PONDING LIMITS
- CONCRETE WASHOUT AREA
- WETLANDS

NOTE:
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FILED MODIFICATION AT THE DISCRETION OF COUNTY AND/OR THE OHIO EPA



#	REVISION	DATE	BY	DESCRIPTION OF CHANGE	
					CHANGE ORDER SCHEDULE

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JEROME TOWNSHIP, UNION COUNTY, OHIO
EPCON
THE COURTYARDS OF HYLAND MEADOWS
EROSION & SEDIMENT CONTROL

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

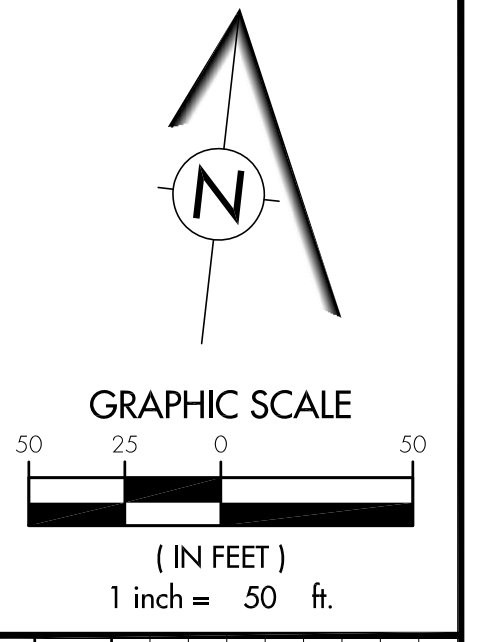
PROJECT NO.: 23-021
DATE: JUNE, 2023
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: N/A
SHEET NO.: 15/16



LEGEND

- [BD] - BEAVER DAM INLET PROTECTION
- [SWPPP] - SWPPP MAILBOX
- [SBB] - STRAW BALE BARRIER
- SF - SILT FENCING
- 36" ORANGE SILT FENCE
- [Stabilized] - STABILIZED CONSTRUCTION ENTRANCE
- [VIP] - VERTIPRO INLET PROTECTION APPLIANCE
- [Cross-hatched] - JURISDICTIONAL STREAM BUFFER (NO DISTURBANCE ALLOWED)
- [Star symbol] - TEMPORARY SEDIMENT BASIN CONTROL STRUCTURE
- [Dotted] - 100-YR PONDING LIMITS
- [CW] - CONCRETE WASHOUT AREA
- [Dashed] - WETLANDS

NOTE:
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FILED MODIFICATION AT THE DISCRETION OF COUNTY AND/OR THE OHIO EPA



#	REVISION	DATE	DESCRIPTION OF CHANGE

Terrain Evolution

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JEROME TOWNSHIP, UNION COUNTY, OHIO

EPCON

THE COURTYARDS OF HYLAND MEADOWS

EROSION & SEDIMENT CONTROL

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK	
DGR	DGR	JPV	
PROJECT NO.:		23-021	
DATE:		JUNE, 2023	
SCALE:		HORIZONTAL: 1" = 50' VERTICAL: N/A	
SHEET NO.:		16/16	

June 20, 2023

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

RE: The Courtyards of Hyland Meadows [Jerome Village – Village Neighborhood, Section 13, (VN-13)]
Suitable Soils

Mr. Bodenmiller,

Terrain Evolution, as the agent for Epcon Communities, acknowledges the existence of Pewamo soils within the development area of the Courtyards of Hyland Meadows. The soil types are commonly found within areas with poor drainage and/or in drainage courses. In this case, the soils are mostly along the west perimeter, lower lying area within an open farm field and treeline. This area will be in the rear of lots. The development will install storm sewer drainage system to provide adequate drainage to these areas.

Section 416 of the Union County Subdivision Regulations designates areas with the said soil types as requiring improvements to render the area acceptable for the intended use. The subdivider is aware and acknowledges this requirement. The intended use is for single family residential. Providing adequate drainage system to the area shall remedy any poorly drained areas, thus rendering the area acceptable for the use. A storm sewer system is being designed to convey all surface runoff to stormwater management basins. All subsurface tiles encountered during the construction of the development shall be connected to said storm sewer as to promote an adequate drainage system.

Please feel free to contact me if you have any questions at (614) 385-1092.

Sincerely,



Justin Wollenberg, PE, CPESC
Sr. Project Director

June 20, 2023

Mr. Luke Sutton
Assistant County Engineer
Union County Engineer
233 West Sixth Street
Marysville, Ohio 43040

Re: The Courtyards of Hyland Meadows [Jerome Village – Village Neighborhood, Section 13, (VN-13)]
Variance #1

Mr. Sutton,

Terrain Evolution on behalf of EPCON Communities is requesting a variance to Union County Technical Design Standards, Article 1, Section 101 – Street Design, Parts H, I & J. Part H – Horizontal Alignment to deviate from the minimum radius of 150 Feet in favor of a 100 Foot radius. Part I – Pavement Width to deviate from the 28' Crowned curb section and install a 26' cross sloped curb section for all private streets within the development. Part J – Curbs to deviate from the standard 2' section to a 1' tilt out curb section.

The development is incorporating privately owned Right-of-way to be owned and maintained by the Courtyards of Hyland Meadows Homeowners Association. The width of the road is only affected by the width of the curb from a 2' curb and gutter section to a 1' curb section. The internal streets will have a lower internal speed. This in our opinion creates an equal purpose to that of the intent of the Technical Design Standards.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,



Justin Wollenberg, PE, CPESC
Sr. Project Director

June 20, 2023

Mr. Luke Sutton
Assistant County Engineer
Union County Engineer
233 West Sixth Street
Marysville, Ohio 43040

Re: The Courtyards of Hyland Meadows [Jerome Village – Village Neighborhood, Section 13, (VN-13)]
Variance #2

Mr. Sutton,

Terrain Evolution on behalf of EPCON Communities is requesting a variance to Union County Technical Design Standards, Article 2, Section 202 – Rigid Pavements – The proposed street section is 6" of roller compacted concrete, capped with 1.5" of surface asphalt. We request to deviate from the 4" aggregate base as the cross sloped section shall drain adequately to the under drain without this layer.

The development is incorporating privately owned Right-of-way to be owned and maintained by the Courtyards on Hyland Run Homeowners Association. This in our opinion creates an equal service to that of the intent of the Technical Design Standards.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,



Justin Wollenberg, PE, CPESC
Sr. Project Director

June 20, 2023

Mr. Luke Sutton
Assistant County Engineer
Union County Engineer
233 West Sixth Street
Marysville, Ohio 43040

Re: The Courtyards of Hyland Meadows [Jerome Village – Village Neighborhood, Section 13, (VN-13)]
Variance #3

Mr. Sutton,

Terrain Evolution on behalf of Epcon Communities is requesting a variance to Union County Subdivision Regulations, Article 4, Section 412 – Blocks for the block bounded by Street A, Street B & Street C at 382 FT.

The roadway configuration is set such that it utilizes the irregular shape of the development in the highest utilization. This creates a block length that is under the Subdivision Regulation minimum of 500'. Another configuration was considered but the result was less connectivity within the development for emergency services, thus the layout was not pursued.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,



Justin Wollenberg, PE, CPESC
Sr. Project Director

Brad Bodenmiller

From: Chad Ritzler <critzler@marysvilleohio.org>
Sent: Wednesday, July 5, 2023 2:02 PM
To: Brad Bodenmiller
Cc: Kyle Hoyng
Subject: Marysville Comments - July LUC Executive Meeting

Brad,

Here are the City of Marysville's comments for the agenda items at the July LUC Executive Meeting. Please let me know if you have any questions or concerns.

Courtyards at Hyland Meadows (VN-13) - Preliminary Plat

1. Please provide and label a 20' Utility Easement flanking the right-of-way along the west side of Hyland-Croy Road and the south side of Blaney Road.
2. Please provide the following Utility Easement language:

We the undersigned owners of the within platted land, do hereby grant unto City of Marysville Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) A permanent right-of-way and easement under, over, and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines, sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting, and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas. Said easement rights shall include the right, without liability therefore to remove trees and landscaping, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment, and maintain service cables, and pipe lines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Farm at Indian Run - Final Plat

1. Please provide and label a 10" Utility Easement flanking the right-of-way for the waterline along the east side of Whitetail Way

Jerome Park - Amended Preliminary Plat

1. Please provide/show 20' Utility Easement flanking the right-of-way along Industrial Parkway, north of Foraker Drive.
2. Please include the following revised easement language (as referenced in the emails dated 4/12/23 and 4/13/23 between the City of Marysville, EMH&T, and Homewood):

We the undersigned owners of the within platted land, do hereby grand unto the City of Marysville, Union Rural Electric, Frontier Communications, Time Warner Cable, Columbia Gas, and their successors and assigns (Hereinafter referred to as grantees) a permanent right-of-way and easement under, over and through all sublots and all lands owned by the grantor shown as depicted hereon to construct, place, operate, maintain, repair, reconstruct or relocate such waterlines,

sewer lines, underground electric, gas and communication cable, ducts, conduits, pipes, gas pipelines, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as deemed necessary or convenient by the grantees for distributing, transporting and transmitting electricity, gas and communication signals for public and private use at such locations as the grantees may determine upon, within, and across said easement premises. No permanent structures, plantings, etc. shall be permitted in the easement areas, unless otherwise approved by the City of Marysville. Said easement rights shall include the right, without liability therefore to remove trees, landscaping and permanent structures, including lawns within and without said easement premises which may interfere with the installation and maintenance, right to install, repair, augment and maintain service cables, and pipelines outside the above described easement premises or the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right-of-way and easement grant.

Homestead at Scott Farms, Phase 1B - Final Plat

1. Please provide/show 10' Utility Easement flanking the right-of-way along the west side of Glenfield Avenue through lots 3 and 4

Industrial Parkway Data Center Campus - Final Plat

1. No comments

Chad Ritzler

Sr. Project Engineer

City of Marysville, Ohio

209 South Main Street

Marysville, Ohio 43040

(937) 645-7373 (office)





9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

July 10, 2023

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Courtyards at Hyland Meadow – Preliminary Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the preliminary plat known as Courtyards at Hyland Meadow – Preliminary Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. Zoning Map Amendment #PD06-110, as amended, was approved by the Board of Township Trustees to allow for development at the site. In order to allow the Zoning Department to provide LUCRPC written notice of zoning compliance prior to approval of a final plat for this subdivision as required by Section 324 of the Subdivision Regulations, approval of a detailed development plan by the Zoning Commission is required for this project at this site.
2. The note "ZONING" on page 1 should read as follows: The site is zoned Planned Development District (PD) in accordance with the provisions of Case #06-110, as amended.
3. The word 'Frontage' in the table labeled "General Development Summary" on page 1 should read 'Lot Width'.
4. On page 4, all building setbacks should be labeled 'BS' for building setback and be drawn parallel to front lot line.
5. A building setback needs to be provided on lot #100.
6. Only one building setback should be provided on lot #40.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Planning Coordinator
Jerome Township, Union County, Ohio

TRANSFER NOT
NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
Ok Bruce

2-24-10

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2010 FEB 26 PM 3:30

532.00

366051

DECLARATION
OF
COVENANTS, RESTRICTIONS AND AGREEMENTS
FOR
JEROME VILLAGE COMMUNITY AUTHORITY
IN THE
COUNTY OF UNION, OHIO

OR 859 PG 275

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DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

IN THE COUNTY OF UNION, OHIO

This DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY IN THE COUNTY OF UNION, OHIO (this Declaration”), is made on this 17th day of February, 2010, by Jerome Village Company, LLC, an Ohio limited liability company (the “Initial Private Developer”). The following are signing this Declaration not as a Developer but solely as the current Owners of parcels that constitute part of the Initial Property for which the Initial Private Developer holds a right of first refusal or an option or a contract to purchase: Jerome United Methodist Church, Inc.; J.A.S. Limited Partnership; John R. Andrews, Trustee of the John R. Andrews Living Trust; George Edward Andrews and Rebecca J. Andrews; William Henry Andrews; Jon E. Hjelm and Kathy K. Hjelm; William H. Marx, Jr., and Christine S. Marx; Scott E. Sonnenberg and Jennifer L. Sonnenberg; Barbara Wilcox, Trustee of the Charles Wilcox Trust; Patricia E. Williams; and Peggy W. Yerke (collectively, the “Initial Owners”).

The Initial Private Developer owns or controls, including by a right of first refusal or an option or a contract to purchase, the Initial Property. From time to time, Additional Property may be subjected to this Declaration as provided herein. The Initial Private Developer and the Initial Owners make this Declaration for the purposes hereinafter set forth.

The Developers and the Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration) hereby declare that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions, which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefor, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

ARTICLE I

PURPOSE AND INTENT

The Property is a New Community District, formed in accordance with Chapter 349, and in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Developers and the Owners (including, but not limited to, the Initial Owners) shall be bound by

the terms of this Declaration. The Initial Private Developer initiated proceedings for the organization of a New Community Authority and the creation of the New Community District in accordance with Chapter 349 for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community through the implementation of a New Community Development Program. The Initial Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349, and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge (including the Income Charge, if any) by each Owner and Resident of a Chargeable Parcel, as well as by receipts from the Community Fee and the Utility Access/Community Fee.

In order to provide for the New Community District, the implementation of the Community Authority's New Community Development Program and the establishment and payment of the Community Development Charge, the Community Fee and the Utility Access/Community Fee, this Declaration is for the purpose of creating covenants running with the land, pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of the Owner of each Chargeable Parcel to pay the Community Development Charge (including the obligation of any Resident to pay the Income Charge, if any) as well as the obligation of the Owner of a Development Parcel within the initial boundaries of the New Community District to pay the Community Fee applicable thereto and the obligation of the Owner of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities to pay the Utility Access/Community Fee applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

ARTICLE II

DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean, respectively:

2.01. Additional Private Developers. "Additional Private Developers" means one or more persons or entities (and its or their respective successors in interest), other than the Initial Private Developer, that the Community Authority determines to permit to become a party to this Declaration as an Additional Private Developer (by means of supplemental Declaration); provided that no Additional Private Developer may become a party to this Declaration without the consent of the Initial Private Developer so long as it owns or controls any of the Property. A person or entity shall be deemed a successor in interest of an Additional Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of an Additional Private Developer under this Declaration and/or under a supplemental Declaration

and shall be deemed a successor in interest of such Additional Private Developer only as to the particular rights or interests of that Additional Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.02. Additional Property. "Additional Property" means such other real estate as may be subjected to this Declaration pursuant to Article III hereof.

2.03. Adjusted Gross Income. "Adjusted Gross Income" means:

(a) the sum of:

(i) adjusted gross income as that term is defined in the Internal Revenue Code of 1986, as amended;

(ii) interest and dividends on obligations or securities of any state or of any political subdivision or authority thereof, other than the State of Ohio and its subdivisions and authorities; and

(iii) interest and dividends on obligations of any authority, commission, instrumentality, territory or possession of the United States as may be exempt from federal income taxes but not from state income taxes;

(b) less the sum of:

(i) interest and dividends on obligations of the United States and its territories and possessions or of any authority, commission or instrumentality of the United States to the extent includable in gross income for federal income tax purposes but exempt from state income taxes under the laws of the United States;

(i) Profits (to the extent of the Resident's share thereof in the case of an S Corporation, as defined in the Internal Revenue Code of 1986, as amended, a partnership or other joint venture) from a Place of Business on the Property;

(iii) disability and survivor's benefits;

(iv) amounts of net income arising from transactions, activities and sources in the regular course of a trade or business, including income from tangible and intangible property if the acquisition, rental, management and disposition of the property constitute integral parts of the regular course of a trade or business operation, upon which amounts an income tax or tax measured by income is imposed by the District of Columbia or by any state except the State of Ohio; and

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(v) net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by act of the General Assembly of the State of Ohio.

2.04. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being levied, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate prepared by the Auditor for the most recent tax year for which that information is publicly available and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including, but not limited to, reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05 hereof. If by reason of any change of law, rate or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less or more than thirty-five percent (35%) of the true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall mean the assessed valuation shown on the tax duplicate adjusted to equal thirty-five percent (35%) of the true value. If the assessed valuation listed on the tax duplicate for the most recent tax year for which that information is publicly available does not reflect the completed value of any structure(s) on a Chargeable Parcel, then the "Assessed Valuation" shall be determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under this subsection (a).

(b) If the Auditor and all officials authorized by Ohio law to assess real estate in the County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor for the most recent tax year for which that information is publicly available for a Chargeable Parcel or if there is no longer a tax duplicate, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board, equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

OR 859 PG 283

2.05. Assessed Valuation Charge. "Assessed Valuation Charge" means the charge established in Article V hereof, including all penalties and interest pertaining to any unpaid amount.

2.06. Auditor. "Auditor" means the auditor of the County.

2.07. Board. "Board" means the Board of Trustees of the Community Authority.

2.08. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code, as enacted and amended from time to time.

2.09. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.10. Chargeable Property. "Chargeable Property" means all Development Parcels together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements owned by the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio that are exempt from real estate taxation under Ohio law;

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law, provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) any Development Parcels for which (i) no certificate of occupancy has been issued or is eligible to be issued for a new structure on that Parcel; or (ii) any new structure thereon is not substantially completed as determined by the Board.

2.11. Community Authority. "Community Authority" means the Jerome Village Community Authority, a body corporate and politic, established for the New Community District pursuant to Chapter 349.

2.12. Community Development Charge. "Community Development Charge" means, collectively, the charges established in Articles IV, V and VI hereof, including all applicable penalties and interest pertaining to any unpaid amount.

2.13. Community Facilities. "Community Facilities" has the meaning given in Section 349.01 of the Ohio Revised Code; provided, however, that all Community Facilities provided through or under, or the operation and maintenance of which are supported from the Community

Development Charge, shall be consistent with the Petition and any applicable agreements between Union County, Ohio, and the Developer.

2.14. Community Fee. "Community Fee" means the fee established in Article IX hereof.

2.15. County. "County" means the county in which a Parcel is located.

2.16. Declaration. "Declaration" means this Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio, as of the date set forth above, as the same may be amended or supplemented from time to time in the manner prescribed in Articles III or XII hereof.

2.17. Developer. "Developer" means the Initial Private Developer or any Additional Private Developer, and "Developers" means, collectively, the Initial Private Developer and any Additional Private Developers.

2.18. Development Parcel. "Development Parcel" means any Parcel for which a final subdivision plat or lot split creating additional tax parcels has been filed from and after the Effective Date; provided, however, that the Board may determine, in its sole discretion, that the Parcels resulting from the split of any Parcel in existence on the Effective Date into three (3) or fewer Parcels shall not constitute a Development Parcel.

2.19. Development Period. "Development Period" for any portion of the Property means the period commencing on the date on which this Declaration is Recorded and ending on the date the Developer of such Property has transferred such Property to other Owners (other than to another Developer).

2.20. Effective Date. "Effective Date" has the meaning given in Section 11.01 hereof.

2.21. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VII hereof.

2.22. Income. "Income" means, with respect to a Resident who has a Place of Residence on the Property, Adjusted Gross Income, and with respect to a Resident who maintains a Place of Business on the Property, Profits, with the calculation of each subject to adjustment as provided in Section 7.03. A person or entity shall not be deemed to be maintaining a Place of Business on the Property because a partnership in which he is a partner or an S Corporation (as defined by the Internal Revenue Code of 1986, as amended) of which he is a shareholder is maintaining a Place of Business on the Property.

2.23. Income Charge. "Income Charge" means the charge established in Article VI hereof.

OR 859 PG 285

2.24. Income Charge Administrator. "Income Charge Administrator" means any person designated by the Community Authority to administer or enforce the provisions of the Income Charge, or its designee.

2.25. Income Charge Year. "Income Charge Year" means, for each Resident, such Resident's taxable year for federal income tax purposes.

2.26. Initial Private Developer. "Initial Private Developer" is defined in the preamble, but the defined term includes the Initial Private Developer's successors in interest. A person or entity shall be deemed a successor in interest of the Initial Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of the Initial Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Initial Private Developer only as to the particular rights or interests of the Initial Private Developer under the Petition, this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.27. Initial Property. "Initial Property" means the real estate as described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by reference.

2.28. Jerome Township. "Jerome Township" means Jerome Township, Union County, Ohio.

2.29. Jerome Village Fire Safety Contribution. The "Jerome Village Fire Safety Contribution" means the Initial Private Developer (i) donating to Jerome Township a site and constructing thereon for the benefit of Jerome Township a Township Fire Station facility, including space for a police substation and administrative offices as well as related parking and site amenities, and (ii) either equipping or providing funds to Jerome Township to equip the Jerome Village Fire Station to the specifications and requirements of the Jerome Village Fire Department; provided that the maximum amount of the Jerome Village Fire Safety Contribution, excluding the value of the land donated for the site but including all other design, engineering, architectural, development, construction and acquisition costs, is \$5,500,000.

2.30. Jerome Village General Township Contribution. The "Jerome Village General Township Contribution" means (i) an initial \$250,000 cash contribution to Jerome Township at the time of receipt of all required governmental approvals for the first final plat for the New Community District, and thereafter (ii) on a yearly basis, on each anniversary of the initial contribution, a \$100,000 cash contribution to Jerome Township for the next ten (10) years, (iii) a \$227.27 cash contribution to Jerome Township at the time of issuance of each residential building permit for the New Community District, up to a maximum amount of \$500,000, and (iv) a final \$400,000 cash contribution to Jerome Township on the eleventh (11th) anniversary of the initial \$250,000 payment, for a total maximum contribution of \$2,150,000, all to be made by the Initial Private Developer; provided, however, that in the event the Initial Private Developer, at the request of the Township, provides land, buildings or other facilities to the Township (other than as part of the Jerome Village Fire Safety Contribution), the Initial Private Developer shall receive a dollar-for-dollar offset of the abovementioned cash contributions.

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2.31. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Ohio Revised Code, rounded to the nearest whole number percent, plus three percent (3%).

2.32. New Community District. "New Community District" means the New Community District for the Jerome Village Community Authority created pursuant to Chapter 349.

2.33. Ohio Revised Code. Reference to any Section of the Ohio Revised Code means that Section of the Ohio Revised Code as enacted and amended from time to time.

2.34. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, and includes (but is not limited to) the Initial Owners, but shall not include the Community Authority.

2.35. Parcel. "Parcel" means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor or on the records of any other official authorized by Ohio law to assess real estate in the County. Should each unit of a condominium not have a separate listing on the tax duplicate as provided above, then until such time, each condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel."

2.36. Petition. "Petition" means the Petition for Organization of a New Community Authority relating to the New Community District.

2.37. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) conducts a professional, commercial (including retail) or industrial activity or any other activity permitted by law. A contractor who is an Owner or Tenant shall have a Place of Business at each of his or her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.38. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever such person is absent, such person has the intention of returning. A person shall not be considered to have lost such person's Place of Residence by leaving it temporarily with the intention of returning.

2.39. Profits. "Profits" means Profits as defined in Exhibit C attached hereto and incorporated herein by reference.

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2.40. Property. "Property" means, collectively, the Initial Property and any Additional Property, the Initial Property being all of the Property unless and until any other real estate is added or removed by supplemental Declaration.

2.41. Recorded. "Recorded" means filed for record in the office of the Recorder of the County or in such other office as may be provided by law for the recordation of instruments conveying lands in the County.

2.42. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.43. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.44. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board to receive service of process.

2.45. Tenant. "Tenant" means any person or entity (i) occupying all or a portion of any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (ii) by permission of the Owner or with any other person or entity claiming under the Owner, or (iii) under a tenancy at will or sufferance.

2.46. Terms Defined in Chapter 349. The terms "Land Acquisition", "Land Development," "New Community," "New Community Authority," "New Community Development Program" and "New Community District" have the meanings given in Section 349.01 of the Ohio Revised Code provided, however, that all Land Acquisition or Land Development provided through or under, or the operation and maintenance of which are supported from the Community Development Charge, shall be consistent with the Petition, this Declaration and any applicable agreements between Union County, Ohio, and the Developer.

2.47. Utility Access/Community Fee. "Utility Access/Community Fee" means the fee established in Article X hereof.

ARTICLE III

EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by recording a supplemental Declaration substantially in the form of Exhibit D attached hereto and incorporated herein by reference describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners of the Property or compliance with the provisions of Article XII hereof but shall be made with the consent of the Initial Private Developer (so long as it owns

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or controls any of the Property) and the Community Authority. Any such expansion shall be effective upon such supplemental Declaration being Recorded, unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All Owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as this Declaration is in effect.

ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

4.01. Community Development Charge Covenant. The Developers and the other Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration), as the original Owners of their respective Parcels, hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in this Article IV and in Articles V and VI hereof. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Ohio Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of Land Acquisition, the development, construction, operation and maintenance of land, Land Development and Community Facilities, the debt service therefor and any other cost incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including, without limitation, the reimbursement of loans, advances or expenditures made to or by the Developer for such purposes) and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge, Community Fee and Utility Access/Community Fee. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, all to the extent and for the period provided in Articles V and VI hereof. The Community Fee and Utility Access/Community Fee shall be a charge and lien on each Development Parcel, and each shall also be the personal obligation of the Owner of each Development Parcel, all to the extent and for the period provided in Articles IX and X hereof.

4.04. Enforcement of Lien and Collection of Community Development Charge, Community Fee and Utility Access/Community Fee. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property

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mortgage under the laws of the State of Ohio and personally against each Owner to the extent authorized under Sections 5.06, 6.17, 9.01 and 10.01. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorneys' fees. In any foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

ARTICLE V

ASSESSED VALUATION CHARGE

5.01. Establishment of Assessed Valuation Charge. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed Valuation of such Chargeable Parcel (the "Assessed Valuation Charge"), which may be expressed as a number of mills (one mill equals 1/10 of 1%), as determined in accordance with Section 5.02 hereof, multiplied by each dollar of the Assessed Valuation thereof. Such Assessed Valuation Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article V.

5.02. Amount of Assessed Valuation Charge. Subject to waiver, reduction, increase or termination of the Assessed Valuation Charge as provided in Sections 7.03 and 7.04 hereof, the amount of the annual Assessed Valuation Charge for each Chargeable Parcel shall be the product of (i) the Assessed Valuation for such Chargeable Parcel, multiplied by (ii) .0095 (i.e., 9.5 mills).

5.03. Payment. The annual Assessed Valuation Charge for each Chargeable Parcel shall be due and payable on the date or dates determined by the Board, provided that the Assessed Valuation Charge may not be collected more than semiannually. However, if Chapter 349 shall hereafter be amended to allow the payment of the Assessed Valuation Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly. If the Board determines to certify the annual Assessed Valuation Charge for a Chargeable Parcel to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof for any year, the entire Assessed Valuation Charge for that Chargeable Parcel will be deemed due for purposes of Section 349.07 of the Ohio Revised Code on August 1 of the preceding year; provided that, if permitted by law, the Board may provide for or require such payment to be due on other dates so as to permit the certification of the Assessed Valuation Charge not paid when due to the Auditor and provided, further, that the Community Authority

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shall not be entitled to pursue the enforcement of payment of a Assessed Valuation Charge certified to the Auditor unless that Assessed Valuation Charge has not been paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Assessed Valuation Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Assessed Valuation Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Assessed Valuation Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Assessed Valuation Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Assessed Valuation Charge: (i) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03 hereof, or (ii) if such Assessed Valuation Charge was certified to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof and is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code, there shall be added to the installment (a) a penalty of ten percent (10%) thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Ohio Revised Code), provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Ohio Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months, and (C) the penalty until paid at the greater of (1) the Late Payment Rate or (2) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (c) any costs of the Community Authority incurred in connection with the enforcement of the Assessed Valuation Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Assessed Valuation Charge. To the extent any of such penalties, interest and costs owing with respect to a Assessed Valuation Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Assessed Valuation Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Ohio Revised Code with respect to a

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delinquent Assessed Valuation Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.03 hereof) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Ohio Revised Code, upon application of the Owner to the Board the Assessed Valuation shall be reduced in the same amount, and the Assessed Valuation Charge for such year shall be proportionately reduced. If any installment of such Assessed Valuation Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall only be and remain personally obligated for the payment of the Assessed Valuation Charge with respect to that Owner's Chargeable Parcel, including any penalties and interest thereon and costs of collection as provided herein, which is attributable to that Owner's period of ownership.

5.07. Assessed Valuation Charge Lien. The Assessed Valuation Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Assessed Valuation Charge on any Chargeable Parcel is not paid within the period provided in Section 5.03 hereof, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Assessed Valuation Charge with respect thereto for the current year and the amount of any unpaid Assessed Valuation Charge, including any penalty and interest for the current or any previous year. Absent the existence of any Recorded evidence of unpaid Assessed Valuation Charges, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

ARTICLE VI
INCOME CHARGE

6.01. Establishment of Income Charge. There may be established, for the benefit of the Community Authority as a charge on each Chargeable Parcel, an annual Income Charge upon the Income of all Residents of such Chargeable Parcel in the maximum amount of two percent (2%) of that annual Income of those Residents. On and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may implement up to one percent (1%) of the Income Charge by the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting; any Income Charge in excess of one percent (1%) may only be implemented by (a) the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting and (b) as specified in the Board resolution approving the Income Charge in excess of one percent (1%), either (i) the written consent of not less than a majority of the number of Owners of all Parcels replying to the Authority's solicitation for consent to the increased Income Charge, or (ii) the approval of a majority of electors with a Place of Residence in the New Community District and voting on the question at an election. The Board may, by resolution, approve credits against or exemptions from the Income Charge to the same extent an Ohio municipality may provide credits against or exemptions from an income tax it levies.

6.02. Income Charge with Respect to Fiscal Year Taxpayers. If, pursuant to Article VII hereof, the percentage stated in Section 6.01 hereof is reduced with respect to any calendar year, the percentage to be used in determining an Income Charge or any portion thereof attributable to the Income of a Resident who is on a fiscal year basis for federal income tax purposes shall be the sum of (i) the percentage applicable to such calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of the applicable Income Charge Year through December of such calendar year, and (ii) the percentage applicable to the following calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of such following calendar year to the end of the applicable Income Charge Year.

6.03. Proration of Income Charge. If, in any Income Charge Year, a Resident is a Resident for less than the full year, the Income Charge, or any portion thereof attributable to the Income of such Resident for such year, shall be determined by multiplying the Income Charge or respective portion thereof, which would have been payable if the Resident had been a Resident for the full year, by a fraction the denominator of which shall be the number of days in such year during which the Resident was alive, with respect to any Resident who is a natural person, or was in existence, with respect to any other Resident, and the numerator of which shall be the number of days in such year that the Resident was a Resident. If such proration does not reasonably reflect that portion of the Resident's income which was received while the Resident was a Resident, the Board may, upon the written request of the Resident or the Owner of the Chargeable Parcel to which the Income Charge relates and the presentation of supporting proof satisfactory to it, prorate the Income Charge or respective portion thereof attributable to the Income of such Resident in such other manner as may be equitable.

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6.04. Income Charge Estimate. Annually, each Resident who has received or expects to receive Income in his current Income Charge Year shall file with the Community Authority an Income Charge estimate, on a form provided by it, estimating the amount of Income Charge payable by such Resident in such year. If married Residents file a joint return for federal income tax purposes, they may file a joint Income Charge estimate. Except as otherwise provided in Section 6.05 hereof, the Income Charge estimate shall be filed on or before July 15 of each year, or in the case of a Resident whose Income Charge Year is a fiscal year, the estimate shall be filed on or before the fifteenth day of the seventh month of his Income Charge Year.

6.05. Partial Year Estimate. Each Resident who becomes a Resident within the first six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before July 15 thereof. Each Resident who becomes a Resident within the last six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before January 15 of the following Income Charge Year. In the case of a Resident whose Income Charge Year is a fiscal year, the dates July 15 and January 15 in the two preceding sentences shall be the fifteenth day of, respectively, the seventh month of his Income Charge Year and the first month after the end of such Income Charge Year.

6.06. Income Charge Return. Annually, commencing in the year following the year in which he becomes a Resident, each Resident shall file with the Community Authority an Income Charge return, on a form provided by it, stating the amount of the Resident's Income for the preceding year and the amount of Income Charge payable with respect thereto. Spouses who file a joint return for federal income tax purposes may file a joint Income Charge return.

Each Resident who is an Owner or Tenant shall, to the best of his knowledge, list on his return the name of each Tenant of such Resident during such year and the address or other identification of the Place of Residence or Place of Business leased by each such named Tenant.

Each Income Charge return shall be signed by the Resident or Residents filing the same. The Income Charge return with respect to any Income Charge Year shall be filed on or before April 15 of the following year, or in the case of a Resident whose Income Charge Year is a fiscal year, the Income Charge return or the information return with respect to any Income Charge Year shall be filed on or before the fifteenth day of the fourth month after the end of such Income Charge Year. The Board shall have the power to change the date of filing of such Income Charge returns and information returns.

6.07. Payment. One-half of the estimated Income Charge for each Income Charge Year shall be paid when the estimate for such year is filed, but in no event later than the date by which such estimate is required to be filed, and the balance of the estimated Income Charge shall be paid on or before six months after the date by which the estimate is required to be filed, except that in the case of a Resident who becomes a Resident in the last six months of any Income Charge Year, all of the estimated Income Charge shall be paid when the estimate for such year is

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filed, but in no event later than the date by which such estimate is required to be filed. If the total payments made pursuant to the Income Charge estimate for any Income Charge Year are less than the Income Charge due for such year, as shown by the Income Charge return therefor, the difference shall be paid on or before the date by which the return is required to be filed. If such total payments exceed the Income Charge due, as shown by the return, the difference shall be applied as a credit against the Income Charge for the following Income Charge Year or, if a Resident certifies that his Income Charge for the following year will be less than the amount of the difference, the difference less the amount of his expected Income Charge for the following year shall be refunded to him promptly by the Community Authority. No Resident shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Resident from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Income Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Income Charge installments with respect thereto directly to the lender.

6.08. Penalty and Interest. If any installment of an Income Charge is not paid by the date provided in Section 6.07 hereof for the payment thereof, there shall be added to the installment as of the due date of such installment (i) a penalty of ten percent (10%) thereof, provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, plus (ii) interest on the sum of (1) the amount of such installment, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Income Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Income Charge. To the extent any of such penalties, interest and costs owing with respect to an Income Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Income Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant

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to Section 323.31 of the Ohio Revised Code with respect to a delinquent Income Charge without the prior written consent of the Community Authority.

If the amount of Income Charge owed by a Resident in any Income Charge Year exceeds by more than twenty percent (20%) the figure listed on such Resident's Income Charge estimate for such year, there shall be added to the Income Charge a penalty of ten percent (10%) per annum on the difference between the Income Charge owed and one hundred and twenty percent (120%) of the figure listed on the estimate, plus interest at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower) on the sum of such difference and penalty. The interest shall be measured as to each installment of such Income Charge from the date on which such installment became due to the date of payment of such difference, penalty and interest. Notwithstanding the foregoing, such penalty and interest shall not be added if, in good faith, a Resident bases his Income Charge estimate upon his Income for the preceding Income Charge Year.

6.09. Income Charge Lien. The Income Charge established by Section 6.01 hereof, with respect to each Chargeable Parcel, together with any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment of the Income Charge on any Chargeable Parcel is not paid within the period provided in Section 6.07 hereof, the lien with respect to such delinquent installment shall be enforceable in the manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances, whenever perfected, on such Chargeable Parcel except real estate taxes and assessments and liens of the United States of America, the State of Ohio and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law. Such lien shall continue until paid or released as provided in this Article VI.

If a Resident who is required to file an estimate or a return hereunder fails to do so, or if the Community Authority has reason to believe that the amount of Income Charge is understated in any estimate or return, the Community Authority shall, for the purpose of bringing action to collect the Income Charge owed or for the purpose of releasing the lien, have the right to estimate the amount of Income Charge owed or, for the purpose of releasing the lien, have the right to estimate by any reasonable means the amount of Income Charge payable by any Resident.

6.10. Release of Lien in Event of Sale or Mortgage. In the event of sale or mortgaging of any Chargeable Parcel by the Owner, the Board shall have the authority to release the lien thereon attributable to the Income Charge for the current Income Charge Year. Such release shall be given only if such Owner (i) signs, causes his spouse (if any) to sign, and delivers to the Community Authority a written commitment form similar in form to the Income Charge commitment form provided in Section 6.11 hereof, (ii) causes each Resident of his Chargeable Parcel to sign and deliver to the Community Authority an Income Charge commitment form pursuant to Section 6.11 hereof, (iii) causes each Tenant of his Chargeable Parcel to sign and deliver to the Community Authority a Tenant's Income Charge commitment form as described in

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Section 6.14 hereof, and (iv) as to that portion of the Income Charge for which he and his spouse are personally obligated, makes such payments into an escrow account as the Board may reasonably require. Such release of lien shall not impair the personal obligation of such Owner to the Community Authority as provided in Section 6.17 hereof.

6.11. Release of Lien for Owners Without Tenants. To the extent that any portion of any Income Charge lien on a Chargeable Parcel is attributable to the Income of a Resident thereof (other than the Owner) who is not a Tenant, the Owner may obtain a release of such portion of the lien, by delivering to the Community Authority an Income Charge commitment form signed by such Resident. By such form, such Resident shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to file all Income Charge estimates and returns required to be filed by a Resident, and (c) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (ii) appoint and designate the secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Resident; provided, however, that such appointment and designation shall become effective only if such Resident has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Resident on the Property. The Board shall prescribe the Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.12. Release of Lien for Owners with Tenants. To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant thereof under a written lease or a tenancy at will or sufferance subsequent to the term of such written lease, the Owner may obtain a release of such portion of the lien by:

- (a) including in the lease those lease provisions required by Section 6.13 hereof; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

Upon written request of the Community Authority, an Owner shall deliver an executed or certified copy of any lease for any portion of a Chargeable Parcel to the Community Authority.

To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant under an oral lease or a tenancy at will or sufferance subsequent to the term of such oral lease, the Owner thereof may obtain a release of such portion of the lien by:

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- (a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and
- (b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

6.13. Required Lease Provisions. Each Owner shall include in every lease of his Chargeable Parcel or any part thereof for the benefit of the Community Authority as a third-party beneficiary the following covenants and provisions:

- (a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.
- (b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.
- (c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.
- (d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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- (e) The words Community Authority, Declaration, Income Charge, Residents, Secretary of the Board and Tenant shall have the same meaning as defined in Article II of the Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio.

6.14. Tenant's Income Charge Commitment Form. By executing the Tenant's Income Charge commitment form, the Tenant shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (c) to file all Income Charge estimates and returns required to be filed by a Resident, (d) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (e) to impose the same covenants and provisions as contained in this Section in every sublease and assignment of his leasehold interest and to require that the same be imposed in every further sublease and Assignment, and (ii) appoint and designate the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of that portion of any Income Charge, together with any penalty and interest thereon, for which the Tenant is liable; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property. The Board shall prescribe the Tenant's Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.15. Release of Tenant from Guarantee. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of any other Resident of the property leased by such Tenant, except a subtenant of the Tenant or an assignee of the Tenant's leasehold interest, by delivering to the Community Authority an Income Charge commitment form as described in Section 6.11 hereof signed by such other Resident. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of a subtenant or an assignee of the Tenant's interest and all persons and entities claiming under either of them by delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof signed by such subtenant or assignee.

6.16. Records and Other Evidence; Service of Process. Each Owner of any Chargeable Parcel, by the acceptance of a deed therefor, (i) personally obligates himself to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any Income Charge return required to be filed by the Owner

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hereunder, and (ii) appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Owner; provided, however, that such appointment and designation shall become effective only if the Owner is not a Resident or, having become a Resident, has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Owner on the Property.

6.17. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon and costs of collection as provided herein, which is attributable to his Income. Each Owner shall be and remain obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon, which is attributable to the Income of all other Residents thereof, but the Community Authority shall enforce collection of such portion only in accordance with Section 4.04 hereof, and an Owner shall be relieved of his obligation with respect to such portion attributable to the Income of such other Residents who have executed a commitment form pursuant to this Article VI.

6.18. Estimates and Returns. All estimates, returns and other documents described in or required by this Article VI shall be in such form as may be prescribed by the Board. The failure of any Resident to receive or procure an estimate, return, declaration or other required form shall not excuse him from filing such form or from paying his Income Charge.

All information contained in any estimate, return or other document or otherwise obtained by the Board pursuant to this Article VI shall be treated in a confidential manner and, except pursuant to subpoena or as may be necessary in connection with any action for the collection of any Income Charge or the enforcement of any lien relating thereto, no such information with respect to any Income Charge shall be disclosed. Nothing contained in this Section shall be deemed to preclude disclosure on a statistical or other basis not permitting identification of such information with particular persons or entities.

6.19. Evidence Regarding Liens. The Community Authority shall promptly furnish each Owner written acknowledgment of receipt of any commitment form relating to his parcel furnished to it pursuant to Section 6.11 and 6.12 hereof. The Community Authority shall also promptly furnish each Tenant written acknowledgement of receipt of any commitment form relating to his guarantee furnished to it pursuant to Section 6.15 hereof. Such acknowledgments shall constitute conclusive evidence of the release of the portion of the lien or guarantee attributable to the Resident or Tenant signing such commitment form.

Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the existence or absence of Income Charge liens and, to the extent known on the basis of available data, the amount thereof. Absent the existence of any Recorded evidence of unpaid

Income Charge liens, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

6.20. Income Tax Administrator. The Community Authority may appoint an Income Charge Administrator and designate others as agents to carry out its duties pursuant to this Article VI.

ARTICLE VII

PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

7.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

7.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Ohio Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VII.

7.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting, the Board may waive, reduce, increase or terminate all or a portion of the Community Development Charge for one or more years or to a stated date or adjust the method by which the Income Charge is calculated in a manner that reduces the Income Charge for all Residents. The reduction or waiver of a portion of the Community Development Charge authorized by this Section may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority agreement, bonds, notes or loans authorized by the Community Authority under Chapter 349.

At any Fiscal Meeting held on and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may increase the Community Development Charge or adjust the method by which the Income Charge is calculated in a manner that increases the Income Charge for any Resident by the affirmative vote of at least six (6) of the seven (7) Board members.

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Except as otherwise provided in this Declaration: (i) every action taken by the Board pursuant to this Article VII shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (ii) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02 hereof. Notwithstanding any other provision of this Declaration, if a Chargeable Parcel is removed from the New Community District pursuant to a supplemental Declaration, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the New Community District; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

7.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce, increase or terminate the Community Development Charge as provided herein shall otherwise be solely within the discretion of the Board.

ARTICLE VIII

COMMUNITY FACILITIES

8.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Land Development within the New Community District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title of, the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Ohio Revised Code, to take out loans under Section 349.06(J) of the Ohio Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time to amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Land Development, including, but not limited to, regulations requiring use

and regarding the mode of use and limiting the number of guests of Owners and Residents who may use the Community Facilities and Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (i) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Land Development for any infraction of the rules and regulations relating to the Community Facilities or Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Land Development for any period during which the Assessed Valuation Charge or Income Charge or any other Community Fee, Utility Access/Community Fee, user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

(e) Such rights as the Board may have to grant easements in or rights of way over Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (g) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

8.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article VIII shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Land Development.

ARTICLE IX

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COMMUNITY FEE

9.01. Community Fee Covenant. The Initial Private Developer and the Initial Owners hereby covenant, and each Owner (except as exempt in Section 9.04 hereof) of any Parcel within the initial boundaries of the New Community District, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Community Fee which is applicable to the Owner's Parcel as provided in this Article IX. Each Owner shall be and remain personally obligated for the payment of the Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

9.02. Purpose of Community Fee. The Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Community Fee shall initially be allocated and paid to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution, in recognition of the increased costs incurred by Jerome Township and the increased need for fire and safety services to be provided by Jerome Township as a consequence of the development of the New Community District and as a condition of zoning, until the overall cap of \$7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution is reached. Thereafter, all additional receipts from the Community Fee shall be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

9.03. Amount and Collection of Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Development Parcel within the initial boundaries of the New Community District shall pay to the Community Authority a one-time Community Fee as follows:

- (a) \$200 per single-family unit;
- (b) \$100 per multi-family unit;
- (c) \$0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

provided, that if a Development Parcel is further subdivided after payment of the Community Fee for that Development Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Community Fee was paid shall not be further subject to the Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Community Fee requirement. If any Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount

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of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Community Fee.

9.04. Exemption from Payment of Community Fee. The Community Fee will not be charged to governmental facilities (e.g., the Township, Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

9.05. Adjustment to Community Fee. The Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

ARTICLE X

UTILITY ACCESS/COMMUNITY FEE

10.01. Utility Access/Community Fee Covenant. Each Owner (except as exempt in Section 10.04 hereof) of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Utility Access/Community Fee which is applicable to the Owner's Parcel as provided in this Article X. Any such Owner joining the Community Authority to access utilities must do so in accordance with the requirements of Article III hereof, and that Owner and Parcel will thereafter be subject to all Restrictions provided for in this Declaration, including, but not limited to, the obligation to pay the Community Development Charge. Each Owner shall be and remain personally obligated for the payment of the Utility Access/Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

10.02. Purpose of Utility Access/Community Fee. The Utility Access/Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Utility Access/Community Fee shall initially be allocated and paid as follows:

- (a) 80% for the Community Authority to offset upfront infrastructure costs;

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(b) 20% to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution.

There is an overall cap of \$7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution. Once this cap is reached, all additional receipts constituting that portion of the Utility Access/Community Fee that would have been allocated and paid to the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution shall thereafter be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

10.03. Amount and Collection of Utility Access/Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall pay to the Community Authority a one-time Utility Access/Community Fee as follows:

- (a) \$1,000 per single-family unit;
- (b) \$500 per multi-family unit;
- (c) \$0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

provided, that if a Parcel is further subdivided after payment of the Utility Access/Community Fee for that Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Utility Access/Community Fee was paid shall not be further subject to the Utility Access/Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Utility Access/Community Fee requirement. If any Utility Access/Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Utility Access/Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Utility Access/Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Utility Access/Community Fee.

10.04. Exemption from Payment of Utility Access/Community Fee. The Utility Access/Community Fee will not be charged to governmental facilities (e.g., Jerome Township, Jerome Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

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10.05. Adjustment to Utility Access/Community Fee. The Utility Access/Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Utility Access/Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

ARTICLE XI

DURATION, AMENDMENT AND TERMINATION

11.01. Effective Date. The Restrictions shall be effective and shall be, and be deemed, covenants running with the land when this Declaration is Recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge, Community Fee or Utility Access/Community Fee shall be collected, and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is Recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

11.02. Duration and Effect. The Restrictions (i) shall be, and be construed as, covenants running with the land; (ii) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (iii) shall inure to the benefit of and be enforceable by (a) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (b) each Owner, and (c) any Resident. The Restrictions shall continue in full force and effect unless amended, stayed or terminated pursuant to Section 11.03 hereof.

11.03. Stay or Termination of Restrictions. The Restrictions shall terminate, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the New Community District pursuant to an amendment to this Declaration; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property. No amendments to this Section shall be permitted without the written consent of 66% of the Owners at the time such amendment is proposed.

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If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio, which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and each Developer owning any of the Parcels shall, within thirty (30) days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by (i) each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by (i) each Developer for the portion of the Property being Developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including, without limitation, all personal obligations and liens under this Declaration.

ARTICLE XII

AMENDMENTS AND SUPPLEMENTS

12.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Initial Private Developer (so long as it owns or controls any of the Property) or the Community Authority may amend or supplement this Declaration (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans; (ii) to bring this Declaration into compliance with the requirements of Chapter 349, as amended from time to time; (iii) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (iv) to grant to or confer upon the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (v) to

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make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge, the Community Fee or the Utility Access/Community Fee, or to reduce or eliminate the Community Development Charge, the Community Fee or the Utility Access/Community Fee; (vi) as provided in Article III hereof; (vii) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the Petition filed pursuant to that Section to organize the Community Authority; (viii) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (ix) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and the Community Authority; (x) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III hereof or otherwise; (xi) to remove one or more Parcels from the New Community District; or (x) to make any other amendment which, in the judgment of the Community Authority, is not to the material prejudice of the Owners; provided, however, that there shall be no amendment or supplement to this Declaration by the Community Authority without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

12.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 7.03, 11.03 or 12.01 hereof, no provision of this Declaration may be amended or supplemented, in whole or in part, or terminated without the written consent of (i) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (ii) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, and (iii) the Community Authority.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code.

The Secretary shall determine (i) whether the Owners have consented to any amendment or supplement of this Declaration and (ii) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

12.03. Recording of Amendments and Supplements. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

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ARTICLE XIII

MISCELLANEOUS

13.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

13.02. Reservation. Subject to this Declaration being recorded but prior to the New Community District being created pursuant to Chapter 349, the Developers may sell to purchasers (each, a "Purchaser" and collectively, the "Purchasers") lots or condominium interests which may comprise a part of the Property and be included as part of the New Community District (individually, a "Lot" or collectively, the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to a Lot subject to this Declaration. In order to more fully provide for the inclusion of the Lots as part of the New Community District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the New Community District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, such Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include such Purchaser's Lot within the New Community District. Acceptance by a Purchaser of a deed or other instrument of conveyance from a Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the New Community District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

13.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating, a possibility of reverter or, except as provided in Sections 5.01, 6.01 and 11.01 hereof, a condition subsequent.

13.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and

EXECUTION COPY

operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

13.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

13.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of the State of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner and at the times provided in this Declaration or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

[signature pages follow]

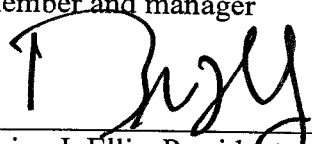
This document prepared by: Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

EXECUTION COPY

IN WITNESS WHEREOF, Jerome Village Company, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

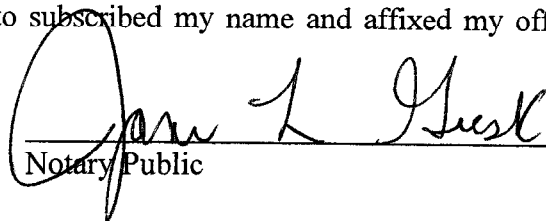
By: Nationwide Realty Investors, Ltd., its
member and manager

By: 
Brian J. Ellis, President and Chief
Operating Officer

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd, a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.


Notary Public



JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

IN WITNESS WHEREOF, Jerome United Methodist Church, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME UNITED METHODIST
CHURCH, INC. as an Initial Owner

By: [Signature]

Print Name: Judson W. Smith

Title: Chair - Administrative Council

STATE OF OHIO)
COUNTY OF UNION) SS:

The foregoing instrument was acknowledged before me this 1 day of December, 2009, by Judson Smith, the Chair Admin Council of JEROME UNITED METHODIST CHURCH, INC., on behalf of Jerome United Methodist Church, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

[Signature]
Notary Public



CHRISTINE M. MILLS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Union County
My Comm. Exp. 9/27/20 12

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Initial Owner

By: *Dan Slone*

Print Name: Dan Slone


Title: Owner

STATE OF OHIO
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 5th day of February, 2010, by Daniel M. Slone, the Owner of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Marcia A. McCoy
Notary **MARCIA A. MCCOY**
Notary Public
State of Ohio
My Commission Expires April 15, 2012



IN WITNESS WHEREOF, John R. Andrews, Trustee of the John R. Andrews Living Trust, has caused this Declaration to be executed as of the day and year first above written.

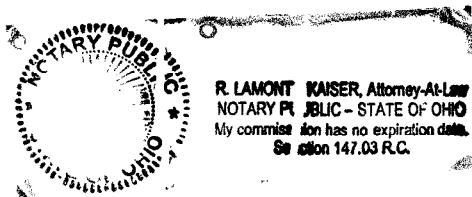
JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as an Initial Owner

John R. Andrews Trustee

STATE OF OHIO)
COUNTY OF DeWane) SS:

The foregoing instrument was acknowledged before me this 5th day of November 2009, by JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as his free act and deed.

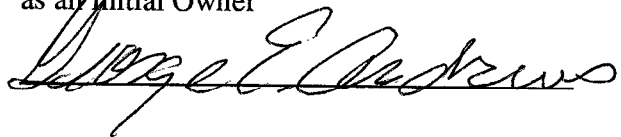
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



R. Lamont Kaiser
Notary Public

IN WITNESS WHEREOF, George Edward Andrews and Rebecca J. Andrews have caused this Declaration to be executed as of the day and year first above written.

GEORGE EDWARD ANDREWS,
as an Initial Owner



REBECCA J. ANDREWS,
as an Initial Owner



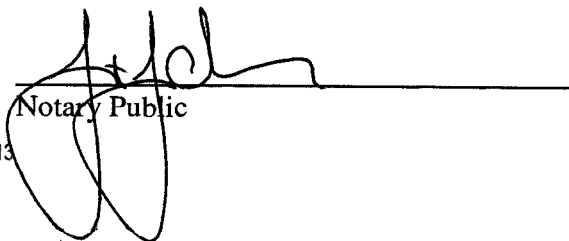
STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by GEORGE EDWARD ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013


Notary Public

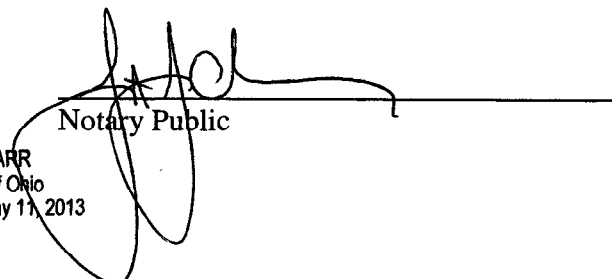
STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by REBECCA J. ANDREWS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013


Notary Public

OR 859 PG 316

IN WITNESS WHEREOF, William Henry Andrews has caused this Declaration to be executed as of the day and year first above written.

WILLIAM HENRY ANDREWS,
as an Initial Owner

William H. Andrews

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by WILLIAM HENRY ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Jennifer L. McGrady

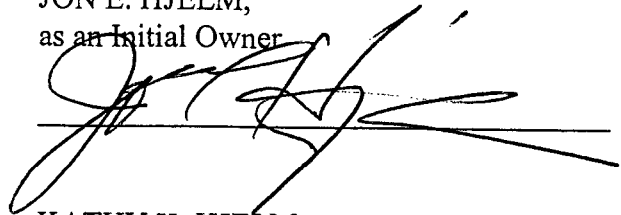
Notary Public



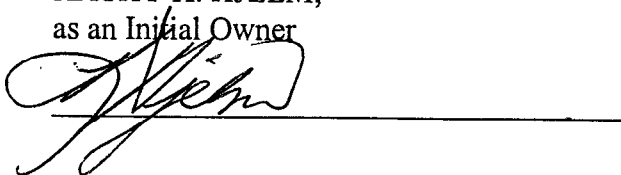
JENNIFER L. MCGRADY
Notary Public, State of Ohio
My Commission Expires 04-24-2010

IN WITNESS WHEREOF, Jon E. Hjelm and Kathy K. Hjelm have caused this Declaration to be executed as of the day and year first above written.

JON E. HJELM,
as an Initial Owner



KATHY K. HJELM,
as an Initial Owner



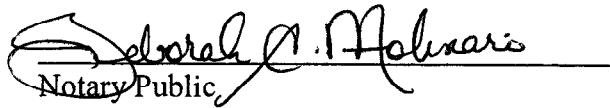
STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 9TH day of December 2009, by JON E. HJELM, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



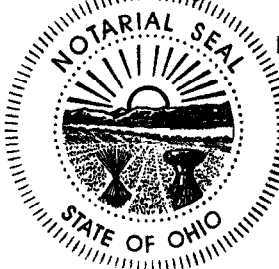
DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010


Notary Public

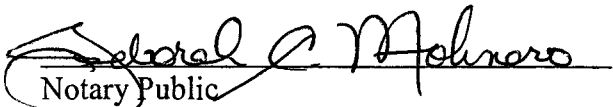
STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 9TH day of December 2009, by KATHY K. HJELM, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010


Notary Public

OR 859 PG 318

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx have caused this Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Initial Owner

William H. Marx, Jr.

CHRISTINE S. MARX,
as an Initial Owner

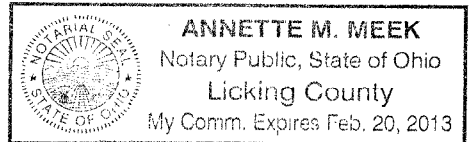
Christine S. Marx

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Annette M. MEEK
Notary Public

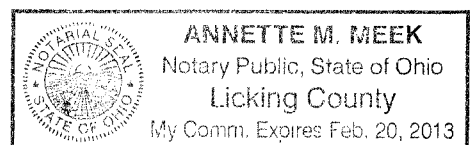


STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 3 day of November, 2009, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Annette M. MEEK
Notary Public



IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg have caused this Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Initial Owner

Scott E. Sonnenberg

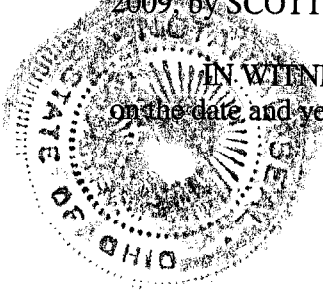
JENNIFER L. SONNENBERG,
as an Initial Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

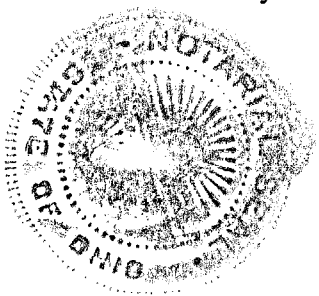


Debra B. McNamery
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



Debra B. McNamery
Notary Public My Commission Expires 5-20-2014

IN WITNESS WHEREOF, Patricia E. Williams has caused this Declaration to be executed as of the day and year first above written.

PATRICIA E. WILLIAMS,
as an Initial Owner

Patricia E Williams

STATE OF OHIO)
COUNTY OF DELAWARE) SS:

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER 2009, by PATRICIA E. WILLIAMS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

David H Starkey
Notary Public



DAVID H. STARKEY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Initial Owner

Barbara J. Wilcox

STATE OF OHIO)
COUNTY OF Delaware) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

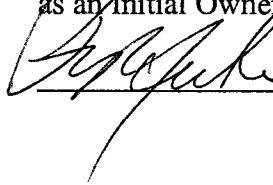
Charles G. Kaps
Notary Public



CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Peggy W. Yerke has caused this Declaration to be executed as of the day and year first above written.

PEGGY W. YERKE,
as an Initial Owner



STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by PEGGY W. YERKE, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



Notary Public



Maxwell
Deborah Maxwell of Ohio
Notary Public, State of Ohio
My Commission Expires 01-28-2013

EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

OR 859 PG 324



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-890-1201 Fax 614-890-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

JEROME TWP., UNION COUNTY / CONCORD TWP., DELAWARE COUNTY

Situated in the Virginia Military Lands, Jerome Township, Union County & Concord Township, Delaware County, State of Ohio, and being more particularly described as follows;

Beginning at the intersection of the centerline of U.S. 42 with the centerline of Harriott Road (County Road 18);

- Thence N 83°43'42" E a distance of 1427.25 feet to a point;
- Thence S 10°57'19" E a distance of 699.30 feet to a point;
- Thence N 83°43'42" E a distance of 1250.00 feet to a point;
- Thence S 10°57'19" E a distance of 532.06 feet to a point;
- Thence N 78°45'30" E a distance of 926.58 feet to a point;
- Thence S 11°14'30" E a distance of 267.46 feet to a point;
- Thence N 78°45'30" E a distance of 158.11 feet to a point;
- Thence S 11°14'30" E a distance of 234.04 feet to a point;
- Thence N 83°06'00" E a distance of 516.88 feet to a point;
- Thence S 11°13'56" E a distance of 263.08 feet to a point;
- Thence S 11°15'03" E a distance of 683.11 feet to a point;
- Thence N 84°38'48" E a distance of 1096.49 feet to a point;
- Thence N 10°32'14" W a distance of 279.77 feet to a point;
- Thence N 84°38'59" E a distance of 1213.36 feet to a point;
- Thence N 06°18'42" W a distance of 472.92 feet to a point;
- Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;
- Thence S 00°26'33" E a distance of 1910.41 feet to a point;
- Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;
- Thence S 11°15'03" E a distance of 630.20 feet to a point;
- Thence S 83°56'03" W a distance of 1996.68 feet to a point;
- Thence S 11°10'46" E a distance of 266.61 feet to a point;
- Thence S 11°10'46" E a distance of 830.41 feet to a point;
- Thence N 83°40'24" E a distance of 169.18 feet to a point;
- Thence N 83°40'24" E a distance of 1828.08 feet to a point;
- Thence S 11°14'35" E a distance of 60.22 feet to a point;
- Thence S 83°40'24" W a distance of 1743.24 feet to a point;

OR 859 PG 325



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-890-1201 Fax 614-890-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

- Thence S 05°50'53" E a distance of 1520.98 feet to a point;
- Thence S 06°03'50" E a distance of 1394.36 feet to a point;
- Thence N 83°48'29" E a distance of 1144.08 feet to a point;
- Thence S 06°08'38" E a distance of 210.55 feet to a point;
- Thence N 83°49'22" E a distance of 174.83 feet to a point;
- Thence S 06°19'30" E a distance of 510.71 feet to a point;
- Thence N 83°40'38" E a distance of 427.22 feet to a point;
- Thence N 06°10'48" W a distance of 720.33 feet to a point;
- Thence N 06°05'54" W a distance of 300.09 feet to a point;
- Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;
- Thence N 87°09'18" E a distance of 173.19 feet to a point;
- Thence S 06°00'53" E a distance of 1557.43 feet to a point;
- Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;
- Thence N 05°43'35" W a distance of 192.18 feet to a point;
- Thence S 86°58'46" W a distance of 1224.88 feet to a point;
- Thence S 06°10'48" E a distance of 318.54 feet to a point;
- Thence S 06°10'48" E a distance of 293.67 feet to a point;
- Thence S 85°15'33" W a distance of 210.44 feet to a point;
- Thence S 06°18'26" E a distance of 403.25 feet to a point;
- Thence N 83°49'28" E a distance of 209.48 feet to a point;
- Thence S 06°10'48" E a distance of 210.95 feet to a point;
- Thence S 83°00'43" W a distance of 627.96 feet to a point;
- Thence S 06°10'48" E a distance of 313.50 feet to a point;
- Thence N 83°00'43" E a distance of 305.04 feet to a point;
- Thence S 06°50'14" E a distance of 161.46 feet to a point;
- Thence S 83°49'46" W a distance of 12.37 feet to a point;
- Thence S 06°11'08" E a distance of 120.11 feet to a point;
- Thence S 83°54'05" W a distance of 246.93 feet to a point;
- Thence S 06°07'16" E a distance of 105.86 feet to a point;



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

- Thence S 06°19'44" E a distance of 653.98 feet to a point;
Thence S 83°44'47" W a distance of 693.00 feet to a point;
Thence S 06°06'29" E a distance of 492.71 feet to a point;
Thence S 84°01'23" W a distance of 225.26 feet to a point;
Thence N 09°19'47" W a distance of 498.74 feet to a point;
Thence S 84°05'13" W a distance of 231.00 feet to a point;
Thence S 85°40'52" W a distance of 171.80 feet to a point;
Thence N 05°54'30" W a distance of 648.58 feet to a point;
Thence S 84°11'46" W a distance of 330.30 feet to a point;
Thence S 06°30'15" E a distance of 566.47 feet to a point;
Thence S 83°33'34" W a distance of 200.36 feet to a point;
Thence S 06°35'13" E a distance of 62.58 feet to a point;
Thence S 06°35'13" E a distance of 522.08 feet to a point;
Thence S 84°01'23" W a distance of 463.50 feet to a point;
Thence S 83°50'14" W a distance of 839.16 feet to a point;
Thence N 06°19'26" W a distance of 223.86 feet to a point;
Thence S 83°46'49" W a distance of 255.97 feet to a point;
Thence S 06°08'43" E a distance of 223.60 feet to a point;
Thence S 82°26'49" W a distance of 60.02 feet to a point;
Thence N 06°08'43" W a distance of 225.00 feet to a point;
Thence S 83°46'49" W a distance of 277.90 feet to a point;
Thence S 06°05'16" E a distance of 223.27 feet to a point;
Thence S 83°50'14" W a distance of 1046.26 feet to a point;
Thence N 06°04'55" W a distance of 1073.28 feet to a point;
Thence N 06°10'56" W a distance of 315.01 feet to a point;
Thence N 05°55'44" W a distance of 137.67 feet to a point;
Thence N 84°10'31" E a distance of 400.37' to a point;
Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet,
with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;
Thence S 73°55'29" E a distance of 200.00 feet to a point;

OR 859 PG 327



BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Phone 614-880-1201 Fax 614-880-1202

TONY MBACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

DESCRIPTION (CONT.)

Thence with a curve to the left having an arc length of 403.47 feet, with a radius of 505.00', with a chord bearing of N 83°11'14" E, with a chord length of 392.82 feet to a point;

Thence N 05°54'00" W a distance of 1052.93 feet to a point;

Thence N 83°54'29" E a distance of 1920.32 feet to a point;
Thence N 06°33'12" W a distance of 287.31 feet to a point;

Thence S 83°43'33" W a distance of 642.27 feet to a point;

Thence N 06°11'57" W a distance of 1384.24 feet to a point;

Thence S 83°48'29" W a distance of 2957.97 feet to a point;

Thence N 05°17'33" W a distance of 2893.87 feet to a point;

Thence N 06°25'30" W a distance of 1182.13 feet to a point;

Thence S 81°32'25" W a distance of 904.20 feet to a point;

Thence N 56°09'17" W a distance of 1555.11 feet to a point;

Thence N 36°50'53" E a distance of 1177.50 feet to a point;


Thence S 57°09'10" E a distance of 479.52 feet to a point;

Thence N 36°50'53" E a distance of 488.67 feet to a point;

Thence N 64°58'27" W a distance of 488.72 feet to a point;

Thence N 36°50'53" E a distance of 2667.74 feet to a point;

Thence N 36°51'36" E a distance of 367.26 feet to the Point of Beginning and containing 1399.993 acres, more or less.


Daniel L. Quick, PS
Benchmark Surveying & Mapping Co.



2/26/07
Date

LESS AND EXCEPT THE FOLLOWING PARCELS LEAVING A TOTAL OF 1395.388 ACRES, MORE OR LESS:

Legal Description
1.000 acre

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in official record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R.#11) with the centerline of Wells Road (C.R. #17)(60 feet wide);

thence South 80°56'00" West 1939.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;


thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Gulder dated 6/18/97.


Timothy L. Gulder R.S. #7752
240 West Third Street
Marysville, Ohio 43040
(937) 644-2656



Date:
Job #97138

DESCRIPTION ACCEPTABLE
1.00 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
IS REQUIRED
DATE 11/28/97
STEVE A. STOEBE
UNION COUNTY ENGINEER

THE SALE OR EXCHANGE OF PARCELS
BETWEEN ADJOINING LOT OWNERS,
WHERE SUCH SALE OR EXCHANGE DOES
NOT CREATE ADDITIONAL BUILDING
SITES.

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AND

the following REAL PROPERTY:

SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

BEING A PART OF SURVEY NO. 2991 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991

(WEST LINE OF SURVEY NO. 2365);

THENCE ALONG THE CENTERLINE OF WELLS ROAD, SOUTH 80° 56' 00" WEST (PASSING OVER A RAILROAD SPIKE FOUND AT 603.33 FEET) A TOTAL DISTANCE OF 1772.38 FEET TO A RAILROAD SPIKE SET AT THE TRUE PLACE OF BEGINNING OF THE HEREIN DESCRIBED 2.00 ACRES TRACT OF LAND;

THENCE SOUTH 09° 04' 00" EAST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 30.00 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE SOUTH 80° 56' 00" WEST A DISTANCE OF 187.00 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE NORTH 09° 04' 00" WEST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 435.89 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF WELLS ROAD;

THENCE ALONG THE CENTERLINE OF WELLS ROAD, NORTH 80° 56' 00" EAST A DISTANCE OF 187.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 2.00 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD;

ALL IRON PINS SET ARE 5/8" SOLID IRON PINS WITH YELLOW PLASTIC CAPS STAMPED STULTS & ASSOCIATES.

BEARING SYSTEM BASED ON THE CENTERLINE BEARING OF CO. RD. 17 (WELLS ROAD) - SOUTH 80° 56' 00" WEST, TAKEN FROM E.L. KAUFMAN'S 1.0 ACRE TRACT OF LAND AS DESCRIBED IN DEED BOOK 241, PAGE 256.

AND

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SURVEY FOR JOHN ANDREWS

1.604 Acres

December 21, 1999

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided 1/4 interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided 1/4 interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Jerome Road (CR. #11)(60 feet wide) with the centerline of Hill Road (T.R. #14);

Thence North $09^{\circ}10'54''$ West (assumed bearing) 1927.95 feet, following the centerline of Jerome Road and passing at 1777.95 feet a magnetic nail set at the southwest corner of said 80.448 acre tract, thereafter following the west line of said 80.448 acre tract, to a magnetic nail set and marking the place of beginning;

Thence North $09^{\circ}10'54''$ West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North $86^{\circ}15'41''$ East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

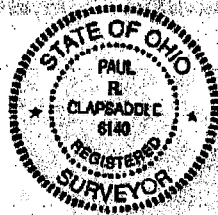
Thence South $09^{\circ}10'54''$ East 150.00 feet to an iron pin set;

Thence South $86^{\circ}15'41''$ West 468.00 feet, passing at 437.86 feet an iron pin set, to the place of beginning, containing 1.604 acres, more or less, and subject to all valid easements and restrictions of record.

The above description was prepared from an actual field survey made under the supervision of Paul R. Clapsaddle, Registered Surveyor #6140 during the month of December 1999. Iron pins set are 5/8" by 30" reinforcing rods with caps marked "Clapsaddle, R.S. #6140." Bearings indicated herein are based on an assumed meridian and are to denote angles only.

ATTEST:

Paul R. Clapsaddle
Paul R. Clapsaddle, R.S. #6140
19019 West Darby Road
Marysville, Ohio 43040
(937) 747-2599



EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 12/22/99
STEVE STORTE UNION CO. ENG

210 PAGE 94

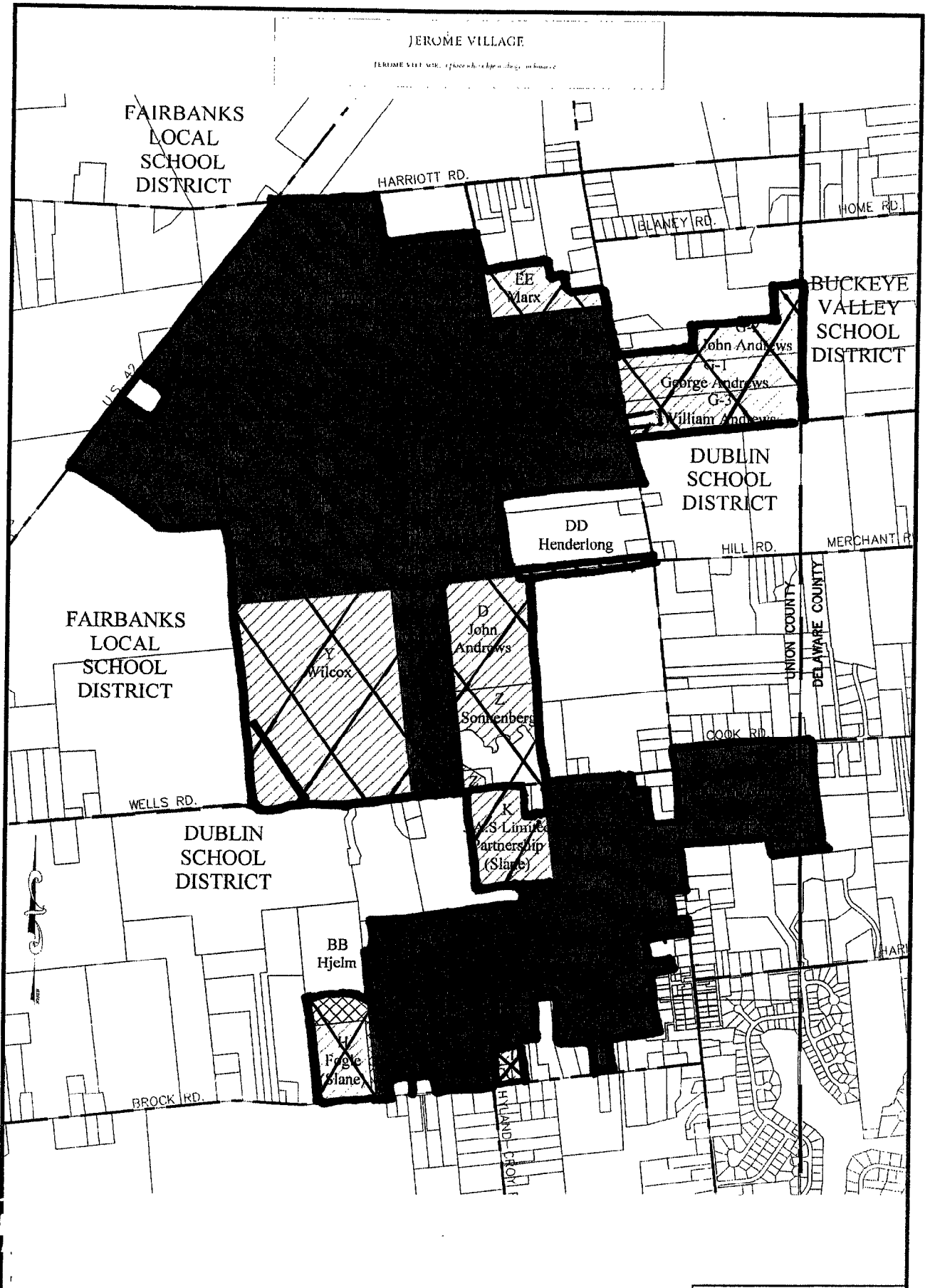
OR 859 PG 331

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EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]



JEROME VILLAGE

JEROME VILLAGE, a place which has no legal existence

FAIRBANKS LOCAL SCHOOL DISTRICT

BUCKEYE VALLEY SCHOOL DISTRICT

DUBLIN SCHOOL DISTRICT

FAIRBANKS LOCAL SCHOOL DISTRICT

DUBLIN SCHOOL DISTRICT

UNION COUNTY, OHIO
JEROME VILLAGE
SEPTEMBER 28, 2007

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SCALE: HORIZ. 1" = 100'
VERT. 1" = 100'

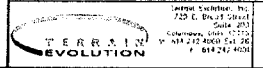


EXHIBIT C

PROFITS

“Profits” of a corporation means (i) net income as defined in Chapter 5733 of the Revised Code as it may from time to time be amended (or in the corresponding statute of any future Ohio corporation tax law imposed on or measured by net income), (ii) including (notwithstanding anything to the contrary in Chapter 5733 of the Revised Code) net income derived from intangible property, (iii) excluding net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a sole proprietorship means (i) net profit as reported to the Internal Revenue Service, (ii) excluding net profit with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, (iii) less the net losses as reported to the Internal Revenue Service for the five immediately preceding Income Charge Years to the extent that such losses have not previously been subtracted from net profit in calculating Profits, as (iv) allocated or apportioned to the Property in the manner described below.

“Profits” of a person or entity other than a corporation or sole proprietorship means (i) taxable income as defined in the Internal Revenue Code (or in the corresponding statute of any future United States Internal Revenue law), (ii) excluding taxable income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iii) allocated or apportioned to the Property in the manner described below.

For the purpose of paragraphs (a) and (b) below, “net income” shall mean (i) “net profit” in the case of a sole proprietorship and (ii) “taxable income” in the case of an entity other than a corporation or a sole proprietorship.

(a) Allocation of net income:

- (1) Net rents and royalties from any Parcel are allocable to the Property.
- (2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.
- (3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.
- (4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.

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(5) Capital gains and losses from the sale or other disposition of intangible personal property which may produce income enumerated in subparagraph (6) of this paragraph shall be allocated as set forth in such subparagraph. Capital gains and losses from the sale or other disposition of all other intangible personal property shall be allocated on the basis of commercial situs.

(6) Dividends, which are not otherwise deducted or excluded from net income, shall be apportioned to the Property in accordance with the ratio which the book value of the physical assets of the payor located on the Property bears to the book value of the total physical assets of the payor thereof located everywhere. Dividends received from payors, the location of whose physical assets is not available to the Resident, shall be apportioned as provided in subparagraph (8) of this paragraph.

(7) Patent and copyright royalties and technical assistance fees, not representing the principal source of gross receipts of the Resident are allocable to the Property to the extent that the activity of the payor thereof, giving rise to the payment, takes place on the Property.

(8) Any other net income, other than that enumerated in subparagraphs (1) to (7), inclusive, of this paragraph, shall be allocated to the Property on the basis of the apportionment mechanism provided in paragraph B below.

(b) Apportionment of net income: The amount of net income, excluding the net income which is allocable under subparagraphs A(1) through A(7), apportioned to the Property shall be determined by multiplying such net income by a fraction, the numerator of which is the sum of the property factor plus the payroll factor plus the sales factor, and the denominator of which is three, provided that the denominator of three shall be reduced by the number of factors which have a denominator of zero. The property, payroll and sales factors shall be determined as follows:

(1) The property factor is a fraction, the numerator of which is the average value of the Resident's real and tangible personal property owned or rented and used in the trade or business on the Property during the Income Charge Year and the denominator of which is the average value of all of the Resident's real and tangible personal property owned or rented and used in the trade or business everywhere during such year. There shall be excluded from the numerator and the denominator of the property factor the original cost of property within Ohio with respect to which a "pollution control facility" certificate has been issued pursuant to Section 5709.21 of the Revised Code or an "industrial water pollution control certificate" has been issued pursuant to Section 5709.21 or former Section 6111.31 of the Revised Code.

(A) Real and personal tangible property owned by a Resident is valued at its original cost. Real and personal tangible property rented by a Resident is valued at eight times the net annual rental rate. Net annual rental rate means the

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annual rental rate paid by the Resident less any annual rental rate received by the Resident from subrentals.

(B) The average value of real and personal tangible property shall be determined by averaging the values at the beginning and the end of the Income Charge Year, but the Community Authority may require the averaging of monthly values during the Income Charge Year, if reasonably required to reflect properly the average value of the property.

(2) The payroll factor is a fraction the numerator of which is the total amount paid within the Property during the Income Charge Year by the Resident for compensation, and the denominator of which is the total compensation paid everywhere by the Resident during such year:

(A) Compensation means any form of remuneration paid to an employee for personal services.

(B) Compensation is paid within the Property if:

(i) The recipient's service is performed entirely on the Property;

(ii) The recipient's service is performed both on and off the Property, but the service performed off the Property is incidental to the recipient's service performed on the Property; or

(iii) Some of the service is performed on the Property and either the base of operations, or if there is no base of operations, the place from which the service is directed or controlled is on the Property.

(C) Compensation is paid on the Property to any employee of a common or contract motor carrier corporation, who performs his regularly assigned duties on a motor vehicle both on and off the Property, in the same ratio by which the mileage traveled by such employee on the Property bears to the total mileage traveled by such employee everywhere during the Income Charge Year.

(3) The sales factor is a fraction the numerator of which is the value of business done, measured by the sum of all sales on the Property by the Resident during the Income Charge Year, and the denominator of which is the total value of its business done, measured by the sum of all sales by the Resident everywhere during such year.

(A) Sales of tangible personal property on the Property shall include all sales originating at a Place of Business on the Property where the tangible personal property is received on the Property by the purchaser. In the case of delivery of tangible personal property by common carrier or by other means of

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transportation, the place at which such tangible personal property is ultimately received after all transportation has been completed shall be considered as the place at which such tangible personal property is received by the purchaser. Direct delivery on the Property, other than for purposes of transportation, to a person or firm designated by a purchaser constitutes delivery to the purchaser on the Property and direct delivery off the Property to a person or firm designated by a purchaser does not constitute delivery to the purchaser on the Property, regardless of where title passes or other conditions of sale.

(B) Sales of other than tangible personal property on the Property shall include all sales of services, of intangible property or of real property with respect to which either the income-producing activity is performed on the Property or the income-producing activity is performed both on and off the Property and a greater proportion of the income-producing activity is performed on the Property than off it, based on costs of performance. If the income-producing activity involves the solicitation of a sale, the location of the solicitation shall control. If the sale is principally solicited by the Resident, or its agent from an office on the Property, such activity shall be allocated to the Property. If the sale is principally solicited by the Resident or its agent from an office off the Property, such activity shall not be allocated to the Property.

(c) If application of the allocations and apportionment provided for in this Exhibit does not fairly determine the Profits of a Resident attributable to the business activity actually conducted by the Resident on the Property, the Community Authority may require, or the Resident may request in writing and the Community Authority may approve, application of an alternative method of allocation and apportionment.

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EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

THIS _____ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY (this “_____ Supplemental Declaration”) is made as of the _____ day of _____, _____, by [OWNER NAME, type of entity (the “Owner”)], JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company (the “Initial Private Developer”),] and JEROME VILLAGE COMMUNITY AUTHORITY (the “Community Authority”).

WHEREAS on _____, _____, that certain Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio (the “Declaration”), was recorded at _____ in the office of the Recorder, Union County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, the [Initial Private Developer and] the Community Authority reserved the right to submit Additional Property (as that term is defined in the Declaration) to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the “Restrictions”); and

WHEREAS, the Owner, as the owner of a _____ acre tract of real property located in _____ County, Ohio, more particularly described in Exhibit A (the “Property”) attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

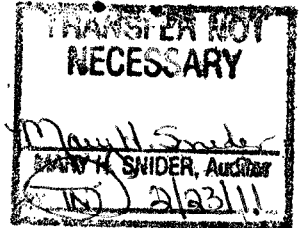
[WHEREAS, the undersigned, being the Initial Private Developer and the Community Authority, hereby determine pursuant to the terms of Section 2.01 of the Declaration to permit _____ to become a party to the Declaration as an Additional Private Developer;]

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner[, the Initial Private Developer] and the Community Authority hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2011 FEB 23 PM 12:38

852°



JEROME VILLAGE

375562

Jerome Township, Union County, Ohio

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS ³

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.

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OR 907 PG 572

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EXHIBIT A – Master Plan Area for Jerome Village

EXHIBIT B – Initial Property owned by the Declarant and the Master Developer Subject to this
Master Declaration

EXHIBIT C – Initial Property owned by Adjoining Owners subject to this Master Declaration

EXHIBIT D – Open Space Plan for Common Property

EXHIBIT D-1 – Delaware County Open Space

EXHIBIT E – Bylaws of the Master Association

MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration") is made on or as of this 17 day of February, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer") and J.A.S. Limited Partnership; William H. Marx, Jr., and Christine S. Marx, husband and wife; Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife; and Barbara Wilcox, Trustee of the Charles Wilcox Trust (collectively, the "Adjoining Owners"), subject to the provisions of Article XV hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain Adjoining Owners, and real property planned and zoned by the Master Developer for certain Adjoining Owners.

C. The Master Developer is presently the owner of certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village.

D. The Adjoining Owners are presently the owners of that certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village being more particularly described in the attached Exhibit C (the "Adjoining Owner Property").

E. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

F. Detailed guidelines, consisting of the Development and Architectural Documents, as hereinafter defined, have been established to regulate all development, architecture and construction within Jerome Village. Each Parcel, as hereinafter defined, agrees to and shall be bound by such guidelines.

G. The Master Developer deems it desirable to establish a master association for the purpose of governing the maintenance of certain areas and/or improvements constructed as part of Jerome Village, to provide for the establishment of a design review board and other management mechanisms, and to establish and provide for sub-associations to govern and maintain certain subareas and condominium regimes created within Jerome Village, for the purpose of addressing conditions and circumstances unique to individual subareas and condominium regimes created within Jerome Village.

H. To ensure the proper application of the Development and Architectural Documents, and to further the development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Jerome Village, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

I. This Master Declaration shall inure to the benefit of all future owners of all or any portion of the Property and all others claiming under or through them, as well as the Master Developer, the Adjoining Owners, and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the Property, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property, subject to the provisions of Article XV hereof. The Property consists of approximately 1,395 acres of land, more or less, from which the Master Developer and the Adjoining Owners intend to subdivide several single-family and multi-family residential subdivisions, condominium regimes, subdivisions for a town center and commercial, office, educational, government, institutional and civic uses (each subdivision or condominium regime, whether residential or commercial, may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Jerome Village and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Jerome Village on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional

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parcels to, and declare them to be, subsequent Development Phases of Jerome Village. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Jerome Village, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Jerome Village may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Jerome Village is not a “planned community” for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the “Planned Community Statute”), due to the fact that the Planned Community Statute applies only to communities comprised of individual subdivided parcels which are occupied or intended to be occupied as dwelling units for use and occupancy for residential purposes by a single household or family. While certain portions of Jerome Village consist of such dwelling units, this Master Declaration also applies to Commercial Parcels. Those portions of Jerome Village that constitute a “planned community” for purposes of the Planned Community Statute shall be subject to the Jerome Village Residential Property Owners Association created as a Sub-Association hereunder, which shall comply with the provisions of the Planned Community Statute.

ARTICLE II. DEFINITIONS

In addition to the words and terms defined elsewhere in this Master Declaration, the following words and terms, as used herein, shall have the following meanings:

A. “Additional Property” - real property that may in the future be identified, as determined by the Master Developer in its sole and unfettered discretion, as real property to be part of Jerome Village and subjected to the provisions hereof, and may include any real property presently planned by the Master Developer to become part of Jerome Village in the future, adjacent or contiguous with the Property as it is then constituted, provided that, with respect to other real property, the owner or owners thereof concur and join in with the subjecting of same to the provisions hereof.

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B. "Administrative Expenses" – all costs and expenses incurred by the Master Association, the Board of the Master Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Master Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article XI Paragraph G hereof; reserves deemed necessary by the Board of the Master Association; and other usual and customary costs of master association administration.

C. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable, each organized as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

D. "Board" - the board of directors or other management body of each of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable.

E. "Bylaws" - the Bylaws of each of: (i) Jerome Village Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, (ii) the Jerome Village Commercial Property Owners Association, as further provided in Article VIII Paragraph F hereof, (iii) the Jerome Village Residential Property Owners Association, as further provided in Article IX Paragraph F hereof, and (iv) the Jerome Village Town Center Property Owners Association, as further provided in Article X Paragraph F hereof, as applicable in each case, also constituting the applicable code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

F. "Commercial Parcels" - a legally separate tax parcel created or subdivided from the Property on which commercial activities are contemplated to be conducted. Commercial Parcels include those portions of the Jerome Village Town Center used for commercial purposes, except for purposes of membership in the Commercial Property Owners Association, of which Commercial Parcels in the Town Center shall not be members, due to the fact that they are members of the Town Center Property Owners Association created hereunder.

G. "Commercial Property Owners Association" – Jerome Village Commercial Property Owners Association, being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article VIII hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels. The Commercial Property Owners Association shall be named JEROME VILLAGE COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio

non-profit corporation or other appropriate non-profit entity. Commercial Parcels located in the Town Center shall not be included in the Commercial Property Owners Association, but shall be included in the Town Center Property Owners Association.

H. "Commercial Property Declaration" – the Commercial Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels other than those located in the Town Center.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Jerome Village. All such Common Property shall be owned by the Community Authority, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property shown on the Open Space Plan for Common Property attached hereto as Exhibit D, as the same may be amended and modified with respect to final subdivision plats of Jerome Village; provided that at the full build out and completion of Jerome Village, Common Property shall equal at least forty percent (40%) of all real property included within Jerome Village.

J. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article XIV hereof.

K. "Condominium" or "Condominium Parcel" - the portions of the Property designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on the Condominium Parcel and their respective undivided interests in related common elements are referred to herein as Units. Condominiums and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments) which shall be considered Commercial Parcels for all purposes hereof, or condominium regimes designed solely for common ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

L. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

M. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

N. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals

having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Jerome Village.

O. "Developer" - a person or entity to whom a Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Commercial Parcels.

P. "Development and Architectural Documents" - the Jerome Village Property Code, the Jerome Village Commercial Center Property & Architectural Design Code and the Jerome Village Architectural Pattern Book, as modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

Q. "Development Phase" - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision, multi-family residential subdivision (including a Condominium) or non-residential development (such as a commercial development) is to be developed and constructed.

R. "Directors" - those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association, those natural Persons appointed or elected to the Board of the Commercial Property Owners Association as provided in Article VIII Paragraph E hereof and the Bylaws of the Commercial Property Owners Association, those natural Persons appointed or elected to the Board of the Residential Property Owners Association as provided in Article IX Paragraph E hereof and the Bylaws of the Residential Property Owners Association, and those natural Persons appointed or elected to the Board of the Town Center Property Owners Association as provided in Article X Paragraph E hereof and the Bylaws of the Town Center Property Owners Association, as applicable.

S. "Exempt Property" - the portions of real property comprising Jerome Village that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Union County, Jerome Township, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, (b) owned by a Sub-Association, or (c) owned by the Community Authority; provided in any such case, the same is not utilized as a residence.

T. "Governing Documents" - as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Documents, and all amendments thereto, the Community Authority Declaration, as defined in Article XIV hereof, applicable building and zoning laws, subdivision and other plats of property in Jerome Village, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents

(including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Jerome Village.

U. "Improvements" - any and all alterations to the Property which cause the Property to deviate from its natural condition or condition as of the date hereof or the date any real property is added to this Master Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within Jerome Village.

V. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Master Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel, Commercial Parcel, the Common Property, and any Property dedicated for public use; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by the Master Developer to a builder or Developer, for purposes of constructing dwellings declared under law to be Condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of Condominium Units that are authorized by law, and approved by the Master Developer, to be so constructed and declared on that parcel of real estate.

W. "Manager"- a Person retained by the Master Association Board to assist in the management of the Master Association.

X. "Master Association" - Jerome Village Master Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of enforcing the provisions of this Master Declaration. The Association shall be named JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

Y. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

Z. "Member" - any person or entity (i) entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof, (ii) entitled to membership in the Commercial Property Owners Association, as provided for in Article VIII Paragraph B hereof, (iii) entitled to membership in the Residential Property Owners Association, as provided for in Article IX Paragraph B hereof, or (iv) entitled to membership in the Town Center Property Owners Association, as provided for in Article X Paragraph B hereof, as applicable.

AA. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided from the Property on which residential apartment units are to be developed and constructed, other than Condominium Units.

BB. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer.

CC. "Parcel" - a legally separate tax parcel subdivided or created from the Property. Parcels include Lots, Units, Multi-Family Parcels and Commercial Parcels.

DD. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

EE. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B, together with the Adjoining Owner Property described on attached Exhibit C, subject, in the case of the Adjoining Owner Property, to the terms and conditions of Article XV hereof, and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all real property constituting Jerome Village shall be a part of the Property hereunder.

FF. "Residential Parcel" – means each Lot and the platted subdivision of which it is a part, each residential Condominium Unit, its undivided interest in the common elements of the Condominium of which it is a part, the Condominium of which it is a part, and each Multi-Family Parcel.

GG. "Residential Property Owners Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article IX hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Lots, Units or

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Multi-Family Parcels. The Residential Property Owners Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

HH. "Residential Property Declaration" – the Residential Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Residential Parcels.

II. "Rules"- the rules and regulations governing use, occupancy and appearance of the Property and the Common Property, as may be established by the Master Association Board from time to time.

JJ. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

KK. "Sub-Association" - The Commercial Property Owners Association, the Residential Property Owners Association, the Town Center Property Owners Association and each additional sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XVII hereof.

LL. "Town Center" – That area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

MM. "Town Center Property Declaration" – the Town Center Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels within the Town Center.

NN. "Town Center Property Owners Association" - Jerome Village Town Center Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article X hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels within the Town Center. The Town Center Property Owners Association shall be named JEROME VILLAGE TOWN CENTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Lots, Units or Multi-Family Parcels located within the Town Center shall not be part of the Town Center Property Owners Association, but shall be a part of the Residential Property Owners Association.

OO. "Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

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PP. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

ARTICLE III. GOALS

The restrictions, conditions, easements, covenants, obligations and charges contained in this Master Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements;
- D. Establishment of requirements for Jerome Village and use of the Property;
- E. To create, maintain and preserve the quality of life for all Owners and residents of Jerome Village; and
- F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, and the collection of funds to fulfill its objectives.

ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

- A. Use. Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels. No Improvements may be constructed, modified or demolished by a Developer or

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Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended pursuant to Exhibit D and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Parcels and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, and the Rules.

C. Use of Condominium Parcel. Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed on any Condominium Parcel until and unless the plans therefore have been approved by the Design Review Board, as further provided in Article V hereof.

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

E. Signs. All signage located within Jerome Village shall comply with the signage requirements of the Development and Architectural Documents.

F. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. The foregoing shall not apply to pet stores located on Commercial Parcels. Up to two (2) horses may be kept on any residentially planned and zoned Parcel having in excess of five (5) acres that is not a Condominium.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any Unit or dwelling or structure erected on

any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot, Unit or Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots, Multi-Family Parcels or Condominium Parcels without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit a Lot or Unit Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot, Unit or apartment unit located on a Multi-Family Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Lot, Multi-Family Parcel or Condominium Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on Lots, Multi-Family Parcels or Condominium Parcel, including, without limitation, sheds or barns. Storage buildings shall be permitted on Multi-Family Parcels and Condominium Parcels only as permitted by the Design Review Board pursuant to Article V hereof. Open storage and storage buildings shall be permitted on Commercial Parcels only as permitted by the Design Review Board pursuant to Article V hereof.

J. Hotel/Transient Uses; Leases. No Lot, Multi-Family Parcel or Condominium Unit may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All residential leases shall be in writing and shall be subject to this Master Declaration.

K. Vehicles. The Master Association Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Jerome Village (excluding parking on Multi-Family Parcels and Commercial Parcels) in accordance with plans approved by the Design Review Board. In addition to their authority to levy Parcel Assessments as penalties for the violation of the Rules, the Master Association Board shall be authorized to cause the removal of any vehicle violating the Rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot or on any portion of any Multi-Family Parcel or Condominium Parcel (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) consecutive hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction or maintenance of residences on the Lots, Multi-Family Parcels and Condominium Parcel.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the

conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident's family.

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and Development Phases, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered sanitary containers, screened from view.

M. Antennae; Clotheslines. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, Multi-Family Parcel or Condominium Parcel, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Lot, Multi-Family Parcel or Condominium Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

N. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

O. Holiday Displays. Any exterior holiday displays placed on any Lot, Unit, Multi-Family Parcel or Condominium, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Master Association Board shall be permitted to establish Rules regarding holiday displays.

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, Multi-Family Parcel or Condominium Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property. The foregoing restrictions as to propane gas and fuel oil tanks shall not apply to Parcels in excess of five (5) acres not developed as Condominiums, multi-family apartments or Commercial Parcels, and the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds located on the Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be

responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement street tree planting requirements relative to Commercial Parcels and within Condominium Parcels and Multi-Family Parcels.

R. Mailboxes. The Master Developer shall designate a uniform style of curbside mailbox for all Lots in a Development Phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each Development Phase. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by the Master Developer.

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Documents.

T. Fencing. As further provided in the Development and Architectural Documents, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The Design Review Board may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

U. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV Paragraph U shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, Multi-Family Parcel or Condominium Parcel, all fencing, screening and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening and landscaping are considered Improvements and must be approved by the Design Review Board.

V. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to

the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

X. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of Jerome Village.

Y. Compliance with Zoning Requirements. Certain provisions of this Master Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval process in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Master Declaration. In the event, however, that such governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Master Declaration shall be deemed modified, ipso facto and without need for further action on the part of the Master Developer or the Master Association, such that this Master Declaration requires compliance with the obligation as affected by such change or modification.

Z. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, the Union County, Ohio Subdivisions Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations.

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

All Property at any time subject to this Master Declaration shall be governed and controlled by this Article.

A. Design Review Board. There is hereby created and constituted the Jerome Village Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned mixed use communities such as Jerome Village. At all times, the Design Review Board

shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property. The Design Review Board shall be governed in their review and approval by the Development and Architectural Documents.

The Design Review Board shall have the exclusive authority to interpret and define the Development and Architectural Documents. Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and approval prior to submission to any governmental body for review and approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Parcel, to comply with, and to cause such Owner's property and any occupant thereof to comply with the standards promulgated by the Development and Architectural Documents, as interpreted by the Design Review Board. No Development of a Development Parcel shall be undertaken and no Improvement shall be placed, erected, constructed or installed on the Property by any Developer or Owner, no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer, other building company, contractor or Owner shall be permitted, and no other changes to the exterior elevation of any existing Improvement, including changes to exterior colors, fixtures, or roof shall be made, without, until and unless the Developer, builder, contractor or Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Master Declaration. Improvements, additions and modifications to structures and/or alterations to natural or permitted improved site conditions, including landscaping and tree removal, after the original site construction has been completed as approved by the Design Review Board, shall be subject to the prior written approval of the Design Review Board.

B. Modifications. No Person shall construct any Improvement on the Property, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Documents, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and the Development and Architectural Documents; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best

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interest of the community and is within the spirit of the standards of the Development and Architectural Documents. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board and the Development and Architectural Documents, and separate approval therefore by the Design Review Board is not required. In addition, the Design Review Board shall have the right, upon review of submitted standard building plans from the individual Development Phase Developers, to pre-approve building plans. Upon approval by the Design Review Board, such building plans shall be deemed approved by the Design Review Board; subject, however, to the further requirement that such pre-approved building plans shall require further submissions to the Design Review Board for each use of such plans for review and approval by the Design Review Board of proposed construction materials, exterior colors, lot orientation, lot setbacks and landscaping.

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Jerome Village and shall be the sole and exclusive authority for interpretation of the Development and Architectural Documents, subject to the provisions of Article V Paragraph G hereof.

F. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, condominium development approval, construction permit, building permit or variance pertaining to any Improvements to be developed, constructed or installed within Jerome Village unless and until the Design Review Board has endorsed its written approval thereon.

G. Amendments, Modifications and Amplifications of Development and Architectural Documents. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to amend, modify and amplify the Development and Architectural Documents, subject to the terms and conditions of the zoning and governmental approvals pertaining to Jerome Village. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Documents.

H. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

I. Liability Relating to Approvals. Neither the Master Developer, the Master Association, the Master Association Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve the same. Every Person and Parcel Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Parcel Owner shall be responsible for ensuring that any Improvements constructed on their Parcel comply with any zoning ordinances and any easements, covenants and conditions of record.

J. Green Concept Development. Jerome Village is a "Green Concept Development", meaning key natural features will be identified and preserved within the Common Property. Storm water for Jerome Village will be handled through low impact designated drainage systems with extensive use of bio-swales, thus insuring rainwater will be returned to the aquifer. Major wetlands will be maintained and created to purify water and create wildlife habitat. The Master Developer, the Design Review Board and the Master Association shall each have enforcement rights hereunder to preserve and protect all bio-swales, wetlands and drainage systems installed with Jerome Village.

K. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XIX Paragraph B hereof.

ARTICLE VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail personnel, delivery personnel, garbage removal personnel, all similar persons, local governmental authorities and the Master Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping,

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storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

F. No-Build Zones. Any areas designated on any recorded plat of Jerome Village, or in prior deed restrictions as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements.

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

ARTICLE VII. THE MASTER ASSOCIATION

A. Membership. The Master Developer and each Owner shall have a membership in the Master Association, and by acceptance of a deed to a Parcel, every Owner agrees to and acknowledges being a Member of the Master Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Parcel owned. In the event an Owner consists of more than one Person, such Persons shall have one membership in the Master Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Master Association shall be set forth herein and in the Master Association's Articles of Incorporation and Bylaws, including all amendments hereto and thereto.

C. Composition of Master Association Board. At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of one (1) Director elected from each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Each Director of the Master

Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

D. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to this Master Declaration or the Master Association, except as otherwise provided herein or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Master Association shall be as set forth in the attached Exhibit E, subject to amendment as permitted therein.

ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Commercial Parcel (other than Commercial Parcels located in the Town Center), there shall be created as a Sub-Association of the Master Association, the Commercial Property Owners Association and the Commercial Property Declaration shall be filed against and encumber such Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel (other than Commercial Parcels located in the Town Center), the Commercial Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed, such that at all times, all Commercial Parcels (other than the Commercial Parcels located in the Town Center) shall be encumbered by the Commercial Property Declaration. At all times, the Commercial Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not

terminate a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Commercial Property Owners Association shall be set forth in the Commercial Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Commercial Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Commercial Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Commercial Property Owners Association, being the Master Developer. In all Commercial Property Owners Association matters involving a vote, the Master Member of the Commercial Property Owners Association shall have one (1) vote for each Commercial Parcel of the Property (whether or not such Commercial Parcel has been transferred to a Developer or individual Commercial Parcel Owner); until such time as the Commercial Parcel Owners become voting members of the Commercial Property Owners Association, as provided in Article VIII Paragraph D.2. hereof, after which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in its role as Master Member of the Commercial Property Owners Association but shall retain voting rights only as a Commercial Parcel Owner Member to the extent applicable.

2. Commercial Parcel Owner Members. Each Owner of a Commercial Parcel (excluding Commercial Parcels in the Town Center) shall be a member of the Commercial Property Owners Association. Sub-Associations created as permitted by Article XVII Paragraph B hereof shall not be Members of the Commercial Property Owners Association. The Commercial Parcel Owner Members shall not be voting members of the Commercial Property Owners Association until the Turnover Date, at which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in the Commercial Property Owners Association in its role as Master Member and each Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Commercial Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 15,000 sq. ft. of building Improvements (or portion thereof if less than 15,000 sq. ft.).

Irrespective of whether the Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Commercial Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Commercial Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Commercial Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Commercial Property Owners Association consisting of three (3) natural persons who own or represent the owners of Commercial Parcels (other than Commercial Parcels located in the Town Center). Each Director of the Commercial Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Commercial Property Owners Association shall expire annually.

ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Residential Parcel, there shall be created as a Sub-Association of the Master Association, the Residential Property Owners Association and the Residential Property Declaration shall be filed against and encumber such Residential Parcel. Thereafter, prior to the development of any additional Residential Parcel, the Residential Property Declaration shall be amended and expanded to encumber each such Residential Parcel being developed, such that at all times, all Residential Parcels shall be encumbered by the Residential Property Declaration. At all times, the Residential Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer, each Lot or Unit Owner and each Owner of a Multi-Family Parcel shall have a membership in the Residential Property Owners Association,

and by acceptance of a deed to a Lot, Unit or Multi-Family Parcel, every Lot, Unit or Multi-Family Parcel Owner agrees to and acknowledges being a Member of the Residential Property Owners Association. Membership in the Residential Property Owners Association is a right appurtenant to and inseparable from a Lot, Unit or Multi-Family Parcel Owner's fee simple title in a Lot, Unit or Multi-Family Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot, Unit or Multi-Family Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Lot, Unit or Multi-Family Parcel Owner's membership. No Lot, Unit or Multi-Family Parcel Owner, whether one or more Persons, shall have more than one membership per Lot, Unit or Multi-Family Parcel owned. In the event a Lot, Unit or Multi-Family Parcel Owner consists of more than one Person, such Persons shall have one membership in the Residential Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Residential Property Owners Association shall be set forth in the Residential Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Residential Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Residential Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Residential Property Owners Association, being the Master Developer. In all Residential Property Owners Association matters involving a vote, the Master Member of the Residential Property Owners Association shall have one (1) vote for each planned residential Lot, each Unit and each Multi-Family Parcel of the Property (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a Developer or individual Lot, Unit or Multi-Family Parcel Owner); until such time as the Lot, Unit or Multi-Family Parcel Owners become voting members of the Residential Property Owners Association, as provided in Article IX Paragraph D.2. hereof, after which time, the Master Member of the Residential Property Owners Association shall no longer have any voting rights in its role as Master Member of the Residential Property Owners Association but shall retain voting rights only as a Lot, Unit or Multi-Family Parcel Owner Member to the extent applicable.

2. Lot, Unit or Multi-Family Parcel Owner Members. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Owner of a Multi-Family Parcel shall be a member of the Residential Property Owners Association. Sub-Associations created as permitted by

Article XVII hereof and Condominium Associations shall not be Members of the Residential Property Owners Association. The Lot, Unit or Multi-Family Parcel Owner Members shall not be voting members of the Residential Property Owners Association until the Turnover Date, at which time the Master Member of the Residential Property Owners Association shall no longer have any voting rights in the Residential Property Owners Association in its role as Master Member of the Residential Property Owners Association and each Lot, Unit or Multi-Family Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Residential Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Lot, Unit or Multi-Family Parcel Owner shall be determined as follows:

Each Lot Owner shall have one vote, each Unit Owner shall have one vote and the Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Lot, Unit or Multi-Family Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Residential Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Residential Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Residential Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Residential Property Owners Association consisting of three (3) natural persons who own or represent the Lot, Unit and Multi-Family Parcel Owners. Each Director of the Residential Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Residential Property Owners Association shall expire annually.

ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to development of any portions of the Town Center as a Commercial Parcel, there shall be created as a Sub-Association of the Master Association, the Town Center Property Owners Association and the Town Center Property Declaration shall be filed against and encumber such portions of the Town Center thereby

developed as a Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel in the Town Center, the Town Center Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed in the Town Center, such that at all times, all Commercial Parcels located in the Town Center shall be encumbered by the Town Center Property Declaration. At all times, the Town Center Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Town Center Commercial Parcel shall have a membership in the Town Center Property Owners Association, and by acceptance of a deed to a Town Center Commercial Parcel, every Owner of a Town Center Commercial Parcel agrees to and acknowledges being a Member of the Town Center Property Owners Association. Membership in the Town Center Property Owners Association is a right appurtenant to and inseparable from a Town Center Commercial Parcel Owner's fee simple title in a Town Center Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Town Center Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Town Center Commercial Parcel Owner's membership. No Town Center Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Town Center Commercial Parcel owned. In the event a Town Center Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Town Center Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Town Center Property Owners Association shall be set forth in the Town Center Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Town Center Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Town Center Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Town Center Property Owners Association, being the Master Developer. In all Town Center Property Owners Association matters involving a vote, the Master Member of the Town Center Property Owners Association shall have one (1) vote for each Town Center Commercial Parcel of the Property (whether or not such Town Center Commercial Parcel has been transferred to a Developer or individual Town Center Commercial Parcel Owner); until such time as the Town Center Commercial Parcel Owners become voting members of the Town Center Property Owners Association, as provided in Article X Paragraph D.2. hereof, after which time, the Master Member of the Town Center

Property Owners Association shall no longer have any voting rights in its role as Master Member of the Town Center Property Owners Association but shall retain voting rights only as a Town Center Commercial Parcel Owner Member to the extent applicable.

2. Town Center Commercial Parcel Owner Members. Each Owner of a Town Center Commercial Parcel shall be a member of the Town Center Property Owners Association. Sub-Associations created as permitted by Article XVII hereof shall not be Members of the Town Center Property Owners Association. The Town Center Commercial Parcel Owner Members shall not be voting members of the Town Center Property Owners Association until the Turnover Date, at which time the Master Member of the Town Center Property Owners Association shall no longer have any voting rights in the Town Center Property Owners Association in its role as Master Member and each Town Center Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Town Center Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Town Center Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Town Center Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 5,000 sq. ft. of building Improvements (or portion thereof if less than 5,000 sq. ft.).

Irrespective of whether the Town Center Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Town Center Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Town Center Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Town Center Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Town Center Property Owners Association consisting of three (3) natural persons who own or represent the Town Center Commercial Parcel Owners. Each Director of the Town Center Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the

Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

A. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

B. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

C. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the laws of the State and this Master Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Master Declaration, or reasonably necessary to effect any such right or privilege.

D. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each homeowners association may from time to time determine.

E. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Master Association Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property

owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

2. The Master Association may, in the Board's discretion, obtain and maintain the following insurance as an Administrative Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Master Association and all other persons handling or responsible for handling funds of the Master Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the Master Association deems necessary.

G. Condemnation. The Master Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Master Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Association, to be held in trust or used for the benefit of the Owners.

H. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Master Association Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Master Association Board:

1. information that pertains to personnel matters;
2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;
3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners; and
5. information, the disclosure of which is prohibited by state or federal law.

ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

ARTICLE XIII. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole

benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her property that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Master Declaration.

ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

ARTICLE XV. ADJOINING OWNER PROPERTY

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

ARTICLE XVI. COMMON PROPERTY

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners and the Master Association, and in the case of Common Property owned by the Community Authority, the public at large; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

ARTICLE XVII. SUB-ASSOCIATIONS

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

D. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

E. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

F. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

**ARTICLE XVIII. MASTER DEVELOPER AS SOLE MASTER DEVELOPER;
ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS**

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

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LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

ARTICLE XIX. MISCELLANEOUS

A. Term. This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Master Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Master Association Board to terminate this Master Declaration.

B. Enforcement; Waiver. This Master Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer, the Design Review Board, any Owner, the Master Association, the Master Association Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Master Developer, the Design Review Board, the Master Association, the Master Association Board or any Owner to enforce any provision of this Master Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Parcel, each Developer and Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Master Declaration or the Rules.

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such

amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Lots, Units or Multi-Family Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by the Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on such date has consented to such amendment in writing. From and after the Turnover Date, the Master Association Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, that from and after the Turnover Date, the Master Association Board shall have no right or power to modify or amend the provisions of Article XVIII hereof. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such additional property is part of the Property. An amendment to this Master Declaration shall not require the joinder or consent of any Developer, the Master Association, the Master Association Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Master Association Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Master Association Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio and Delaware County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not

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limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Master Association Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgage Rights. A holder or insurer of a first mortgage upon any Parcel, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Master Declaration or the Bylaws;
2. any termination of the Master Association; and
3. any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article XI Paragraph I hereof.

G. Indemnification. The Master Association shall indemnify every Master Association Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Association Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Master Association Board members, officers and trustees of the Master Association and the members of the Design Review Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Master Association Board members, officers and trustees of the Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Master Association Board members, officers or trustees may also be Members of the Master Association), and the Master Association shall indemnify and forever hold its Master Association Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Master Association Board or Design Review Board member, officer or trustee, or former Master Association Board or Design Review Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Master Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Master Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Master Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Master Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

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Signature page to follow.

IN WITNESS WHEREOF, Jerome Village Company, LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: *[Signature]*
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

[Signature]
Notary Public

Stewart Title Agency
of Columbus Box

120101153 LM

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Adjoining Owner

By: *[Signature]*
Name: *Dan Stone*
Title: *Member*

STATE OF OHIO
COUNTY OF *Franklin*) SS:

The foregoing instrument was acknowledged before me this *3rd* day of *February*, 2011, by *Dan Stone*, the *Member* of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

Marcia A. McCoy
Notary Public **MARCIA A. McCOY**
Notary Public
State of Ohio
My Commission Expires April 15, 2012

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Adjoining Owner

William H. Marx, Jr.

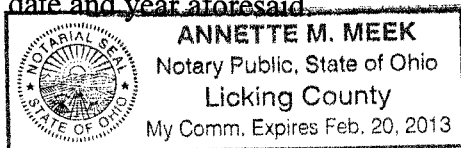
CHRISTINE S. MARX,
as an Adjoining Owner

Christine S. Marx

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

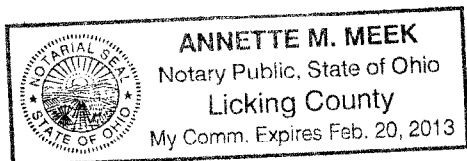


Annette M. Meek
Notary Public

STATE OF OHIO)
COUNTY OF Licking) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



Annette M. Meek
Notary Public

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Adjoining Owner

Jennifer L. Sonnenberg

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Janice L. Gresko
Notary Public

STATE OF OHIO)
COUNTY OF Union) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Janice L. Gresko
Notary Public

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Master Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Adjoining Owner

Barbara J Wilcox

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.



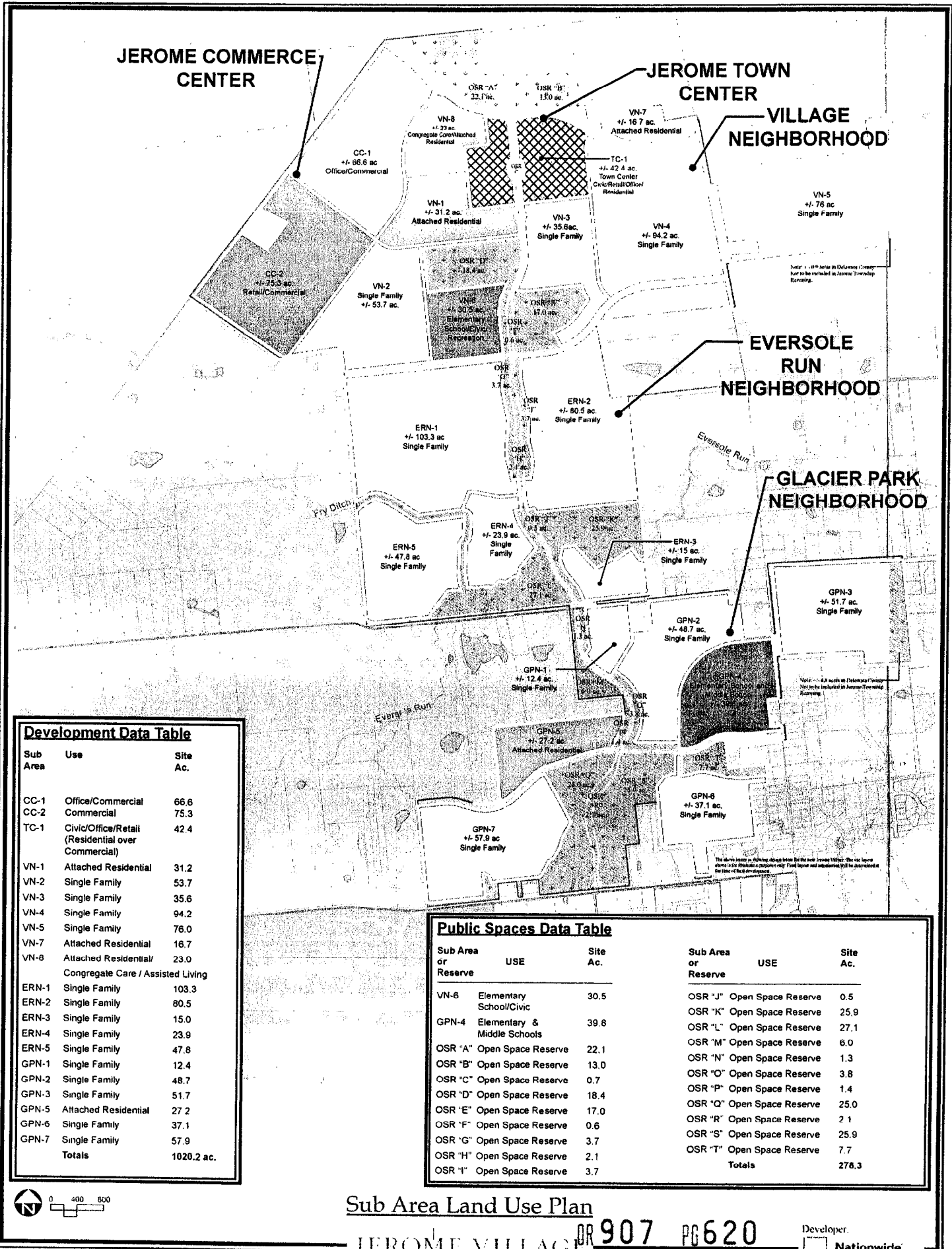
CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

Charles G. Kaps
Notary Public

LIST OF EXHIBITS

- EXHIBIT A Master Plan Area for Jerome Village
- EXHIBIT B Initial Property owned by the Declarant and the Master Developer
Subject to this Master Declaration
- EXHIBIT C Initial Property owned by Adjoining Owners Subject to this Master
Declaration
- EXHIBIT D Open Space Plan for Common Property
- EXHIBIT D-1 Delaware County Open Space
- EXHIBIT E Bylaws of the Master Association

**EXHIBIT A
MASTER PLAN AREA FOR JEROME VILLAGE**

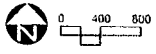


Development Data Table

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
Totals		1020.2 ac.

Public Spaces Data Table

Sub Area or Reserve	USE	Site Ac.	Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5	OSR "J"	Open Space Reserve	0.5
GPN-4	Elementary & Middle Schools	39.8	OSR "K"	Open Space Reserve	25.9
OSR "A"	Open Space Reserve	22.1	OSR "L"	Open Space Reserve	27.1
OSR "B"	Open Space Reserve	13.0	OSR "M"	Open Space Reserve	6.0
OSR "C"	Open Space Reserve	0.7	OSR "N"	Open Space Reserve	1.3
OSR "D"	Open Space Reserve	18.4	OSR "O"	Open Space Reserve	3.8
OSR "E"	Open Space Reserve	17.0	OSR "P"	Open Space Reserve	1.4
OSR "F"	Open Space Reserve	0.6	OSR "Q"	Open Space Reserve	25.0
OSR "G"	Open Space Reserve	3.7	OSR "R"	Open Space Reserve	2.1
OSR "H"	Open Space Reserve	2.1	OSR "S"	Open Space Reserve	25.9
OSR "I"	Open Space Reserve	3.7	OSR "T"	Open Space Reserve	7.7
			Totals		276.3



Sub Area Land Use Plan

JEROME VILLAGE OR 907 PG 620

Developer:
Nationwide Realty Investors

Map No. 20-000000-01
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EXHIBIT B
INITIAL PROPERTY OWNED BY THE DECLARANT AND THE
MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION

Tract A (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract);

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 ¼" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 ¼" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

Tract B (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

OR 907 PG 622

Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

Tract F (Highland Capital Partners, LLC)

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

OR 907 PG 623

Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

Tract J (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, et al tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

OR 907 PG 624

said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 ¼" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a ¾" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

Tract C (Hufnagle)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

Tract E (Weeks Family Limited Partnership)

Parcel 1

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

OR 907 PG 626

653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14' 19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a 3/4 inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a 3/4 inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

Parcel 2

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

Tract H (Yerke)

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

Tract L (Highland Capital Partners, LLC)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

OR 907 PG 628

Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Friday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Friday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

Tracts N & R
Parcel 1 (Miller)

OR 907 PG 629

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North $11^{\circ} 14' 40''$ West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South $83^{\circ} 43' 01''$ West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South $83^{\circ} 06' 35''$ West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North $06^{\circ} 15' 42''$ West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North $83^{\circ} 35' 44''$ East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South $11^{\circ} 13' 29''$ East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North $83^{\circ} 19' 38''$ East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South $11^{\circ} 14' 40''$ East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South $83^{\circ} 43' 01''$ West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

OR 907 PG 630

Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

Parcel 2 (Bonta)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christopher Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

OR 907 PG 631

Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

Tract O (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 1/2" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 1/4" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 1/4" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 1/4" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off 3/4" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

Tract P (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

OR 907 PG 632

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

Tract Q (Coleman)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 633

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a 3/4 inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

Tract T (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

OR 907 PG 634

Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a 3/4 inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

Tract U (Highland Capital Partners, LLC)

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a 3/4 inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

OR 907 PG 635

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

Tract V (Newman)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

Tract W (Mechenbier)

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

OR 907 PG 636

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a 3/4 inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

Tract X (Fry)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a 3/4 inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a 3/4 inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a 3/4 inch diameter iron pipe found at 33.04 feet) to a 3/4 inch diameter iron pipe found;

OR 907 PG 637

Thence South $83^{\circ} 57' 41''$ West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

Tract Y

Parcel 1 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North $83^{\circ} 21' 07''$ East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGINNING;

Thence North $06^{\circ} 46' 09''$ West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North $83^{\circ} 06' 35''$ East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South $11^{\circ} 20' 11''$ East a distance of 891.26 feet to a 1/2 inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South $83^{\circ} 40' 24''$ West a distance of 1105.10 feet (passing a 3/4 inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South $83^{\circ} 21' 07''$ West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

Parcel 2 (Wilcox)

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North $06^{\circ} 25' 30''$ West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

OR 907 PG 638

Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

Parcel 3 (Weeks)

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

Tract AA (Johnston)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32" East a distance of 1391.26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

Tract DD (Henderlong)

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

OR 907 PG 640

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

Tract FF (Select Sires)

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

Tract KK (Williams)

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

OR 907 PG 641

Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a 3/4 inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

Tract United Methodist Church

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

Former Barbara Wilcox, Trustee Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

OR 907 PG 642

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294. Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

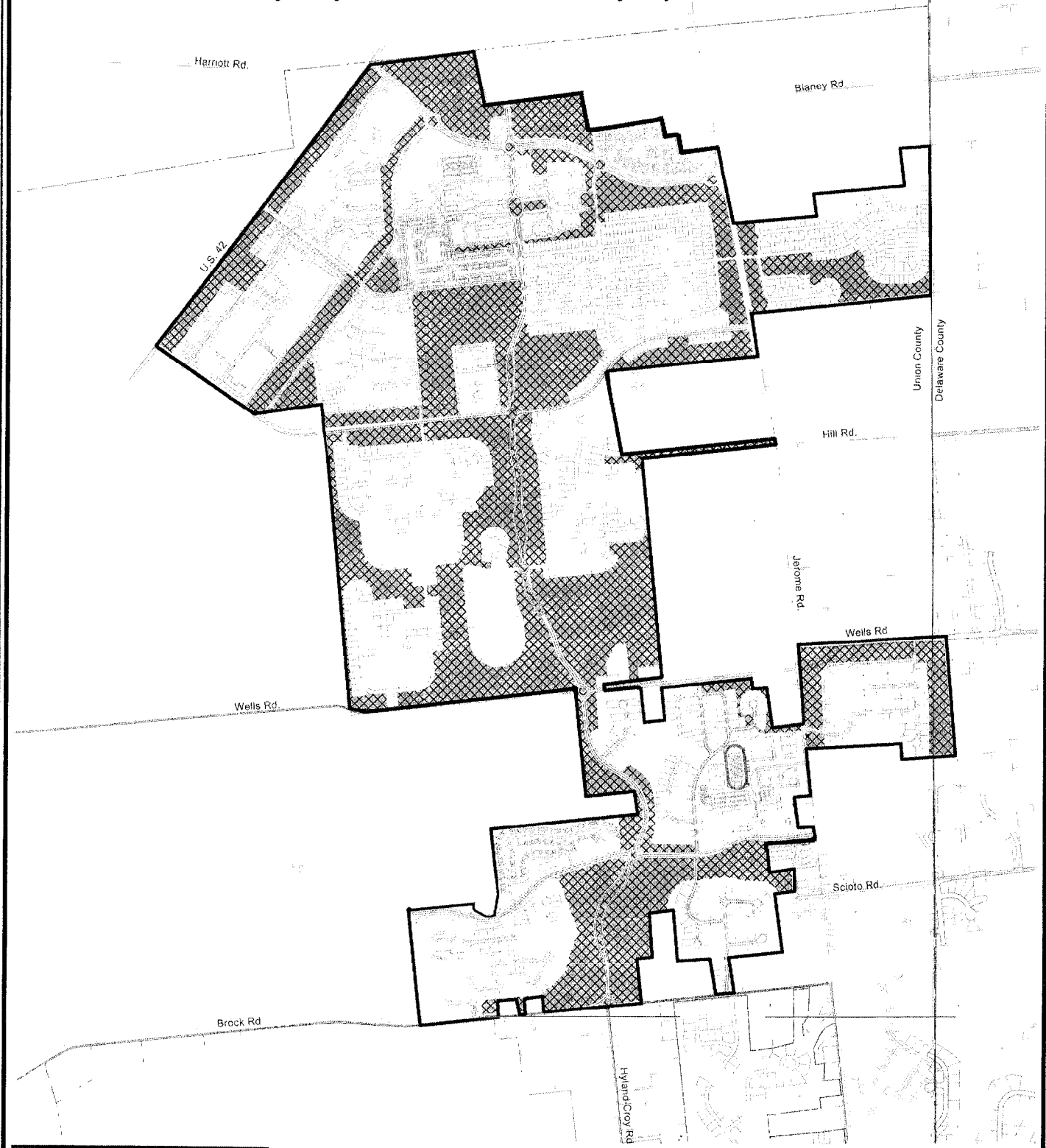
Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;


Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

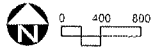
OR 907 PG 643

EXHIBIT D
Open Space Plan for Common Property



OPEN SPACE KEY

 Public Open Space



Public Open Space Plan
JEROME VILLAGE

Where applicable, in accordance with...

The above map or drawing shows what the site is now. Jerome Village, The City of...
is for illustrative purposes only. Final layout and specifications will be determined
by the use of land development.

Developer
Nationwide Realty Investors
March 1, 2000

OR 907 PG 644

EXHIBIT E

**BYLAWS
(CODE OF REGULATIONS)
OF
JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC.**

SECTION I: NAME AND LOCATION

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the "Board") shall be as set forth herein.

SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio and the Recorder of Delaware County, Ohio.

SECTION III: MASTER ASSOCIATION

1. Membership in Master Association. Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Master Association. The Master Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

OR 907 PG 645

be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to the Master Declaration or the Master Association, except as otherwise provided in the Master Declaration, these Bylaws or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Jerome Village Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the Board.

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Administrative Expenses as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

(h). declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

(j). cause excess funds of the Master Association to be invested in such reasonable investments as the Board may from time to time determine;

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common

receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

(f). procure and maintain insurance and bonds, as provided in the Master Declaration and as the Board deems advisable;

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The

managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or by law, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a). President. The President shall preside at all meetings of the Board, have the authority to see that orders and resolutions of the Board are carried out, and sign all legal instruments on behalf of the Master Association.

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Master Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Master Association and terminate at the end of the next following 31st day of December.

SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Jerome Village Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in

which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

- (a). Property insurance on the Common Property;
- (b). Liability insurance pertaining to the Common Property;
- (c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder and the Delaware County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2011.

JEROME VILLAGE COMPANY, LLC, an
Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its
member and manager

By: _____
Brian J. Ellis, President and Chief
Operating Officer

Former John Andrews Trustee Tract (I)

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKittrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

Former John Andrews Trustee Tract (II)

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

OR 907 PG 658

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605.86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

Former William Henry Andrews Tract

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blancy Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing

an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South $00^{\circ} 26' 33''$ East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South $84^{\circ} 11' 51''$ West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North $84^{\circ} 11' 52''$ East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North $11^{\circ} 15' 03''$ West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South $84^{\circ} 11' 52''$ West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

Former George Edward and Rebecca Andrews Tract

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South $11^{\circ} 15' 03''$ East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North $84^{\circ} 12' 06''$ East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South $00^{\circ} 26' 33''$ East a distance of 454.81 feet to an iron pin set;

OR 907 PG 660

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South $84^{\circ} 11' 55''$ West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North $11^{\circ} 15' 03''$ West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

Tract Hjelm

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1363.80 feet to a survey nail found;

Thence North 06° 03' 56" West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South 83° 51' 24" West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North 06° 10' 56" West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a 3/4 inch diameter iron pipe found;

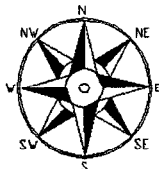
Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North 05° 55' 44" West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North 84° 10' 31" East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South 84° 52' 29" East for a distance of 226.04 feet, and a delta angle of 21° 54' 00" to a 5/8 inch diameter iron pin found;

Thence South 73° 55' 29" East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South 06° 00' 55" East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.



BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 0.478 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

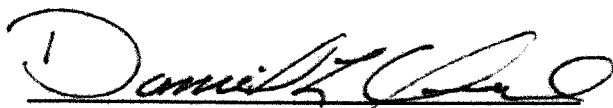
OR 907 PG 663

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

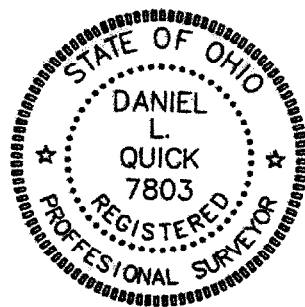
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

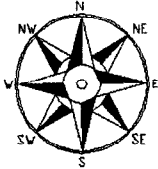
January 11, 2011

Date
Rev: 2/5/11



Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 664



BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

DESCRIPTION OF 1.342 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South $83^{\circ} 50' 14''$ West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North $06^{\circ} 00' 55''$ West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South $83^{\circ} 50' 14''$ West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of $15^{\circ} 54' 56''$, a chord bearing North $88^{\circ} 12' 18''$ West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North $06^{\circ} 03' 56''$ West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North $06^{\circ} 00' 55''$ West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South $73^{\circ} 55' 29''$ East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

OR 907 PG 665

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for an **arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

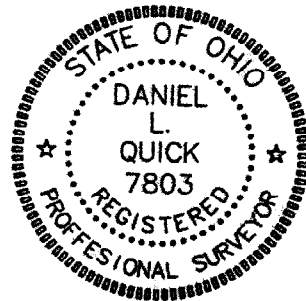
Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".



Daniel L. Quick, P.S. 7803
Benchmark Surveying and Mapping Co.

January 11, 2011

Date
Rev: 2/4/11



Benchmark: A standard by which something is measured for, quality, service and experience.

OR 907 PG 666

EXHIBIT C
INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION

Wilcox Tract

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05°17'33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

Less and Except

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North $06^{\circ} 11' 31''$ West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South $83^{\circ} 48' 29''$ West a distance of 204.84 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South $05^{\circ} 17' 33''$ East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North $83^{\circ} 48' 29''$ East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North $06^{\circ} 11' 31''$ West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North $83^{\circ} 48' 29''$ East a distance of 204.84 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

JAS

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUIDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS

WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY
TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE BASEMENT FOR UTILITIES AS MORE PARTICULARLY SET
FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

OR 907 PG 670

Max

EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750); and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helan L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

Sonnenberg Tract 1

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South $83^{\circ} 48' 29''$ West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South $83^{\circ} 48' 29''$ West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North $05^{\circ} 59' 32''$ West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of $90^{\circ} 14' 54''$, and a chord bearing South $51^{\circ} 06' 59''$ East a distance of 403.92 feet to an iron pin set;

Thence South $06^{\circ} 11' 31''$ East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.



16.109 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the **TRUE POINT OF BEGINNING**;

Thence **North 84° 24' 03" West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59" West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27" West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51" West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17" West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwestery corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;



Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the **TRUE POINT OF BEGINNING** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

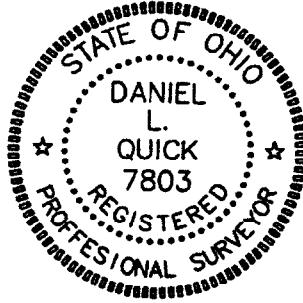
The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
 Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date



19.130 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

COMMENCING at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the **TRUE POINT OF BEGINNING**;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

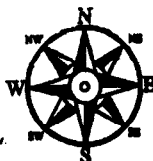
Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;



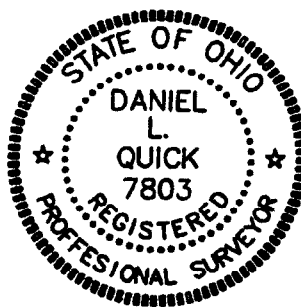
Thence along the grantors easterly line and the westerly line of said 7.637 acre tract South 06° 03' 50" East a distance of 583.24 feet (passing an iron pin set at 553.24 feet) to the **TRUE POINT OF BEGINNING** and containing 19.130 acres, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S. 7803
Benchmark Surveying and Mapping Co., LLC



JANUARY 28, 2009

Date
Revised: Mar. 20, 2009

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

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~~TRANSFER NOT NECESSARY~~

~~JAN 11 2011~~

~~*Andrea L. Weaver*
ANDREA L. WEAVER, AUDITOR
BY *T. J. North*~~

TRANSFER NOT NECESSARY

376342

MAR 29 2011

Andrea L. Weaver
ANDREA L. WEAVER, AUDITOR
BY *T. J. North*

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.

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EXHIBIT A Master Plan Area for Jerome Village

EXHIBIT B Initial Property owned by Declarant Subject to this Declaration

EXHIBIT C Bylaws of Residential Property Owners Association

JEROME VILLAGE

Jerome Township, Union County, Ohio

RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "Declaration") is made on or as of this 24th day of March, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer"). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain adjoining land owners, and real property planned and zoned by the Master Developer for certain adjoining land owners.

C. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

D. The Master Developer and certain adjoining land owners have previously filed of record a Master Deed Declaration, Restriction and Bylaws dated as of December 1, 2010 and recorded on February 23, 2011 as Official Record 907, Page 572, Union County Recorder's Office and as Official Record 1031, Page 1815, Delaware County Recorder's Office (the "Master Declaration"). This Declaration shall at all times be subject and subordinate to the Master Declaration.

E. As provided for in the Master Declaration, the Master Developer deems it desirable to establish a residential property owners sub-association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Jerome Village for, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential subareas and condominium regimes created within Jerome Village, and for the purposes of addressing conditions and circumstances unique to individual residential subareas and condominium regimes created within Jerome Village.

F. To further the residential development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that the real property described on the attached EXHIBIT B hereto, together with all other Residential Parcels subjected to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

G. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Master Declaration all others claiming under or through them, as well as the Master Developer and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently

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constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Jerome Village described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Master Developer reserves the right, but not the obligation, subject additional Residential Parcels located within or adjacent to Jerome Village to this Declaration.

The Master Developer hereby declares that all Residential Parcels located in Jerome Village encumbered by this Declaration are a "planned community", subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Jerome Village encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Jerome Village encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Master Declaration. In addition to the words and terms defined in the Master Declaration or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Annual Assessment" - the amount to be paid to the RPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

B. "Assessments" - collectively referring to Annual Assessments, Parcel Assessments and Special Assessments.

C. "Common Expenses" - all expenses incurred by the RPO Association in connection with its ownership, lease and/or maintenance of the Residential Common Property, maintenance of property other than Residential Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Residential Common Property, utilities for the

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Residential Common Property or consumed in furtherance of the RPO Association's duties and obligations, and all costs and expenses incurred by the RPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, Administrative Expenses of the Master Association, as defined and provided in the Master Declaration.

D. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article VIII hereof.

E. "Condominium" or "Condominium Parcel" - the portions of Residential Parcels designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Condominium Parcel and their respective undivided interests in related common elements are referred to as Units. Condominium and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments), or condominium regimes designed solely for condominium ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

F. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

G. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under the Master Declaration by a written instrument.

H. "Design Review Board" - the Design Review Board created, governed and operated under the Master Declaration.

I. "Directors" - those natural Persons appointed or elected to the RPO Board of the RPO Association as provided in Article IV Paragraph E hereof and the RPO Bylaws of the RPO Association.

J. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of the Master Declaration and this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel,

Commercial Parcel, the Residential Common Property, and any Property dedicated for public use.

K. "Master Declaration" – The Master Declaration as defined in Preamble D of this Declaration.

L. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Declaration by a written instrument, as further provided in Article XVIII of the Master Declaration.

M. "Member" – any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

N. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided within Jerome Village on which residential apartment units are to be developed and constructed, other than Condominium Units.

O. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the RPO Association and establishing reserves for capital expenditures thereof.

P. "Parcel Assessment" - an assessment that the RPO Board may levy against one or more Residential Parcels to reimburse the RPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Design Review Board pursuant to Article V of the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the RPO Board.

Q. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

R. "Residential Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Jerome Village to be owned and/or maintained by the RPO Association or an RPO Sub-Association. Residential Common Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the RPO Association is responsible under the terms of the Master Declaration or this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the RPO Association is bound.

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S. "Residential Development Phase" – a subdivided portion of Jerome Village, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

T. "Residential Parcel" – means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

U. "Residential Property" – all portions of Jerome Village that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels (including those located within the Town Center).

V. "Residential Property Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Master Developer.

W. "Residential Property Owners Association" or "RPO Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Residential Common Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

X. "RPO Articles" and "RPO Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the RPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

Y. "RPO Board" - the board of directors or other management body of the RPO Association.

Z. "RPO Bylaws" - the Bylaws of Jerome Village Residential Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the RPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

AA. "RPO Developer" - a person or entity to whom a Residential Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

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BB. "RPO Manager"- a Person retained by the RPO Board to assist in the management of the RPO Association.

CC. "RPO Rules"- the rules and regulations governing use, occupancy and appearance of the Residential Property and the Residential Common Property, as may be established by the RPO Board from time to time.

DD. "RPO Sub-Association" - Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

EE. "RPO Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the RPO Association.

FF. "Special Assessment" -an assessment levied by the RPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

GG. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

HH. "Town Center" – that area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

II. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

ARTICLE III. GOALS

The restrictions, conditions, covenants, obligations and charges contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;

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B. Promotion of the health, safety and welfare of all Residential Property Owners and residents of the Residential Property portions of Jerome Village;

C. Preservation, beautification and maintenance of the Residential Property portions of Jerome Village; and

D. Establishment of requirements for the use of the Residential Property portions of Jerome Village.

E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Jerome Village.

F. To provide for mandatory membership of all Residential Property Owners in the RPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation. There is hereby created as a Sub-Association of the Master Association, the RPO Association. At all times, the RPO Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Residential Property Owner shall have a membership in the RPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the RPO Association. Membership in the RPO Association is a right appurtenant to and inseparable from a Residential Property Owner's fee simple title in a Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the RPO Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the RPO Association shall be set forth in the RPO Association's Articles of Incorporation and RPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership. The Membership of the RPO Association shall be divided into two (2) classes, having the rights and obligations herein described:

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1. Master Member. There shall be one (1) Master Member of the RPO Association, being the Master Developer. In all RPO Association matters involving a vote, the Master Member of the RPO Association shall have one (1) vote for each planned residential Lot, each planned Unit and each planned Multi-Family Parcel of the Property then encumbered by this Declaration (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a RPO Developer or individual Residential Property Owner); until such time as Residential Property Owners become voting members of the RPO Association, as provided in Article IV Paragraph D.2. hereof, after which time, the Master Member of the RPO Association shall no longer have any voting rights in its role as Master Member of the RPO Association but shall retain voting rights only as a Member to the extent applicable.

2. Residential Property Owner Members. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Condominium and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the RPO Association. RPO Sub-Associations created as permitted by Article X hereof and Condominium Associations shall not be Members of the RPO Association. The Members shall not be voting members of the Residential Property Owners Association until the RPO Turnover Date, at which time the Master Member of the RPO Association shall no longer have any voting rights in the RPO Association in its role as Master Member of the RPO Association and each Residential Property Owner (including the Master Developer, if applicable) shall be entitled to vote on RPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for in the Master Declaration and herein.

E. Composition of Board. At all times, the RPO Association shall be comprised of three (3) Directors. Until the RPO Turnover Date, all Directors of the RPO Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the RPO Association and the Town Center Property Owners Association. On the RPO Turnover Date, all Directors of the RPO Association appointed by the Master Developer shall resign and a new RPO Board shall be constituted for the RPO Association consisting of three (3) natural persons who own or represent the Residential Property Owners. Each Director of the RPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the

Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the RPO Turnover Date, the term of one third (1/3) of all Directors of the RPO Association shall expire annually.

F. Bylaws. The initial RPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE V. RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Residential Common Property. The Master Developer may, from time to time, at the Master Developer's option, convey to the RPO Association, for the use and benefit of the RPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Residential Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The RPO Association shall accept title to any interest in any real or personal property transferred to it by the Master Developer, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Master Developer. The RPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the RPO Association, and for the payment of the costs of using and maintaining the same. The RPO Association shall be obligated to keep all Residential Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of the Master Declaration.

B. Personal Property and Real Property for Common Use. The RPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Master Developer, and may separately obligate itself for the maintenance obligations of property not owned by the RPO Association (i.e. the RPO Association may accept maintenance responsibilities for open spaces within Jerome Village which are owned by a state, county, city, village, township, or the Community Authority).

C. Rules and Regulations. The RPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with the Master Declaration, this Declaration and the Governing Documents. The RPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments,

and (ii) suspension of the right to use the Residential Common Property. In addition, the RPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the RPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the RPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

D. Implied Rights. The RPO Association may exercise any other right or privilege given to it expressly by the laws of the State, the Master Declaration or this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

E. Joint Use and Cost-Sharing Agreements. The RPO Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, the Master Association and/or Sub-Associations (including, but not limited to RPO Sub-Associations), whereby: (i) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Residential Common Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the RPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent. The RPO Association may retain and employ an RPO Manager, which may be the Master Developer, a RPO Developer or an independent third-party, and may delegate to the RPO Manager such duties as the RPO Board might otherwise be authorized or obligated to perform. The compensation of the RPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The RPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Residential Common Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.

2. The RPO Association may, in the RPO Board's discretion, obtain and maintain the following insurance as a Common Expense: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the RPO Association and all other persons handling or responsible for handling funds of the RPO Association; (b) adequate comprehensive general liability insurance; (c) directors, officers and trustees liability insurance; (d) additional insurance against such other hazards and casualties as is required by law; and (e) any other insurance the RPO Association deems necessary.

3. In the event of damage or destruction of any portion of the Residential Common Property, the RPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the RPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

H. Condemnation. The RPO Association shall represent the Residential Property Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Residential Common Property, or any portion thereof. Each Residential Property Owner hereby appoints the RPO Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the RPO Association, to be held in trust or used for the benefit of the Residential Property Owners.

I. Books, Records. Upon reasonable request of any Member, the RPO Association shall be required to make available for inspection all books, records and financial statements of the RPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the RPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the RPO Board.

ARTICLE VI. ASSESSMENTS

A. Operating and Reserve Funds. The RPO Association shall establish an Operating Fund for financing the administration, governance and operation of the RPO Association, for paying Administrative Expenses due the Master Association, necessary costs and expenses of operating the RPO Association and replacing, repairing and maintaining the Residential Common Property. The RPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Residential Owners shall have no right to waive the annual reserve requirement established by the RPO Board.

B. Types of Assessments. Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the RPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Residential Common Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments. The RPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the RPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the RPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The RPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the RPO Rules. Notwithstanding the foregoing to the contrary, if the Master Developer or a RPO Developer (with the consent of the Master Developer) owns any Residential Development Phase or any Residential Parcel, the Master Developer and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the RPO Association. Such right may be shared with and among the Master Developer and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments. The RPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments. The RPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the RPO Association for costs incurred on behalf of

the specific Residential Parcel assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents or the Design Review Board pursuant to the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the RPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the RPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment. The RPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the RPO Board against any Residential Property Owner who violates the RPO Rules, the Governing Documents or any provision of the Master Declaration or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such RPO Rules, the Governing Documents or any provisions of the Master Declaration or this Declaration. Any written notice provided by the RPO Board to a Residential Property Owner that the RPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the RPO Board by delivering to the RPO Board a written notice not later than ten (10) days after receiving a written notice from the RPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the RPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board or the RPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the RPO Manager as determined from time to time by the RPO Board.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Residential Property Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The RPO Board may authorize the RPO Association to institute an action at law on behalf of the RPO Association against the Residential Property Owner(s)

personally obligated to pay any delinquent assessment. The RPO Manager shall be authorized to commence such an action only with the advice and consent of the RPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the RPO Association's lien against that property for any delinquent Assessment, nor prohibit the RPO Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the RPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the RPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the RPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the RPO Manager) of the RPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the RPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the RPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

5. Contested Lien. Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the RPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The RPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the RPO Association, setting forth whether the Assessments on a specified Residential Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the RPO Association.

H. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon RPO Association matters and privileges to use the Residential Common Property, and to vote, as a Member of the RPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments. The RPO Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The RPO Association shall maintain and keep in good repair the Residential Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Residential Common Property and all personal property used in connection with the operation of the Residential Common Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and

related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner. Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Residential Common Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Residential Common Property in accordance with the RPO Rules and the requirements set forth in the Master Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Residential Property Owners Association to Maintain Property. If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the RPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Residential Common Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Residential Common Property or to comply with the RPO Rules or the terms of the Master Declaration or this Declaration, then the RPO Board may authorize its employees or agents or the RPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D hereof at any reasonable time to complete the necessary maintenance and the RPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the RPO Association and (ii) the RPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Condominium Parcels and Multi-Family Parcels, for the purpose of performing the RPO Association's rights or obligations set forth in this Declaration. The RPO Association and the RPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the RPO Rules, or to maintain, repair, and replace the Residential Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Residential Common Property By Owner or Occupant. If the Residential Common Property is damaged by any Residential Property Owner or occupant,

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his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association are each hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Residential Common Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

ARTICLE IX. RESIDENTIAL COMMON PROPERTY

A. Ownership Operation of Common Property. All Residential Common Property as delineated on any subdivision plat of the Residential Property shall be and remain Residential Common Property in perpetuity and shall not be developed or used for any purpose other than as Residential Common Property for the benefit of all Residential Property Owners, the Master Association, and the RPO Association and in the case of Residential Common Property owned by the Community Authority, the public at large; provided, however, that any Residential Common Property located on discrete and distinct Residential Development Phases owned by the RPO Association or an RPO Sub-Association and designated as Residential Common Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Residential Common Property. The RPO Association may convey any fee interest or any security interest in any portion of the Residential Common Property, unless such Residential Common Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas. RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration and the Master

Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations. All RPO Sub-Associations shall be subject and subordinate to the Master Declaration and this Declaration and at all times shall comply with all terms and conditions of the Master Declaration, this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents. All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the RPO Turnover Date, and after the RPO Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with the Master Declaration, this Declaration, and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations. RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub-Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments. As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the RPO Board.

ARTICLE XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the RPO Association, with the Master Developer's consent (if occurring prior to the RPO Turnover Date), to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer (if occurring prior to the RPO Turnover Date), any Residential Property Owner, the Master Association Board, the RPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without

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limitation reasonable attorneys' fees). Failure of Master Developer, the Master Association Board, the RPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the RPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the RPO Rules.

C. Amendments. The Master Developer may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (e) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the RPO Turnover Date, the RPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Master Declaration shall not require the joinder or consent of any RPO Developer, the Master Association, the Master Association Board, the RPO Association, the RPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Master Developer prior to the RPO Turnover Date, and thereafter by the RPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached RPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the RPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Mortgage Rights. A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the RPO Association (which request shall state the name and

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address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Declaration or the RPO Bylaws;
2. any termination of the RPO Association; and
3. any default under this Declaration which gives rise to a cause of action by the RPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the RPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification. The RPO Association shall indemnify every RPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the RPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The RPO Board members, officers and trustees of the RPO Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The RPO Board members, officers and trustees of the RPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the RPO Association (except to the extent that such RPO Board members, officers or trustees may also be Members of the RPO Association), and the RPO Association shall indemnify and forever hold its RPO Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any RPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

F. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

G. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

H. Notices. Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Residential Property Owner of the property as shown by the records of the RPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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Signature page to follow.

**Stewart Title Agency
of Columbus Box**

IN WITNESS WHEREOF, Jerome Village Company, LLC, as Declarant and Master Developer, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: 
Brian J. Ellis, President and Chief Operating Officer

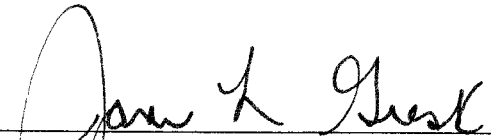
STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

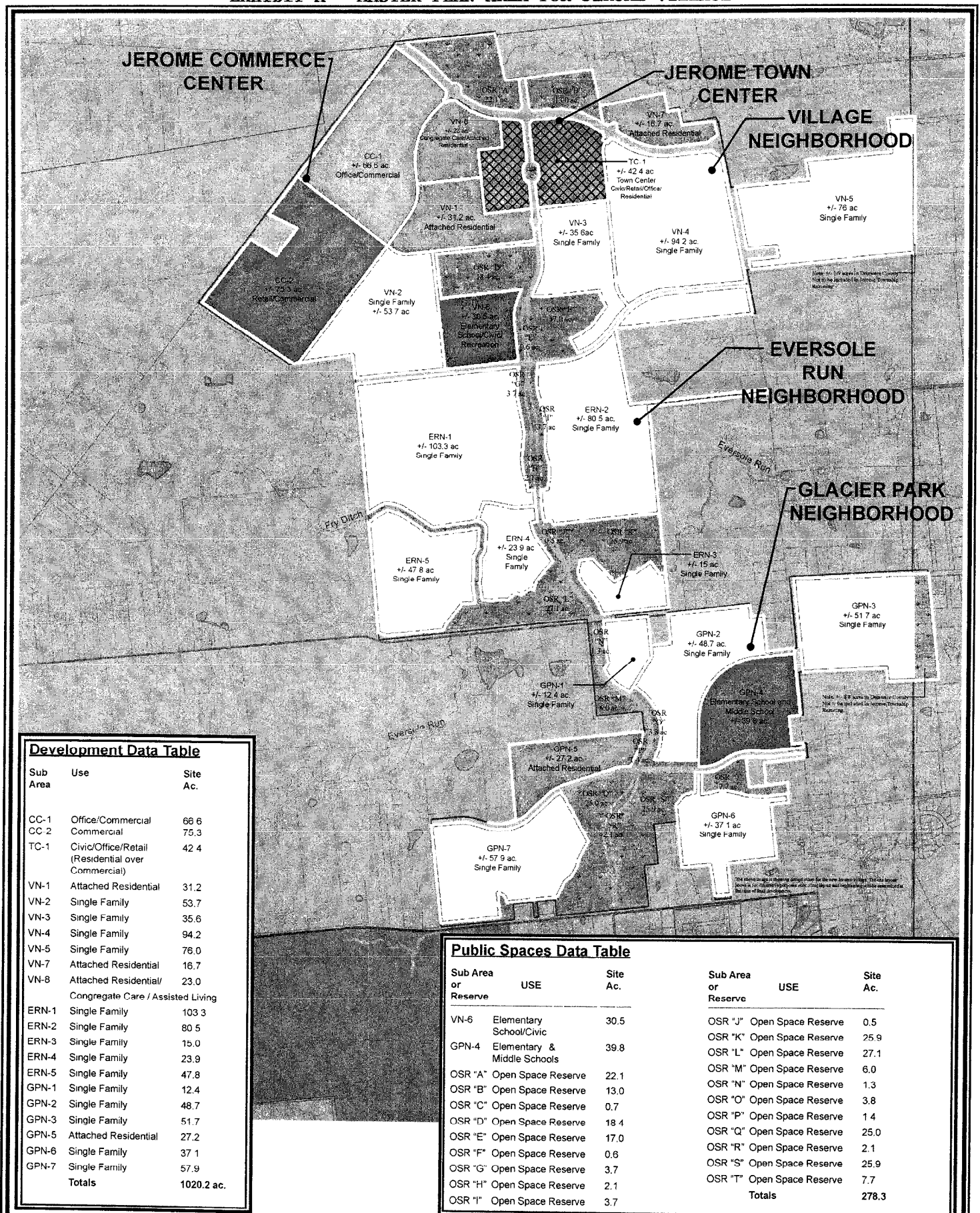


JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.


Notary Public

LIST OF EXHIBITS

- EXHIBIT A Master Plan Area for Jerome Village
- EXHIBIT B Initial Property owned by Declarant Subject to this Declaration
- EXHIBIT C Bylaws of Residential Property Owners Association

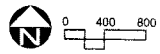


Development Data Table

Sub Area	Use	Site Ac.
CC-1	Office/Commercial	66.6
CC-2	Commercial	75.3
TC-1	Civic/Office/Retail (Residential over Commercial)	42.4
VN-1	Attached Residential	31.2
VN-2	Single Family	53.7
VN-3	Single Family	35.6
VN-4	Single Family	94.2
VN-5	Single Family	76.0
VN-7	Attached Residential	16.7
VN-8	Attached Residential/ Congregate Care / Assisted Living	23.0
ERN-1	Single Family	103.3
ERN-2	Single Family	80.5
ERN-3	Single Family	15.0
ERN-4	Single Family	23.9
ERN-5	Single Family	47.8
GPN-1	Single Family	12.4
GPN-2	Single Family	48.7
GPN-3	Single Family	51.7
GPN-5	Attached Residential	27.2
GPN-6	Single Family	37.1
GPN-7	Single Family	57.9
Totals		1020.2 ac.

Public Spaces Data Table

Sub Area or Reserve	USE	Site Ac.	Sub Area or Reserve	USE	Site Ac.
VN-6	Elementary School/Civic	30.5	OSR "J"	Open Space Reserve	0.5
GPN-4	Elementary & Middle Schools	39.8	OSR "K"	Open Space Reserve	25.9
OSR "A"	Open Space Reserve	22.1	OSR "L"	Open Space Reserve	27.1
OSR "B"	Open Space Reserve	13.0	OSR "M"	Open Space Reserve	6.0
OSR "C"	Open Space Reserve	0.7	OSR "N"	Open Space Reserve	1.3
OSR "D"	Open Space Reserve	18.4	OSR "O"	Open Space Reserve	3.8
OSR "E"	Open Space Reserve	17.0	OSR "P"	Open Space Reserve	1.4
OSR "F"	Open Space Reserve	0.6	OSR "Q"	Open Space Reserve	25.0
OSR "G"	Open Space Reserve	3.7	OSR "R"	Open Space Reserve	2.1
OSR "H"	Open Space Reserve	2.1	OSR "S"	Open Space Reserve	25.9
OSR "I"	Open Space Reserve	3.7	OSR "T"	Open Space Reserve	7.7
			Totals		278.3



Sub Area Land Use Plan

JEROME VILLAGE

Where life is in balance.

DR 911 PG 950

Developer:



March 13, 2007
Approved by the Jerome District
Zoning Board at Meeting ID 2007

EXHIBIT B
INITIAL PROPERTY OWNED BY DECLARANT
SUBJECT TO THIS DECLARATION

Situated in the State of Ohio, County of Union and in the Township of Jerome:

Being Lot Numbers One (1) through Forty-Four (44) of Glacier Park Neighborhood Section 7 – Phase 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 283, Recorder's Office, Union County, Ohio.

OR 911 PG 951

EXHIBIT C

**BYLAWS
(CODE OF REGULATIONS)
OF
JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**

SECTION I. NAME AND LOCATION

The name of the Residential Property Owners Association is Jerome Village Residential Property Owners Association, Inc. (the "Residential Property Owners Association" or "RPO Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312, as amended (to the extent applicable) as the Residential Property Owners Association for a master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the RPO Association shall be as set forth in the Articles of Incorporation for the RPO Association (the "RPO Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Residential Property Owners Master Association (the "RPO Board") shall be as set forth herein.

SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Residential Property Owners Deed Declaration, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio, as required by Ohio Revised Code Chapter 5312, as amended.

SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION

1. Membership in RPO Association. There shall be two (2) classes of membership in the RPO Association, being the Master Member and the Residential Property Owner Members, as further defined and provided in Article IV, Paragraph D of the Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of RPO Association. The RPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the RPO Association as Master Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Master Member of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant, as Master Member, of its exclusive voting rights (the "RPO Turnover

Date”). Until the RPO Turnover Date, the Declarant or the Declarant’s designee may appoint and remove all members of the RPO Board.

4. RPO Association. The RPO Association shall administer all residential portions of the Jerome Village Planned Community subject and subordinate to the rights granted under the Master Declaration of Jerome Village, and the RPO Board shall exercise all power and authority of the RPO Association. On the RPO Turnover Date, the RPO Board shall be elected by the Members, excluding the Declarant as Master Member but including the Declarant as a Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the RPO Board.

5. Annual Meetings of the RPO Association. Except prior to the RPO Turnover Date, the RPO Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the RPO Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the RPO Association. Special meetings of the RPO Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the RPO Board, or Members representing fifty percent (50%) of the voting power of the RPO Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member’s address either (a) last appearing on the books of the RPO Association or (b) last supplied by that Member to the RPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The RPO Board shall conduct all meetings of the Members, and the President of the RPO Association shall preside over the same, unless otherwise directed by the RPO Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the RPO Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for Residential Property Owners of Lots, Units, and Multi-Family Parcels. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner owning a Unit in a Condominium, and each Residential Property Owner owning a Multi-Family Parcel, shall be a Member of the RPO Association. The number

of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner determined as follows:

Each Lot shall have one vote, each Unit shall have one vote, and each Multi-Family Parcel shall have one vote.

Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any owner of a fee simple interest of a Residential Parcel may cast the entire vote with respect to that Residential Parcel on any given matter, unless that vote is contested by a co-owner of that Residential Parcel. If the owners of the fee simple interest in a Residential Parcel are unable to agree among themselves as to the vote to be cast with respect to that Residential Parcel on a particular matter, no vote shall be cast with respect to that Residential Parcel on that particular matter. The RPO Board may temporarily suspend a Residential Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the RPO Board may temporarily suspend a Residential Parcel's vote if that Residential Parcel's occupants or Members have failed to observe any term of the Master Declaration, the Declaration, these RPO Bylaws, or rules and regulations duly adopted by the RPO Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the Declaration and these RPO Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Residential Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the RPO Board otherwise in the notice of meeting. The RPO Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Residential Parcel in the Jerome Village Planned Community) in these instances:

- (a) A determination by the RPO Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, the RPO Association, or the RPO Board, or any member of the RPO Board, or any officer,

employee, committee member, or agent of the Master Association or the RPO Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the RPO Board, from the standpoint of the RPO Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the RPO Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and RPO Bylaws or by law.

SECTION IV. BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the RPO Association to the elected Directors.

2. Successor Directors. On or about the RPO Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors (at which time control of the RPO Association shall be considered to be "turned over to the Members"). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one-third (1/3) (one in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. The initial Directors elected by the Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. As a result, at every annual meeting one (1) new Director(s) will be elected.

3. Removal. Excepting only Directors named in the RPO Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the RPO Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the RPO Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the remaining members of the RPO Board and shall

serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the RPO Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the RPO Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an owner or co-owner of a Residential Parcel, the spouse of an owner or co-owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Residential Property Owner. Further, that owner or co-owner of a Residential Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or the RPO Association or be an adverse party to the Master Association, its Board, or the RPO Association, the RPO Board, or any member of the Master Association Board or RPO Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the RPO Board, or, if the RPO Board fails to appoint a nominating committee, by the RPO Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or RPO Board, shall make as many nominations for election to the RPO Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the RPO Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the RPO Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

8. Regular Meetings. Regular meetings of the RPO Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the RPO Board, but not less than quarterly.

9. Special Meetings. Special meetings of the RPO Board shall be held when called by the President of the RPO Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the RPO Association, after not less than three (3)

days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 13 below.

11. Attendance of Owners at Board Meetings. No Residential Property Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the RPO Board unless the RPO Board expressly authorizes that Residential Property Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and RPO Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the RPO Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

13. Electronic Communications. The RPO Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each RPO Board member can hear or read in real time and participate and respond to every other member of the RPO Board.

14. Action in Writing Without Meeting. Any action that could be taken by the RPO Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the RPO Board.

15. Powers, Duties and Authority. The RPO Board may act in all instances on behalf of the RPO Association unless otherwise provided in the Declaration, RPO Bylaws or Ohio Revised Code Chapter 5312, as amended, and without limiting the generality of the foregoing, the RPO Board shall have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and RPO Bylaws;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to these RPO Bylaws and the Declaration;
- (c) enforce the covenants, conditions, and restrictions set forth in the Master Declaration (to the extent applicable to Residential Property) and the Declaration;
- (d) repair, maintain, and improve the Residential Common Property;
- (e) establish, enforce, levy, and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Residential Common Property and the personal conduct of Residential Property Owners, and their tenants and guests on the same;

(g) suspend the voting privileges and use of recreational facilities of an Residential Property Owner during any period in which the Residential Property Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Master Declaration, the Declaration and RPO Bylaws);

(h) declare the office of a member of the RPO Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the RPO Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these RPO Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation management agreements and purchase agreements, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;

(j) cause excess funds of the RPO Association to be invested in such reasonable investments as the RPO Board may from time to time determine;

(k) borrow funds, as needed, enter into loan documents and pledge such security and rights of the RPO Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the RPO Association by law or the Declaration and these RPO Bylaws not specifically reserved to others.

16. Duties. It shall be the duty of the RPO Board, on behalf of the RPO Association,
to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Residential Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Residential Property Owners, minutes of meetings of the Members and meetings of the RPO Board, and records of the names and addresses of Members;

(b) present the latest available financial statement of the RPO Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

- (c) supervise all officers, agents, and employees of the RPO Association and verify that their duties are properly performed;
- (d) prepare or cause an estimated annual budget to be prepared;
- (e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;
- (f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;
- (g) procure and maintain insurance and bonds, as provided in the Declaration and as the RPO Board deems advisable;
- (h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;
- (i) cause the restrictions created by the Master Declaration to be enforced; and
- (j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

17. Delegation of Authority; Management; Contracts. The RPO Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the RPO Association is vested in Residential Property Owners other than Declarant, the contract must give the RPO Association the right to terminate it without cause and without penalty at any time after control of the RPO Association has been transferred to or assumed by the Residential Property Owners other than Declarant.

Subject to the foregoing, nothing contained in these RPO Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the RPO Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the RPO Association. In any case, no management contract or agreement by the RPO Association

executed prior to the assumption of control of the RPO Association by Residential Property Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the RPO Board pursuant to the provisions of these RPO Bylaws.

SECTION V. OFFICERS

1. Enumeration of Officers. The officers of this RPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the RPO Board may from time to time determine. No officer need be a Residential Property Owner, Member or Director of the RPO Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the RPO Association shall be appointed by the RPO Board to serve until the RPO Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The RPO Board may appoint any other officers as the affairs of the RPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the RPO Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the RPO Board. Any officer may resign at any time by giving written notice to the RPO Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

5. Duties. The duties of the officers shall be as the RPO Board may from time to time determine. Unless the RPO Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the RPO Board, have the authority to see that orders and resolutions of the RPO Board are carried out, and sign all legal instruments on behalf of the RPO Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the RPO Board and of the Members. Further, the Secretary shall serve notice of meetings of the RPO Board and of the Members and keep appropriate current records showing the names of Members of the RPO Association together with their addresses.

(c) Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the RPO Board directs), and disburse funds as directed by the RPO Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI. COMMITTEES

The RPO Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the RPO Association, including current copies of the Declaration, RPO Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the RPO Association, for inspection by Residential Property Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Residential Parcels, pursuant to reasonable standards established from time to time by the RPO Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the RPO Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the RPO Association shall make available to prospective purchasers current copies of the Declaration, RPO Bylaws, RPO Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after a Residential Property Owner obtains a Residential Parcel, the Residential Property Owner shall provide the RPO Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Residential Property Owner of the Residential Parcel, as well as the name, business address, and business telephone number of any person who manages the Residential Parcel as an agent of that Residential Property Owner. In addition, within thirty (30) days after a change in any of the above information, a Residential Property Owner shall notify the RPO Association, through the RPO Board, in writing of such change. When the RPO Board requests, a Residential Property Owner shall verify or update the information listed in this paragraph.

SECTION VIII. FISCAL YEAR

Unless otherwise changed by the RPO Board, each fiscal year of the RPO Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of the RPO Association and terminate at the end of the next following 31st day of December.

SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the RPO Association incurs in the administration, governance, and maintenance of the RPO Association are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Residential Parcel shall be allocated by the RPO Board as further provided in the Declaration.

3. Assessment. The RPO Board shall estimate the Common Expenses it expects the RPO Association to incur and shall assess each Residential Property Owner Assessments as further provided in the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

SECTION X. ASSESSMENTS

1. The RPO Association may assess each Residential Property Owner all Assessments set forth in the Declaration, including, but not limited to:

(a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the RPO Board incurs in collecting those Assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Residential Property Owner or occupant of a Residential Parcel or their family members, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Declaration or the rules and regulations of the RPO Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) All other costs or charges the Declaration or RPO Bylaws permit.

2. The RPO Association shall credit any amount it receives from a Residential Property Owner pursuant to this Section in the following order:

(a) To interest owed to the RPO Association;

(b) To administrative late fees or enforcement assessments owed to the RPO Association;

(c) To collection costs, attorney's fees, and paralegal fees the RPO Association incurred in collecting the assessment;

(d) To the most recent principal amounts the Residential Property Owner owes to the RPO Association for the Common Expenses chargeable against the Residential Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the RPO Board shall give the Residential Property Owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or Assessment;
- (c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

- (a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.
- (b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.
- (c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.
- (d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.
- (e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

SECTION XI. LIENS ON PROPERTY

1. The RPO Association has a lien upon the estate or interest in any Residential Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Residential Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Residential Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the RPO Board of the RPO Association. The certificate shall contain a description of the Residential Parcel, the name of the record Residential Property Owner of the Residential Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the RPO Board or other designated representative of the RPO Association.

(b) The lien is a continuing lien upon the Residential Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the RPO Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the RPO Association as a defendant in the action. The RPO Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Residential Parcel during the foreclosure action.

4. Following any foreclosure action, the RPO Association or an agent the RPO Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Residential Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Residential Parcel upon which the mortgagee holds the mortgage.

SECTION XII. INDEMNIFICATION

1. Third Party Actions. The RPO Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other

than an action, suit or proceeding by or in the right of the RPO Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the RPO Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The RPO Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the RPO Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the RPO Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The RPO Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the RPO Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the RPO Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the RPO Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the RPO Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the RPO Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the RPO Association shall maintain all of the following to the extent reasonably available and applicable:

- (a) Property insurance on the Residential Common Property;
- (b) Liability insurance pertaining to the Residential Common Property;
- (c) Directors and officers liability insurance.

The RPO Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the RPO Association, or is or was serving at the request of the RPO Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the RPO Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

SECTION XIII. AMENDMENTS

Any modification or amendment of these RPO Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Residential Property Owners Association, has caused these RPO Bylaws to be duly adopted on or as of the ___ day of _____, 20__.

JEROME VILLAGE COMPANY, LLC, an
Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its
member and manager

By: _____
Brian J. Ellis, President and
Chief Operating Officer

OR 911 PG 968

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 2:00 PM
To: Brad Bodenmiller
Subject: RE: Distribution Letter + Plat for The Courtyards of Hyland Meadows AKA VN-13 - Preliminary Plat

Union Soil & Water has no comments for **The Courtyards of Hyland Meadows AKA Village Neighborhood, Section 13 (VN-13) – Preliminary Plat.**

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov



please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Tuesday, June 27, 2023 8:41 PM
To: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Cc: heathermartin@lucplanning.com; Gram Dick <gramdick@lucplanning.com>
Subject: Distribution Letter + Plat for The Courtyards of Hyland Meadows AKA VN-13 - Preliminary Plat

Good evening,

I attached a copy of the **Distribution Letter** generated for and a **digital copy** of **The Courtyards of Hyland Meadows AKA Village Neighborhood, Section 13 (VN-13) – Preliminary Plat**. Paper copies are being delivered/mailed.

Note: This is one of five subdivision distributions being shared. (Electric providers and townships will only receive a copy of relevant subdivisions; you may only receive as few as one email.)

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com

Brad Bodenmiller

From: Joseph Grove <jgrove@unioncountyohio.gov>
Sent: Thursday, June 29, 2023 2:36 PM
To: Brad Bodenmiller
Subject: RE: The Courtyards of Hyland Meadows AKA VN-13 Preliminary Plat - Preliminary Drainage Plan

Yes, the Preliminary Drainage Plan is approved.

Joseph Grove
Urban Technician
Union Soil & Water Conservation District
18000 State Route 4, Suite D
Marysville, OH 43040
937-642-5871 x 2216
jgrove@unioncountyohio.gov



please consider the environment - do you really need to print this email?

From: Brad Bodenmiller <bradbodenmiller@lucplanning.com>
Sent: Thursday, June 29, 2023 2:20 PM
To: Joseph Grove <jgrove@unioncountyohio.gov>
Subject: The Courtyards of Hyland Meadows AKA VN-13 Preliminary Plat - Preliminary Drainage Plan

Joseph,

Good afternoon! Is the preliminary drainage plan for **The Courtyards of Hyland Meadows AKA VN-13 – Preliminary Plat** approved?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com



**County Engineer
Environmental Engineer
Building Department**
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

July 7, 2023

Public Service with integrity

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Jerome Village, The Courtyards on Hyland Meadows – Preliminary Plat

Brad,

We have completed our review for the above preliminary plat, received by our office on June 27th. Three variances we applied for and accepted by the Union County Commissioners. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings or resolved as indicated.

1. The right of way, streets and majority of infrastructure within this development will be privately owned and maintained. As this is unique compared to the other development pods within Jerome Village, we recommend establishing an infrastructure ownership table to clarify the responsibilities of all right of way, roads, utilities, stormwater infrastructure, etc.
2. Provide information regarding any master trails and/or Jerome Village/HOA maintained fencing or landscaping in the construction drawings.
3. All stormwater infrastructure and will be reviewed in more detail during the final construction drawing review process.
4. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
5. Provide a stormwater management report for review.
6. Provide detailed construction drawings to private utility providers.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals, including but not limited to final construction documents. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3168.

Luke Sutton, P.E.
Union County Engineer

Brad Bodenmiller

From: Luke Sutton <lsutton@unioncountyohio.gov>
Sent: Friday, July 7, 2023 4:53 PM
To: Brad Bodenmiller
Subject: Re: The Courtyards at Hyland Meadows AKA VN-13 Preliminary Plat - Layout & Design

Yes, it is approved.

On Jul 7, 2023, at 4:48 PM, Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

Luke,

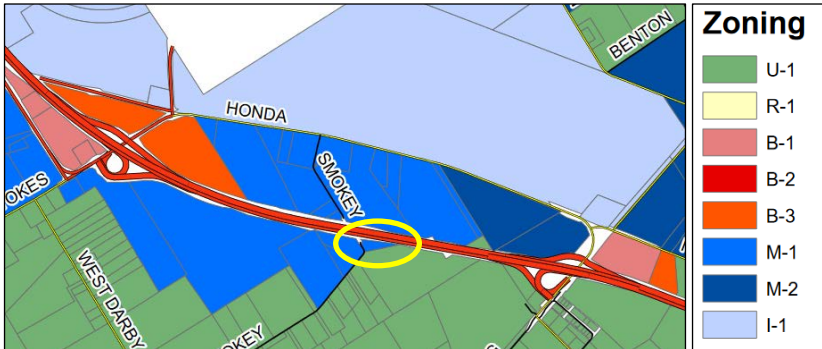
Good afternoon! Is the layout and design of the lots, streets, and other improvements for **The Courtyards at Hyland Meadows AKA Village Neighborhood, Section 13 (VN-13) – Preliminary Plat** approved?

Bradley Bodenmiller
Director | LUC Regional Planning Commission
P.O. Box 219 | 10820 State Route 347 | East Liberty, Ohio 43319
P: (937) 666-3431 | www.lucplanning.com



Staff Report – Allen Township Zoning Amendment

Jurisdiction:	<p>Allen Township Zoning Commission c/o Charlotte Blumenschein 16945 Allen Center Road Marysville, OH 43040 (937) 644-4111</p>
Request:	<p>The Allen Township Zoning Commission initiated a parcel amendment, to rezone a lot from Light Manufacturing District (M-1) to Rural District (U-1).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> • 0300030270010 <p>Acreage proposed to be rezoned:</p> <ul style="list-style-type: none"> • 2.947 acres +/- <p>Existing Use:</p> <ul style="list-style-type: none"> • Agriculture/Vacant <p>Proposed Use:</p> <ul style="list-style-type: none"> • Agriculture/Any permitted use in the U-1 District
Location:	<p>This tract is located on the south side of US 33 and on the east side of Smokey Road in Allen Twp, Union County.</p>

Staff Analysis:	<p>Vicinity Land Uses & Zoning</p> <p>The surrounding land appears to be zoned Light Manufacturing (M-1) and Rural District (U-1). The subject parcel is zoned M-1.</p> <p>The surrounding land uses appear to be scattered residential, agriculture, woodlands, and vacant land.</p> <div style="text-align: center;">  <p>Zoning</p> <ul style="list-style-type: none"> U-1 R-1 B-1 B-2 B-3 M-1 M-2 I-1 </div> <p><i>Figure 1. Allen Twp Zoning Map.</i></p>
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Staff Report – Allen Township Zoning Amendment



Figure 2. Aerial of surrounding area.

Zoning Resolution

The Zoning Resolution (ZR) is comprehensive: It establishes zoning districts and provides a purpose and intent for each district.

The purpose of the Light Manufacturing District (M-1) is to provide land for light manufacturing and related offices, storage facilities, wholesale and warehousing, food processing facilities, etc. Industrial establishments should be clean, quiet, and free of objectional elements such as noise, odor, dust, smoke, glare, or pollution (ZR, pp. 4).

The purpose of the Rural District (U-1) is to provide land, which is suitable or used for agriculture, conservation, and very low-density residence (ZR, pp. 2).

Comprehensive Plan

Comprehensive plans are intended as a guide for decision-makers considering land use changes (Twp Plan, pp. 1.1).

The Township's Comprehensive Plan was created in 2004. According to the Future Land Use Plan, the vision for this parcel is manufacturing. These Districts should be clustered rather than isolated, located with direct access to major transportation facilities, and extensively buffered from adjacent residential areas (Twp Plan, pp. 4.8).



Staff Report – Allen Township Zoning Amendment

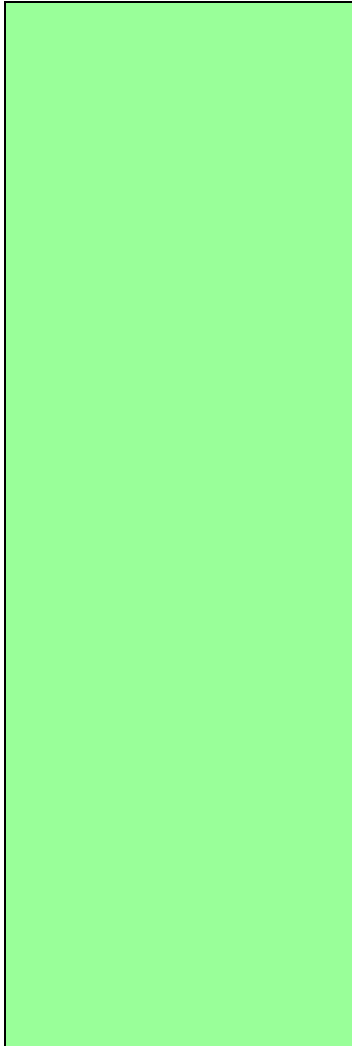


Figure 2. Allen Twp Future Land Use Map, (Twp Plan, 4.9).

The Union County Comprehensive Plan was last updated in 2013. The Plan identifies this area as being both in the Upper Darby to Plain City Planning Area and Northwest Sub-Area. The Plan states, “Development in and around this sensitive ecosystem must keep a light footprint so that stream quality and habitat are preserved” (County Plan, pp. 75). The Plan states, this area will continue to be a hub of manufacturing and service industries. The aggregation of homes built up along rural highways presents future challenges in agriculture preservation (County Plan, pp. 73).

Staff Comments

The Allen Twp Comprehensive Plan calls for this area to eventually become manufacturing and the proposal is to rezone the lot Rural District (U-1). Due to the surrounding land uses and the isolated nature of this parcel, it may make more sense for the parcel to be rezoned to U-1.

Staff Recommendations:	Staff recommends APPROVAL of the proposed zoning amendment.
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Z&S Committee Recommendations:	
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Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Parcel Amendment Checklist

Date: 06/20/2023 Township: Allen

Amendment Title: Tu Parcel Amendment

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input type="checkbox"/>	<input type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

10820 St. Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

To: Logan-Union-Champaign Regional Planning Commission
From: Allen Township Zoning Commission
Re: Rezone Parcel from M-1 to U-1

Date: June 20, 2023

The Allen Township Zoning Commission met on Thursday, June 15, 2023, at 7:00 p.m. The Commission is requesting a zoning district change for a single parcel of land. A motion was made, seconded, and approved to rezone a parcel of 2.947 acres, currently zoned M-1 Light Manufacturing District, to U-1 Rural District. This parcel was originally part of a larger parcel in the M-1 Light Manufacturing District. The expansion of State Route 33 split the parcel, making this section non-conforming with the current zoning. The only contiguous parcel is zoned U-1 Rural District and is under the same ownership. The use of the land can remain as agriculture or be used for any other permitted use in the U-1 District.

A public hearing has been scheduled for **Thursday, July 20, 2023, at 6:00 p.m.** at the Allen Township Community Building, 16945 Allen Center Road, Marysville, Ohio 43040.

Inquiries should be directed to Charlotte Blumenschein at (937) 644-4111 or through written correspondence sent to her attention at the above address.

Parcel for Rezoning from M-1 to U-1

19000 Smokey Road
Marysville, Ohio 43040
0300030270010
2.947 acres
Ag/Vacant

Property Owner

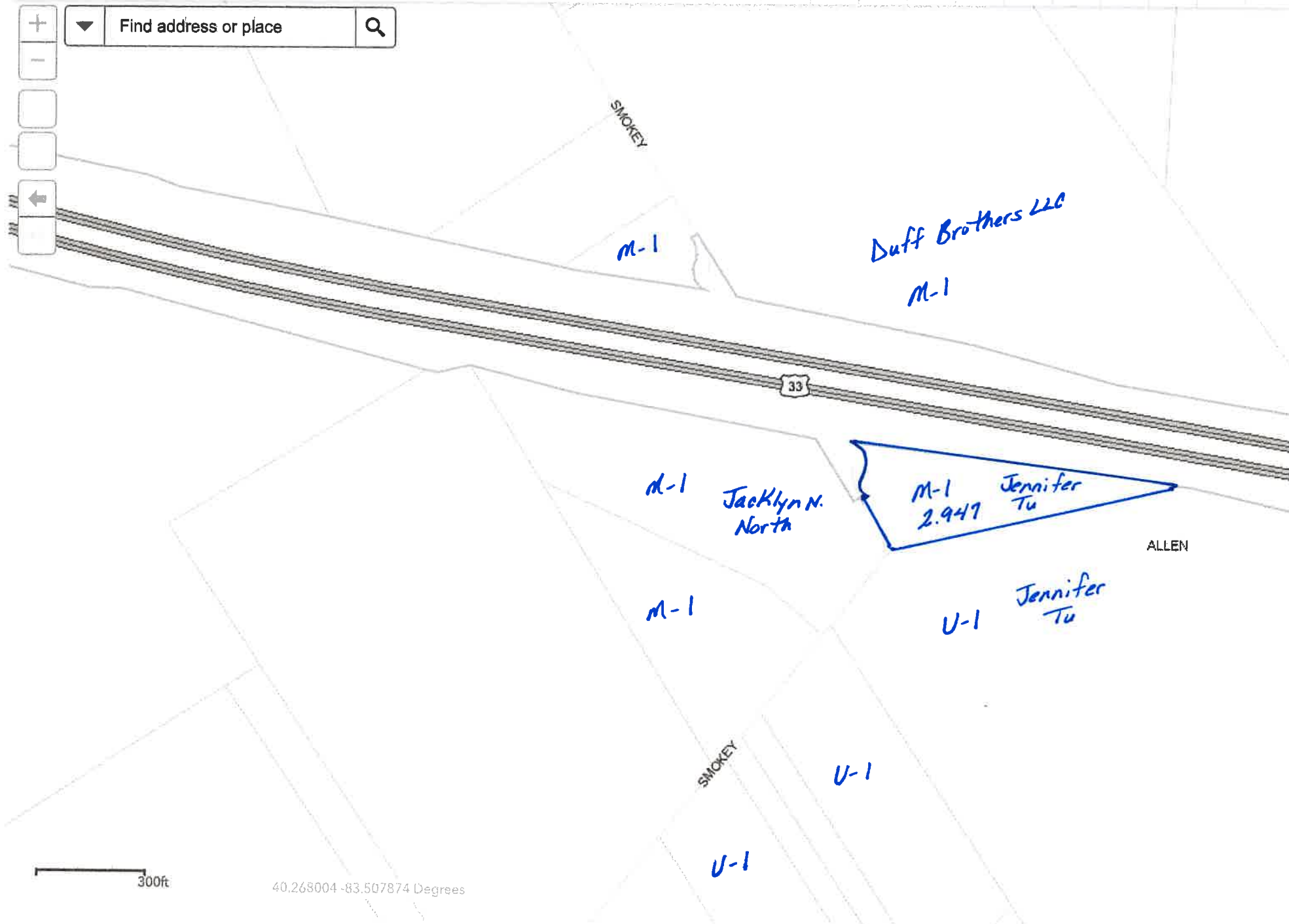
Jennifer Tu
49 Town and Country
New Canton, Virginia 23123

NEIGHBORING PROPERTY OWNERS (adjacent or contiguous)

Owner	Parcel Number & Address	Zoning District	Acreage	Use
Jennifer Tu 49 Town and Country New Canton, Virginia 23123	0300030260000 19100 Smokey Road Marysville, Ohio 43040	U-1	51.45 acres	Ag/Dwelling
Jacklyn N. North 19117 Smokey Road Marysville, Ohio 43040	0300030100000 19117 Smokey Road Marysville, Ohio 43040	M-1	16.2 acres	Dwelling
Duff Brothers, LLC 9101 State Route 117 Huntsville, Ohio 43324	0300030270000 24629 Honda Parkway Marysville, Ohio 43040	M-1	44.08 acres	Ag/Vacant



Find address or place



**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS
TOWNSHIP OF ALLEN, COUNTY OF UNION, STATE OF OHIO**

ZONING DISTRICTS	PERMITTED USES	CONDITIONAL USES	PLANNED UNIT DEVELOPMENT USES	MINIMUM LOT SIZE		LOT WIDTH AT BUILDING LINE OF LOT	FRONTAGE WIDTH	MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED	MINIMUM FLOOR AREA	MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS		MINIMUM YARD DIMENSIONS (SETBACKS)				ACCESSORY BUILDINGS				SIGNS PERMITTED	
				WITH ON-SITE WATER & BEWAGE TREATMENT	WITH GROUP OR CENTRAL WATER & BEWAGE TREATMENT					FEET	(Minimum feet)	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET		FEET
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1 U-1 RURAL DISTRICT	Agriculture Very low density residence Public use Quasi-public use Home occupation Enclosed storage	Public service facility Non-Commercial recreation Limited business Mineral extraction Sign/Advertising structures	Residential Commercial Industrial Public use Quasi-Public use Individually or in combination	87,120		150	150	25	1,100, 1,300 apt-level	2 1/2	35	50	20	40	40	20*	10	10	2 per Family Unit	None	Yes, under Article VIII
2 R-1 LOW DENSITY RESIDENTIAL DISTRICT	Single family housing Public Use Quasi-Public use Enclosed storage	Non-commercial recreation Home Occupation Sign/Advertising structures;Telecommunications Towers	Residential, Public use, Quasi-Public use Individually or in combination	87,120		150	150	25	1,100, 1,300 apt-level	2 1/2	35	50	20	40	40	20	10	10	2 per Family Unit	None	Yes, under Article VIII
3 R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT	Multi-family housing Public Use Quasi-Public use Single family housing	Mobile Home Park Non-commercial recreation Home Occupation Sign/Advertising structures & billboards Senior citizen housing Telecommunications Tower	Residential Public use Quasi-Public use Individually or in combination	87,120	21,780	150	150 per housing structure	25	1,100**	3	40	50	20	40	40	20	10	10	2 per Family Unit	None	Yes, under Article VIII
4 B-1 PROFESSIONAL SERVICES DISTRICT	Professional offices doctor, dentist, lawyer, accountant, financial institutions, insurance, professional business, broker, mortuary	None	Commercial, Industrial, Public use, Quasi-Public use, Individually or in combination	87,120	60,000	150	150	30	1,100	3	40	50	20	40	40	20	10	10	1 space for each employee and 2 spaces for each 200 sq. ft. floor area	As required in Section 518	See Article VIII Sections 800 through 812
6 B-2 RETAIL STORE DISTRICT	Retail businesses such as, Retail hardware, bowling alley, grocery, skating rink, drugstore, movie theatre, barber shop, beauty salon, home furnishing store, carry out & drive thru, eating establishments, bakery, butcher shop, dry cleaners	Hotel/Motel Permitted use of B1	Commercial, Industrial, Public use, Quasi-Public use, Individually or in combination	87,120	50,000	150	150	30	1,100	3	40	50	20	40	40	20	10	10	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
7 B-3 HEAVY RETAIL/WHOLESALE DISTRICT	Auto Dealer sales, service and repair businesses such as plumbing, Wholesale hardware supply, electric supply, lumber, building supply, service station, body shop, implement dealer, horticultural nursery, wholesalers, warehouse, trucking contractor, truck and tractor repair, veterinary clinic, kennels, animal boarding and construction/contractors, Hotel/Motel (With or without eating establishments)	Permitted uses of B1 & B2	Commercial, Industrial, Public use, Quasi-Public use Individually or in combination	150,000	87,120	150	150	30	1,100	3	40	50	20	40	40	20	10	10	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
9 M-1 LIGHT MANUFACTURING DISTRICT	Light manufacturing and related offices, Printing & publishing, Storage facilities, Wholesale & warehousing, Food processing facilities	Company provided child care service/facility, Public service facilities, Public use, Quasi-public use, Signs & advertising structures, transportation terminals	Commercial, Industrial, Public use, Quasi-Public use Individually or in combination	200,000	200,000		350	50	1,100	4	50	75	45	90	65	25	35	35	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
10 M-2 HEAVY MANUFACTURING DISTRICT	Heavy manufacturing & related offices, Printing & publishing, Transportation terminals, Wholesale & warehousing	Company provided child care, service/facility, Extractive industry, Light manufacturing & related offices. Permitted uses of B-3 District Signs & advertising structures	Commercial, Industrial, Public use, Quasi-Public use Individually or in combination	500,000	500,000		750	50	1,100	4	50	75	45	90	65	25	35	35	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
11 SR-1 SPECIAL RECREATION DISTRICT - CLUB	Driving range, Fishing, Golf, Model airplane, Private swimming pools, Any membership club	Permitted uses of B2, SR2, SR3 & R1 districts	None	500,000	500,000	150	1,000	25	1,100	3	40	50	50	100	50	50	50	50	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
12 SR-2 SPECIAL RECREATION DISTRICT - AMUSEMENT	Amusement center, Amusement park, Community swimming pool, Driving range, Fishing lake, Golf course, Miniature cart/go cart track, Miniature golf course, Sports Arena/Stadium, Multipurpose sports complex.	Permitted uses of B-1, SR-1, SR-3 & R-1 districts, Drag strip, Outdoor amphitheater, Stock car/motorcycle racing tracks	None	500,000	500,000	150	1,000	25	1,100	5	60	50	50	100	50	60	50	50	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812
13 SR-3 SPECIAL RECREATION DISTRICT - PARK	Camping, boating facilities, Parks, Picnic grounds and similar recreational facilities	Permitted uses of B-2, SR-1, SR-2 & R-1 districts	None	500,000	500,000		1,000	25	1,100	3	40	50	50	100	50	50	50	50	See chart in Section 511 for additional requirements	As required in Section 518	See Article VIII Sections 800 through 812

**OFFICIAL SCHEDULE OF DISTRICT REGULATIONS
TOWNSHIP OF ALLEN, COUNTY OF UNION, STATE OF OHIO**

ZONING DISTRICTS	PERMITTED USES	CONDITIONAL USES	PLANNED UNIT DEVELOPMENT USES	MINIMUM LOT SIZE (Square feet)		LOT WIDTH AT BUILDING LINE OF LOT	FRONTAGE WIDTH	MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED	MINIMUM FLOOR AREA	MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS		MINIMUM YARD DIMENSIONS (SETBACKS)					ACCESSORY BUILDINGS				SIGNS PERMITTED
				WITH ON-SITE WATER & SEWAGE TREATMENT	WITH GROUP OR CENTRAL WATER & SEWAGE TREATMENT					PRINCIPAL AND ACCESSORY BUILDINGS	(Squaring Feet)	STORIES	FEET	FRONT YARD (COMPUTED FROM RIGHT-OF-WAY)	SIDE YARD (ONE SIDE YARD)	SIDE YARD (BOTH SIDE YARDS)	REAR YARD	MAXIMUM HEIGHT	MINIMUM DISTANCE IN FEET TO SIDE LOT LINE	MINIMUM DISTANCE IN FEET TO REAR LOT LINE	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
I-1 SPECIAL LIMITED INDUSTRIAL DISTRICT	Principal Permitted Uses a)Agriculture and farms b)Industry, light and heavy manufacturing c)Research, development and testing d)Wholesale and warehousing; transport terminals e)Aviation field (Private) f)Storage (open or enclosed) of new vehicles; storage (enclosed by screening of 100% opacity) of dismantled or wrecked motor vehicles or parts thereof used in connection with the uses listed in c) above g)Litilities (structures and installations which are necessary to service a permitted use within the I-1 district) Accessory Uses Accessory uses and structures used in conjunction with any permitted use shall be allowed, including without limitation, uses or structures for recreational, health, eating, and related purposes	Public service facility Signs and advertising structures not otherwise specifically permitted	Commercial manufacturing and special limited Industrial Public and Quasi-public uses, individually or in combination	900 acres (comprised of one or more contiguous parcels of land which are either, leased or controlled by a person)	900 acres (comprised of one or more contiguous parcels of land which are either, leased or controlled by a person)		5,000	***	None	8	96	*	*	*	*	50	10	20	See chart in Section 511 for additional requirements	As required in Section 616	See Article VIII Sections 800 through 812

* excludes agricultural use buildings

** exception permitted for Senior Citizen, supervised/assisted living housing units.

*** So long as the other requirements as to the I-1 District are complied with, there shall be no restrictions on the number of square feet of buildings which may be constructed or structurally altered, or the percentage of the lot occupied, on property in the I-1 District, regardless of any restriction as to the number of buildings per lot contained in Article V, Section 556 of this Resolution.

This is to certify that this is the Official Schedule of District Regulations referred to in Section 410 and Article IV of the Zoning resolution of the Township of Allen, County of Union, State of Ohio	
Chairman, Board of Trustees _____	Date _____
Attested by Township Clerk _____	

Section 210 **Rural District (U-1)**

The intention of the rural district is to provide land, which is suitable or used for agriculture, conservation, and very low-density residence not to exceed one (1) family per 87,120 sq. ft. or two (2) acres. Very low-density residential land use refers to farm housing units and isolated residential developments not requiring a plat under the county subdivision regulations. On-site water and sewer facilities are permitted, provided such facilities comply with the county health regulations (see Section 567).

Conditional Uses: *Wedding venue*

Objectionable uses for this district are fireworks manufacture or sales, gun clubs, hunting preserves and slaughterhouses.

Prohibited uses are adult entertainment establishments, mobile homes or mobile home parks, medical marijuana cultivators, medical marijuana processors, and medical marijuana dispensaries.

Section 220 **Low Density Residential District (R-1)**

The purpose of the low-density residential district is to provide land for single family housing units not to exceed one (1) family per 87,120 sq. ft. or two (2) acres. Commercial and industrial development is prohibited. Group or central water and sewer facilities may be required (see Section 567).

Objectionable uses for this district are fireworks manufacture or sales and junkyards.

Prohibited uses are adult entertainment establishments, gun clubs, mobile homes or mobile home parks, slaughterhouses, medical marijuana cultivators, medical marijuana processors, and medical marijuana dispensaries.

Section 230 **Medium Density Residential District (R-2)**

The purpose of the medium density residential district is to provide land for multifamily housing units not to exceed four (4) families per 87,120 sq. ft. or two (2) acres. Commercial development is prohibited unless introduced under the planned unit development approach. Central water and sewer facilities may be required.

Objectionable uses for this district are fireworks manufacture or sales and junkyards.

Prohibited uses are adult entertainment establishments, gun clubs, slaughterhouses, medical marijuana cultivators, medical marijuana processors, and medical marijuana dispensaries.

Section 250 **Professional Services District (B-1)**

The purpose of the Professional, Institutional or Quasi-Public district is to provide land for professional offices: doctor, dentist, lawyer, accountant, financial institutions, insurance, professional business, broker, mortuary, school, day care center, health care, museum, etc. which may require highway orientation along or near major thoroughfares and intersections. Residential development is prohibited, but B-1 uses may be contiguous to an R-1 district. (See Official Schedule of District Regulations of Permitted Uses) Group or central water and sewer facilities may be required (see Section 567).

~~Conditional uses: None~~

Some determining factors may be:

- A. Twelve (12) or less operating hours per day.
- B. Low traffic volume.
- C. Very low noise level.

Objectionable uses for this district are fireworks manufacture or sales and junkyards.

Section 260**Light Manufacturing District (M-1)**

The purpose of the light manufacturing district is to provide land for light manufacturing and related offices, printing and publishing, storage facilities, wholesale and warehousing or food processing facilities or industrial establishments which are clean, quiet and free of hazardous or objectionable elements such as noise, odor, dust, smoke, glare, or pollution of any kind; operate within enclosed structures; and generate little industrial traffic. Heavy manufacturing or heavy industrial development is prohibited. A twenty-five (25) foot buffer zone must be provided when contiguous to U-1, R-1, R-2, B-1, B-2, B-3, SR-1, SR-2 or SR-3 Districts. Water and sewer facilities must be approved by appropriate agencies prior to issuance of zoning certificate.

Conditional use: Truck driver training facility

Objectionable uses of this district are acid manufacture; explosives or fireworks manufacture or storage; garbage, offal or dead animal reduction or dumping; gas manufacture; petroleum refining and residential.

Prohibited uses are slaughterhouses, adult entertainment establishments, medical marijuana cultivators, medical marijuana processors, and medical marijuana dispensaries.

Section 261**Heavy Manufacturing District (M-2)**

The purpose of the heavy manufacturing district is to provide land for heavy manufacturing and related offices, wholesale and warehousing, printing and publishing, and transport terminals which require large sites, extensive community services and facilities, ready access to regional transportation, have large open storage and service areas, generate heavy traffic and create no nuisance discernible beyond the district. Extractive manufacturing use is permitted as a conditional use if the operation does not create a hazard or nuisance which adversely affects the health, safety and general well-being of the community and other manufacturing establishments in the district. Residential development is prohibited. Light manufacturing or industrial uses are permitted as conditional uses. All water and sewer facilities must be approved by appropriate agencies prior to issuance of zoning certificate. A twenty-five (25) foot buffer zone must be provided when contiguous to U-1, R-1, R-2, B-1, B-2, B-3, SR-1, SR-2, or SR-3 Districts.

Conditional Uses: Permitted uses of M-1, Truck driver training facility

Objectionable uses of this district are acid manufacture; explosives or fireworks manufacture or storage; garbage, offal or dead animal reduction or dumping; gas manufacture and petroleum refining.

Prohibited uses are slaughterhouses, residential housing, adult entertainment establishments, medical marijuana cultivators, medical marijuana processors, and medical marijuana dispensaries.



Staff Report – Bloomfield Township Zoning Plan

<p>Jurisdiction:</p>	<p>Bloomfield Township Zoning Commission c/o Cody Kelly 4540 Co Rd 35 DeGraff, OH 43318 (937) 539-8818 cody_kelly1322@hotmail.com</p>
<p>Request:</p>	<p>Review of Bloomfield Township Zoning Plan, initiated by the Board of Trustees.</p>
<p>Location:</p>	<p>Bloomfield Township is in western Logan County, contains the unincorporated area of Bloom Center, and shares a boundary with Shelby County.</p>
<p>Staff Analysis:</p>	<p>The entirety of Bloomfield Township is not zoned. There has been at least one other attempt to zone the Township, in 1980, but it was not successful.</p> <p>After discussions with LUC staff, the Board of Trustees passed a resolution upon its own initiative to proceed with zoning in October of 2022. Passage of the resolution required the formation of a Zoning Commission, and for the Zoning Commission to meet and draft a zoning plan. Drafting of the document occurred in cooperation with LUC staff over several months.</p> <p>The Zoning Commission modeled the text after the LUC Model Text (1970) that was created as part of the LUC Regional Plan (1970). Additional modeling was done using the Ohio Model Zoning Code (1971 and 1989), case law, past amendments from LUC member jurisdictions, Delaware County Regional Planning Commission Model Text for Telecommunications Towers, and LUC Regional Planning Commission Model Text for: Adult Entertainment; Agritourism; Medical Marijuana; Small Wind Projects (Less than 5MW); and Solar Energy Systems (Less than 50MW).</p> <p>Consideration was given to the LUC Regional Plan (1970) and Logan County Comprehensive Plan (2007) when drafting the language and map.</p>



Staff Report – Bloomfield Township Zoning Plan

	<p>The Zoning Commission held a public hearing on June 22, 2023. At the end of the hearing, the Zoning Commission voted to send the Zoning Plan to LUC for consideration.</p> <p>Prosecutor’s Office A copy of this proposal was forwarded to the County Prosecutor’s Office for further consideration and comment. Before LUC takes official action on the proposal, any comments received from that Office should be reviewed and incorporated into this recommendation.</p>
Staff Recommendations:	Staff recommends <i>APPROVAL</i> of the proposed zoning amendment. The text allows for change and identifies uses to which each property may be put. The Zoning Map reflects the current land uses, uniformly classifies similar areas, and clearly defines district locations and boundaries.
Z&S Committee Recommendations:	

June 22, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Aaron Smith
PO Box 219
East Liberty, OH 43319
aaronsmith@lucplanning.com

**RE: Zoning Text Amendment Application, Bloomfield Township, Logan County
Zoning Plan for Bloomfield Township**

Dear LUC Regional Planning Commission Committee Members:

On October 11, 2022, the Bloomfield Township Board of Trustees passed a resolution upon its own initiative declaring its intention to proceed with zoning the Township. Because this resolution was passed, the Ohio Revised Code (ORC) required that the Bloomfield Township Zoning Commission to be created, meet, and draft a zoning plan. Drafting of the zoning plan, including text and map, occurred over several months.

The Bloomfield Township Zoning Commission held the public hearing required by ORC 519.06 at 6:00 PM on June 22, 2023. At the conclusion, the Zoning Commission voted to send the zoning resolution, including text and maps, to the regional planning commission for approval, disapproval, or suggestions.

Description of Zoning Text Amendments.

Included with this cover letter, you will find a copy of the zoning resolution, including text and maps. Please refer to the attachments for further information. (Note: A link is also available on your website at www.lucplanning.com)

Public Hearing.

In accordance with ORC 519.07, further public hearings by the Zoning Commission are not required at this time. If the regional planning commission disapproves the proposed zoning resolution or suggests material change, an additional public hearing is triggered. Therefore, no public hearing is not currently scheduled.

Point of Contact.

Please consider me Bloomfield Township's point of contact for this matter. My contact information is below:

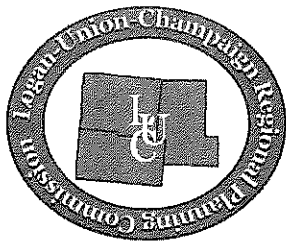
Name: *Cody Kelly*
Address: *4540 CR 35 DeGraff, OH 43318*
Phone: *(937) 539-8818*
Email: *Cody_Kelly.1322@hotmail.com*

Sincerely,



Attachments.

1. Bloomfield Township Zoning Plan, including text and maps



Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 6/22/23 Township: Bloomfield

Amendment Title: Zoning Plan

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input type="checkbox"/> N/A	<input type="checkbox"/> n/a
Non-LUC Member Fee, If applicable	<input type="checkbox"/> N/A	<input type="checkbox"/> n/a

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

Bloomfield Township, Logan County

PROPOSED 5-15-2023

Proposed Zoning Plan: 5-15-23
For 2023 General Election

Bloomfield Township
Logan County, Ohio

Zoning Resolution

Adopted: _____

PROPOSED 5-15-23

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PREAMBLE

A RESOLUTION OF THE TOWNSHIP OF BLOOMFIELD, LOGAN COUNTY, OHIO ENACTED IN ACCORDANCE WITH A COMPREHENSIVE PLAN AND THE PROVISION OF CHAPTER 519, OHIO REVISED CODE, DIVIDING THE TOWNSHIP INTO ZONES AND DISTRICTS, ENCOURAGING, REGULATING AND RESTRICTING THEREIN THE LOCATION, CONSTRUCTION, RECONSTRUCTION, ALTERATION AND USE OF STRUCTURES AND LAND: PROMOTING THE ORDERLY DEVELOPMENT OF RESIDENTIAL, BUSINESS, INDUSTRIAL, RECREATIONAL, AND PUBLIC AREAS PROVIDING FOR ADEQUATE LIGHT, AIR, AND CONVENIENCE OF ACCESS TO PROPERTY BY REGULATING THE USE OF LAND AND BUILDINGS AND THE BULK OF STRUCTURES IN RELATIONSHIP TO SURROUNDING PROPERTIES; LIMITING CONGESTION IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING THE COMPATIBILITY OF DIFFERENT LAND USES AND THE MOST APPROPRIATE USE OF LAND; PROVIDING FOR THE ADMINISTRATION OF THIS RESOLUTION AS PROVIDED HEREFTER, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS IN THIS RESULTION OR ANY AMENDMENT THERETO, ALL FOR THE PURPOSE OF PROTECTING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE; AND FOR THE REPEAL THEREOF.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF BLOOMFIELD, LOGAN COUNTY, OHIO.

ARTICLE I TITLE, INTERPRETATION, AND ENACTMENT

Section 100 Title. This Resolution shall be known and may be cited to as the “Zoning Resolution of the Township of Bloomfield, Logan County, Ohio.”

Section 101 Use of Land or Buildings for Agricultural Purposes Not Affected. It is the intent of this Resolution to be and remain in compliance with ORC 519.21 *Powers not conferred on township zoning commission by chapter*. ORC 519.21 is a statute, created and maintained by the State, which limits the authority of townships and establishes what is commonly referred to as the “agriculture exemption”. How ORC 519.21 impacts this Resolution is described herein.

This Resolution does not affect the use of any land for agricultural purposes, or the construction or use of buildings or structures incident to the use for agricultural purposes of the land on which such buildings or structures are located and no zoning certificate shall be required for any such building or structure. (Residential dwellings do require a permit however.)

There are two conditions where the agriculture exemption does not apply. 1) In any platted subdivision; and, 2) In any area consisting of fifteen or more lots approved under ORC 711.131 that are contiguous to one another, or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road. When either of these two conditions exist, the requirements of this Resolution apply to:

1. Buildings or structures incident to the use of land for agricultural purposes on lots greater than one acre but not greater than five acres by: setback building lines, height, and size.

Section 110 Provisions of Resolution Declared to be the Minimum Requirements. In their interpretation and application, the provisions of this resolution shall be held to be minimum requirements, adopted for this promotion of the public health, safety, and the general welfare. Whenever the requirements of this Resolution conflict with the requirements of any other lawfully adopted rules, regulations, resolutions, or deed restrictions, the most restrictive, or that imposing the higher standards shall govern.

Section 120 Separability Clause. Should any section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 130 Replacement of Existing Resolutions, Effective Date. All existing Resolutions shall, upon adoption of this resolution, be replaced by this Resolution and this Resolution shall have full force and effect. This Resolution shall become effective from and after the date of its approval and adoption, as provided by law.

PROPOSED 5-1-23

ARTICLE II DEFINITIONS

Interpretation of Terms or Words: For the purpose of this Resolution, certain terms or words used herein shall be interpreted as follows:

1. The word “person” includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement.
4. The words “used” or “occupied” include the words “intended, designed, or arranged to be used or occupied.”
5. The word “lot” includes the words “plot” or “parcel.”

Where terms or words are not defined, they shall have their ordinary accepted meanings.

Accessory Use or Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adult Entertainment Facilities: A facility having a significant portion of its function as adult entertainment which includes the following listed categories:

1. **Adult Bookstore.** An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or relating to “specified sexual activities” or “specified anatomical areas” as herein defined or an establishment with a segment or section devoted to the sale or display of such material.
2. **Adult Booth.** Any area of a sexually oriented business establishment or tattoo parlor set off from the remainder of such establishment by one or more walls, other dividers, or partitions and used to show, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
3. **Adult Material.** Any of the following whether new or used:
 - a. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of “specified anatomical areas” or the conduct or simulation of “specified sexual activities”.
 - b. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, description of “specified anatomical areas”, or the conduct or simulation of “specified sexual activities”.
 - c. Instruments, novelties, devices, or paraphernalia that are designed for use in connection with “specified sexual activities” or that depict or describe “specified anatomical areas”.
4. **Adult Mini Motion Picture Theatre.** A facility with a capacity for less than fifty (50) persons, used for presenting material distinguished or characterized by an emphasis on

matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.

5. **Adult Motion Picture Theatre.** A facility with a capacity of fifty (50) or more persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”, for observation by patrons therein.
6. **Adult Entertainment Business.** Any establishment involved in the sale, services, or products characterized by the exposure or presentation of “specified anatomical areas” or physical contact of live males or females, and which is characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons. Services or products included within the scope of adult entertainment business are photography, dancing, reading, massage, and similar functions which utilize activities as specified above.

Agriculture. “Agriculture” includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; and the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

Agritourism related definitions:

1. **Agricultural Production.** Commercial animal or poultry husbandry, aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth; land devoted to biodiesel production, biomass energy production, electric or heat energy production, or biologically derived methane gas production if the land on which the production facility is located is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use, provide that at least fifty per cent of the feedstock used in the production was derived from parcels of land under common ownership or leasehold. Agricultural production includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five per cent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Revised Code.
2. **Agritourism.** An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.

3. **Agritourism Provider.** A person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.
4. **Farm.** Land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.

Airport. Any runway, land area or other facility designed or used either publicly or privately by any person for the landing and taking-off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings, and open space.

Alterations, Structural. Any changes in the supporting members of a building such as bearing walls, columns, beams or girders.

Animal Feed Lot. Means a paved animal feeding or holding area or other lot, pen, yard, or other feeding or holding area where grass or other suitable vegetative cover is not maintained.

Apartment. A portion of a building comprising a single dwelling unit consisting of a room or suite of rooms intended, designed, or used as a permanent residence by an individual or one family.

Automotive Repair. The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and team cleaning of vehicles.

Automotive Service Station. That portion of property where flammable or combustible liquids or gases used as fuel are stored and dispensed from fixed equipment into fuel tanks of motor vehicles or provide electrical charging stations for electric motor vehicles. Accessory activities shall be permitted to include automotive repair, maintenance, car wash service, and food sales.

Automotive Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public highway. More specifically, as referred to in this Resolution, it includes: automobiles, trucks, tractors and motorcycles.

Basement. A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Bed and Breakfast Establishment. Single family dwellings that provide lodging and a morning meal to transient guests for compensation. No kitchen facilities may be provided for use by guests. The owner/operator of the bed and breakfast must live full-time on the facility's premises. Bed and breakfast facilities shall contain no more than five (5) separate guest rooms.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattel, or property.

Building, Accessory. A subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

Building, Height. The vertical distance measured from the established grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

Building, Principal. A building in which is conducted the main or principal use of the lot on which said building is situated.

Business, Convenience-Type Retail. Retail businesses whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential area. Uses include, but need not be limited to, drugstores, beauty salons, barber shops, carry-outs, dry cleaning and laundry facilities, grocery stores, supermarkets, etc.

Business, Drive-in. Any business, structure or premise which is designed primarily to serve occupants of motor vehicles without the occupants having to leave the vehicle.

Business, Service. Any profit making activity which renders primarily services to the public or to other commercial or industrial enterprises, or which services and repair appliances and machines used in homes and businesses. Some retail sales may be involved in connection with the service rendered.

Business, Shopping Center. Means a grouping of retail and service uses on a single site that is developed, owned, and managed as a unit with off-street parking as an integral part of the unit.

Business, Shopping-Type Retail. A retail or service business which supplies a wide variety of comparison goods and services to consumers in a market area that includes the community or an area greater than a community. Examples of shopping-type businesses are furniture stores, automobile sales and services and clothing shops.

Campground, Commercial or Private. An area of land providing space for or containing two (2) or more recreational vehicles, camping tents, or other similar temporary recreational structures, where they may be parked or erected for a continuous period of time not exceeding sixty (60) days. Campgrounds shall include any building, structure, tent, vehicle, or enclosure, used or intended for use as part of the equipment of such campground, and providing sewer, water, electric, or other similar facilities required to permit occupancy of such recreational vehicles or camping tents. Campgrounds are considered a recreation use.

Cemetery. Land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes. Cemeteries may include any one or a combination of a burial ground for earth interments, a mausoleum for crypt entombments, a columbarium for the deposit of cremated remains, or a scattering ground for the spreading of cremated remains, if operated in connection with and within the boundaries of such cemetery.

Channel. A natural or artificial watercourse of perceptible extent with bed and banks to confine and conduct continuously or periodically flowing water.

Chassis. The steel undercarriage, supporting a framework to which a dwelling is permanently attached.

Child Day Care. Care provided for any part of the twenty-four hour day for infants, toddlers, preschool children, and school children outside of school hours by parties other than their parents or guardians, custodians or relatives by blood, marriage, or adoption, in a place or residence other than the child's own home. Places of worship during religious services are not included.

Clinic. A place used for the care, diagnosis and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational, fraternal or recreational purpose primarily for the exclusive use of members and their guests.

Community Facilities. Structures and uses intended to be of a cultural, educational, recreational, administrative, or service type which provides for areas of public purposes in higher density residential developments.

Conditional Use. A use permitted within a district other than a principally permitted use, requiring a conditional use permit and approval of the Board of Zoning Appeals. Conditional uses permitted in each district are listed in the Official Schedule of District Regulations.

Conditional Use Permit: A permit issued by the Zoning Inspector upon approval by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the district.

Condominium. An ownership arrangement whereby an individual holds title to an individual unit and joint ownership in common property and/or facilities under provisions of Chapter 5311 of the Ohio Revised Code.

Construction Trailer. A temporary building or trailer used in conjunction with construction work that only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed upon completion of the construction work. A construction trailer shall not be used as a residential dwelling.

Density. A unit of measurement; the number of dwelling units per acre of land.

1. **Gross Density.** The number of dwelling units per acre of the total land to be developed.
2. **Net Density.** The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Detached. Not connected in any manner by walls or other structured supports.

Dwelling. Any building or structure which is wholly or partly used or intended to be used for living or sleeping by one or more human occupants.

Dwelling Unit. Space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

Dwelling, Industrialized Unit. Pursuant to ORC 3781.06 (C) (3), "industrialized unit" means a building unit or assembly of closed construction fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure, and that requires transportation to the site of intended use. "Industrialized unit" includes unit installs on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity. "Industrialized unit" does not include a manufactured home as defined herein or a mobile home as defined herein.

Dwelling, Manufactured Home. Pursuant to ORC 3781.06(C)(4), "manufactured home" means a building unit or assembly of closed construction that is fabricated in an off site facility and constructed in conformance with the Federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the Manufactured Housing Construction and Safety Standards Act of 1974, 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable Federal construction and safety standards.

Dwelling, Manufactured Home (Permanently Sited).

- a. The structure is affixed to a permanent foundation and is connected to appropriate facilities. "Permanent foundation" means permanent masonry, concrete, or a footing or foundation approved by the Ohio Department of Commerce pursuant to ORC 4781, to which a manufactured home may be affixed; and,
- b. The structure, excluding any addition, has a width of at least twenty-two feet at one point, a length of at least twenty-two feet at one point, and a total living area, excluding garages, porches, or attachments, of at least eight-hundred (800) square feet; and,
- c. The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six-inch minimum eave overhang, including appropriate guttering; and,
- d. The structure was manufactured after January 1, 1995; and,
- e. The structure is not located in a manufactured home park as defined herein.

Dwelling, Mobile Home. Pursuant to ORC 4501.01 (O), "mobile home" means a building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined herein or as an industrialized unit as defined herein.

Dwelling, Multi-Family. A dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls.

Dwelling, Rooming House (Boarding House, Lodging House, Dormitory). A dwelling or part thereof, other than a hotel, motel or restaurant where meals and/or lodging are provided for compensation, for three or more unrelated persons where no cooking or dining facilities are provided in the individual rooms.

Dwelling Single-Family: A dwelling (except a manufactured home not permanently sited or a mobile home) consisting of a single dwelling unit only, separated from other dwelling units by open space.

Dwelling, Tiny Home. A dwelling that is 400 square feet or less in floor area excluding lofts. A loft within a tiny home is a floor level located more than 30 inches above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches and used as a living or sleeping space.

Essential Services. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission, or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes traffic signals, hydrants, or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

Family. One or more persons occupying a single dwelling unit and living as a single housekeeping unit.

Farm Market. A building or structure designed or used or intended to be used for the display and/or sale of produce, raised on farms owned or operated by the farm market operator.

Floor Area. The sum of the gross horizontal areas of each floor of the principal building, measured from the exterior walls or from the centerline of party walls, including the floor area of accessory buildings and structures.

Floor Area of a Residential Building. The sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use and attached garages, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.

Floor Area of a Non-Residential Building. (To be used in calculating parking requirements). The floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms, storage spaces, display windows, fitting rooms, and similar areas.

Food Processing. The preparation, storage or processing of food products. Examples of these activities include bakeries, dairies, canneries, meat processing plants and similar activities.

Hazardous Wastes. Means those substances which, singly or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

Home Occupation: A use which is an activity, profession, occupation, service, craft, or revenue-enhancing hobby conducted by a person on the same premises as the principal place of residence which is clearly subordinate and incidental to use of the premises for residential purposes and is

conducted entirely within the dwelling unit, without any significant adverse effect upon the surrounding neighborhood.

Hospital. An institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities and staff offices that are an integral part of the facility.

Junk. “Junk” means old scrap copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled, or wrecked automobiles or parts thereof, iron, steel, and other old or scrap ferrous or non-ferrous materials.

Junk Yard: “Junk Yard” means an establishment or place of business which is maintained or operated for the purpose of storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard. It shall also include scrap metal processing facilities which are located within one thousand (1,000) feet of the nearest edge of the right-of-way of a highway or street, and any site, location, or premise on which are kept two or more junk motor vehicles as defined in Section 4513.65 of the Ohio Revised Code, whether or not for a commercial purpose.

Kennel. Any lot or premise on which dogs, cats, or other household pets are boarded, bred or exchanged for monetary compensation.

Litter. Garbage, trash, waste, rubbish, ashes, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass, or anything else of an unsightly or unsanitary nature thrown, dropped, discarded, placed, or deposited by a person on public property, private property, or in or on waters of the state.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

Lot. For the purposes of this Resolution a lot is a parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, and area for one principal use together with its accessory buildings and which provides such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, and may consist of:

1. A single lot of record;
2. A portion of a lot of record;
3. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

Lot Coverage. The ratio of enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Frontage. The front of a lot shall be construed to be the portion nearest the street or road right-of-way line. For the purpose of determining yard requirements on corner lots and through

lots, all sides of a lot adjacent to streets or roads shall be considered frontage, and yards shall be provided as indicated under “Yard” in this section.

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street or road.

Lot Measurements. A lot shall be measured as follows:

1. **Depth.** The distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the lot. When applicable, depth is measured at the street (road) right-of-way line. No lot containing five (5) acres or less shall have an average depth which is more than three (4) times its average width.
2. **Width.** The distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the street or road right-of-way line, except on cul-de-sac streets (roads) where it is measured at the setback line. (Also, see Lot Frontage.). For lots containing five (5) acres or less in area, the actual distance between the side lot lines at any point along the lot depth cannot be less than eighty (80%) percent of the required Lot Frontage. For lots containing more than five (5) acres, said lot shall comply with road frontage requirements.

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Terminology used in this Resolution with reference to corner lots, interior lots and through lots is as follows:

1. **Corner Lot.** A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees.
2. **Interior Lot.** A lot with only one frontage on a street.
3. **Through Lot.** A lot other than a corner lot with frontage on more than one street or road. Through lots abutting two streets or roads may be referred to as double frontage lots.
4. **Reversed Frontage Lot.** A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

Major Thoroughfare Plan. The portion of the comprehensive plan adopted by the County indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction.

Manufactured and/or Mobile Home Park. Any site, or tract of land under single ownership, upon which two (3) or more manufactured and/or mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park. This definition does not include individual lots for the purposes of installation of manufactured and/or mobile homes.

Manufacturing, Heavy. Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light. Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Medical marijuana related definitions:

- a. **Cultivate.** Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.
- b. **Cultivator.** Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.
- c. **Dispensary.** Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.
- d. **Dispense.** Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.
- e. **Manufacture.** Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.
- f. **Marihuana.** Has the same meaning as defined in ORC 3719.01, as amended from time to time.
- g. **Marijuana.** Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- h. **Medical Marijuana.** Has the same meaning as defined in ORC 3796.01, as amended from time to time.
- i. **Medical Marijuana Entity.** Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.
- j. **Medical Marijuana Processor.** Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.
- k. **Testing Laboratory.** Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

Mining, Commercial Quarries, Sand and Gravel Pits. Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction.

Motor Vehicle Salvage Facility. Means any establishment or place of business which is maintained, used, or operated for buying or selling wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts.

Non-Conformities. A building, structure, use of land, or building(s) and/or structures in combination existing at the time of enactment of this Resolution and which does not conform to the regulations of the district or zone in which it is situated.

Nursing Home. A home used for the reception and care of individuals who by reason of illness or physical or mental impairment require skilled nursing care and of individuals who require personal

care services but not skilled nursing care. A nursing home is licensed to provide personal care services and skilled nursing care.

Nursery (or Greenhouse), Tree and Plant. A place where young trees or other plants are raised for transplanting and/or for sale.

Offices. Quasi-commercial uses which may often be transitional between retail business and/or manufacturing and residential uses. Office business generally accommodates such occupations as administrative, executive, professional, accounting, clerical, drafting, etc. institutional offices of a charitable, philanthropic, financial, religious, or educational nature are also included in this classification.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools, tennis courts, and other recreational facilities that the Zoning Commission deems permissible. Streets, parking areas, structures for habitation, and the like shall not be included.

Orchards. An area of land devoted to the cultivation and sale of fruit trees and the sale of the fruit therefrom.

Parcel. An individual lot held under common ownership.

Parking Space, Off-Street. For the purpose of this Resolution, an off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or road or alley right-of-way.

Permanent Foundation. Means permanent masonry, concrete, or locally approved footing or foundation, to which a dwelling may be affixed.

Permitted Use. A use which is specifically authorized by these Zoning Regulations in a particular zoning district.

Personal Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch and clock repair, barber shops, beauty shops and similar activities.

Planned Unit Development. An area of land in which a variety of housing types and subordinate commercial and industrial facilities are accommodated in a pre-planned environment under more flexible standards, such as lot sizes and setbacks, than those restrictions that would normally apply under these regulations. The procedure for approval of such development contains requirements in addition to those of the standard subdivision, such as building design, principles and landscaping plans.

Pond. A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout, or a combination of both. Ponds constructed by the first method are referred to as embankment ponds, and those constructed by the second method are referred to as excavated ponds.

Printing and Publishing. Any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards, screen printing, and similar activities either for profit or non-profit.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants, or substations, water treatment plants or pumping stations, sewage disposal or pumping plants and other similar public service structures by a public utility, by a railroad, whether publicly or privately owned, or by a municipal or other governmental agency, including the furnishing of electrical, gas, rail transport, or communication.

Public Uses. Public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

Public Way: An alley, bridge, channel, ditch, easement, expressway, freeway, highway, land, road, sidewalk, street walk, bicycle path; or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Quasi-public use. Churches, and other facilities of an educational, religious, spiritual, charitable, philanthropic, or non-profit nature.

Recreation, Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, bowling alleys, swimming pools, tourist attractions, wedding/event venues, etc.

Recreation, Non-Commercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for non-profit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicular type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, truck camper, and motor home.

- a. **Travel Trailer/House Vehicle.** A nonself-propelled recreational vehicle that does not exceed an overall length of forty feet, exclusive of bumper and tongue or coupling. "Travel trailer" includes a tent-type fold-out camping trailer.
- b. **Truck Camper.** A nonself-propelled recreational vehicle that does not have wheels for road use and is designed to be placed upon and attached to a motor vehicle. "Truck camper" does not include truck covers that consist of walls and a roof, but do not have floors and facilities enabling them to be used as a dwelling.
- c. **Motor Home.** A self-propelled recreational vehicle that has no fifth wheel and is constructed with permanently installed facilities for cold storage, cooking, and consuming of food, and for sleeping.

Recreational Vehicle Park. Pursuant to ORC 3729.01(S), Recreational Vehicle Park means any tract of land used for parking five or more self-contained recreational vehicles and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the park facilities and any tract of land that is subdivided for lease or other contract of the individual lots for the express or implied purpose of placing self-contained recreational vehicles for recreation,

vacation, or business purposes. “Recreational Vehicle Park” does not include any tract of land used solely for the storage or display of self-contained recreational vehicles, solely as a temporary park-camp, or solely as a manufactured home park.

Recreational Vehicle Site. A plot of ground within a recreational vehicle park intended for the accommodation of either a recreational vehicle, tent, or other individual camping unit on a temporary basis.

Refuse. Refuse shall mean combustible and noncombustible waste materials.

Residential, Very Low Density. Refers to farm housing units and isolated residential developments not requiring a major plat under the County’s Subdivision Regulations. (A major plat consists of 6 or more lots).

Residential, Low Density. Land to be utilized and industrialized for single-family housing units, including public housing, not to exceed four (4) families per acre.

Residential, Medium Density. Land to be used for single- and multi-family housing units including public and industrialized housing and permanent or mobile units, not to exceed eight (8) families per acre.

Residence, Multi-Family or High Density. Land to be used for housing structures having two or more dwelling units per structure including public and industrialized housing, not to exceed sixteen (16) families per acre.

Right-of-Way. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting, and drainage facilities, and may include special features required by the topography of treatment (such as grade separation, landscaped areas, viaducts, and bridges).

Rubbish/Trash. Combustible and noncombustible waste materials; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Sanitary Landfill. Means a land disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily.

Screening. To provide privacy of adjoining uses, including masonry walls, solid preservatively treated wood, chain link with solid slats, or landscaped with grass and closely planted shrubs or other evergreen plants.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs.

Semitrailer/Shipping Containers. A vehicle designed or used for carrying persons or property with another and separate motor vehicle, so that in operation, a part of its own weight or that of its load, or both, rests upon and is carried by another vehicle.

Setback Line. A line established by the Zoning Resolution generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in said code.

Setback Line, Front. Determined from the edge of the road right-of-way.

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. **Sign, On-Premises.** Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. **Sign, Off-Premises (Billboard).** Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located. Billboards are considered off-premise signs.
3. **Sign Illuminated.** Any sign illuminated by electricity, gas or other artificial light including reflection or phosphorescent light.
4. **Sign, Lighting Device.** Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
5. **Sign, Ground.** Means a display sign supported by uprights or braces in or upon the ground surface.
6. **Sign, Marquee.** Means a display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
7. **Sign, Outdoor Advertising Structure.** See **Sign, Off Premises (Billboard).**
8. **Sign, Pole.** Means any sign which is erected on a pole or poles, which is wholly or partially independent of any building for support.
9. **Sign, Portable.** A sign which is designed to be easily moveable.
10. **Sign, Projecting.** Means a display sign which is attached directly to the building wall and which extends more than fifteen inches from the face of the wall.
11. **Sign, Roof.** Means a display sign which is erected, constructed and maintained above the roof of the building.
12. **Sign, Temporary.** Means a display sign, banner or other advertising device constructed on cloth, canvas, fabric or other light temporary material, with or without a structural frame,

intended for a limited period of display, including decorative displays for holidays or public demonstrations.

13. Sign, Wall. Means a display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Solar energy related definitions:

- a) **Accessory Solar Energy**: A solar collection system consisting of one or more roof/building mounted, ground/pole mounted, and/or other structure mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- b) **Principal Solar Energy Production Facility**: An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more roof/building mounted, ground/pole mounted, and/or other structure mounted solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.
- c) **Solar Energy Equipment**: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) **Solar Photovoltaic (PV)**: The technology that uses a semiconductor to convert light directly into electricity.
- e) **Clear Fall Zone (Solar Energy)**: An area surrounding a ground/pole mounted or other structure mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure’s failure that shall remain unobstructed and confined within the property lines of the lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the lot and will not intrude onto a neighboring property.
- f) **Small Solar Facility**: Pursuant to ORC 519.213 (A) (2), “Small Solar Facility” means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.
- g) **Community Solar**: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, “Community Solar” is considered to be a “Principal Solar Energy Production Facility”.

Solid Wastes. Pursuant to ORC 3734.01(E) “Solid Wastes” means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste

materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from the combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, nontoxic, nonhazardous, unwanted fired and unfired, glazed and unglazed, structural products made from shale and clay products, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and noncombustible material, street dirt, and debris. "Solid wastes" does not include any material that is an infectious waste or a hazardous waste.

Storage Facility. A building used primarily for the holding of goods and merchandise.

Storage Facility, Personal. A building or group of buildings in a controlled access compound that contains equal or varying sizes of individual compartmentalized, and controlled access stalls or lockers for the storage of residential customers' goods or wares.

Story: That part of a building between the surface of a floor and the ceiling immediately above.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, and billboards.

Subdivision:

1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two or more parcels, sites, or lots, any one of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners where such sale or exchange does not create additional building sites, shall be exempted; or
2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants, or lease holders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other public facilities.

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.

Swimming Pool. Any structure intended for swimming or recreational bathing that contains water over twenty-four (24) inches deep. This includes above-ground/on-ground pools, hot tubs, in-ground pools, residential pools, spa (portable and nonportable), and portable swimming pools.

1. **Private.** Exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; and accessory use.
2. **Community.** Operated with a charge for admission; a primary use.

Swimming Pool, Barrier. A fence, wall, building wall (including the wall of an above-ground swimming pool), or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Telecommunication Tower. Any structure with radio frequency transmission or reception equipment attached that is free standing or is to be connected to a building or other structure. A telecommunication tower shall meet all of the following conditions:

1. It is constructed on or after October 31, 1996;
2. It is owned or principally used by a public utility engaged in the provision of telecommunication services;
3. It is a free standing structure or is attached to another building or structure and is higher than the maximum allowable height permitted in the zoning district in which it is located.

Temporary Park-Camp. Pursuant to ORC 3729.01(V) “Temporary Park-Camp” means any tract of land used for a period not to exceed a total of twenty one days per calendar year for the purpose of parking five or more recreational vehicles, dependent recreational vehicles, or portable camping units, or any combination thereof, for one or more periods of time that do not exceed seven consecutive days or parts thereof.

Thoroughfare, Street or Road. The full width between property lines bounding every public way or whatever nature with a part thereof to be used for vehicular traffic and designated as follows:

1. Alley. A minor street used primarily for vehicular service access to the back or side of properties abutting on another street.
2. Arterial Street. A general term denoting a highway primarily for through traffic, carrying heavy loads and large volume of traffic, usually on a continuous route.
3. Collector Street. A thoroughfare, whether within a residential, industrial, commercial, or other type of development, which primarily carries traffic from local streets to arterial streets, including the principal entrance and circulation routes within residential subdivisions.
4. Cul-de-Sac. A local street of relatively short length with one (1) end open to traffic and the other end terminating in a vehicular turnaround.
5. Dead-end Street. A street temporarily having only one (1) outlet for vehicular traffic and intended to be extended or continued in the future.
6. Local Street. A street primarily for providing access to residential or other abutting property.
7. Loop Street. A type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the one-hundred-eighty (180) degree system of turns are not more than one-thousand (1,000) feet from said arterial or collector street, nor normally more than six-hundred (600) feet from each other.
8. Marginal Access Street. A local or collector street, parallel and adjacent to an arterial or collector street, providing access to abutting properties and protection from arterial or collector streets. (Also called Frontage Street.)

Townhouse. A dwelling unit occupying all or part of a floor or floors in a building of one or more floors or stories but not the entire building, except in those condominium projects in which one of several buildings may contain only one townhouse.

Toxic or Hazardous Material. Means any substance or mixture by physical characteristic such as flammability, corrosivity, toxicity, reactivity, or infectious characteristics as to pose, a significant or

potential hazard to water supplies or human health if such substances were discharged to land or waters of the community or township.

Transient Lodgings. A building in which lodging or boarding and lodging are provided and offered to the public for compensation. As such, it is open to the public in contradistinction to a boarding house, rooming house, lodging house, or dormitory which is herein desperately defined. Examples include: hotel, motel, apartment hotel, bed-and-breakfast, and short term rental (such as Air BnB and VRBO).

Transport Terminals. Any business, structure or premise which primarily received or distributes goods.

Transportation, Director of. The Director of the Ohio Department of Transportation.

Use. The specific purposes for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, Accessory or Accessory Structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Use, Permitted. A use which is specifically authorized by these Zoning Regulations in a particular zoning district.

Use, Temporary. A use that is authorized by this code to be conducted for a fixed period of time. Temporary uses are characterized by such activities as the sale of agricultural products, contractors' offices and equipment sheds, fireworks, carnivals, flea markets, and garage sales.

Variance. A variance is a modification of the strict terms of the relevant regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardships.

Veterinary Animal Hospital or Clinic. A place used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

Vicinity Map: A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better location and orient the area in question.

Walkway: A public way, four (4) feet or more in width, for pedestrian use only, whether along the side of a road or not.

Wind energy related definitions:

- a) **Accessory Structures:** Structures such as sheds, storage sheds, pool houses, unattached garages, and barns.
- b) **Anemometer:** An instrument that measures the force and direction of the wind.
- c) **Clear Fall Zone:** An area surrounding the wind turbine unit into which the turbine and -or turbine components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing turbine failure that shall remain unobstructed and confined within the property lines of the primary parcel where the turbine is located. The purpose of the zone being that if the turbine should fall or otherwise become damaged, the falling structure will be confined to the primary parcel.
- d) **Cowling:** A streamlined removable cover that encloses the turbine's nacelle.
- e) **Decibel:** A unit of relative loudness equal to ten times the common logarithm of the ratio of two readings. For sound, the decibel scale runs from zero for the least perceptible sound to 130 for sound that causes pain.
- f) **Nacelle:** Sits atop the tower and contains the essential mechanical components of the turbine to which the rotor is attached.
- g) **Primary Structure.** For each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary structures include structures such as residences, commercial buildings, hospitals, and day care facilities. Primary structures exclude structures such as hunting sheds, storage sheds, pool houses, unattached garages, and barns.
- h) **Professional Engineer.** A qualified individual who is licensed as a Professional Engineer in the State of Ohio.
- i) **Megawatt (MW):** A unit of power, equal to one million watts.
- j) **Small Wind Project:** Any wind project less than 5MW which includes the wind turbine generator and anemometer.
- k) **Wind Power Turbine Owner.** The person or persons who owns the Wind Turbine structure.
- l) **Wind Power Turbine Tower.** The support structure to which the turbine and rotor are attached.
- m) **Wind Power Turbine Tower Height.** The distance from the rotor blade at its highest point to the top surface of the ground at the Wind Power Generating Facility (WPGF) foundation.

Wholesale and Warehouse. Business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three (3) feet above the general ground level of the graded lot upward; provided, however, that accessories, ornaments, and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

1. **Yard, Front.** A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.
2. **Yard, Rear.** A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
3. **Yard, Side.** A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Zoning Permit. A document issued by the zoning inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

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ARTICLE III ENFORCEMENT

Section 300 Zoning Permits Required. No building, or other structure, shall be erected, moved, added to, structurally altered, nor shall any building, structure or land be established or changed in use without a permit thereof, issued by the Zoning Inspector. Zoning permits shall be issued only in conformity with the provisions of this Resolution unless the Zoning Inspector receives a written order from the Board of Zoning Appeals deciding an appeal, conditional use, or variance as provided by this Resolution.

Section 301 Contents of Application for Zoning Permit. The application for zoning permit shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. Each application shall clearly state that the permit shall expire and may be revoked if work has not begun within one (1) year or substantially completed within two and one-half (2 ½) years. At a minimum, the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property
3. Existing use;
4. Proposed use;
5. Zoning district;
6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces or loading berths;
9. Number of dwelling units;
10. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution.

Section 302 Approval of Zoning Permit. Within thirty (30) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provisions of this Resolution. All zoning permits shall, however, be conditional upon the commencement of work within one (1) year. One copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked, such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a permit, to be posted in a conspicuous place on the property in question, attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution.

Section 303 Submission to Director of Transportation. Before any zoning permit is issued affecting any land within three-hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification within a radius of five-hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that they shall not issue a zoning permit for one-hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that they shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning permit. If the Director of Transportation notifies the Zoning Inspector that

acquisition at this time is not in the public interest or upon the expiration of the one-hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this Resolution issue the zoning permit.

Section 304 Expiration of Zoning Permit. If the work described in any zoning permit has not begun within one (1) year from the date of issuance thereof, said permit shall expire; it shall be given to the persons affected. If the work described in any zoning permit has not been substantially completed within two and one-half (2 ½) years of the date of issuance thereof, said permit shall expire and be revoked by the Zoning Inspector, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new zoning permit has been obtained or extension granted. Extensions, if granted, shall be in six months increments, not to exceed one and one-half years.

Section 312 Record of Zoning Permits. The Zoning Inspector shall maintain a record of all zoning permits and copies shall be furnished upon request to any person.

Section 320 Failure to Obtain a Zoning Permit. Failure to obtain a zoning shall be a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 330 Construction And Uses To Be As Provided In Applications, Plans, and Permits. Zoning permits issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of this Resolution and punishable as provided in Section 350 of this Resolution.

Section 340 Complaints Regarding Violations. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector. The Zoning Inspector shall record properly such complaint, immediately investigate and take action thereon as provided by this Resolution.

Section 350 Penalties for Violation. Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violations of conditions and safeguards established in various sections of this Resolution shall constitute a minor misdemeanor. Any person who violates this Resolution or fails to comply with any of its requirements shall upon conviction thereof be fined not more than one-hundred (100) dollars and in addition shall pay all costs and expenses involved in the case. Such sum may be recovered in a court of jurisdiction in the County by the legal representative of the township, in the name of the township and for the use thereof. Each day such violation continues after receipt of a violation notice, shall be considered a separate offense. The owner or tenant of any building structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Board of Township Trustees from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 360 Schedule of Fees, Charges, and Expenses. The Board of Township Trustees shall by Resolution establish a schedule of fees, charges, and expenses and a collection procedure for zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, and other matters pertaining to the administration and enforcement of this Resolution requiring investigation, inspections, legal advertising, postage, and other expenses. The schedule of fees shall be posted in the office of the Township Trustees, and may be altered or amended only by the Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

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ARTICLE IV NON-CONFORMITIES

Section 400 Intent. Within the districts established by this Resolution or future amendments that may later be adopted there exists lots, uses of land, structures, and uses of structures and land in combination which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendments. It is the intent of this Resolution to permit these non-conformities to continue until they are removed or discontinued. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Section 410 Incompatibility of Non-Conformities. Non-conformities are declared by this Resolution to be incompatible with permitted uses in the districts in which such use is located. A non-conforming use of a structure, a non-conforming use of land, or a non-conforming use of a structure and land in combination shall not be extended or enlarged after passage of this Resolution by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be generally prohibited in the district in which such use is located.

Section 420 Avoidance of Undue Hardship. To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction, was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fasted in a permanent manner. Where demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such demolition or the removal shall be deemed to be actual construction, provided that the work shall be carried out diligently.

Section 430 Single Non-Conforming Lots of Record. In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at effective date of adoption or amendment of this Resolution notwithstanding limitations imposed by other provisions of this Resolution. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variances of requirements listed in Article 9 and 10 of this Resolution other than lot area or lot width shall be obtained only through action of the Board of Zoning Appeals as provided in Article V.

Section 431 Non-Conforming Lots of Record in Combination. If two or more lots or a combination of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Resolution and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this Resolution and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Resolution, nor shall any division of any parcel be made which creates a lot with a width or area below the requirements stated in this Resolution.

Section 440 Non-Conforming Uses of Land. Where, at the time of adoption of this Resolution lawful uses of land exist which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided:

1. No such non-conforming uses shall be enlarged or increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming uses shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such uses at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land.

Section 450 Non-Conforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this Resolution by reason of restrictions on area, lot coverage, height, yards, its location on the lot, bulk, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity;
2. Should such non-conforming structure or non-conforming portion of structure be destroyed by fire or an Act of God, it may after approval by the Board of Zoning Appeals, be reconstructed as it previously existed. All remaining debris shall be cleared away and disposed of properly within two (2) months of the time of destruction.
3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

Section 460 Non-Conforming Uses of Structures or of Structures and Land in Combination. If a lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located;
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution; but not such use shall be extended to occupy any land outside such building;
3. If no structural alterations are made, any non-conforming use of a structure or structure and land, may upon appeal to the Board of Zoning Appeals, be changed to another non-conforming use provided that the Board of Zoning Appeals shall find that the proposed use

is equally appropriate or more appropriate to the district than the existing non-conforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards in accord with other provisions of this Resolution;

4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the non-conforming use may not thereafter be resumed;
5. When a non-conforming use of a structure, or structure and land in combination is discontinued or abandoned for more than two (2) years (except when government action impedes access to the premises), the structure or structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located;
6. Where non-conforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the non-conforming status of the land except as stated in Section 450 paragraph 2.

Section 470 Repairs and Maintenance. On any non-conforming structure or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, provided that the cubic content existing when it became non-conforming shall not be increased. Nothing in this section shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Section 480 Uses Under Conditional Use Provisions Not Non-Conforming Uses. Any use which is permitted as a conditional use in a district under the terms of this Resolution shall not be deemed a non-conforming use in such district, but shall without further action be considered a conforming use.

ARTICLE V ADMINISTRATION

Section 500 Office of Zoning Inspector Created. A Zoning Inspector designated by the Board of Township Trustees shall administer and enforce this Resolution. The inspector may be provided with the assistance of such other persons as the Trustees may direct.

Section 501 Duties of the Zoning Inspector. For the purpose of this Resolution, the Zoning Inspector shall have the following duties:

1. Upon finding that any of the provisions of this Resolution are being violated, they shall notify in writing the person responsible for such violation(s), ordering the action necessary to correct such violation;
2. Order discontinuance of illegal uses of land, buildings, or structures;
3. Order removal of illegal buildings or structures or illegal additions or structural alterations;
4. Order discontinuance of any illegal work being done;
5. Take any other action authorized by this Resolution to ensure compliance with or to prevent violation(s) of this Resolution. This may include the issuance of and action on zoning and certificate of occupancy permits and such similar administrative duties as are permissible under the law.

Section 510 Zoning Commission Composition. Pursuant to ORC 519.04, The Zoning Commission shall be composed of five (5) members who reside in the unincorporated area of the township, to be appointed by the Board of Township Trustees. The Board of Township Trustees may appoint two (2) alternate members to the Zoning Commission, for terms to be determined by the Board of Township Trustees. An alternate member shall take the place of an absent regular member at any meeting of the Zoning Commission, according to procedures prescribed by resolution by the Board of Township Trustees. An alternate member shall meet the same appointment criteria as a regular member. When attending a meeting on behalf of an absent member, the alternate member may vote on any matter on which the absent member is authorized to vote. The terms of the regular members shall be of such length and so arranged that the term of one (1) member will expire each year. Each regular or alternate member shall serve until the member's successor is appointed and qualified.

Section 511 Proceedings of Zoning Commission. The Commission shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Commission may determine. All meetings shall be open to the public. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission.

Section 511 Duties of Zoning Commission. For the purposes of this Resolution the Commission shall have the following duties:

1. Initiate proposed amendments to this Resolution;
2. Review all proposed amendments to this Resolution;

Section 520 Board of Zoning Appeals Created. A Board of Zoning Appeals is hereby created, which shall consist of five (5) members to be appointed by the Board of Township Trustees each for a term of five (5) years, except that the initial appointments shall be one (1), two (2), three (3), four

(4), and five (5) year terms. Each member shall be a resident of the township. Members of the Board may be removed from office by the Trustees for cause upon written charges and after public hearing. Vacancies shall be filled by appointment by the Trustees for the unexpired term of the member affected.

Section 521 Proceedings of the Board of Zoning Appeals. The Board shall adopt rules necessary to the conduct of its affairs in keeping with the provisions of this Resolution. Meetings shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

Section 522 Duties of the Board of Zoning Appeals. In exercising its duties, the Board may, as long as such action is in conformity with the terms of this Resolution, reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Zoning Inspector from whom the appeal is taken. A concurring vote of at least three (3) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution or to effect any variation in the application of this Resolution. For the purpose of this Resolution the Board has the following specific responsibilities:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the Zoning Inspector.
2. To authorize such variances from the terms of this Resolution as will not be contrary to the public interest, where, owing to the special conditions, a literal enforcement of this Resolution will result in unnecessary hardship, and so that the spirit of this Resolution shall be observed and substantial justice done;
3. To grant conditional use permits as specified in the Official Schedule of District Regulations and under the conditions specified in Article 9 and such additional safeguards as will uphold the intent of this Resolution.

Section 530 Duties of Zoning Inspector, Board of Zoning Appeals, Legislative Authority and Courts on Matters of Appeal. It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector, and that such questions shall be presented to the Board only on appeal from the decision of the Zoning Inspector, and that recourse from the decisions of the Board shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this Resolution. Under this Resolution the Township Trustees shall have only the duties of considering and adopting or rejecting proposed amendments or the repeal of this Resolution as provided by law; and of establishing a schedule of fees and charges as stated in Section 360 of this Resolution. Nothing in this Resolution shall be interpreted to prevent any official of the Township from appealing a decision of the Board to the courts as provided in the Ohio Revised Code. Any such appeal shall be made within ten (10) days of the Board's written decision.

Section 540 Procedure and Requirements for Appeals and Variances. Appeals and variances shall conform to the procedures and requirements of Section 541-549, inclusive, of this Resolution. As specified in Section 522, the Board of Zoning Appeals has appellate jurisdiction relative to appeals and variances.

Section 541 Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be taken by any person aggrieved or by any officer or bureau of the legislative authority of the Township affected by any decision of the Zoning Inspector. Such appeal shall be taken within twenty (20) days after the decision by filing, with the Zoning Inspector and with the Board of Zoning Appeals, a notice of appeal specifying the grounds upon which the appeal is being taken. The Zoning Inspector shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.

Section 542 Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Inspector from whom the appeal is taken certifies to the Board of Zoning Appeals after the notice of appeal is filed with them that by reason of facts stated in the application, a stay would in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notice to the zoning Inspector from whom the appeal is taken on the cause shown.

Section 543 Variances. The Board of Zoning Appeals may authorize upon appeal in specific cases such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in unnecessary hardship. No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted or non-conforming use of lands, structures, or buildings in other districts shall be considered grounds for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this Resolution would result in unnecessary hardship.

Section 544 Application and Standards for Variances. A variance from the terms of this Resolution shall not be granted by the Board of zoning Appeals unless and until a written application for a variance is submitted to the Zoning Inspector and the Board of Zoning Appeals containing:

1. Name, address, and telephone number of applicants;
2. Legal description of property;
3. Description or nature of variance requested;
4. A narrative statement demonstrating that the requested variance conforms to the following standards;
 - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - b. That a literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
 - c. That special conditions and circumstances do not result from the actions of the applicant;

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district.

A variance shall not be granted unless the Board makes specific findings of fact based directly on the particular evidence presented to it, which support conclusions that the standards and conditions imposed by subsection 4 of this section have been met by the applicant.

Section 545 Supplementary Conditions and Safeguards. In granting any appeal or variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 546 Public Hearing by the Board of Zoning Appeals. The Board of Zoning Appeals shall hold a public hearing within twenty (20) days after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

Section 547 Notice of Public Hearing in Newspaper. Before holding the public hearing required in Section 546, notice of such hearing shall be given in one newspaper of general circulation in the township at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the public hearing, and the nature of the proposed appeal or variance.

Section 548 Notice to Parties in Interest. Before holding the public hearing required in Section 546, written notice of such hearing shall be mailed by the chairman of the Board of Zoning Appeals, by first class mail, at least ten (10) days before the day of the hearing to all parties in interest. Parties of interest shall include, but not be limited to, property owners contiguous to and directly across the road (street) from the property concerned. The notice shall contain the same information as required of notices published in newspapers as specified in Section 547.

Section 549 Action by Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 547, the Board of Zoning Appeals shall either approve, approve with supplementary conditions as specified in Section 545, or disapprove the request for appeal or variance. The Board of Zoning Appeals shall further make a finding that the reasons set forth in the application justify the granting of the variance that will make possible a reasonable use of the land, building, or structure. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 560 Procedure and Requirements for Approval of Conditional Use Permits. Conditional uses shall conform to the procedures and requirements of Section 561-568, inclusive of this Resolution.

Section 561 General. It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of Article 9, shall follow the procedures and requirements set forth in Section 562 – 568, inclusive.

Section 562 Contents of Application for Conditional Use Permit. An application for a conditional use permit shall be filed with the Chairman of the Board of Zoning Appeals by at least one owner or lessee of property for which such conditional use is proposed. At a minimum the application shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use,
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining property; the effect of such elements as noise, odor and fumes on adjoining property; a discussion of the general compatibility with adjacent and other properties in the district.

Section 563 General Standards Applicable to all Conditional Uses. The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Official Schedule of District Regulations adopted by Section 910 for the zoning district involved;
2. Will be harmonious with and in accordance with the general objectives, or with any specific objective of the Township's comprehensive plan and/or Zoning Resolution.
3. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
4. Will not be hazardous or disturbing to existing or future neighboring uses;
5. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsibility for the establishment of the proposed use shall be able to provide adequately any such services;
6. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.

Section 565 Supplementary Conditions and Safeguards. In granting any conditional use, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use

is granted, shall be deemed a violation of this Resolution and punishable under Section 350 of this Resolution.

Section 566 Procedure for Hearing, Notice. Upon receipt of the application for a conditional use permit specified in Section 562 the Board shall hold a public hearing, publish notice in a newspaper, and give written notice all parties in interest according to the procedures specified in Section 546 through 548.

Section 567 Action by the Board of Zoning Appeals. Within thirty (30) days after the public hearing required in Section 66, the Board shall either approve, approve with supplementary conditions as specified in section 565, or disapprove the application as presented. if the application is approved or approved with modifications, the Board shall direct the zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval. If the application is disapproved by the Board, the applicant may seek relief through the Court of Common Pleas. Appeals from Board decisions shall be made in the manner specified in Section 530.

Section 568 Expiration of Conditional Use Permit. A conditional use permit shall be deemed to authorize only one particular conditional use and said permit shall automatically expire if, for any reason, the conditional use shall cease for more than two (2) years. Change of ownership shall have no affect on the validity of the conditional use.

PROPOSED

ARTICLE VI AMENDMENT

Section 600 Procedure for Amendment or District Changes. This resolution may be amended utilizing the procedures specified in ORC 519.12, as amended. That procedure is outlined in Sections 601-613 inclusive of this Resolution.

Section 601 General. Whenever the public necessity, convenience, general welfare, or good zoning practices require, the Board of Township Trustees may by Resolution, after receipt of recommendation thereon from the Zoning Commission, and subject to procedures provided by law, amend, supplement, change or repeal the regulations, restrictions, and boundaries or classification of property.

Section 602 Initiation of Zoning Amendments. Amendments to this Resolution may be initiated in one of the following ways:

1. By adoption of a motion by the Zoning Commission;
2. By adoption of a resolution by the Township Trustees;
3. By the filing of an application by at least one (1) owner or lessee of property within the area proposed to be changed or affected by said amendment.

Section 603 Contents of Application. Applications for amendments to the Official Zoning Map adopted as part of this Resolution by Section 700 shall contain at least the following information:

1. Name, address, and telephone number of the applicant;
2. Present use;
3. Present zoning district;
4. Proposed use;
5. Proposed zoning district;
6. A vicinity map at a scale approved by the Zoning Inspector showing property lines, thoroughfares, existing and proposed zoning, and such other items as the Zoning Inspector may require;
7. A list of all property owners and their addresses who are within, contiguous to, and directly across the road (street) from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten (10) parcels are to be rezoned;
8. A fee as established by the Township Trustees, according to Section 360.

Section 604 Transmittal to Zoning Commission. Immediately after the adoption of a resolution by the Township Trustees or the filing of an application by at least one (1) owner or lessee of property, said resolution or application shall be transmitted to the Zoning Commission. The Zoning Commission shall comply with all the requirements of Chapter 519.12 of the Ohio Revised Code.

Section 605 Transmittal to Regional Planning Commission. Within five (5) days, the Zoning Commission must also provide the Regional Planning Commission with copies of the resolution, motion, or application together with the text, map, and attachments pertaining to it, so that the Regional Planning Commission shall review the proposed change. The Regional Planning Commission shall recommend approval or denial of the proposed amendment or approval with

modifications. The recommendation shall be considered at the public hearing held by the Zoning Commission on the proposed amendment.

Section 606 Submission to Director of Transportation. Before any zoning amendment is approved effecting any land within three hundred (300) feet of the centerline of a proposed new highway or highway for which changes are proposed as described in the certification to local officials by the Director of Transportation, or within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway the Zoning Commission shall give notice, by registered mail or certified mail to the Director of Transportation. The Zoning Commission may proceed as required by law, however, the Township Trustees shall not approve the amendment for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Trustees that they shall proceed to acquire the land needed, then the Trustees shall refuse to approve the rezoning. If the Director of Transportation notifies the Trustees that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Trustees shall proceed as required by law.

Section 607 Public Hearing by Zoning Commission. Upon the adoption of a motion by the township zoning commission, the certification of a resolution by the board of township trustees to the commission, or the filing of an application by property owners or lessees as described in Section 602 of this Resolution with the Commission, the Commission shall set a date for a public hearing, which date shall not be less than twenty (20) nor more than forty (40) days from the date of the certification of such a resolution, the date of adoption of such a motion, or the date of the filing of such an application.

Section 608 Notice of Public Hearing. Before holding the public hearing provided in Section 607, notice of such hearing shall be given by the Commission in at least one (1) publication in one (1) or more newspapers of general circulation in the Township. Said notice shall be published at least ten (10) days before the date of the required hearing. If the proposed amendment intends to rezone or redistrict ten (10) or fewer parcels of land, as listed on the county auditor's current tax list, written notice of the hearing shall be mailed by the Zoning Commission, by first class mail, at least ten (10) days before the date of the public hearing to all owners of property within and contiguous to and directly across the street from the area proposed to be rezoned or redistricted to the addresses of those owners appearing on the County Auditor's current tax list. The published and mailed notices shall set forth the time, date, and place of the public hearing and include all of the following:

1. The name of the township zoning commission that will be conducting the hearing;
2. A statement indicating that the motion, resolution, or application is an amendment to the zoning resolution;
3. A list of the addresses of all properties to be rezoned or redistricted by the proposed amendment and of the names of owners of those properties, as they appear on the County Auditor's current tax list;
4. The present zoning classification of property named in the proposed amendment and the proposed zoning classification of that property;
5. The time and place where the motion, resolution, or application proposing to amend the zoning resolution will be available for examination for a period of at least ten days prior to the hearing;

6. The name of the person responsible for giving notice of the hearing by publication, by mail, or by both publication and mail;
7. A statement that, after the conclusion of the hearing, the matter will be submitted to the board of township trustees for its action;
8. Any other information requested by the commission.

If the proposed amendment alters the text of the zoning resolution, or rezones or redistricts more than ten parcels of land as listed on the County Auditor's current tax list, the published notice shall set forth the time, date, and place of the public hearing and include all of the following:

1. The name of the township zoning commission that will be conducting the hearing on the proposed amendment;
2. A statement indicating that the motion, application, or resolution is an amendment to the zoning resolution;
3. The time and place where the text and maps of the proposed amendment will be available for examination for a period of at least ten days prior to the hearing;
4. The name of the person responsible for giving notice of the hearing by publication;
5. A statement that, after the conclusion of the hearing, the matter will be submitted to the Board of Township Trustees for its action;
6. Any other information requested by the commission.

Section 609 Recommendation by Zoning Commission. Within thirty (30) days of their public hearing, the Zoning Commission (after advertised public hearing and complying with all the requirements of Chapter 519.12 of the Ohio Revised Code), shall transmit its recommendation to the Township Trustees. The Zoning Commission shall recommend the approval or denial of the proposed amendment, or the approval of some modification of it, and submit that recommendation together with the motion, application, or resolution involved, the text and map pertaining to the proposed amendment, and the recommendation of the regional planning commission on it to the Board of Township Trustees.

Section 610 Public Hearing by Township Trustees. Upon receipt of the recommendation from the Zoning Commission, the Township Trustees shall schedule a public hearing. Said hearing shall be not more than thirty (30) days from the receipt of the recommendation from the Zoning Commission.

Section 611 Notice of Public Hearing in Newspaper. Notice of the public hearing required in Section 610 shall be given by the Township Trustees by at least one (1) publication in one (1) or more newspapers of general circulation in the Township. Said notice shall be published at least ten (10) days before the date of the required hearing. If the proposed amendment intends to rezone or redistrict ten or fewer parcels of land as listed on the county auditor's current tax list, the published notice shall set forth the time, date, and place of the public hearing and include all of the following:

1. The name of the board of township trustees that will be conducting the hearing;
2. A statement indicating that the motion, application, or resolution is an amendment to the zoning resolution;
3. A list of the addresses of all properties to be rezoned or redistricted by the proposed amendment and of the names of owners of those properties, as they appear on the county auditor's current tax list;
4. The present zoning classification of property named in the proposed amendment and the proposed zoning classification of that property;

5. The time and place where the motion, application, or resolution proposing to amend the zoning resolution will be available for examination for a period of at least ten days prior to the hearing;
6. The name of the person responsible for giving notice of the hearing by publication, by mail, or by both publication and mail;
7. Any other information requested by the board.

If the proposed amendment alters the text of the zoning resolution, or rezones or redistricts more than ten parcels of land as listed on the county auditor's current tax list, the published notice shall set forth the time, date, and place of the public hearing and include all of the following:

1. The name of the board of township trustees that will be conducting the hearing on the proposed amendment;
2. A statement indicating that the motion, application, or resolution is an amendment to the zoning resolution;
3. The time and place where the text and maps of the proposed amendment will be available for examination for a period of at least ten days prior to the hearing;
4. The name of the person responsible for giving notice of the hearing by publication;
5. Any other information requested by the board.

Section 612 Action by Township Trustees. Within twenty (20) days after the public hearing required in Section 610, the Township Trustees shall either adopt or deny the recommendation of the Zoning Commission, or adopt some modification thereof. In the event the Trustees denies or modifies the recommendation of the Zoning Commission, it must do so by a majority vote.

Section 613 Effective Date and Referendum. Such amendment adopted by the Trustees shall become effective thirty (30) days after the date of adoption unless within thirty (30) days after the passage of the Resolution there is presented to the Fiscal Officer a petition signed by a number of qualified voters residing in the Township equal to not less than eight (8) per cent of the total vote cast in such area at the last preceding general election at which a Governor was elected, requesting the Trustees to submit the zoning amendment to the electors of the Township for approval or rejection at the next primary or general election. No amendment for which such referendum vote has been requested shall be put into effect unless a majority of the vote cast on the issue is in favor of the amendment. Upon certification by the Board of Elections that the amendment has been approved by the voters, it shall take immediate effect. This shall comply with all of the requirements of Section 519.12 of the Ohio Revised Code.

ARTICLE VII PROVISIONS FOR OFFICIAL ZONING MAP

Section 700 Official Zoning Map. The districts established in Article 8 of this Resolution as shown on the Official Zoning Map which, together with all explanatory matter thereon, are hereby adopted as part of this Resolution.

Section 710 Identification of the Official Zoning Map. The Official Zoning Map shall be identified by the signature of the chairman of the Board of Township Trustees and attested to by the Fiscal Officer.

Section 720 Interpretation of District Boundaries. Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated as approximately following the center lines of thoroughfares or highways, street lines, or highway right-of-way lines, such center lines, street lines, or highway right-of-way lines shall be construed to be such boundaries;
2. Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be such boundaries;
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines or right-of-way lines of highways, such district boundaries shall be construed as being parallel thereto and at such distance therefrom as indicated on the Official Zoning Map. If no distance is given, such dimensions shall be determined by the use of the scale shown on the Zoning Map.
4. Where the boundary of a district follows a rail-road line, such boundary shall be deemed to be located in the middle of the main tracks of said railroad line; and
5. Where the boundary of a district follows a stream, lake, or other body of water, said boundary line shall be deemed to be at the limit of the jurisdiction of the Township, unless otherwise indicated.

Section 730 Replacement of the Official Zoning Map. In the event the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the Township Trustees may by resolution adopt a new map which shall supersede the prior map . The new map may correct drafting errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the chairman of the Trustees, attested to by the Township Fiscal Officer, and bearing the following words: This is to certify that this Official zoning Map supersedes and replaces the Official Zoning Map adopted _____ (date) _____ as part of the Zoning Resolution of Bloomfield Township, Logan County, Ohio.

ARTICLE VIII ESTABLISHMENT AND PURPOSE OF DISTRICTS

Section 800 Intent. The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1). The purpose of the U-1 District is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots). Some residential, commercial and industrial development may be permitted as conditional uses under Section 560. On-site water and sewer facilities are permitted, provided such facilities comply with the County Health District regulations. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 820 Low Density Residential District (R-1). The purpose of the R-1 District is to provide land for single family dwelling units not to exceed four (4) dwelling units per acre with a central sewerage system. This district shall also include land that is subdivided which requires a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 850 Service Business District (B-1). The purpose of the B-1 District is to provide land for sales, service and repair establishments which require highway orientation or larger tracts of land not normally found in local business areas. A variety of convenience and shopping-type activities may be available in addition to service businesses. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 860 Local Business District (B-2). The purpose of the B-2 District is to provide land for retail and service businesses offering shopping and convenience-type goods and services. A variety of convenience and shopping-type activities may be available in addition to service businesses. Specific permitted and Conditional Uses are listed on the Official Schedule of District Regulations

Section 880 Light Manufacturing District (M-1). The purpose of the M-1 District is to provide land for manufacturing or industrial type facilities which are relatively clean, quiet and free of objectionable elements such as noise, odor, dust, smoke, etc.; operate mostly within enclosed structures; and do not generate as much traffic as would be found in a heavy manufacturing district. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 890 Heavy Manufacturing District (M-2). The purpose of this District is to provide land for major manufacturing, processing, storage, warehousing, mineral extraction, research and testing facilities, and similar operations. These activities may require large sites, extensive community services, have large, open storage and service areas, and generate greater industrial traffic than in the M-1 District. Specific Permitted and Conditional uses are listed on the Official Schedule of District Regulations.

ARTICLE IX DISTRICT REGULATIONS

Section 900 Compliance with Regulations. The regulations for each district set forth by this Resolution shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided; or as otherwise granted by the Board of Zoning Appeals.

1. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.
2. No building or other structure shall be erected or altered:
 - a. To provide for greater height or bulk;
 - b. To accommodate or house a greater number of families;
 - c. To occupy a greater percentage of lot area;
 - d. To have narrower or smaller rear yards, front yards, side yards, or other open spaces.
3. No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements set forth herein.

Section 910 Official Schedule of District Regulations Adopted. District regulations shall be as set forth in the Official Schedule of District Regulations hereby adopted and declared to be a part of this Resolution and in Article 10 of this Resolution, "Supplementary District Regulations." Regulations for Mobile Home Parks shall be those specified in Article 13.

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS		
ZONING DISTRICTS	PERMITTED USES	CONDITIONAL USES
<i>(Symbols as used on the official zoning map)</i>	<i>(Accessory uses and essential services are included)</i>	<i>(Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)</i>
1	2	3
U-1 RURAL UNDEVELOPED	Agriculture; Animal Hospital; Clinic; Kennel; Non-Commercial Recreation; Public & Quasi-Public Uses; Single Family Dwelling;	Agritourism; Bed & Breakfast; Cemetery; Commercial Recreation; Home Occupation; Manufactured and/or Mobile Homes individually; Public Serve Facility; Signs & Advertising Structures;
R-1 LOW DENSITY RESIDENTIAL	Agriculture; Child Day Care; Non-commercial recreation; Public & Quasi-Public Uses; Single Family Dwelling;	Agritourism; Home Occupation; Multi-Family Dwelling; Manufactured and/or Mobile Homes individually; Nursing Home; Telecommunication Tower;
B-1 SERVICE BUSINESS	Animal Hospital; Auto Repair; Auto Sales; Service Business; Automotive Service Station; Clinic; Club; Commercial & Non-Commercial Recreation; Drive-In business; Public & Quasi-Public Uses;	Agritourism; Home Occupation; Offices; Printing & Publishing; Public Service Facility; Retail Business; Single Family Dwelling*; Signs & Advertising Structures; Transient Lodgings;
B-2 LOCAL BUSINESS	Child Day Care; Convenience-Type Retail Business; Eating & Drinking Establishments; Non-Commercial Recreation; Offices; Personal Services; Public & Quasi-Public Uses;	Agritourism; Commercial Recreation; Printing & Publishing; Service Business; Shopping-Type Retail Business;
M-1 LIGHT MANUFACTURING	Auto Repair; Light Manufacturing & Related Offices; Public Service Facility; Public & Quasi-Public Service Business; Use;	Adult Entertainment; Agritourism; Manufactured and/or Mobile Home Individually*; Motor Vehicle Salvage Facility; Printing & Publishing; Personal Storage Facilities; Single Family Dwelling*; Signs & Advertising Structures; Transport Terminals; Wholesale & Warehousing;
M-2 HEAVY MANUFACTURING	Food Processing; Heavy Manufacturing & Related Offices; Printing & Publishing; Public & Quasi-Public Use; Transport Terminals; Wholesale & Warehousing;	Agritourism; Junk Storage & Sales; Light Manufacturing & Related Offices; Mineral Extraction; Motor Vehicle Salvage Facility; Public Service Facility; Signs & Advertising Structures; Supply Yard;

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS				
MINIMUM LOT SIZE EXCLUDING STREET (ROAD) RIGHT-OF-WAY				
	With On-Site Sewage Treatment	With Group or Central Sewage Treatment	Lot Frontage/Width	Depth:Width Ratio
	<i>Square feet per household</i>		<i>feet</i>	
	5	6	7	8
U-1	87,120	87,120	150	4:1 [#]
R-1	87,120	21,780	150 (80)	4:1 [#]
B-1	87,120	21,780	150 (80)	4:1 [#]
B-2	87,120	21,780	150 (80)	4:1 [#]
M-1	108,900	43,560	150 (100)	4:1 [#]
M-2	217,800	43,560	150 (100)	4:1 [#]

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS											
	MAXIMUM % OF LOT TO BE OCCUPIED	MINIMUM FLOOR AREA	MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS		MINIMUM YARD DIMENSIONS				ACCESSORY BUILDINGS		
			Stories	Feet	(feet)			(feet)			
					Front	Side Yards		Rear	Maximum height	Minimum Distance To	
	<i>(Principal and accessory buildings)</i>	<i>Square feet</i>				<i>One side yard</i>	<i>Sum of side yards</i>			<i>Side lot line</i>	<i>Rear lot line</i>
	9	10	11	12	13	14	15	16	17	18	19
U-1	35%	800	2.5	35	50	5	10	5	35	5	5
R-1	35%	800	2.5	35	35	5	10	5	35	5	5
B-1	35%	None	3	40	50	none	none	30	40	none	none
B-2	50%	None	2	30	30	none	none	30	30	none	none
M-1	40%	None	4	50	50	10	30	40	50	5	10
M-2	50%	none	4	50	80	20	50	50	50	10	20

Numbers in () are measurements for lots with group or central sewage treatment.

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS				
	MINIMUM (MANDATORY) OFF-STREET PARKING SPACE	MINIMUM (MANDATORY) OFF-STREET LOADING SPACE	SIGNS PERMITTED	OTHER PROVISIONS AND REQUIREMENTS
				<i>(Supplementary regulations, prohibitions, notes, etc.)</i>
	20	21	22	23
U-1	See Article XI	See Article XI	See Article XII	#Lots of more than 5 acres exempt
R-1	See Article XI	See Article XI	See Article XII	#Lots of more than 5 acres exempt
B-1	See Article XI	See Article XI	See Article XII	*For residential uses, refer to R-1 Regulations; #Lots of more than 5 acres exempt
B-2	See Article XI	See Article XI	See Article XII	#Lots of more than 5 acres exempt
M-1	See Article XI	See Article XI	See Article XII	*For residential uses, refer to R-1 Regulations; #Lots of more than 5 acres exempt
M-2	See Article XI	See Article XI	See Article XII	#Lots of more than 5 acres exempt

ARTICLE X SUPPLEMENTARY DISTRICT REGULATIONS

Section 1000 General. The purpose of the supplementary district regulations is to set specific conditions for various uses, classification of uses or areas where problems may be encountered.

Section 1001 Conversion of Dwellings to More Units. A residence may be converted to accommodate an increased number of dwelling units provided.

1. The yard dimensions, including minimum lot width still meet the yard dimensions required by the zoning regulations for new structures in that district in which the dwelling is located.
2. The lot area per family equals the lot area requirements for new structures in that district;
3. The floor area per dwelling unit is not reduced to less than that which is required for new construction in that district.

Section 1002 Private Swimming Pools. No Private Swimming Pool shall be allowed in any residential district, except as an accessory use and unless it complies with the following conditions and requirements:

1. The pool is intended and is to be used solely for the enjoyment of the occupants and their guests of the principal use of the property on which it is located.
2. It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten (10) feet to any property line of the property on which it is located.
3. The swimming pool or the entire property on which it is located shall be walled or fenced to prevent uncontrolled access by children from adjacent properties. Said fence or walls shall be not less than four (4) feet in height and maintained in good condition with a gate and lock.

Section 1003 Community or Club Swimming Pools. Community and club swimming pools are permitted as commercial or non-commercial recreation in accordance with the Official Schedule of District Regulations, and shall comply with the following conditions and requirements:

1. The pool is intended solely for the enjoyment of the members and families and guests of members of the association or club under whose ownership or jurisdiction the pool is operated;
2. The pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than fifty (50) feet to any property line;
3. The swimming pool and all of the area used by the bathers shall be walled or fenced to prevent uncontrolled access by children from the thoroughfare or adjacent properties. Said fence or wall shall not be less than five (5) feet in height and maintained in good condition.

Section 1004 Temporary Buildings. Temporary buildings, construction trailers, equipment and materials used in conjunction with construction work only may be permitted in any district during the period construction work is in progress, but such temporary facilities shall be removed within ninety (90) days of completion of the construction work. Storage of such facilities or equipment beyond the completion date of the project shall require a zoning permit authorized by the zoning inspector.

Section 1005 Parking and Storage of Certain Vehicles. The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. The parking or storage, within any district, of automotive vehicles without current license plates, for a period of more than thirty (30) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building;
2. The parking or storage, within any district, of a disabled automotive vehicle for a period of more than thirty (120) days shall be prohibited unless such vehicle is stored in an enclosed garage or other accessory building.
3. The parking or storage, within any district, of a junked, dismantled or wrecked automotive vehicle or parts thereof which is in public view of any highway for a period of more than thirty (120) days shall be prohibited, unless proof can be provided to the Zoning Inspector that the owner is actively working to bring the vehicle into operable condition.

For purposes of this section, a junked, dismantled or wrecked automotive vehicle shall be one which is damaged, or no longer serviceable, to the extent that it is inoperable or is unsafe to operate upon the public highways.

This section shall not apply to properly licensed junk yards and motor vehicles salvage facilities which are regulated by appropriate sections of the Ohio Revised Code.

Section 1006 Open Storage and Display of Material and Equipment. The open storage and display of material and equipment incident to permitted or conditional uses in business and manufacturing districts shall be permitted provided the area used for open storage and display shall be effectively screened from all adjoining properties in any residential district by means of walls, fences, or plantings. Walls or fences shall be a minimum of four (4) feet in height without advertising thereon. In lieu of such wall or fence a strip of land not less than ten (10) feet in width, planted and maintained with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height at the time of planting may be substituted.

Section 1007 Mobile Trailers. Tractor trailers, box cars, shipping containers, or other similar type trailers, containers, or structures may be used as an accessory structure or building provided that such mobile trailers are placed on a gravel pad or other durable surface and must be located in the side or rear yards of the lot.

Section 1010 Supplemental Yard and Height Regulations. In addition to all yard regulations specified in the Official Schedule of District Regulations and in other sections of this Resolution, the provisions of Sections 1011 – 1017, inclusive shall be used for interpretation and clarification.

Section 1011 Setback Requirements for Corner Buildings. On a corner lot the principal building and its accessory structures shall be required to have the same setback distance from all street right-of-way lines as required for the front yard in the district in which such structures are located.

Section 1012 Visibility at Intersections. On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of two and one-half (2 ½) and ten (10) feet above the center line grades of the intersecting streets or roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said street or road lines fifty (50) feet from the point of intersection.

Section 1013 Fences, Walls, and Hedges. Fences, walls, and hedges are permitted in all districts, subject to the following conditions:

1. Fences shall be permitted in any yard.
2. Walls shall not be located in the front yard.
3. Hedges may be permitted in the required front yard.
4. No fence, wall, or hedge shall be closer than (3) feet to any right-of-way line.
5. Fences and walls shall not exceed (4) feet in height in the front yard or (6) feet in height for other yards for residential uses unless such fence, wall, or hedge is used for screening purposes in which case its height shall not exceed (6) feet or be less than (4) feet.
6. Fences and walls shall not exceed (8) feet in height for non-residential uses.
7. Fences shall not contain an electric charge.
8. Barbed wire shall be permitted only in the M-1 manufacturing district and only on the top of a perimeter fence.
9. No fence, wall, or hedge shall violate the sight distance requirements found in Section 1012.
10. Any fence built on a property line shall be agreed upon in writing by both property owners and shall accompany the zoning permit application. Posts are to be placed on the applicants side on any fence erected or installed.

A zoning permit is required from the Township for the erection or installation of all fences and walls.

Section 1014 Yard Requirements for Multi-Family Dwellings. Multi-family dwellings shall be considered as one (1) building for the purpose of determining front, side and rear yard requirements. The entire group as a unit shall require one (1) front, one (1) rear and two (2) side yards as specified for dwellings in the appropriate district. Each individual building shall meet all yard requirements for the appropriate district as though it were on an individual lot.

Section 1015 Side and Rear Yard Requirements for Non-Residential Uses Abutting Residential Districts. Non-residential buildings or uses shall not be located in or conducted closer than (40) feet to any lot line of a residential structure, except that the minimum yard requirements may be reduced to fifty (50) percent of the requirement if acceptable landscaping or screening approved by the Zoning Inspector is provided. Such screening shall be masonry or solid fence between four (4) and eight (8) feet in height maintained in good condition and free of all advertising and other signs. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than twenty (20) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height at the time of planting. Either type of screening shall not obscure traffic visibility within fifty (50) feet of an intersection.

Section 1016 Architectural Projections. Open structures such as porches, canopies, balconies, platforms, carports, covered patios and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side or rear yard.

Section 1017 Exceptions to Height Regulations. The height limitations contained in the Official Schedule of District Regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy except where the height of such structures will constitute a hazard.

Section 1018 Erection of More than One Principal Structure on a Lot. In any district, more than one structure housing a permitted or permissible principal use may be erected on a single lot, provided that yard and other requirements of this Resolution shall be met for each structure as though it were on an individual lot. Accessory buildings such as a garage may be located in the rear or side yard, provided that yard and other requirements of this Resolution are met.

Section 1019 Front Setback for Lots of Record in the R-1 and B-2 Districts. The front setback for new structures on lots of record may be the same as the nearest adjoining principal structure in the R-1 and B-2 Districts.

Section 1020 Special Provisions for Commercial and Industrial Uses. No commercial or industrial uses as designated on the Official Schedule of District Regulations and defined herein nor any land or building in any district shall be used or occupied in any manner creating dangerous, injurious, noxious or otherwise objectionable conditions which could adversely affect the surrounding areas or adjoining premises, except that any use permitted by this Resolution may be undertaken and maintained if acceptable measures and safeguards to reduce dangerous and objectionable conditions to acceptable limits are taken. Specifically, the commercial or industrial use shall be in violation of this Resolution if one or more of the following conditions is found to exist at any time:

1. The use or storage of flammable or explosive materials is not adequately protected by fire-fighting and fire-protection equipment or by such safety devices as are normally required for such activities;
2. Activities involving the use and storage of flammable and explosive materials are not removed from adjacent facilities or activities to a distance compatible with the potential danger involved;
3. Radioactivity or air pollution is present in violation of the regulations of the Ohio Environmental Protection Agency;
4. Hazardous wastes are present in violation of the regulations of the Ohio Environmental Protection Agency;
5. Objectionable noise as determined by the Zoning Inspector due to volume, frequency, or beat is present.
6. Vibration discernable by the Zoning Inspector without instruments is present on any adjoining lot or property.
7. Direct or reflected glare is present which is visible from any street or from any property not within a manufacturing district.
8. Erosion caused by wind or water is carrying objectionable substances onto any adjacent lot or property;
9. Water pollution or contamination is present in violation of the regulation of the Ohio Environmental Protection Agency.

The Board of Zoning Appeals may establish limits of these conditions as part of the variance or conditional use process.

Section 1030 Mining, Mineral, Sand and Gravel Extraction; Storage and Processing. The extraction, storage and processing of minerals shall be conducted in accordance with the requirements of Sections 1030 through 1037 inclusive.

Section 1031 Distance from Residential Areas. Mineral extraction, storage or processing shall not be conducted closer than 500 feet from any residential district, nor closer than 500 feet from any structure used for human occupancy in any other district.

Section 1032 Filing of Location Map. The operator shall file with the Zoning Inspector a location map which clearly shows areas to be mined and the location of adjacent properties, roads and natural features.

Section 1033 Information on Operation. The operator shall submit information on the anticipated depth of excavations and on depth and probably effect on the existing water table as coordinated with the Ohio Division of Water.

Section 1034 Restoration of Mined Area. The operator may be required to file with the Board of Zoning Appeals a detailed plan for the restoration of the area to be mined which shall include the anticipated future use of the restored land.

Section 1035 Performance Bond. The operator may be required to file with the Board of Township Trustees a bond, or other surety, payable to the township and conditioned on the faithful performance of all requirements contained in the approved restoration plan. The bond or other surety shall be released upon written certification of the zoning inspector that the restoration is complete and in compliance with the restoration plan.

Section 1036 Enforcement Provisions. The zoning inspector, prior to the issuance of a zoning permit, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances. The area being mined or that has been mined shall be posted with “No Trespassing” signs to discourage human injury to the general public.

Section 1037 Measurement Procedures. Methods and procedures for the determination of the existence of any dangerous and objectionable elements shall conform to applicable standard measurement procedures published by the American Standards Association, Inc., New York; the Manufacturing Chemists’ Association, Inc., Washington, D.C.; the United States Bureau of Mines and the Ohio Environmental Protection Agency.

Section 1040 Roadside Produce Stands. A building for the sale of home-grown produce may be located not less than twenty-five feet from the highway right-of-way if it is a portable building. If portable, it shall be removed from its roadside location during the season that it is not in use as a roadside produce stand. A permanent structure for such use may be constructed, but shall be located not less than fifty feet from the highway right-of-way line. Parking shall be provided off the highway right-of-way.

Section 1041 Agritourism. In addition to the procedure and requirement for approval of conditional use permits, as stated in Section 560, the Board of Zoning Appeals shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions specified by the Board for approval if the following conditions have been met:

I. Conditions

- A. Evidence that the farm on which the agritourism operation is proposed is ten (10) acres or more in area shall be provided. If such farm is less than ten (10) acres, evidence shall be provided that such farm is currently enrolled in the Current Agricultural Use Value (CAUV) program or produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.

- B. The educational, entertainment, historical, cultural and/or recreational relationship of the agritourism operation to the existing agricultural use of the property, the surrounding agricultural community, and/or the relationship of the agritourism activity to agriculture in general shall be identified.
- C. A site plan of the property illustrating all structures to be used for agritourism activities, setbacks from property lines for all structures and any existing or proposed well and/or on-site wastewater disposal system area(s) on the property shall be submitted.
 - 1. The size and setback for any structure used primarily for agritourism activities shall be in conformance with the requirements of the applicable zoning district, listed in the Official Schedule of District Regulations.
- D. Off-street parking in accordance with size requirements in Article XI Off-Street Parking and Loading Requirements shall be provided.
 - 1. Additionally, off-street parking adequate to meet peak time demand shall be provided in a manner that does not cause nuisance or conflict with adjoining properties. Estimates of traffic generation shall be submitted. In no instance shall parking be permitted within side and rear yard setback areas.
- E. Safe and adequate ingress and egress shall be maintained at all times.
- F. The applicant shall provide data establishing the seasons and weeks of operation, and the hours of operation. The Conditional Use Permit shall clearly state these parameters.
- G. Fifty percent or more of the gross income received from sales must be from produce raised on farms owned or operated by the Agritourism Provider and/or agricultural products meeting the criteria of products incident to the agricultural production and specific supporting products related to the agricultural tourism purpose such as animal feed pellets, U-Pick containers, etc...

Section 1050 Home Occupation. It is the purpose of this Resolution to promote the public health, safety, and welfare through the regulation of home occupations. It is further the intent of these Sections to allow limited non-residential uses in residential structures which are compatible with the residential character of their surroundings.

No Home Occupation shall be located in a zoning district where such use is not explicitly listed as a permitted or conditionally permitted use. A home occupation shall be a permitted only if it complies with the following requirements:

- 1. The owner or lessee of the premises must reside in the dwelling unit used for the home occupation. The lessee shall have the owner's permission to conduct such home occupation.
- 2. Not more than two (2) workers exclusive of the owners and family members living on the premises shall be employed in a home occupation at any one time.
- 3. All activities conducted on site shall be conducted entirely within the dwelling unit, and the use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- 4. Not more than thirty (30) percent or six hundred (600) square feet of the gross floor area, whichever is less, of any dwelling unit shall be used for a home occupation.
- 5. Home occupations shall be permitted in any accessory building within any district provided that the gross floor area does not exceed thirty (30) percent or six-hundred (600).
- 6. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home.

7. All signs shall comply with Article XII Signs of this Zoning Resolution.
8. There shall be no sale on the premises of commodities other than those incidental to the home occupation.
9. No additional parking places proposed in conjunction with the home occupation shall be located in the required front setback.
10. Equipment or processes shall not be used in such Home Occupations that creates noise, dust, vibrations, glare, fumes, odors, or visual, audible, or electrical interference detectable off the lot or beyond the lot line.

There shall be no increased burden placed upon existing Township public services provided to the residence as a result of a Home Occupation.

Section 1060 Small Wind Projects (Less than 5MW).

- I. Wind Projects of 5MW or more shall be required to submit an application with the Ohio Power Siting Board (OPSB) at the Public Utilities Commission of Ohio (PUCO) and are required to meet OPSB regulations. Small Wind Projects less than 5MW and used solely for Agriculture will be exempt from these zoning regulations as an Agricultural Use. Any proposed construction, erection, or siting of a small wind project less than 5MW including the wind turbine generator or anemometer or any parts thereof shall be permitted only as an accessory use in any district if the following conditions are met:
 - A. The maximum height of any turbine shall be 125 ft. For purposes of this Resolution, maximum height shall be considered the total height of the turbine system including the tower, and the maximum vertical height of the turbine's blades. Maximum height therefore shall be calculated by measuring the length of a prop at maximum vertical rotation to the base of the tower.
 - B. Setbacks: the following shall apply in regards to setbacks.
 1. Any turbine erected on a parcel of land shall be setback 1.1 times the height of the tower, or established "clear fall zone", from all road right-of-way lines and neighboring property lines. A turbine shall be erected and placed in such a manner that if it were to fall, whatever direction the fall occurs would be contained solely on the property where the turbine is located at.
 - C. Maintenance
 1. Wind turbines must be maintained in good working order. The owner shall within 30 days of permanently ceasing operation of a wind turbine, provide written notice of abandonment to the Zoning Inspector. An unused wind turbine or small wind project may stand no longer than 12 months following abandonment. All costs associated with the demolition of the wind turbine and associated equipment shall be borne by the owner. A wind turbine is considered abandoned when it ceases transmission of electricity for 30 consecutive days. Wind turbines that become inoperable for more than 12 months must be removed by the owner within thirty (30) days of issuance of zoning violation. Removal includes removal of all apparatuses, supports, and or other hardware associated with the existing wind turbine.
 - D. Decibel Levels
 1. Decibel levels shall not exceed those provided by the manufacturer as requested in II Permits, 2., e.
 - E. Wiring and electrical apparatuses:

1. All wires and electrical apparatuses associated with the operation of a wind turbine unit shall be located underground and meet all applicable local, state, and federal codes including the County Building Regulations and Residential Building Code of Ohio.

F. Warning Signs:

1. Appropriate warning signs to address voltage shall be posted (where and meeting sign requirements).

G. Building Permits:

1. All Small Wind Projects and parts thereof shall obtain all applicable Building Permits from the State of Ohio and County Building Regulations where required.

II. Permits

- A. A permit shall be required before construction can commence on an individual wind turbine project.
- B. As part of the permit process, the applicant shall inquire with the County Building Regulations as to whether or not additional height restrictions are applicable due to the unit's location in relation to any local airports.
- C. Applicant shall then provide the Township Zoning Inspector with the following items and or information when applying for a permit:
 1. Location of all public and private airports in relation to the location of the wind turbine.
 2. An report that shows:
 - a. The total size and height of the unit
 - b. If applicable, the total size and depth of the unit's foundation structure, as well as soil and bedrock data.
 - c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.
 - d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.
 - e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.
 - f. Hazardous materials containment and disposal plan.
 3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, and neighboring property lines.
 4. Evidence of established setbacks of 1.1 times the height of the wind turbine and "clear fall zone."
 5. A maintenance schedule as well as a dismantling plan that outlines how the unit will be dismantled shall be required as part of the permit.

Section 1061 Small Solar Energy Systems (Less than 50 MW).

A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
4. Roof/Building mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. The height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
5. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
6. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Accessory solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.

8. Accessory solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.
9. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure mounted solar energy system and “clear fall zone”.
 - c. Proof of notice to the electric utility company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Power Siting Board (50 MW or greater).

Section 1065 Telecommunication Towers. Public utilities or other functionally equivalent telecommunications providers may site a tower in any zoning district except those expressly zoned for residential use. The local zoning authority shall apply to a particular tower, only upon provision of a written notice of objection to that particular tower.

A.) Towers Proposed within Areas Zoned for Residential Use - Towers may be regulated in areas zoned for residential use upon receipt of an objection.

1.) Notice - Notice shall comply with ORC 519.211 (B)(3). *(Any person who plans to construct a tower in an area subject to zoning shall provide by CERTIFIED MAIL; written notice to each property owner whose land is contiguous to or directly across a street from the property on which the tower is proposed to be located. Notice must include intent of the person to construct the tower, a description of the property, and a notice that no later than fifteen days after the date of mailing of the notice, any such property owner may give written notice to the trustees that the zoning regulations be applied.)*

2.) Procedure if Objections Are Filed: Upon the receipt of an objection by the Trustees, the Trustees shall request that the fiscal officer shall notify the applicant within 5 days that the zoning regulations apply.

3.) Procedure if No Objections Are Filed - Telecommunications towers shall be permitted as a use exempt from any local zoning authority in residential zoned areas if no objections are timely filed as provided.

B.) Local Zoning Authority - If objections are filed for a proposed tower in a district zoned for residential use then the tower shall only be permitted as a conditional use by the Board of Zoning Appeals, provided that all of the following conditions of this section are met.

1.) Conditional Use - Application and Requirements – An application for conditional use shall be filed with the Board of Zoning Appeals. The application shall include:

a.) A locator map which shall contain the following:

i.) The location of all the applicant’s existing facilities within (1) mile of the proposed tower.

- ii.) The general location of planned future facilities within (1) mile of the proposed tower.
 - iii.) For each location of the existing facilities within (1) mile of the proposed tower, list the type and size, the type of equipment, the space available for additional equipment a site plan depicting any parcels on which any existing or proposed tower is/will be.
- b.) A site plan:
- i.) the location, type and size of existing and proposed towers;
 - ii.) existing and proposed buildings and structures, drives, circulation and parking;
 - iii.) landscape screening plan and related design standards;
 - iv.) land uses, structures and zoning district, adjacent uses, structures and zoning districts;
 - v.) setbacks from property lines and dwellings within 600 feet of the proposed tower;
 - vi.) legal description of the lot on which the tower is to be sited;
 - viii.) any other information necessary to assess compliance with this section; and
 - ix.) any illumination required by the FAA or FCC.
- c.) A written certification from a Professional Engineer stipulating:
- i.) that the tower's design is structurally sound and in compliance with all codes;
 - ii.) that the equipment on the tower and at the site complies with all current FCC regulations;
 - iii.) that the tower will accommodate co-location of additional antennas for future use, with a statement as to the number of antennas capable of being accommodated or an explanation as to why the tower will not be constructed to accommodate co-location; and
 - iv.) height and fall zone drawing.
- 2.) Conditional Use Procedure by Board of Zoning appeals on Receipt of Application - Consistent with the zoning code, the BZA shall provide notice of, conduct a public hearing and render a decision on the conditional use requested in the application.
- 3.) General Requirements for all Telecommunications Towers in Residential Zones
- i.) The applicant or tower provider shall demonstrate that the proposed tower location in a residential area is essential to service the applicant's service area and that there are no alternative sites in commercial, industrial or exclusively agricultural areas. If another tower or tall structure is technically suitable, the applicant must show that a reasonable request to co-locate was made and that such request was rejected. "Tall structures" shall include smoke stacks, water towers, electric transmission towers, existing antenna support structures or other telecommunications towers, utility buildings and structures over 48 feet in height.
 - ii.) Maintenance: Towers and related structures must be maintained in good working order.
 - iii.) The owner/operator shall remove a tower within one hundred eighty (180) days after the tower's use is discontinued. Any earth disturbance as a

result of removal of the tower shall be graded and reseeded within thirty (30) days of removal.

4.) Development Standards for all Telecommunications Towers in Residential Districts.

a.) No telecommunications tower shall be permitted to be located in any platted subdivision approved under Sections 711.05, 711.09 or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road, when at least thirty-five percent (35%) of the lots within such subdivision or area are developed with at least one (1) dwelling unit.

b.) The maximum height of a tower proposed for one (1) antenna facility for use by a single telecommunications provider shall be 100 feet. The maximum height of a tower proposed for multiple antenna facilities for shared use by multiple telecommunications providers shall be as follows:

i.) Towers proposed for and designed to support the co-location of a total of two antenna facilities – 115 feet;

ii.) Towers proposed for and designed to support the co-location of a total of three antenna facilities – 130 feet; and

iii.) Towers proposed for and designed to support the co-location of four or more antenna facilities – 145 feet.

c.) Clear Fall Zone: Tower height shall be the distance measured from the base of the tower, at grade, to the highest point on the tower, including any antenna. Grade shall be determined as the elevation of the natural or existing topography of the ground level prior to construction of the tower.

i.) The tower base shall not be placed closer than the height of the tower plus forty feet from a unit on a lot contiguous to or directly across the street from the tower's lot.

ii.) A tower base shall be located no closer to any lot line than the distance equal to the height of the proposed tower. Any stabilization structures or guide wires shall be located no closer to any lot line than 50 feet.

iii.) The tower base shall be located no closer to a street right-of-way.

d.) Ancillary Requirements:

i.) Reasonable and safe access and circulation shall be provided to the tower.

ii.) Security fencing shall be provided to prevent uncontrolled access to the tower site.

iii.) The tower and related screening shall, to the extent practicable, be designed to be aesthetically and architecturally compatible with the surrounding environment.

iv.) The tower shall be of a monopole design.

v.) No advertising is permitted anywhere on the tower.

- vi.) Where located on property not owned by the operator, the applicant shall present documentation that the owner of the property has approved the application
- vii.) The applicant shall submit a signed statement indicating that he/she agrees to allow for the potential co-location of other antenna facilities to the extent possible.
- viii.) An antenna may be attached to a nonresidential building permitted in the district as long as it meets the other requirements within this code.
- ix.) Any structures for equipment shelter shall be shown on the site plan and be architecturally compatible with the surrounding area.

Towers on Township Property - With the prior consent of the township trustees obtained through resolution, a tower may be sited on township owned property not zoned for residential use.

With the prior consent of the township trustees obtained through resolution, a tower may be located on Township owned property zoned for residential use after obtaining a conditional use permit.

Section 1070 Adult Entertainment. Adult Entertainment Facilities are conditionally permitted within the M-1 Manufacturing District only, and subject to conditions set forth in the Zoning Resolution Section 560 and paragraphs 1-9 hereafter set forth.

1. No adult entertainment facility shall be established within one thousand (1,000) feet of any areas zoned for residential use.
2. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any school, library, or teaching facility, whether public or private, governmental or commercial which school, library, or teaching facility is attended by persons under eighteen (18) years of age.
3. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any park or recreational facility attended by persons under eighteen (18) years of age.
4. No adult entertainment facility shall be established within a radius of two thousand (2,000) feet of any other adult entertainment facility.
5. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of established church, synagogue, or permanently established place of religious services which is attended by persons under eighteen (18) years of age.
6. No advertisements, displays, or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.
7. All building openings, entries, windows, etc. for adult uses shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any public or semi-public area, sidewalk, or street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.
8. No screens, loudspeakers, or sound equipment shall be used for adult motion picture theatres (enclosed or drive-in) that can be seen or discerned by the public from public or semi-public areas.
9. Off-street parking shall be provided in accordance with the standards for permitted use within M-1 Manufacturing District.

Section 1071 General Conditions for Medical Marijuana Entities. In the interest of protecting the public health, safety, and general welfare, this section establishes zoning regulations that provide for State-authorized medical marijuana land uses consistent with ORC 519 and ORC 3796. ORC 519.21 and ORC 3796 allow regulation of the location of medical marijuana cultivators, processors, or dispensaries within the unincorporated area of the township/municipal corporation.

1. Not an Agricultural Use. Medical marijuana is not considered an “agricultural” use pursuant to ORC 519.21 (D).
2. Zoning Districts. No medical marijuana cultivator, processor, or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, or dispensary shall be permitted as a home occupation.
3. Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.

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ARTICLE XI OFF-STREET PARKING AND LOADING REQUIREMENTS

Section 1100 General Requirements.

1. No building or structure shall be erected, substantially altered, or its use changed unless permanently maintained off-street parking and/or loading spaces have been provided in accordance with the provisions of this Resolution.
2. The provisions of this Article, except where there is a change of use, shall not apply to any existing building or structure.
3. Whenever a building or structure constructed after the effective date of this Resolution is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise to create a need for an increase in the number of existing parking spaces, additional parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or structure existing prior to the effective date of this Resolution is enlarged to the extent of fifty (50) percent or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall then and thereafter comply with the full parking requirements set forth herein.

Section 1110 Parking Space Dimensions. A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12) feet in width and nineteen (10) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. The number of required off-street parking spaces is established in Section 1130 of this Resolution.

Section 1111 Loading Space Requirements and Dimensions. A loading space shall have minimum dimensions of not less than twelve (12) feet in width, fifty (50) feet in length, exclusive of driveways, aisles and other circulation areas and a height of clearance of not less than fifteen (15) feet. One off-street loading space shall be provided and maintained on the same lot requiring delivery of goods and having a modified gross floor area of up to five thousand (5,000) square feet. One loading space shall be provided for each additional ten thousand (10,000) square feet or fraction thereof of ground floor area. When a reason for loading demand is unusually low, then the loading space provisions cited above may be reduced proportionately by the Board of Zoning Appeals (BZA) upon an appeal from a decision of the Zoning Inspector.

Section 1112 Paving. The required number of parking and loading spaces as set forth in Section 1111 and 1130, together with driveways, aisles, and other circulation areas, shall be improved with such material to provide a durable and dust-free surface.

Section 1114 Maintenance. The owner of property used for parking and/or loading shall maintain such area in good condition without holes and free of all dust, trash, and other debris.

Section 1115 Lighting. Any parking area for a use other than a single-family or two-family dwelling, which is intended to be used during non-daylight hours shall be properly illuminated to avoid accidents. Any lights used to illuminate a parking lot shall be so arranged as to reflect the light away from the adjoining property.

Section 1116 Location of Parking Spaces. The following regulations shall govern the location of off-street parking spaces and areas:

1. Parking spaces for all detached residential uses shall be located on the same lot as the use which they are intended to serve;
2. Parking spaces for commercial, industrial or institutional uses shall be located not more than seven hundred (700) feet from the principal use;
3. Parking spaces for any apartments, or similar residential uses shall be located not more than three hundred (300) feet from the principal use.

Section 1117 Screening and/or Landscaping. Whenever a parking area for a use other than a single-family or two-family dwelling is located in or adjacent to a residential district, it shall be effectively screened on all sides which adjoin or face any property used for residential purposes, by an acceptable designed fence, or planting screen. Such fence or planting screen shall be not less than four (4) feet nor more than six (6) feet in height and shall be maintained in good condition. The space between such fence, wall, or planting screen and the lot line of the adjoining premises in any residential district shall be landscaped and maintained in good condition. In the event that terrain or other natural features are such that erection of such fence or planting screen will not serve the intended purpose, then no such fence or planning screen and landscaping shall be required.

Section 1118 Required Trash Areas. All commercial, industrial, and multi-family residential uses that provide trash and/or garbage collection areas shall be enclosed on at least three sides by a solid wall or fence of at least four (4) feet in height if such area is not within an enclosed building or structure. Provisions for adequate vehicular access to and from such areas for collection of trash and/or garbage shall be required.

Section 1120 Minimum Distance and Setbacks. No part of any parking area for more than ten (10) vehicles shall be closer than twenty (20) feet to any dwelling unit if located on an adjoining lot, unless separated by an acceptably designed screen. In no case shall any part of a parking area be closer than four (4) feet to any established road right-of-way.

Section 1121 Joint Use. Two (2) or more non-residential uses may jointly provide and use parking spaces when their hours of operation do not normally overlap, provided that a written agreement approved by the Zoning Inspector shall be filed with the application for a zoning permit.

Section 1122 Wheel Blocks. Whenever a parking lot extends to a property line, wheel blocks or other suitable devices shall be installed to prevent any part of a parked vehicle from extending beyond the property line.

Section 1123 Width of Driveway Aisle. Driveways serving individual parking spaces shall be not less than twenty-five (25) feet wide for ninety (90) degree parking, twelve (12) feet wide for parallel parking, seventeen and one-half (17 ½) feet for sixty (60) degree parking and thirteen (13) feet for forty-five (45) degree parking.

Section 1124 Access. Parking areas shall conform to the access management standards of the County Engineer and Ohio Department of Transportation.

Section 1126 Striping. All parking areas with a capacity over twelve (12) vehicles shall be striped with double lines (six (6) inches both sides of center) between stalls to facilitate the movement into and out of the parking stalls.

Section 1130 Parking Space Requirements. For the purpose of this Resolution, the following parking space requirements shall apply:

TYPE OF USE	PARKING SPACES REQUIRED
Single family or two family dwellings	Two for each unit
Apartments, or multi-family dwellings	Two for each unit
Mobile homes	Two for each unit
Outdoor swimming pools, public or community or club	One for each 5 persons capacity plus one for each 4 seats or one for each 30 sq. ft. floor area used for seating purposes whichever is greater
Retail establishments	One for each 250 sq. ft. of floor area
Offices, public or professional, administrative or service buildings	One for each 400 sq. ft. of floor area
All other types of businesses or commercial uses permitted in any district	One for each 300 sq. ft. of floor area
Churches	One for each 5 seats
All types of manufacturing, storage and wholesale uses	One for every 2 employees on the largest shift for which the building is designed

Section 1131 General Interpretations. In the interpretation of this Article, the following rules shall govern.

1. Parking spaces for other permitted or conditional uses not listed in this Article shall be determined by the Board upon an appeal from a decision of the Zoning Inspector.
2. Fractional numbers shall be increased to the next whole number.
3. When a reason for parking demand is unusually low, then the parking space provisions cited above may be reduced proportionately by the Board of Zoning Appeals (BZA) upon an appeal from a decision of the Zoning Inspector.

ARTICLE XII SIGNS

Section 1200 Intent. The purpose of this Article is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types. It is intended to protect property values, create a more attractive economic business climate, enhance and to protect the physical appearance of the community, and preserve the scenic and natural beauty of designated areas. It is further intended to reduce sign or advertising distraction and obstructions that may contribute to traffic accidents, reduce hazards that may be caused by sights overhanging or projecting over public rights-of-way, provide more open space, and curb the deterioration of the natural environment and enhance community development.

Section 1201 Governmental Signs Excluded. For the purpose of this Resolution “sign” does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance or governmental regulation.

Section 1202 General Requirements for all Signs and Districts. The regulations contained in this section shall apply to all signs and all use districts.

1. Any illuminated sign or lighting device shall employ only light emitting a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating, or moving light or lights. In no event shall an illuminated sign or lighting device be placed or directed so as to permit the beams and illumination therefrom to be directed or beamed upon a public street, highway, sidewalk, or adjacent premises so as to cause glare or reflection that may constitute a traffic hazard or nuisance;
2. No sign shall employ any parts or elements which revolve, rotate, whirl, spin or otherwise make use of motion to attract attention. Subsections (1) and (2) of this section shall not apply to any sign performing a public service function indicating time, temperature, stock market quotations or similar services;
3. All wiring, fittings, and materials used in the construction, connection, and operation of electrically illuminated signs shall be in accordance with the provisions of the National Electric Code or the local electric code in effect.
4. No projecting sign shall be erected or maintained from the front or face of a building a distance of more than two (2) feet, including those projecting from the face of any theater, hotel, or motel marquee;
5. No sign shall be placed on the roof of any building except those signs whose supporting structure is screened so the sign appears to be a continuation of the face of the building;
6. No portable or temporary sign shall be placed on the front or face of a building or on any premises, except as provided in Section 1220 herein;
7. No sign or part thereof shall contain or consist of banners, posters, pennants, ribbons, streamers, spinners, or other similar moving devices. Such devices, as well as strings of lights, shall not be used for the purpose of advertising or attracting attention when not part of a sign;
8. No sign erected or maintained in the window of a building, visible from any public or private street or highway, shall occupy more than twenty (20) per cent of the window surface;
9. No sign of any classification shall be installed, erected, or attached in any form, shape, or manner to a fire escape or any door or window giving access to any fire escape;
10. All signs hung and erected shall be plainly marked with the name of the person, firm, or corporation responsible for maintaining the sign;

11. Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the same, shall upon receipt of written notice from the Zoning Inspector proceed at once to put such sign in a safe and secure condition or remove the sign;
12. No sign shall be placed in any public right-of way except publicly-owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking on private property but bearing no advertising matter shall be permitted on any property;
13. No building wall shall be used for display of advertising except that pertaining to the use carried on within such building.
14. All signs shall be so designed and supported as to carry the weight of the sign, and shall comply with the local building code in effect;
15. All signs shall be secured in such a manner as to prevent significant movement due to wind;
16. No advertising signs shall be attached to or supported by a tree, utility pole, trash receptacle, bench, vending machine, or public shelter;
17. No sign shall be attached in such a manner that it may interfere with any required ventilation openings;
18. No sign shall be located on a vacant lot, except for the purpose of advertising the lot for sale or lease, or for such purpose as the notification of present danger or the prohibition of trespassing;
19. No sign shall be located nearer than eight (8) feet vertically or four (4) feet horizontally from any overhead electrical wires, conductors, or guy wires;
20. No vehicle or trailer may be parked on a business premises or a lot for the purpose of advertising a business, product, service, event, object, location, organization, or the like.

Section 1203 Measurement of Sign Area. The surface area of a sign shall be computed as including the entire area within a regular geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computation of surface area.

Section 1204 Permit Required.

1. No person shall locate or maintain any sign, or cause a sign to be located or maintained, unless all provisions of this Article have been met. To assure compliance with these regulations, a sign permit issued pursuant to this Resolution shall be required for each sign unless specifically exempted in this Article.
2. A sign initially approved for which a permit has been issued shall not be modified, altered or replaced, nor shall design elements of any building or lot upon which such sign is maintained be modified, altered or replaced if any such design element constituted a basis for approval of such sign unless a new or amended permit is obtained consistent with these regulations.
3. The repainting, changing of parts and preventive maintenance of signs shall not be deemed alterations requiring a sign permit.

Section 1210 Signs Permitted in all Districts not Requiring a Permit.

1. Signs advertising the sale, lease or rental of the premises upon which the sign is located, shall not exceed twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than eight (8) square feet.
2. Professional name plates not to exceed two (2) feet by three (3) feet in area;

3. Signs denoting the name and address of the occupants of the premises, not to exceed four (4) square feet in area.

Section 1211 Signs Permitted in any District Requiring a Permit.

1. Signs or bulletin boards customarily incidental to places of worship; libraries, museums, social clubs, or societies, which signs or bulletin board shall not exceed fifteen (15) square feet in area and which shall be located on the premises of such institution;
2. Any sign advertising a commercial enterprise, including real estate developers or subdividers in a district zoned rural or residential shall not exceed twelve (12) square feet in area and shall advertise only the names of the owners, trade names, products sold and/or the business or activity conducted on the premises where such sign is located.

Section 1212 Signs Permitted in Business and Manufacturing Districts Requiring a Permit.

The regulations set forth in this section shall apply to signs in the business and manufacturing districts and such shall require a permit.

1. In a business or manufacturing district, each business shall be permitted one flat or wall on-premises sign. Project of wall signs shall not exceed two feet measured from the face of the main building. The area of all permanent on-premises signs for any single business enterprise may have an area equivalent to one and one-half (1 ½) square feet of sign area for each lineal foot of building width, or part of a building, occupied by such enterprise but shall not exceed a maximum area of one hundred (100) square feet.
2. In a business or manufacturing district, two off-premises signs with a total area not exceeding six hundred (600) square feet may be permitted at a single location. No single off-premises sign shall exceed one thousand two hundred (1200) square feet, nor shall off-premises signs visible to approaching traffic have a minimum spacing of less than two hundred (200) feet. Off-premises signs shall conform to all applicable yard and height regulations for the appropriate zoning district, except that such signs intended to be viewed from an elevated highway shall be not more than twenty (20) feet above the level of the roadway at its nearest point. Off-premises wall signs shall have all structural and supporting members concealed from view.

Section 1220 Temporary Signs. Temporary signs not exceeding fifty (50) square feet in area, announcing special public or institutional events, the erection of a building, the architect, the builders, or contractors may be erected for a period of sixty (60) days plus the construction period. Such temporary signs shall conform to the general requirements listed in Section 1202, the setback requirement in Sections 1240 – 1243 and, in addition, such other standards deemed necessary to accomplish the intent as stated in Section 1200.

Section 1221 Free Standing Signs. Free-standing on-premises signs not over thirty (30) feet in height, having a maximum total sign area of one hundred (100) square feet per display area and located not closer than fifteen (15) feet to any adjoining lot line may be placed to serve a business or group of business establishments. There shall be only one free standing sign for each building, regardless of the number of businesses conducted in said building.

Section 1222 Wall Signs Pertaining to Non-Conforming Uses. On-premises wall signs pertaining to a non-conforming use shall be permitted on the same premises of such use, provided the area of such sign does not exceed twelve (12) square feet.

Section 1240 Sign Setback Requirements. Except as modified in Sections 1241-1244, on-premises signs where permitted shall be set back from the established right-of-way line of any thoroughfare at least ten (10) feet. No off-premises sign shall be erected in front of the required setback line for the appropriate zoning district.

Section 1241 Increased Setback. For every square foot by which any on-premises sign exceeds fifty (50) square feet, the setback shall be increased by one-half (1/2) foot but need not exceed one hundred (100) feet.

Section 1242 Setbacks for Off-Premise Signs. If a setback line is not established for the appropriate zoning district, off-premise signs shall be set back a minimum of twenty (20) feet from the right-of-way line.

Section 1243 Setbacks for Public and Quasipublic Signs. Real estate signs and bulletin boards for a church, school or any other public, religious, or educational institution may be erected not less than ten (10) feet from the established right-of-way line of any street or highway provided such sign or bulletin board does not obstruct traffic visibility at street or highway intersections.

Section 1244 Special Yard Provisions. On-premises signs where permitted shall be erected or placed in conformity with the side and rear yard requirements of the district in which located, except that in any residential district, on-premises signs shall not be erected or placed within twelve (12) feet of a side or rear lot line. If the requirement for a single side yard in the appropriate zoning district is more than twelve (12) feet, the latter shall apply.

Section 1250 Limitation. For the purposes of this Resolution, outdoor advertising off-premises signs shall be classified as a business use and be permitted in all districts zoned for business, manufacturing, or lands used for agricultural purposes. In addition, regulation of signs along primary highways shall conform to the requirements of the Ohio Revised Code, Chapter 5516 and the regulations adopted pursuant thereto.

Section 1260 Maintenance. All signs shall be maintained in safe and sound structural condition at all times and shall be presentable. The Zoning Inspector instruct that any off-premises advertising signs or structure found to be unsafe or structurally unsound be removed within thirty (30) days of issuing a notification. The Zoning Administrator shall instruct that any on-premises sign which is determined to be unsafe or structurally unsound be removed within ten (10) days of issuance of notification.

Section 1270 Violations. In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof to alter such sign so as to comply with this Resolution. Failure to comply shall be deemed a violation and shall be punishable under Section 350 of this Resolution.

ARTICLE XIV MANUFACTURED AND/OR MOBILE HOME PARKS & MANUFACTURED AND/OR MOBILE HOMES INDIVIDUALLY

Section 1400 Intent. It is the intent of this Article to regulate the location of manufactured and/or mobile homes in residential subdivisions and to encourage, stabilize and protect the development of well-planned manufactured and/or mobile home parks.

Section 1410 Manufactured and/or Mobile Home Parks. No manufactured and/or mobile home park shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditional use.

Section 1420 Manufactured Homes (Not Permanently Sited) and/or Mobile Homes Individually. The following requirements shall apply to mobile home dwellings that are placed upon an individual lot in any district where conditionally permitted.

1. Individual mobile homes shall have, using accepted industry measurement standards, a minimum area of eight hundred (800) square feet of floor area.
2. The mobile home's tongue, axle and wheels shall be removed and the home shall be placed upon a permanent concrete foundation which meets the approval of the County Auditor, and which includes at least two tie-down rings.
3. Will be designed, constructed, skirted, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.

This Resolution is hereby adopted on this _____ day of _____, _____.

Pursuant to ORC 519.12(H), this Resolution shall become effective thirty days after the date of its adoption.

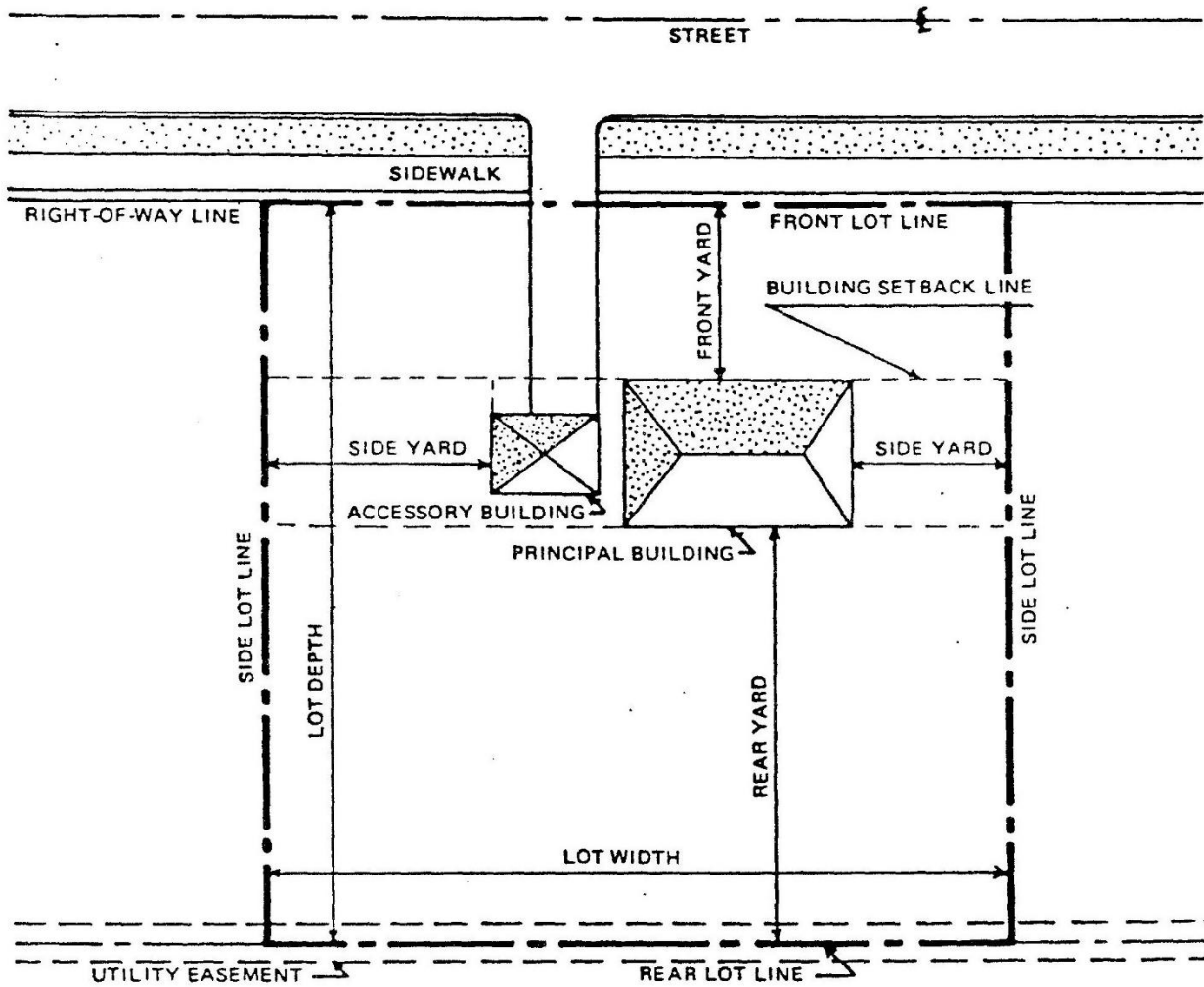
Chairman, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Attest: Fiscal Officer, Board of Trustees

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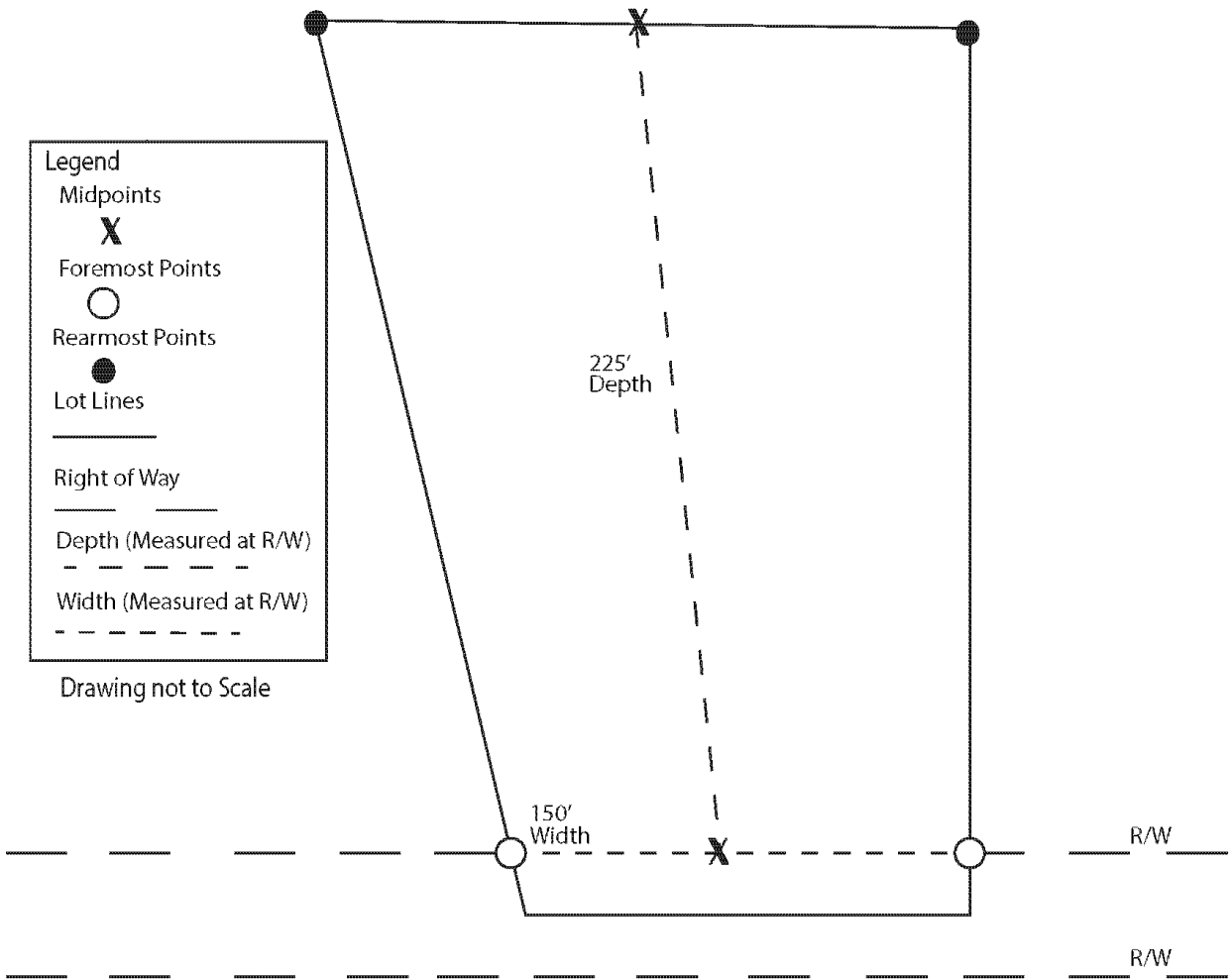


LOT AREA= TOTAL HORIZONTAL AREA

LOT COVERAGE= PER CENT OF LOT OCCUPIED
BY BUILDING

LOT TERMS

Width = 150'
Depth = 225'
150' of Width x 4 = 600'
Max Depth Allowed = 600'

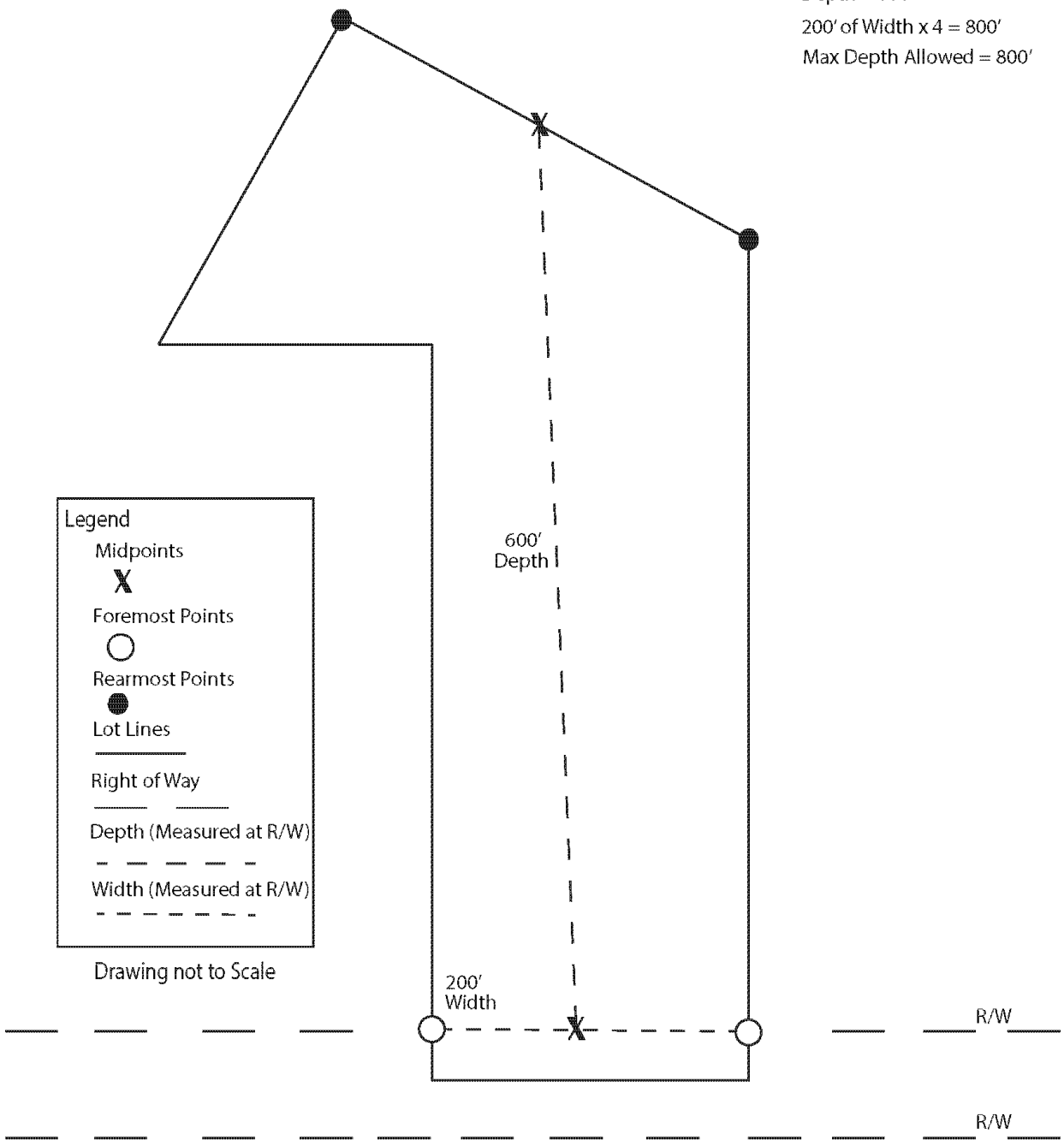


Legend
Midpoints
X
Foremost Points
○
Rearmost Points
●
Lot Lines
—
Right of Way
- - -
Depth (Measured at R/W)
- - -
Width (Measured at R/W)
- - -

Drawing not to Scale

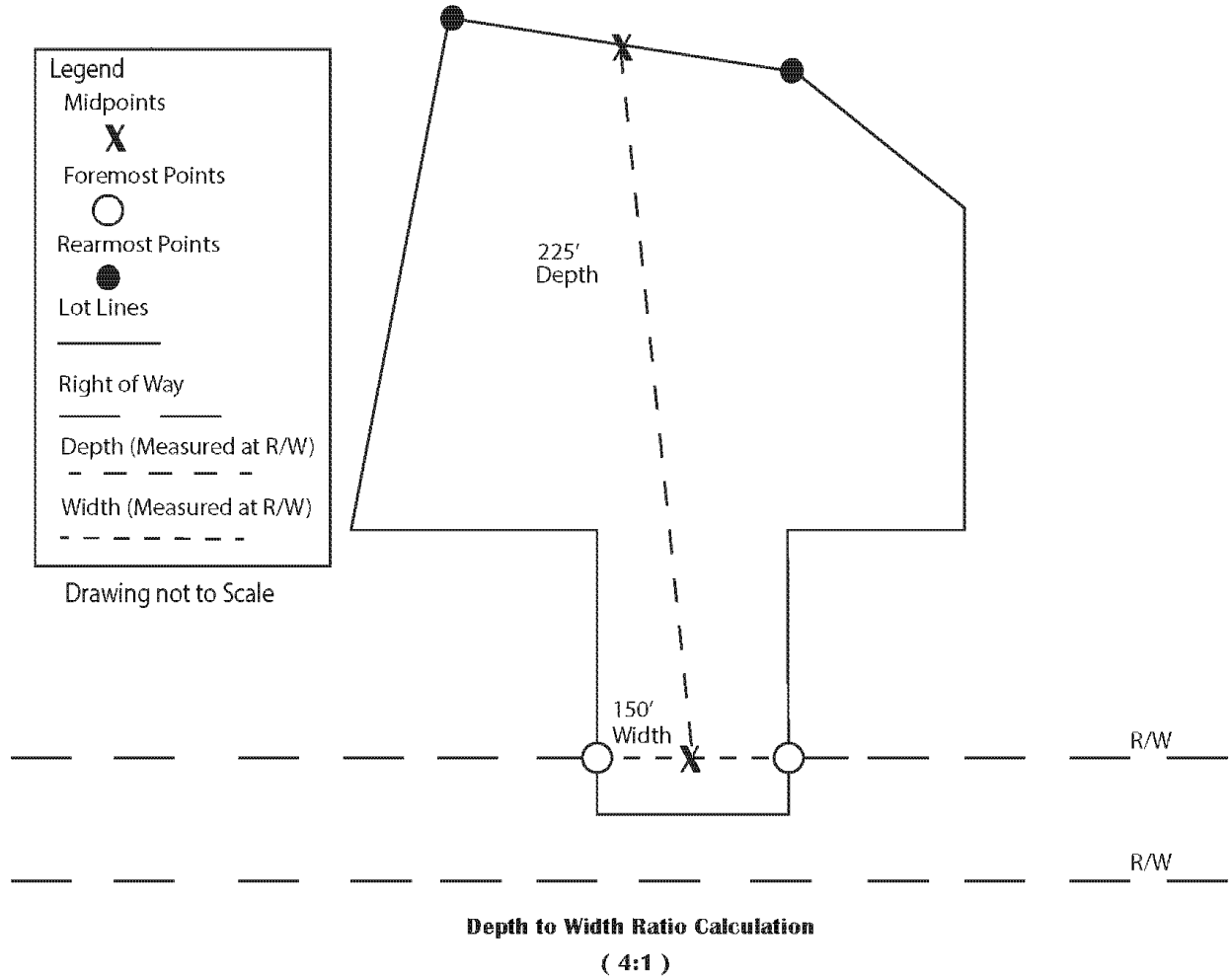
Depth to Width Ratio Calculation
(4:1)

Width = 200'
 Depth = 600'
 200' of Width x 4 = 800'
 Max Depth Allowed = 800'

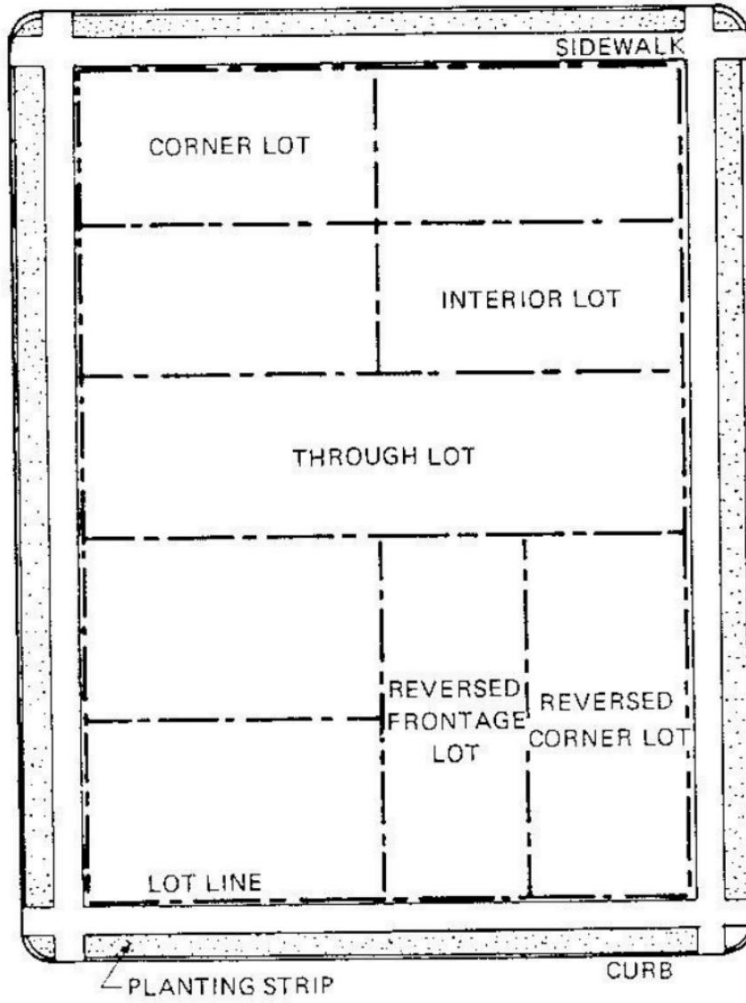


Depth to Width Ratio Calculation
 (4:1)

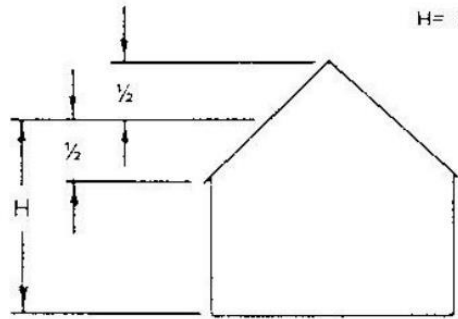
Width = 150'
Depth = 225'
150' of Width x 4 = 600'
Max Depth Allowed = 600'



STREET



TYPES OF LOTS



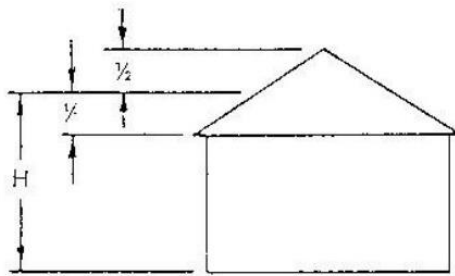
H= HEIGHT OF BUILDING

END VIEW

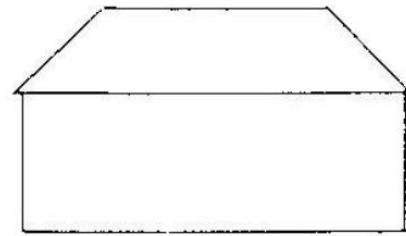


SIDE VIEW

GABLE ROOF

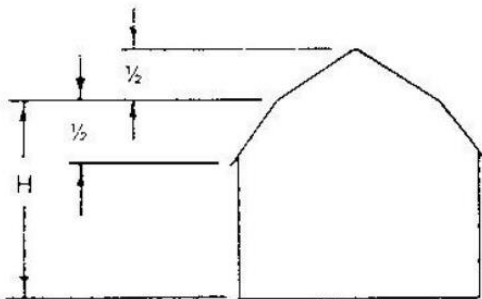


END VIEW

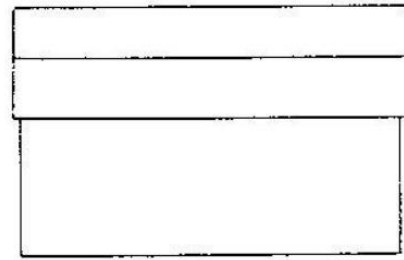


SIDE VIEW

HIP ROOF

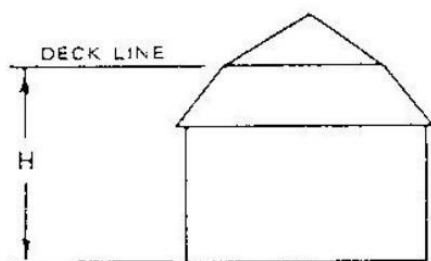


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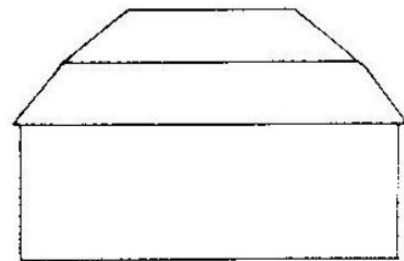


SIDE VIEW

GAMBREL ROOF



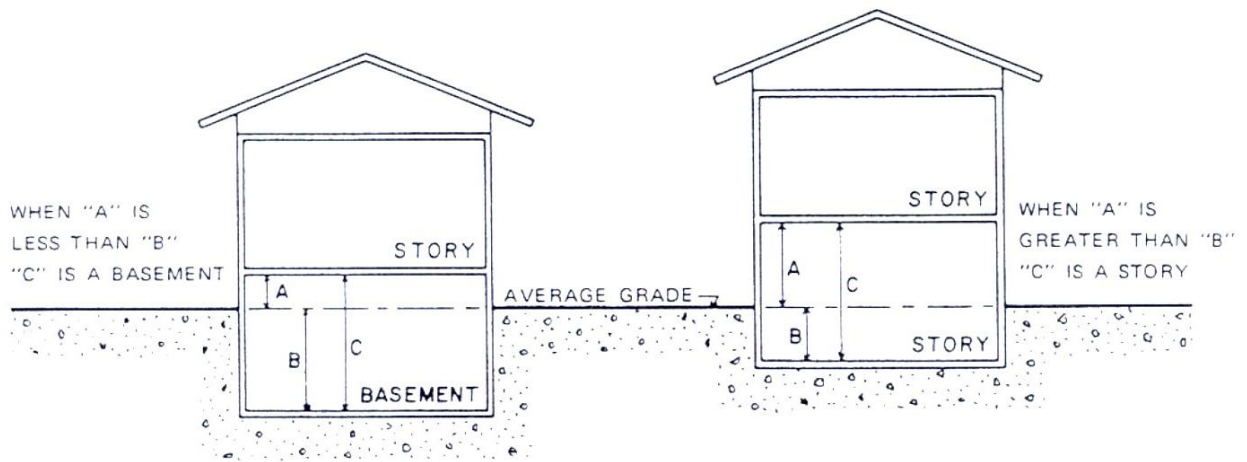
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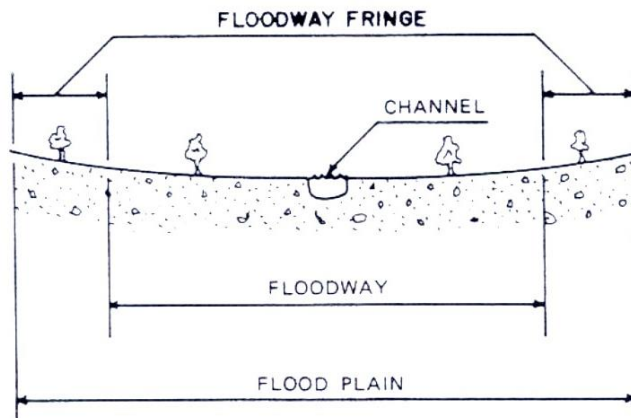
SIDE VIEW

MANSARD ROOF

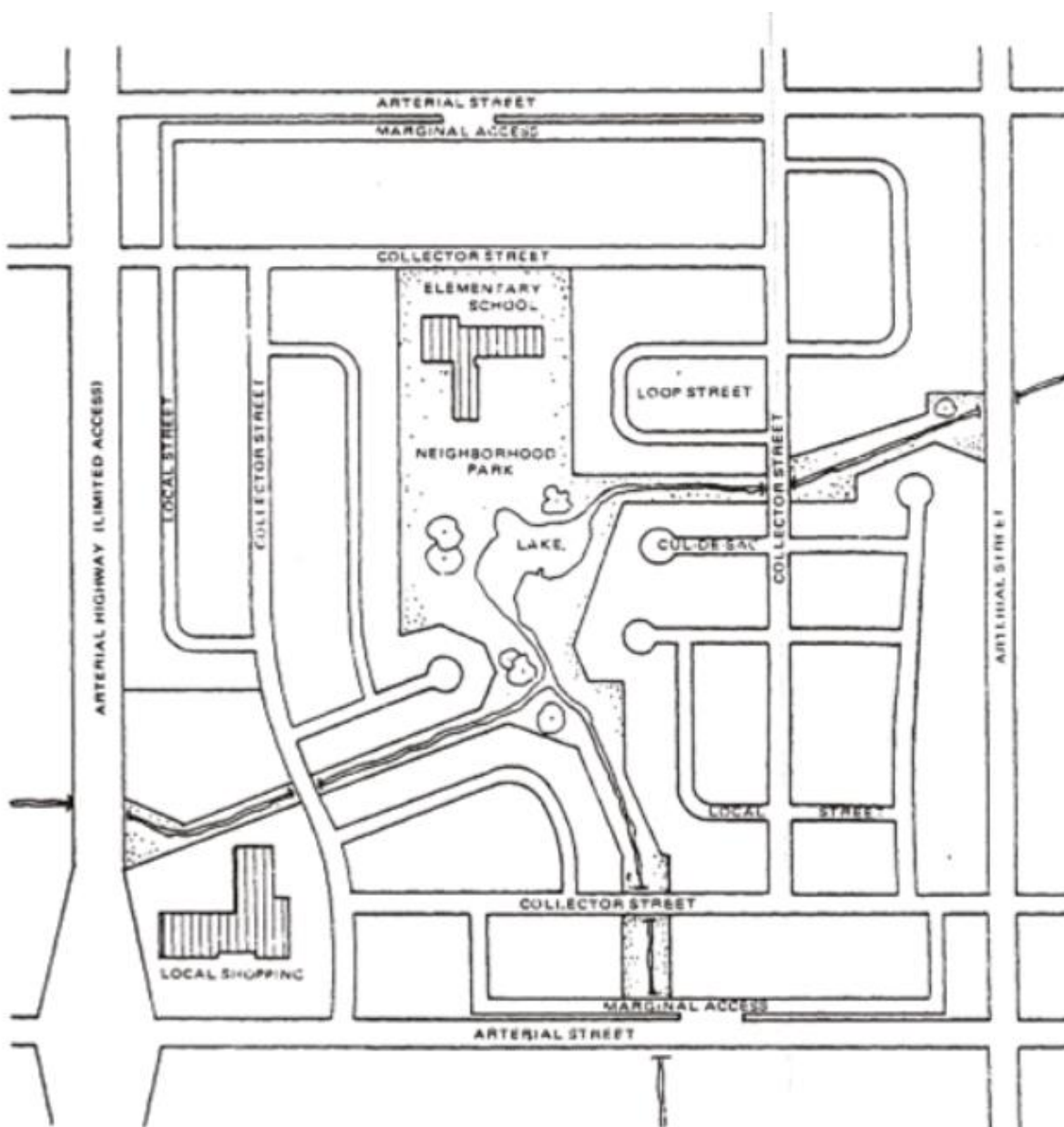
ROOF TYPES AND BUILDING HEIGHT



BASEMENT & STORY

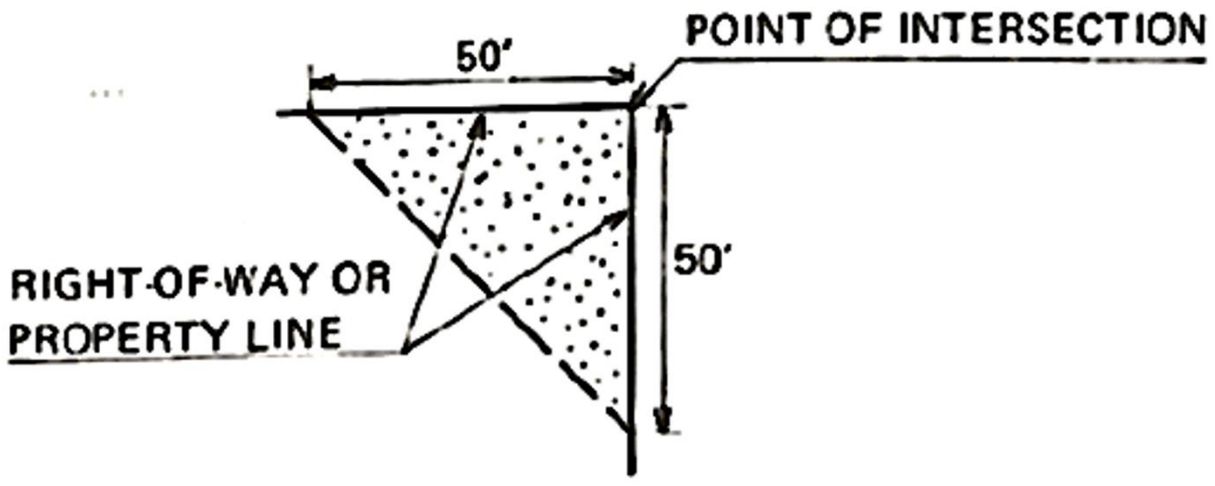


FLOOD PLAIN TERMS



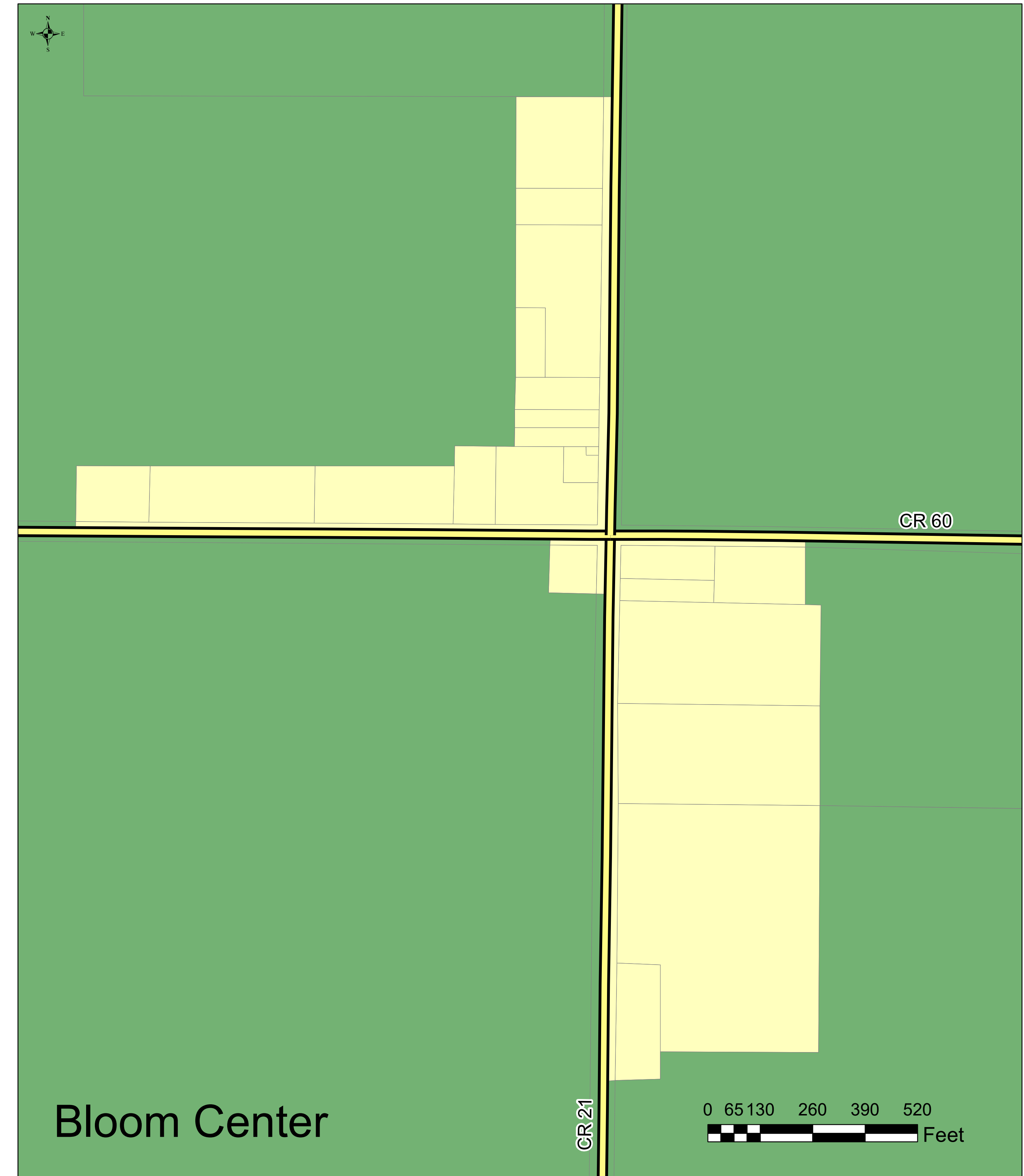
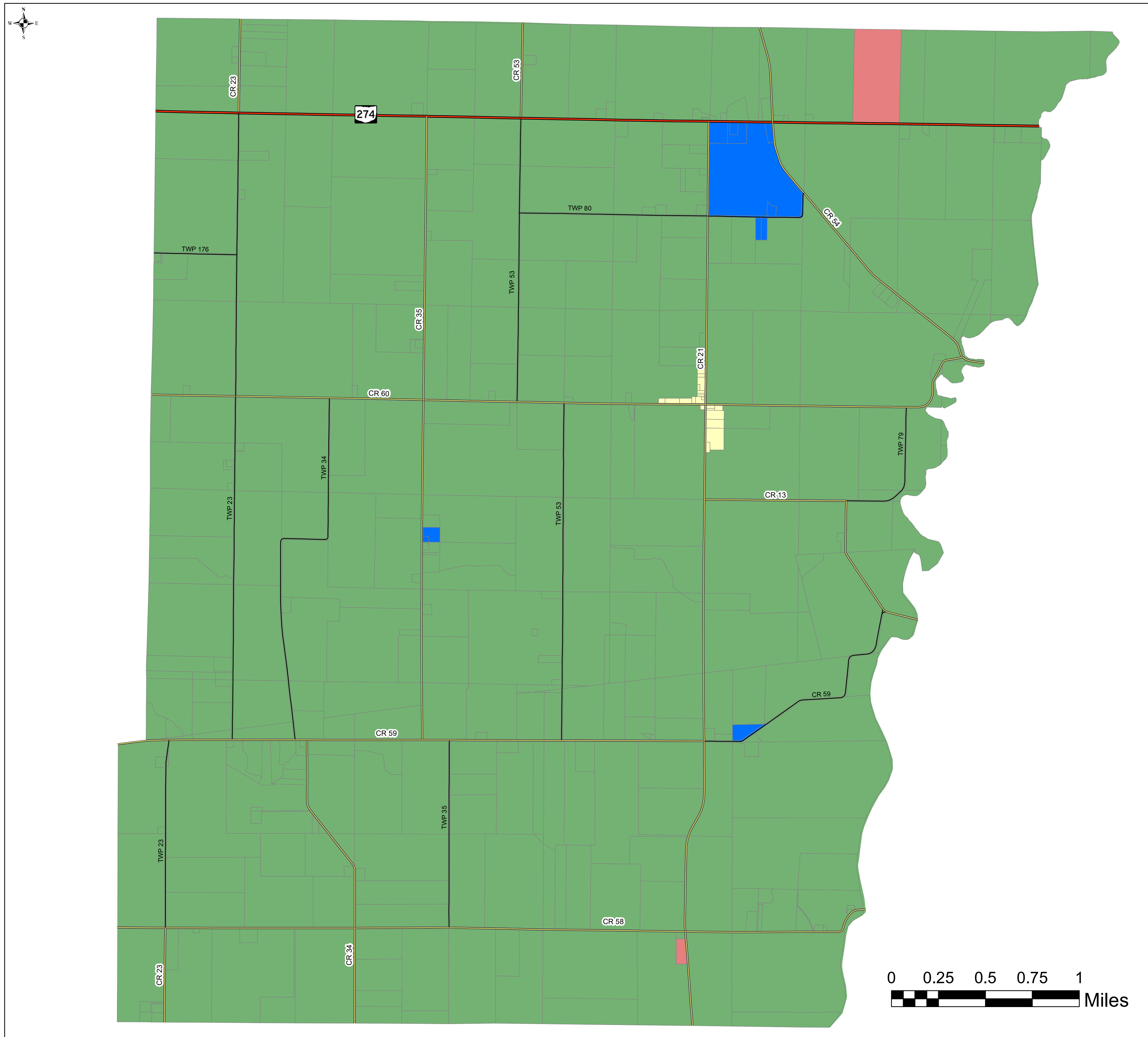
CLASSIFICATION OF THE THOROUGHFARE SYSTEM

5-23



VISIBILITY AT INTERSECTIONS

PROC



Roads	Zoning
Township	U-1
County	R-1
State	B-1
	M-1

Amendments Since Adoption
 (To be hand-written by Zoning Inspector)

Official Zoning Map Bloomfield Township Logan County, Ohio


This is to certify that this is the Official Zoning Map referred to in Section 700 of the Zoning Resolution of the Township of Bloomfield, Logan County, Ohio.

 Date of Adoption

 Chairman, Board of Trustees

 Attest, Fiscal Officer

PROPOSED 5-15-23



**Logan-Union-Champaign
 Regional Planning Commission**
 10820 St. Rt. 347
 East Liberty, OH 43319
 (937) 666-3431

This map was prepared by LUC. Zoning information was provided by the Township, the party responsible for the accuracy and maintenance of this map.

Map Created: 5/15/2023 (ACS)



Staff Report – Jerome Township Zoning Amendment

<p>Jurisdiction:</p> <p>Applicant:</p>	<p>Jerome Township Zoning Commission c/o Shelby Christian 9777 Industrial Parkway Plain City, OH 43064 (614) 873-4480</p> <p>Racetrac Petroleum LLC c/o L.M. Comek, ESQ 17 S High St Ste 700 Columbus, OH 43215 (614) 560-1488 laura@comeklaw.com</p>
<p>Request:</p>	<p>The Zoning Commission received an application to rezone 8.99 +/- acres. The proposal would rezone the acreage from Rural Residential District (RU) to a Planned Development District (PD).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> • 1400080040000 <p>Acreage proposed rezoned:</p> <ul style="list-style-type: none"> • 8.99 +/- acres <p>Existing Use:</p> <ul style="list-style-type: none"> • Agriculture <p>Proposed use:</p> <ul style="list-style-type: none"> • Gas station with associated commercial uses (restaurant and convenience store). • 447 – Gasoline Stations, not including 44719 and 447190 Marine Service Stations and Truck Stops. • 722511 – Full-Service Restaurants and 722513 – Limited-Service Eating Places • 445 Commercial Retail Shops • Outdoor Storage (ice and propane) • Truck weigh stations
<p>Location:</p>	<p>The parcel is located on the southeast corner of US Hwy 33 and US Hwy 42 and the terminus of California Watkins Rd at US42.</p>
<p>Staff Analysis:</p>	<p>This staff report considers the Jerome Township Comprehensive Plan (Jerome Plan), the Jerome Township Zoning Resolution (Resolution), and the Union County</p>



Staff Report – Jerome Township Zoning Amendment

Comprehensive Plan (County Plan).

Area Zoning

The adjacent zoning is Rural Residential (RU), Regional Retail (RR), and Local Retail (LR). There is some Office, Research, Medical (ORM) nearby, and across US Hwy 33 and south of Brock Road is Planned Development (PD).

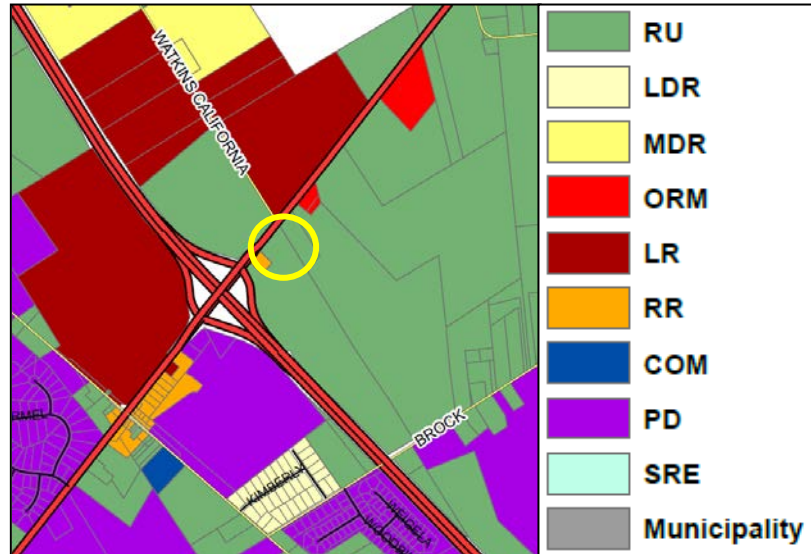


Figure 1. Jerome Township Zoning Map.

The Planned Development District (PD) is established to “promote the general public welfare, encourage the efficient use of land and resources, promote greater efficiency in providing public and utility services, and encourage innovation in planning and building of all types of development in accordance with the Comprehensive Plan” (Resolution, pp. 5-1). Also, in accordance with the Plan, the PD is to promote development that:

- “Provides an opportunity for a mix of open space and other uses not otherwise permitted within the standard zoning district classifications; and
- Allows the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protects the **community’s natural resources by avoiding** development on, and destruction of, sensitive environmental areas; and
- Enables more extensive review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with



Staff Report – Jerome Township Zoning Amendment

	<p>adjacent development; and</p> <ul style="list-style-type: none">• Assures compatibility between proposed land uses within and around the PD through appropriate development controls; and• Enhances the economy of the Township by making available a variety of employment opportunities and providers of goods and services; and• Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are imaginative in architectural design and are consistent with applicable plans for the area and are compatible with adjacent and nearby land uses” (Resolution, pp. 5-1). <p>Additional purposes relative to commercial and office PDs are:</p> <ul style="list-style-type: none">• “Commercial and office development shall be properly managed and the development standards of the PD District clearly specified so that Township officials completely understand the design and impact of a development proposal.• A flexible and creative approach to commercial development is encouraged. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development.• A pedestrian friendly environment is encouraged, interconnecting with adjacent neighborhoods.• Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur” (Resolution, pp. 5-2). <p>The purpose/intent of the RU District is to preserve rural character and provide land suitable or used for very low density residential as defined in the Comprehensive Plan (Resolution, pp. 4-9).</p> <p>The purpose/intent of the RR District is to “provide areas for major retail sites that serve areas larger than 5 miles in radius and are located near freeways and freeway interchanges as identified in the Comprehensive Plan. Regional retail uses are characterized by large retail uses having 75,000 square feet or more in floor area, and associated smaller retailers, and require high visibility and accommodation of high traffic volumes” (Resolution, pp. 4-43).</p>
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Staff Report – Jerome Township Zoning Amendment

Permitted uses in the RR District include:

- 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops.
- 722511 – Full-Service Restaurants
- 4451 – Grocery Stores
- 4452 – Specialty Food Stores
- 4453 – Beer, Wine, and Liquor Stores
- 722513 – Limited-Service Eating Places

Conditional uses also includes:

- Outside display of products for sale, not including boats, recreational vehicles, farm equipment, mobile or manufactured homes, or storage buildings.

General Note about Uses: The Jerome Township Zoning Resolution lists permitted and conditional uses by district. Only a use designated as a permitted use shall be allowed and uses not so designated are prohibited (Resolution, pp. 4-1). Only a use designated as a conditional use may, if approved by BZA, be permitted (Resolution, pp. 4-2).

Note about Uses in the RR District: The Resolution uses 2012 NAICS codes when listing principal and conditional uses.

- The proposal includes 445 – Commercial Retail Shops as a permitted use. However, the NAICS classifies 445 as: 445 – Food and Beverage Stores.
- The proposal lists 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops. However, plans depicting the site layout indicate on Sheet C200 there is a truck scale, large truck-length parking spaces, and fueling spaces.
- The proposal lists Truck Weigh Stations as a permitted use. However, the NAICS classifies Truck or Weighing Station Operations under 488490 – Other Support Activities for Road Transportation.
- Sheet C200 also depicts what appears to be an off-premise sign that is not included in the PD along US Hwy 33.

Jerome Township Comprehensive Plan

The Jerome Township Plan is a guide for decision-makers considering land use changes, and Chapter 6 provides recommendations (Jerome Plan, pp. 6-3).





Staff Report – Jerome Township Zoning Amendment

major arterial and may require multiple access points to serve the volume of traffic moving in and out of the development. These uses are best suited to locations situated along a major arterial or interchange as identified on the plan..." (Jerome Plan, pp. 6-11).

Union County Comprehensive Plan

The Union County Comprehensive Plan identifies this area as **being in the "Southeast Sub-Area" which is a 2 mile buffer** on U.S. 33 to the East, from Marysville to Dublin. The Union County Plan recommends a mix of uses that include residential, commercial, and high density office that can be *integrated throughout the sub-area in a clustered, context-sensitive manner* [emphasis added] (County Plan, pp. 73-74). Staff notes this area is agriculture in character and the rezoning is limited to 8.99 ac. +/-.

Regulation Text & Exhibits

This Text is important because it constitutes the zoning regulations for the property (Resolution, 500.04, 2.). Staff analyzed the proposed Regulation Text and the following are some of the comments and recommendations:

- Table of Contents
 - The page numbers listed in the table of contents and the page numbers do not appear to match up.
- II. Permitted Uses
 - There are two uses listed which are not defined by either the Regulation Text or the Resolution. Staff recommends providing NAICS classifications or providing clear definitions.
- III Other Development Standards
 - a) Maximum Density is listed as n/a. 500.07(5) of the Resolution states that for Commercial and Office Land Use "the density of general commercial development should not exceed 10,000 square feet per acre". Staff recommends that the density calculations to be provided and for a maximum density to be included in the Text.
 - b) Setback. The table for this section has a title that Staff assumes are standards meant for just "Buildings". Yet the standards all have a note that states "for all structures and other use areas". Staff recommends reconciling the title and



Staff Report – Jerome Township Zoning Amendment

	<p>note(s) so that it is clear what the purpose of the table is.</p> <ul style="list-style-type: none">○ b) Setback. There are several instances where asterisks (*) are used to add additional detail. In one instance there are three asterisks used first (***) and then a single (*). Then there is a note for a double asterisk (**) but the double asterisk does not appear anywhere in the table. Staff recommends reworking this table to be easier to read and administer.○ b) Setback. The single asterisk (*) footnote uses the term “side lots”. “Side Lot” is not defined in either the Text or Resolution. Staff recommends clearing up this note or providing a definition.○ g) Access & Other Public Improvements. 500.06(4)(b) requires that the PD have “safe pedestrian and bicycle access”. Staff is unable to locate any examples of safe access for pedestrians or bicycles from OUTSIDE of the proposed site. Staff recommends incorporating safe access to the site for pedestrians and bicycles coming onto the site from outside.○ Open Space – Generally Open space is a required component of all PDs, as stated in the Resolution 500.06(12). PDs without a residential component require a minimum of 10% open space. Staff was unable to locate any open space designations or calculations in the proposal.○ Regulation Text Generally There are also several instances of inconsistent formatting (such as number and unit spacing). While this is not a deal-breaker, it further adds to the overall impression that the Regulation Text needs further polishing and refinement.
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Staff Report – Jerome Township Zoning Amendment

<p>Staff Recommendations:</p>	<p>Staff recommends DENIAL of the proposed zoning parcel amendment.</p> <ul style="list-style-type: none">• The proposed PD is not in conformance with the Jerome Township and Union County Comprehensive Plans.• The area is planned for Regional Retail which prohibits uses depicted on sheet C200 of the proposal.• Staff feels that the Regulation Text is missing required items and needs more polishing and refinement. General standards for PDs can be found in 500.06 of the Resolution, and required items can be found in 500.08 of the Resolution.
<p>Z&S Committee Recommendations:</p>	

*Zoning Commission
Jerome Township
Union County, Ohio*

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480
jerometownship.us

June 27, 2023

L.U.C. Regional Planning Commission
Brad Bodenmiller, Executive Director
Box 219
East Liberty, Ohio 43319

Dear Mr. Bodenmiller:

This letter is to inform you of a proposed amendment to the Jerome Township Zoning Resolution:

Case #: PD23-003 Type: Map Amendment

Name of Applicant: Racetrac Petroleum LLC c/o L.M. Comek, ESA

Location: a +/- 8.99-acre tract located along the easterly side of US 33 at the Southeast corner of U.S. 33 and U.S. 42 and the terminus of California Watkins Road at U.S. 42 and is owned by Billfish LTD and parcel(s) no. 1400080040000 as shown on the County Auditor's current tax list.

Current Zoning Dist.: Rural Residential District (RU)

Proposed Zoning Dist.: Planned Development District (PD)

Enclosed is a copy of the application and other relevant documents and materials. A public hearing for this case before the Zoning Commission has tentatively been set for Monday, July 24, 2023 at 7:00 p.m.

If you need further information, please feel free to contact me.

Sincerely yours,



Shelby Christian
Zoning Clerk/Secretary to the Commission

Enclosure



JEROME TOWNSHIP
 UNION COUNTY, OHIO
 9777 Industrial Parkway
 Plain City, Ohio 43064
 Office (614) 873-4480

Case #: **PD23-003**
 App #: **7405**
 Date Submitted: **6/23/23**
 Fee Amount: **\$2500.00**
 Check #: **0305**

I. PARCEL INFORMATION **ZONING COMMISSION APPLICATION**

Parcel Address: 14000 800 40000		FOR MAP AMENDMENT ONLY	
Parcel No.(s): 10520 US42 Plaincity, OH 43064		Proposed Zoning Dist.: PD	
Description of Location: SE corner of US33 & US42		Number of Proposed Lots: 1	
Parcel/Tract Area: 8.99 AC	Present Zoning Dist.: Ru	Present Use: Ag.	Existing Structures: none
Complete Where Applicable: Engineer/Surveyor: Mannik & Smith			
Builder/Developer: RaceTrac Petroleum LLC			

II. OWNER OF RECORD

Owner Name(s): BILLFISH LTD.	Owner Address: 2357 LANE WOODS DR COLS 4322
--	---

III. APPLICANT INFORMATION

Applicant Name: RaceTrac Petroleum LLC c/o L.M. Comeki, Esq	Applicant Address: 17 S High St. Ste 700 Cols OH 43011
Applicant Phone Number: 614 560 1488	Applicant Email: laurae.comekelaw.com
<input type="checkbox"/> Parcel Owner <input type="checkbox"/> Business Owner/Tenant <input checked="" type="checkbox"/> Attorney/Agent <input type="checkbox"/> Architect/Engineer	

IV. PROJECT TYPE

<input type="checkbox"/> Zoning Map Amendment - Standard Zoning District	<input type="checkbox"/> Misc. Action: _____
<input checked="" type="checkbox"/> Zoning Map Amendment - Planned Development District	<input type="checkbox"/> Detailed Development Plan
<input type="checkbox"/> Zoning Map Amendment - Change to PD Dist. Preliminary Dev. Plan	<input type="checkbox"/> Modification of Detailed Development Plan

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Zoning Inspector.

Applicant Signature: Date: **6.22.23**
 By signing, I certify that I am the owner of the real property or the owner's agent, and that the application is authorized with the full knowledge of the owner.

****FOR OFFICIAL USE ONLY****

Additional Notes:	LUCRPC Review Date: _____	Zoning Com. Hearing Date: _____	Trustee Hearing Date: _____
	<input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved w/ Modifications <input type="checkbox"/> Continued <input type="checkbox"/> Denied	<input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved w/ Modifications <input type="checkbox"/> Continued/Other <input type="checkbox"/> Denied/Disapproved	<input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved w/ Modifications <input type="checkbox"/> Continued/Other <input type="checkbox"/> Denied

Stephanie Ciotola, Co-Trs.
5494 Carnoustie Court
Dublin, OH 43017

Select Sires
11740 US 42 N
Plain City, OH 43064

Jerome Village Company
375 N Front St.
Columbus, OH 43215

Schrader 10944 LLC
10944 Watkins Rd.
Marysville, OH 43040

Laura MacGregor Comek, Esq.
17 S High St. Suite 700
Columbus, Oh 43215

Stephanie Ciotola, Co-Trs.
5494 Carnoustie Court
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17 S High St. Suite 700
Columbus, Oh 43215

Zoning Commission Statement

The Planned Development ("PD" or "Site") is comprised of approximately 8.99+/- acres located along the easterly side of US33, at the SE corner of US33 and US42 and the terminus of California Watkins Road at US42. The Site is currently zoned rural (RU). The Site is planned for a gas station with associated commercial uses (restaurant and convenience store).



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Parcel Amendment Checklist

Date: 6/26/2023 Township: Jerome

Amendment Title: PO23-003 - Race trac Petroleum

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parcel Number(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant's Name and contact information	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Current Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Current Land Use	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Land Use	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input type="checkbox"/>	<input type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input type="checkbox"/>	<input type="checkbox"/>
Any other supporting documentation submitted by applicant	<input type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input checked="" type="checkbox"/> n/a	<input type="checkbox"/> n/a

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

10820 St. Rt 347, PO Box 219
 East Liberty, Ohio 43319
 • Phone: 937-666-3431 •

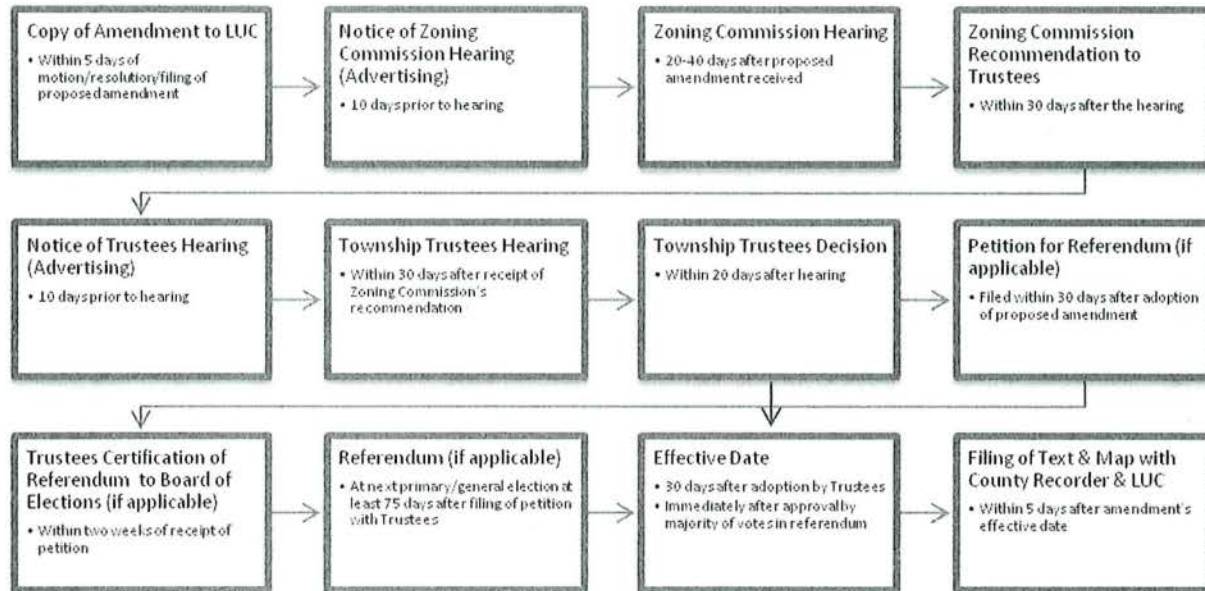
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Township Zoning Amendment Process (ORC 519.12)



10820 St. Rt 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

COPY

ZONING COMMISSION APPLICATION

RACETRAC PETROLEUM, LLC
SE CORNER OF US33 & US42
JEROME TOWNSHIP, UNION COUNTY, OH



Designed By:

MANNIK & SMITH GROUP

1160 DUBLIN AVE COLUMBUS, OHIO



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RaceTrac Architectural Elevations	pg. 35
Copy of Address Mailing Labels	pg. 36



RaceTrac Jerome – US42
PD Text
PD _____

June 22, 2023

PLANNED DEVELOPMENT DISTRICT REGULATION TEXT

Development Name: RaceTrac Jerome – US42

Applicant: RaceTrac Petroleum LLC

Owner: BillFish Ltd.

Legal Counsel: Laura MacGregor Comek, Esq.
Laura M Comek Law LLC
17 S. High St., Suite 700
Columbus, Ohio 43215
614.560.1488
Laura@comeklaw.com

Engineer: The Mannik & Smith Group, Inc.
Kyle J. Wrentmore, PE, Project Manager
1160 Dublin Road, Suite 100
Columbus, Ohio 43215
614.441.4222



Application No: PD _____

Application Date: June 22, 2023

Date of Adoption: _____

I. INTRODUCTION.



The Planned Development ("PD" or "Site") is comprised of approximately 8.99+/- acres located along the easterly side of US33, at the SE corner of US33 and US42 and the terminus of California Watkins Road at

US42. The Site is currently zoned rural (RU). The Site is planned for a gas station with associated commercial uses (restaurant and convenience store).

II. PERMITTED USES. Within this Planned Development District, the following uses shall be permitted:

1. 447 – Gasoline Stations, not including 44719 and 447190 Marine Service Stations and Truck Stops
2. 722511 – Full-Service Restaurants and 722513 – Limited-Service Restaurants
3. 445 Commercial Retail Shops
4. Outdoor storage (ice and propane)
5. Truck weigh stations

III. OTHER DEVELOPMENT STANDARDS. Within this Planned Development District, the following development standards shall apply to all uses:

a) Maximum Density. n/a

b) Setback. The following setbacks are identified on the Zoning Site Plan and set forth in the tables below. Conflicting or overlapping setbacks as between this regulation text/Zoning Site Plan and the general provisions of the Zoning Resolution shall be resolved first in favour of this regulation text/Zoning Site Plan, and then to the general provisions of the Zoning Resolution.

Building* Setbacks (from Public* Street)**

North along US42	60 ft for all structures and other use areas.
East (Private Drive) Property Boundary Line	20ft for all structures and other use areas.
West Boundary Line (US33)	20 ft for all structures and other use areas.
South (rear) Boundary Line	30 ft for all structures and other uses areas.

*Internal setbacks for side lots or private drive(s) shall be 10 feet

** Perimeter fencing in the form of a black 3 rail fence and intermittent stone columns at entrances and corners, as shown in Attachment A, with open breaks for signage and drainage, as may apply, shall be installed at or within 2 feet of the right of way line along US42.

*** Ground mounted signage, per Attachment B, may be installed at a minimum 1 foot setback from the right of way line along US42 and at an open break within the perimeter black 3 rail fencing.

Paving/Parking Setbacks (from Public* Street)

North/Front Yard Setback	30ft
East and West Sides Yard Setback	10ft
South/Rear Yard Setback	10ft

*Internal setbacks for side lots or private drive(s) shall be 10 feet

c) Minimum Lot Width & Area.

- i) The minimum lot width for lots shall be 100ft.

d) Maximum Lot Coverage. The maximum permitted lot coverage shall be 5.1%

e) Maximum Height. The maximum height of any building shall be 35 feet. Maximum Height For signage is addressed separately below.

f) Parking and Loading Areas. Off-street parking shall be as depicted on the Zoning Site Plan and otherwise as provided for in accordance with the provisions of Chapter 610 of the Zoning Resolution.

g) Access & Other Public Improvements. Vehicular access to the Site shall be as shown on the Zoning Site Plan, subject to the approval of the relevant public regulatory agencies.

- i) The Zoning Site Plan depicts a new private drive.
- ii) Public roads, stormwater management facilities, and other public improvements shall be designed to the standards established by or as otherwise approved by the County Engineer's Office or other relevant regulatory agency.

h) Screening & Landscaping. Landscaping shall be as depicted on the Zoning Landscape Plan, or otherwise comply with all provisions of Section 500.06(10) of the Zoning Resolution, the general standards contained in Chapter 620 of the Zoning Resolution.

- i) Uniform street trees shall be provided along US42 at a rate of 4:100 linear feet.

- ii) Parking lots shall have headlight screening as generally depicted on the Zoning Landscape Plan.
- iii) The Site is well served by existing topography and mature trees which screen the Site on the west, and east. To the south, along the Site boundary, a double row of evergreen trees, with evergreen trees and mounding, shall be provided.
- iv) All outdoor storage shall be screened in accordance with the provisions of Chapter 620 of the Zoning Resolution with the exception of an outdoor ice box which shall not require screening. Propane storage shall be screened on 3 sides with materials and colours compatible with the primary building, and the 4th side as a gate of similar style/colour.

i) Building Design/Standards. The following development standards shall apply to all buildings within the PD:

- i) Permitted exterior materials include brick, brick veneer, stone, cultured stone, stucco, EIFS, painted metal, and split faced block or any combination thereof.
- ii) Building design shall be in general accordance with the building elevations submitted with this text.

j) Signage. Signage for the proposed development shall be as set forth in the RaceTrac signage mini book (Attachment B). Supplemental to Attachment B are the regulations for all signs provided for by Chapter 615 of the Zoning Resolution.

- i) A freeway oriented sign, fifty feet in height and 300 square feet in area, is proposed for locational spotting (see depiction and specifications on Attachment B). The freeway signage is proposed to augment the freeway location, increase visibility and mitigate sight issues associated with rate of freeway speed, distance for visibility and challenging topography of the area. This signage located off-premises, on the adjacent parcel with permission of the owner/easement, and where approximately shown on the Zoning Site Plan.

k) Lighting. Exterior lighting shall conform to all applicable requirements of the Zoning Resolution and the architectural details of Attachment A (ie., substantially similar style and colour). The maximum height of freestanding exterior light structures shall be 30ft.

IV. DEVELOPMENT STANDARDS NOT PROVIDED. In accordance with Section 500.04(2) of the Zoning Resolution, the standards and regulations provided in this Regulation Text, including Enclosures and Attachments, shall constitute the zoning regulations for and shall apply only to this Planned Development District. All development standards not specifically addressed by this Regulation Text shall be regulated by those general development standards set forth in the Zoning Resolution; however, in the event of any ambiguity, the Regulation Text, including all incorporated maps, plans, and exhibits, shall be interpreted in order to give effect to and resolve any ambiguities in favor of the zoning regulations contained herein. In accordance with the Zoning Resolution, minor deviations from the plans and exhibits submitted with this Regulation Text (the "Zoning Plan") may be approved in conjunction with review and approval of the applicable Development Plan(s).

Enclosures:

Text Attachment A – Architectural Details, Fencing, signage

Text Attachment B – Sign Package, entitled RaceTrac signage mini-book

Zoning Site Plan

Zoning Landscape Plan

Conceptual Building Elevations

Attachment A – Architectural Design Elements



Figure A



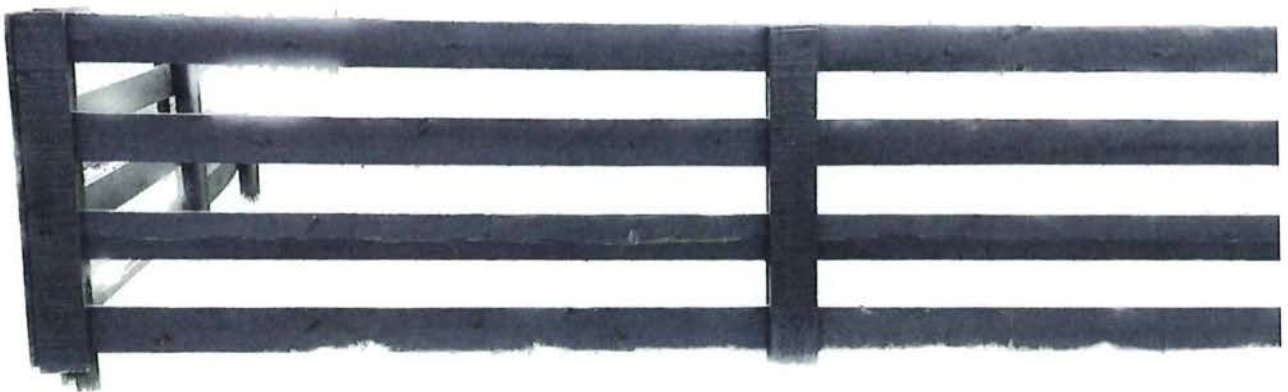
Figure B

Attachment A – Architectural Design Elements



Figure C

Figure D



Attachment A – Architectural Design Elements



Figure E



Figure F

Attachment A – Architectural Design Elements



Figure G



Figure H.

40 ft.

Attachment A – Architectural Design Elements

Figure I – Commercial Fencing Alternative



Figure J



ZONING MAP AMENDMENT - PLANNED DEVELOPMENT DISTRICT

RACETRAC

PROJECT #1594 | STORE #TBD

10520 U2-42, PLAIN CITY, UNION COUNTY, OHIO 43064

DEVELOPER

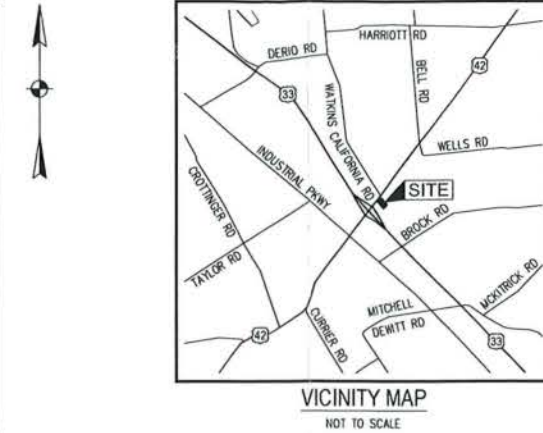
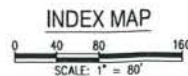
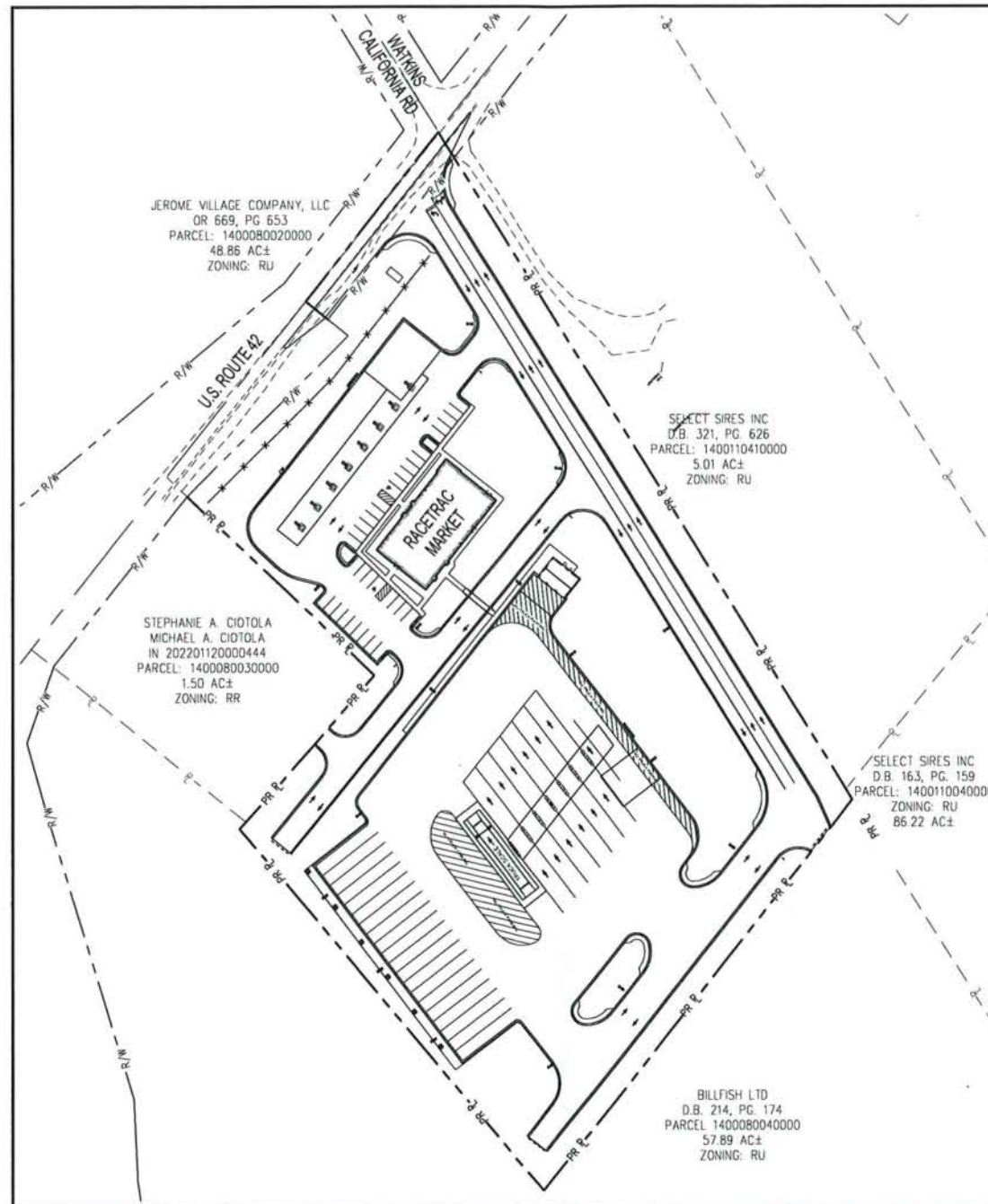
RACETRAC PETROLEUM, INC
 CONTACT: BRENDAN SEXTON
 200 GALLERIA PARKWAY SE, SUITE 100
 ATLANTA, GEORGIA 30339
 (678) 491-5377

CONSULTANTS

DESIGN CONSULTANT THE MANNIK & SMITH GROUP, INC. PROJ. MGR: KYLE J. BRENTNORE, PE 1160 DUBLIN ROAD, SUITE 100 COLUMBUS, OHIO 43215 (614) 441-4222	SURVEYOR DGL CONSULTING ENGINEERS CONTACT: MARK ALLEN SMITH, PS 5900 VENTURE DRIVE, SUITE D DUBLIN, OHIO 43017 (614) 356-7150
---	---

INDEX OF SHEETS

TITLE SHEET	C000
EXISTING BOUNDARY SURVEY	C100
EXISTING CONDITIONS	C101
ZONING SITE PLAN	C200
ZONING UTILITY PLAN	C300
OVERALL LANDSCAPE PLAN	L100
LANDSCAPE PLAN - MARKET	L101
LANDSCAPE PLAN - TRUCK STATION	L102



ZONING DATA

ZONING	PROPOSED DEVELOPMENT
ZONING	PD
LOT AREA (GROSS)	9,313 AC±
LOT WIDTH	457.12 FT
BUILDING SETBACKS	
PUBLIC STREET	60 FT
SIDE YARD	20 FT
REAR YARD	30 FT
BUILDING HEIGHT	35 FT MAX
BUILDING FLOOR AREA	8,400 SF±
LOT COVERAGE	5.1%
PARKING SETBACKS	
PUBLIC STREET	30 FT
SIDE YARD	10 FT
REAR YARD	10 FT
VEHICLE PARKING	
TOTAL SPACES	34
ACCESSIBLE SPACES	2
LARGE TRUCK PARKING	
TOTAL SPACES	20

ENGINEER OF RECORD



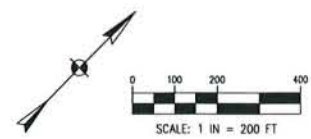
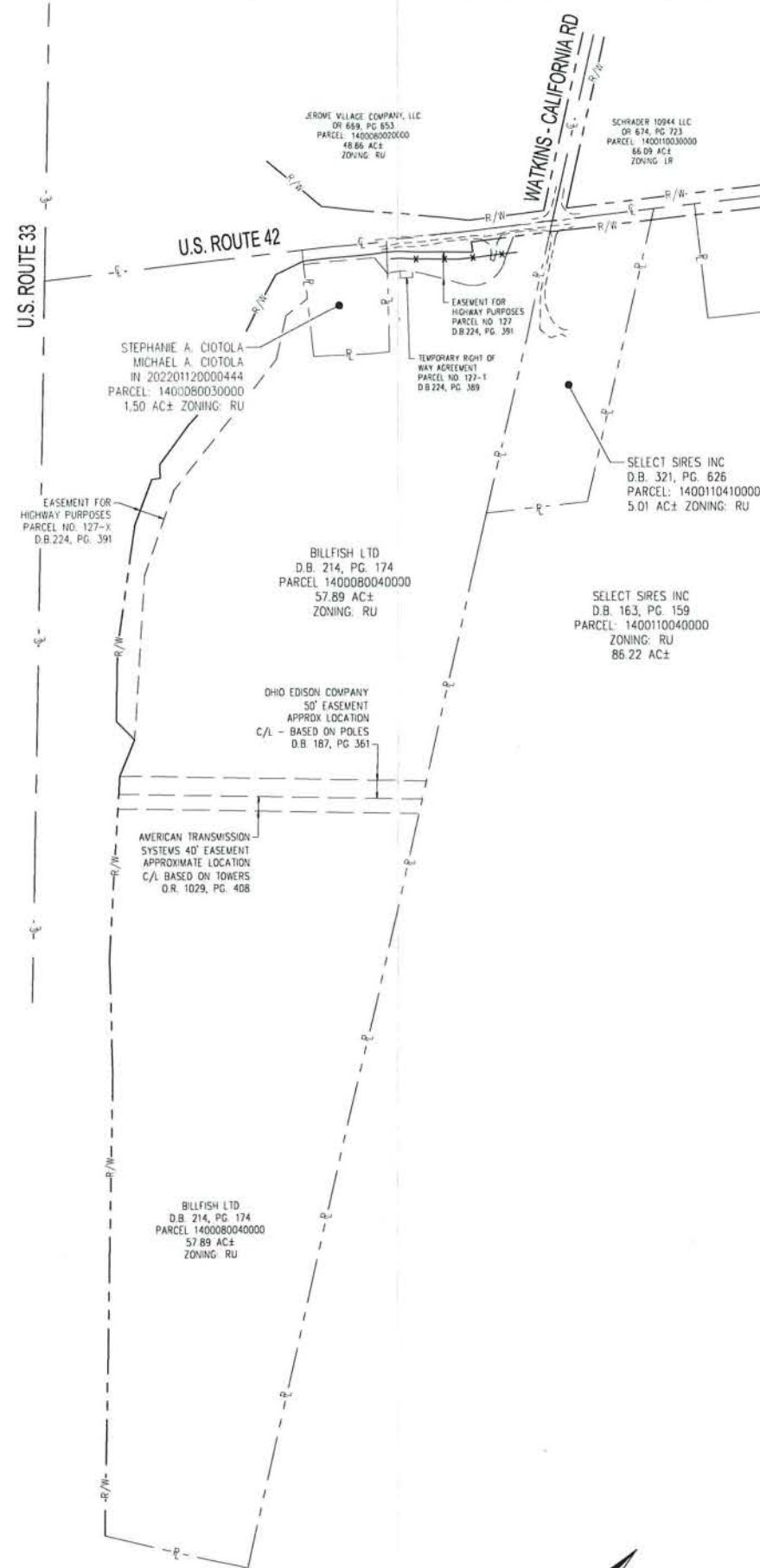
CONTACT: MICHAEL MSAVOY, PE
 ADDRESS: 1160 DUBLIN ROAD, SUITE 100
 COLUMBUS, OH 43215
 PHONE: 614.441.4222
 EMAIL: MMSAVOY@MANNIKSMITHGROUP.COM

REGISTERED PROFESSIONAL ENGINEER DATE

	DATE
<p>THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.</p>	
<p>RaceTrac</p>	<p>RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 100 AT LANTA, GA 30339 (770) 431-7000</p>
<p>TITLE SHEET</p>	<p>RACETRAC #T.B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064</p>
<p>DRAWN-BY: MJM</p>	<p>DATE: 06-19-2023</p>
<p>C000</p>	
<p>SHEET NO.</p>	<p>VERSION</p>

LEGEND

- R- EXISTING PROPERTY LINE
- R/W- RIGHT OF WAY LINE



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<p>RaceTrac RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 100 ATLANTA, GA 30338 (770) 451-7600</p>	
EXISTING BOUNDARY SURVEY RACETRAC FT. B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	TECHNICAL SKILL - CREATIVE SPIRIT.
DRAWN BY: MJM DATE: 06-19-2023 SCALE:	NO. DATE
C100 SHEET NO.	VERSION

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LEGEND

- EXISTING PROPERTY LINE
- RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING DITCH / SWALE DRAINAGE ARROW
- EXISTING OVERLAND DRAINAGE ARROW

PROPOSED PARCEL SPLIT LEGAL DESCRIPTION

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, BEING WITHIN VIRGINIA MILITARY SURVEY NO. 9736, BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO BILLFISH LTD, OF RECORD IN DEED BOOK 214, PAGE 174, ALL BEING OF RECORD IN THE RECORDER'S OFFICE, UNION COUNTY, OHIO AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT BOX FOUND MARKING THE INTERSECTION OF THE CENTERLINE OF WATKINS - CALIFORNIA ROAD (COUNTY ROAD 22 - 60 FEET WIDE) AND THE ORIGINAL CENTERLINE OF U.S. ROUTE 42 (AS SHOWN ON UNI-33-12.04 (P.B. 3, PG. 375) AND UNI - 42 - 3.03 - 10.3 - VARIOUS WIDTH), ALSO BEING THE COMMON CORNER OF SAID BILLFISH TRACT AND THAT TRACT OF LAND DESCRIBED IN DEED TO SELECT SIRES, INC., OF RECORD IN DEED BOOK 321, PAGE 626;

THENCE SOUTH 32°03'19" EAST, A DISTANCE OF 832.60 FEET, PASSING 5/8-INCH REBAR FOUND (CLAPPSADDE CAP - 0.4" DOWN) AT A DISTANCE OF 32.11 FEET, WITH THE COMMON LINE OF SAID BILLFISH TRACT OF LAND AND SAID SELECT SIRES TRACT OF LAND, ALSO BEING WITH THE COMMON LINE OF SAID VIRGINIA MILITARY SURVEY 9736 AND 5611, TO AN IRON PIN SET;

THENCE THROUGH SAID BILLFISH LTD TRACT OF LAND THE FOLLOWING COURSES:

SOUTH 38°28'00" WEST, A DISTANCE OF 529.16 FEET, TO AN IRON PIN SET;

NORTH 40°14'18" WEST, A DISTANCE OF 502.28 FEET, TO AN IRON PIN SET;

NORTH 42°01'09" EAST, A DISTANCE OF 216.57 FEET, TO AN IRON PIN SET;

NORTH 46°26'00" WEST, A DISTANCE OF 274.38 FEET, TO AN IRON PIN SET IN THE LIMITED ACCESS RIGHT OF WAY OF U.S. ROUTE 42 (SHEET 43 OF THE PLAN SET OF UNI-33-12.04-20.34 - P.B. 3, PAGE 375), ALSO BEING IN THE NORTHWEST LINE OF PARCEL NO. 127 (EASEMENT FOR HIGHWAY PURPOSES FOR FRONTAGE ROAD 'D'), OF RECORD IN DEED BOOK 224, PAGE 391;

THENCE NORTH 45°08'20" EAST, A DISTANCE OF 240.98 FEET, WITH THE COMMON LINE OF SAID LIMITED RIGHT OF WAY AND SAID PARCEL 127, TO A 1-INCH IRON PIPE FOUND;

THENCE NORTH 51°32'00" WEST, A DISTANCE OF 58.00 FEET, PASSING AN IRON PIN SET AT A DISTANCE OF 28.00 FEET, WITH THE COMMON LINE OF SAID LIMITED RIGHT OF WAY AND SAID PARCEL 127, TO A POINT IN THE ORIGINAL CENTERLINE OF SAID U.S. ROUTE 42 AND THE NORTH LINE OF SAID BILLFISH TRACT OF LAND;

THENCE NORTH 36°28'00" EAST, A DISTANCE OF 228.38 FEET, WITH THE ORIGINAL CENTERLINE OF SAID U.S. ROUTE 42 AND THE NORTH LINE OF SAID BILLFISH TRACT OF LAND, TO THE TRUE POINT OF BEGINNING, CONTAINING IN ALL 8.203 ACRES OF LAND MORE OR LESS, OF WHICH 0.154 ACRES LIES WITHIN U.S. ROUTE 42 RIGHT OF WAY, SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS AND PRIOR EASEMENTS OF RECORD.

U.S. ROUTE 33
PUBLIC RIGHT OF WAY

U.S. ROUTE 42
ODOT R/W VARIES IN WIDTH - PUBLIC

PROPOSED PARCEL SPLIT
FOR RACETRAC
8.99 AC - GROSS
0.154 AC - US 42 R/W
8.836 AC - NET

STEPHANIE A. CIOTOLA
MICHAEL A. CIOTOLA
IN 20220120000444
PARCEL: 140008030000
1.50 AC±
ZONING: RR

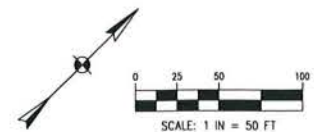
JEROME VILLAGE COMPANY, LLC
OR 689, PG. 553
PARCEL: 1400080020000
48.86 AC±
ZONING: RU

SCHRADER-10944 LLC
OR 674, PG. 723
PARCEL: 1400110030000
66.09 AC±
ZONING: LR

SELECT SIRES INC
D.B. 321, PG. 626
PARCEL: 1400110410000
5.01 AC±
ZONING: RU

BILLFISH LTD
D.B. 214, PG. 174
PARCEL 1400080040000
57.89 AC±
ZONING: RU

SELECT SIRES INC
D.B. 163, PG. 159
PARCEL: 1400110040000
86.22 AC±



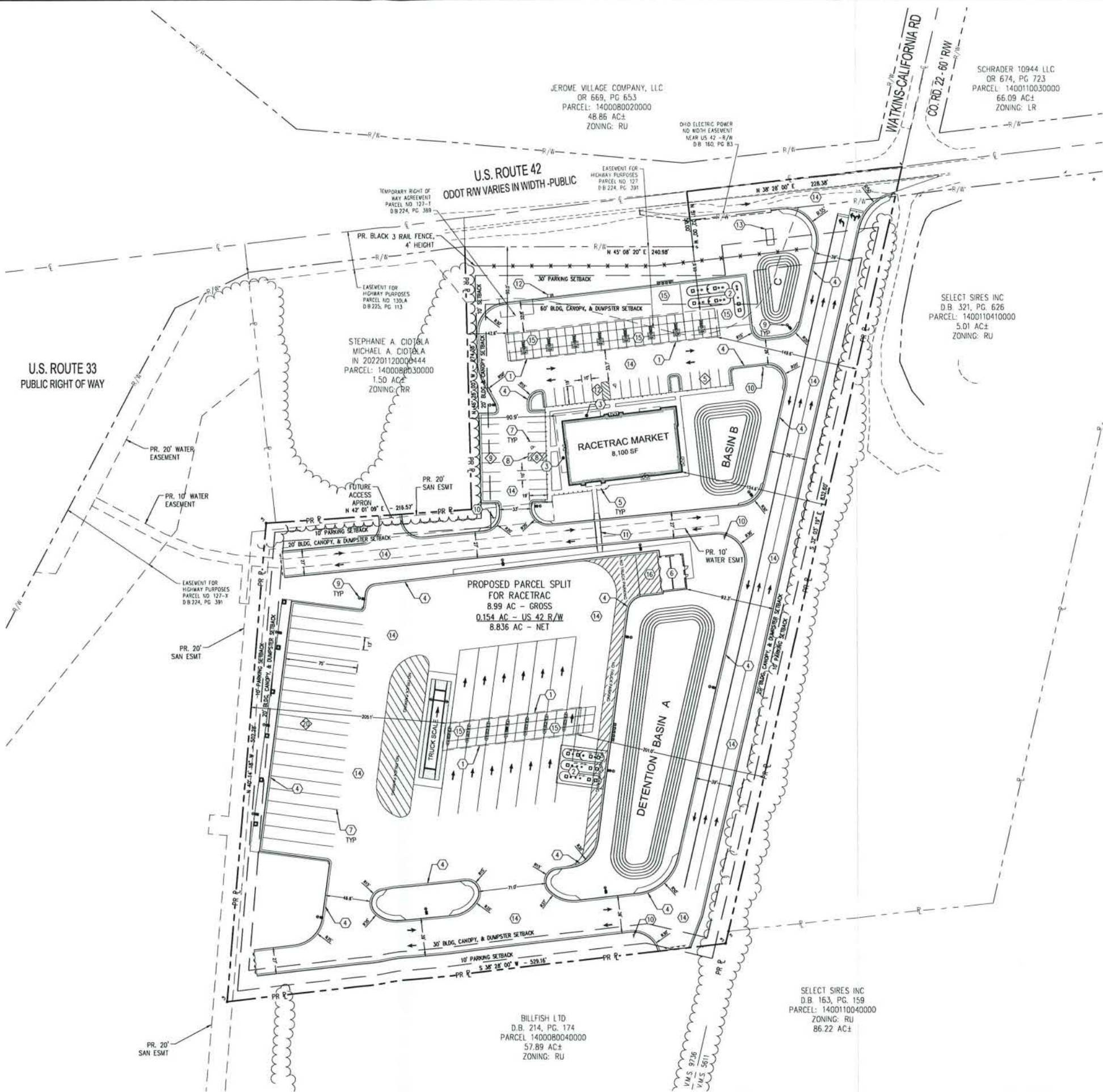
	DATE
	NO.
<p style="text-align: center; font-size: small;">TECHNICAL SKILL. CREATIVE SPIRIT.</p> <p style="text-align: center; font-size: x-small;">www.MannikSmithGroup.com</p>	
THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.	
<p style="text-align: center; font-size: x-small;">RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 100 ATLANTA, GA 30339 (770) 431-7800</p>	
EXISTING CONDITIONS RACETRAC #T.B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	DRAWN-BY: MJM DATE: 06-19-2023 SCALE:
C101 SHEET NO. VERSION	

LEGEND

- R- EXISTING PROPERTY LINE
- R/W- RIGHT OF WAY LINE
- PR R- PROPOSED PROPERTY LINE
- ◇ PARKING COUNT
- PROPOSED LIGHT POLES

CODED NOTES















- ① FUEL STATIONS AND CANOPY
- ② UNDERGROUND FUEL STORAGE TANK AREA
- ③ PATIO DINING AREA
- ④ CONCRETE CURB & GUTTER
- ⑤ BOLLARD
- ⑥ DUMPSTER ENCLOSURE
- ⑦ 4" WHITE STRIPING FOR PARKING STALLS
- ⑧ ADA ACCESSIBLE PARKING SPACE STRIPING
- ⑨ DECORATIVE LIGHT POLES
- ⑩ STOP SIGN
- ⑪ CROSSWALK
- ⑫ AIR/VAC SERVICE
- ⑬ GROUND MONUMENT SIGN
- ⑭ ASPHALT PAVEMENT
- ⑮ CONCRETE PAVEMENT

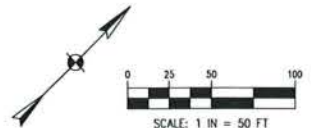
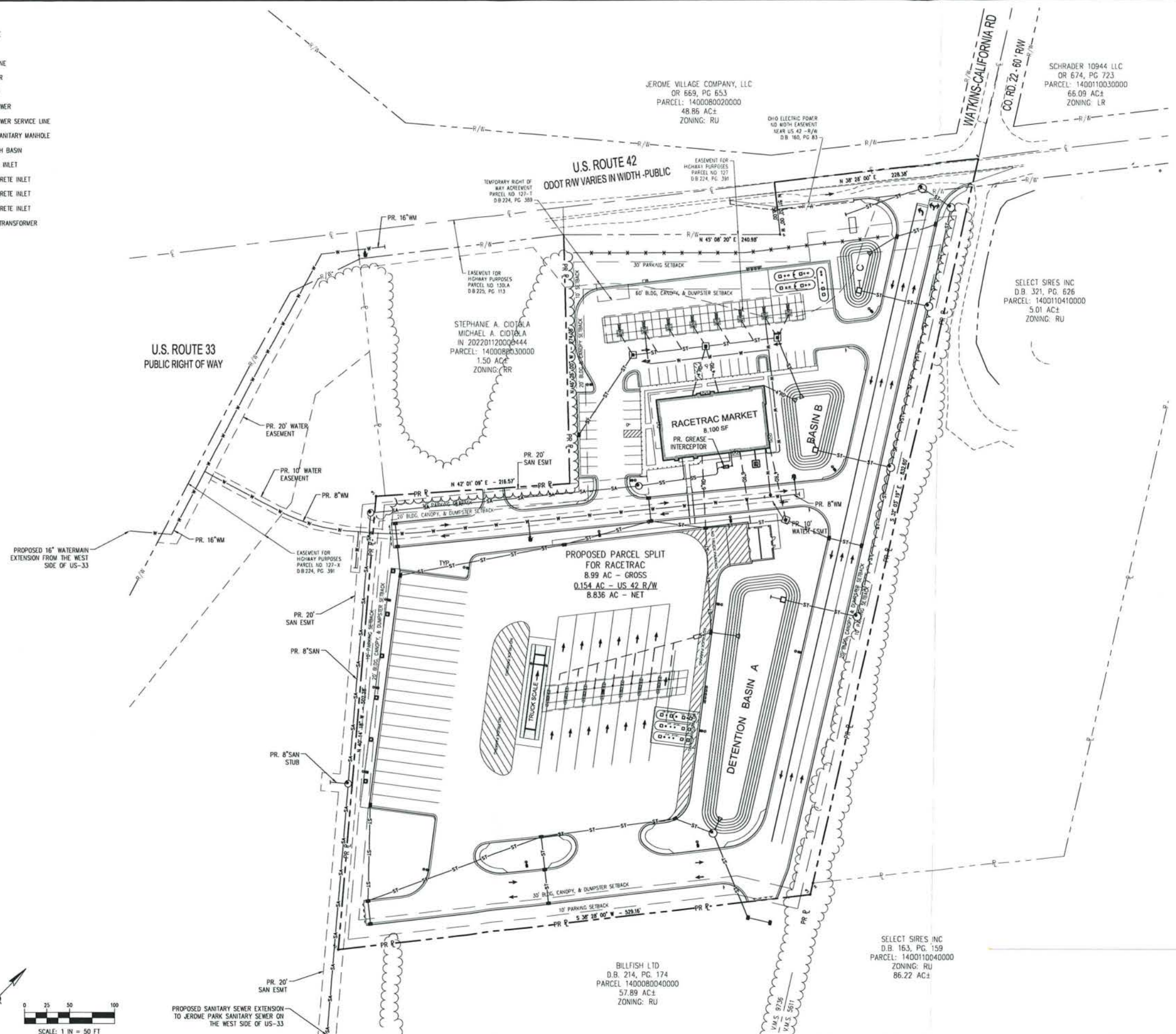


	DATE
	NO.
 <p>TECHNICAL SKILL CREATIVE SPIRIT.</p> <p>www.MannikSmithGroup.com</p>	
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 <p>RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 100 ATLANTA, GA 30338 (770) 431-7800</p>	
ZONING SITE PLAN RACETRAC #T.B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	
DRAWN BY: MJM	DATE: 06-19-2023
SCALE:	SCALE:
C200 SHEET NO.	VERSION

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LEGEND

-  EXISTING PROPERTY LINE
-  RIGHT OF WAY LINE
-  PROPOSED PROPERTY LINE
-  PROPOSED STORM SEWER
-  PROPOSED WATER MAIN
-  PROPOSED SANITARY SEWER
-  PROPOSED SANITARY SEWER SERVICE LINE
-  PROPOSED STORM OR SANITARY MANHOLE
-  PROPOSED STORM CATCH BASIN
-  PROPOSED STORM CURB INLET
-  PROPOSED STORM CONCRETE INLET
-  PROPOSED STORM CONCRETE INLET
-  PROPOSED STORM CONCRETE INLET
-  PROPOSED ELECTRICAL TRANSFORMER



	NO.		DATE
 TECHNICAL SKILL CREATIVE SPIRIT.			
THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS ANY USE OF SAME WITHOUT WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.			
 RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 100 ATLANTA, GA 30339 (770) 431-7600		ZONING UTILITY PLAN RACETRAC #T.B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	
DRAWN-BY	MJM	DATE	06-19-2023
SCALE		SHEET NO.	VERSION
C300			

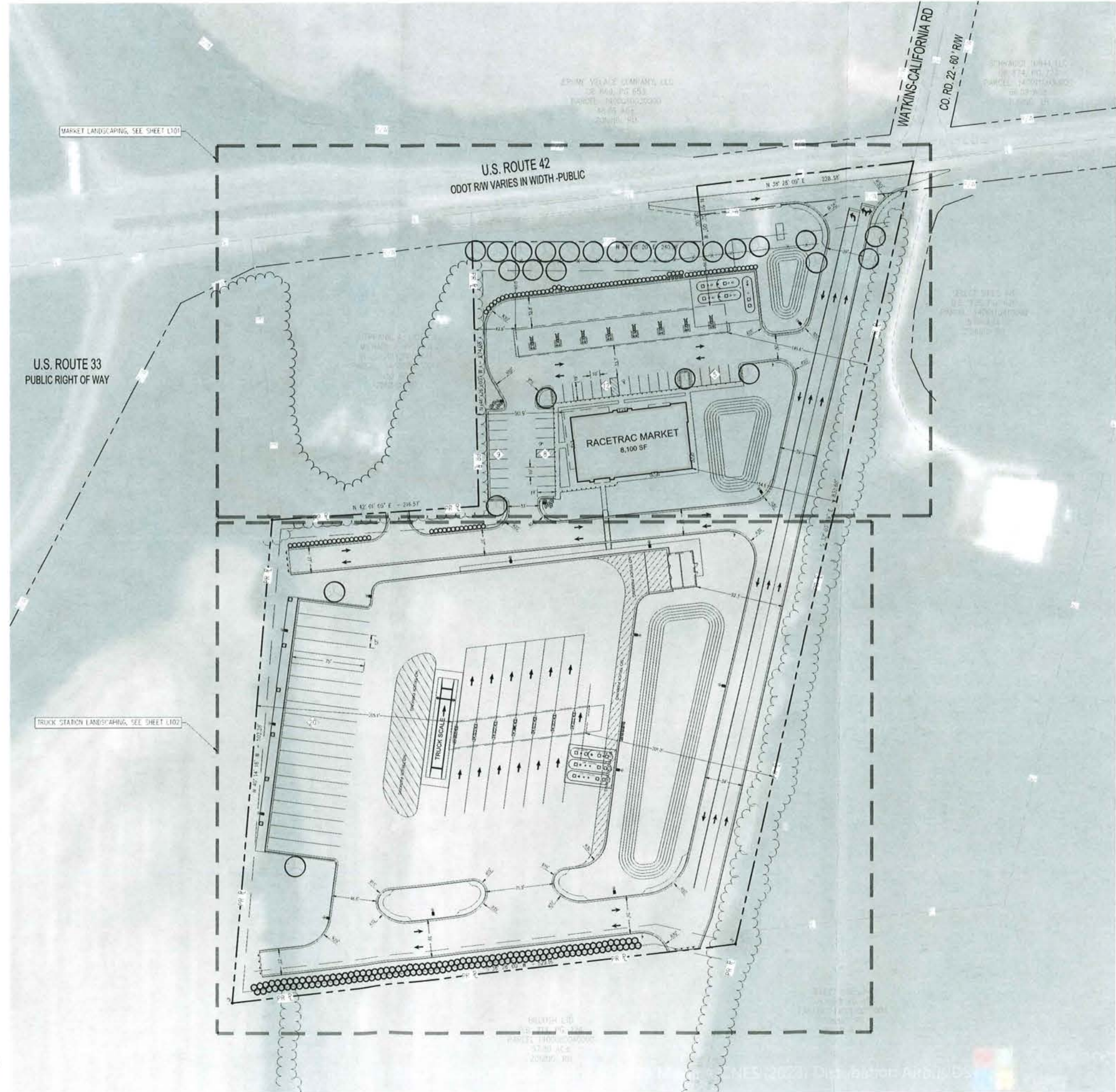
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LEGEND








LANDSCAPE CODE REQUIREMENTS

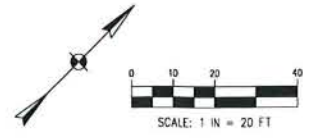
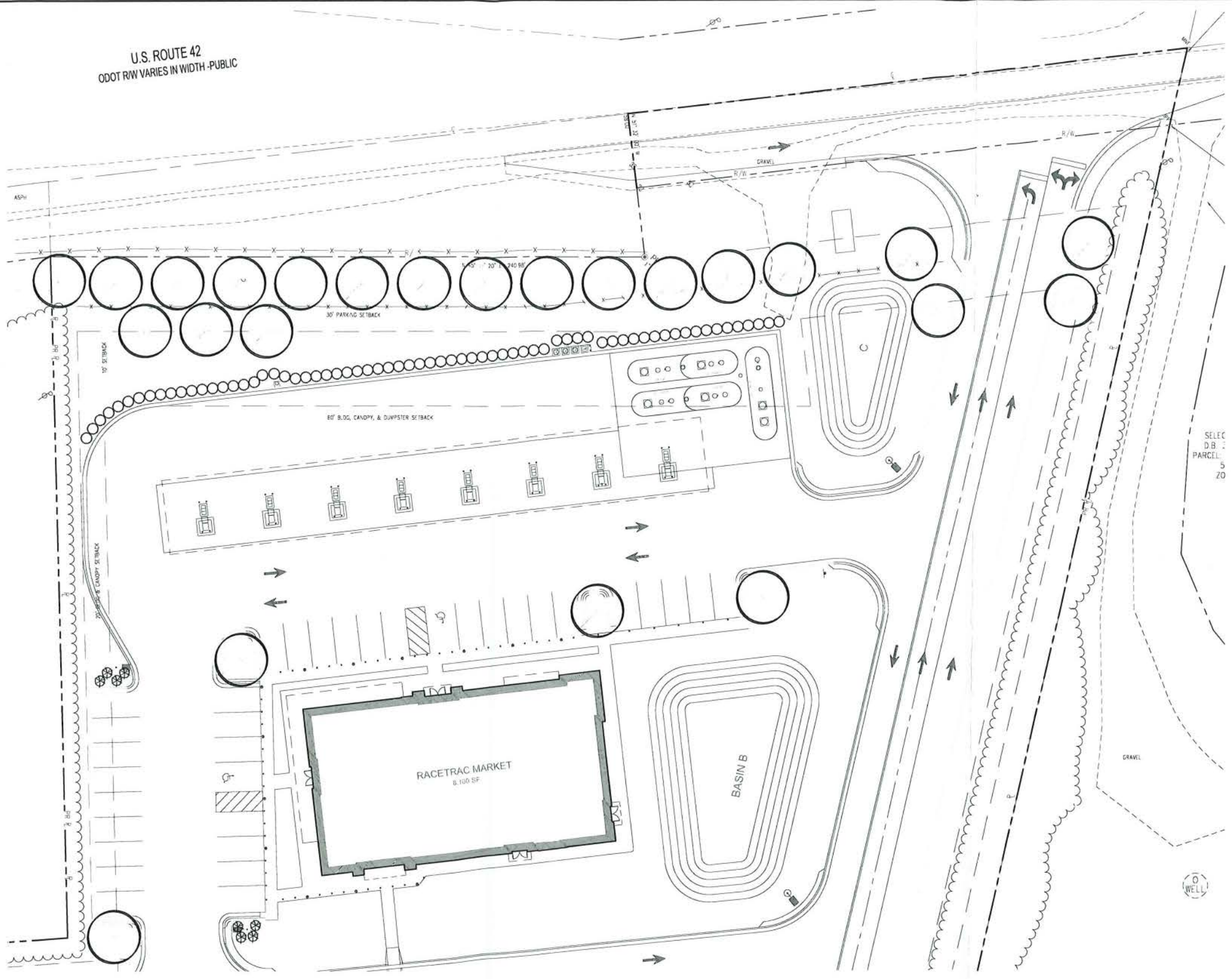
REQUIRED PER -EROME TOWNSHIP ZONING RESOLUTION	PROVIDED
610.3.5. PARKING AREA TREES - DECIDUOUS SHADE TREES SHALL BE PROVIDED AT A RATE OF 1 TREE FOR EVERY 10 SPACES. 54 PROPOSED PARKING SPACES / 10 = 6 PARKING AREA TREES REQUIRED.	6 PARKING AREA TREES PROVIDED
610.3.9. LANDSCAPE ISLANDS - ISLANDS SHALL BE PROVIDED AT A RATE OF 1 ISLAND PER EACH 10 PARKING SPACES. LANDSCAPE AREAS LOCATED IN THE CORNERS OF PARKING AREAS SHALL COUNT AS 3/4 OF A REQUIRED LANDSCAPE ISLAND. LANDSCAPE ISLANDS SHALL BE A MINIMUM OF 8' IN WIDTH AND 14' IN LENGTH. WHENEVER NO DECIDUOUS TREE IS PROPOSED FOR A REQUIRED LANDSCAPE ISLAND, AT LEAST 4 SHRUBS SHALL BE PLANTED PER ISLAND. 34 PROPOSED CAR PARKING SPACES / 10 = 4 LANDSCAPE ISLANDS REQUIRED.	2 FULL ISLANDS AND 4 CORNER ISLANDS PROVIDED
610.3.9. HEADLIGHT SCREENING - WHENEVER PARKING AREAS OR CIRCULATION AREAS FOR ANY USE OTHER THAN A SINGLE-FAMILY DWELLING OR TWO-FAMILY DWELLING FRONT TO A PUBLIC RIGHT-OF-WAY OR TO ANY RESIDENTIAL USE, HEADLIGHT SCREENING SHALL BE IN THE FORM OF A CONTINUOUS EVERGREEN HEDGE PLANTING REQUIRED A MINIMUM 3 FEET 6 INCHES IN HEIGHT ABOVE THE SURFACE OF THE PARKING AREA.	HEADLIGHT SCREENING PROVIDED BETWEEN PARKING AND US-42
ADDITIONAL	PROVIDED
1. UNIFORM STREET TREES SHALL BE PROVIDED ALONG US-42 AT A RATE OF 4 PER 100 LINEAR FEET. 487 LINEAR FEET OF FRONTAGE ALONG US-42. 20 STREET TREES REQUIRED.	20 STREET TREES PROVIDED.



	NO. _____
	DATE _____
 TECHNICAL SKILL CREATIVE SPIRIT.	
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 RACETRAC PETROLEUM, INC. 200 GALLERIA PARKWAY SE SUITE 1070 ATLANTA, GA 30339 (770) 437-7000	
OVERALL LANDSCAPE PLAN RACETRAC # T.B.D.	ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064
DRAWN BY: MJM DATE: 06-19-2023 SCALE:	SHEET NO. L100 VERSION

LEGEND

-  PROPOSED DECIDUOUS TREE
-  PROPOSED EVERGREEN TREE
-  PROPOSED DECIDUOUS SHRUB
-  PROPOSED EVERGREEN SHRUB
-  EXISTING TREE CANOPY LINE





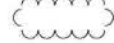


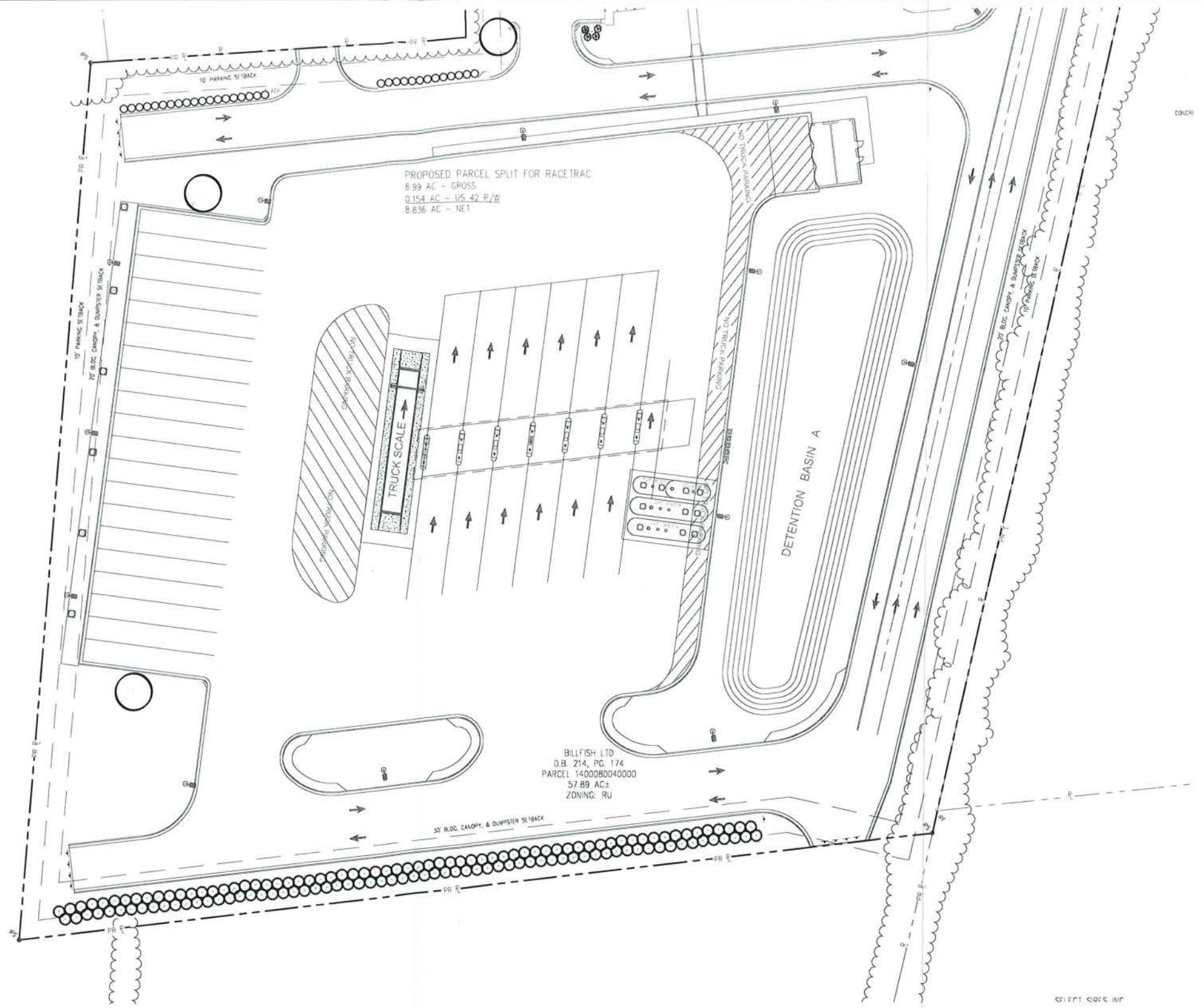
	NO.
	DATE
 Mannik Smith GROUP <small>TECHNICAL SKILL CREATIVE SPIRIT</small> <small>www.MannikSmithGroup.com</small>	
THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESS PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.	
 RACETRAC PETROLEUM, INC. 500 CALLEER PARKWAY, SE SUITE 100 ATLANTA, GA 30339 (770) 431-7800	
LANDSCAPE PLAN - MARKET RACETRAC #T.B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	
DRAWN BY: MJM DATE: 06-19-2023 SCALE:	
L101 SHEET NO.	VERSION

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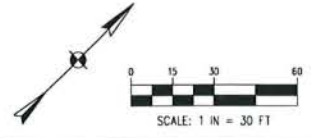
LEGEND

-  PROPOSED DECIDUOUS TREE
-  PROPOSED EVERGREEN TREE
-  PROPOSED DECIDUOUS SHRUB
-  PROPOSED EVERGREEN SHRUB
-  EXISTING TREE CANOPY LINE



PROPOSED PARCEL SPLIT FOR RACETRAC
 8.99 AC - GROSS
 0.154 AC - US 42 P/W
 8.836 AC - NET

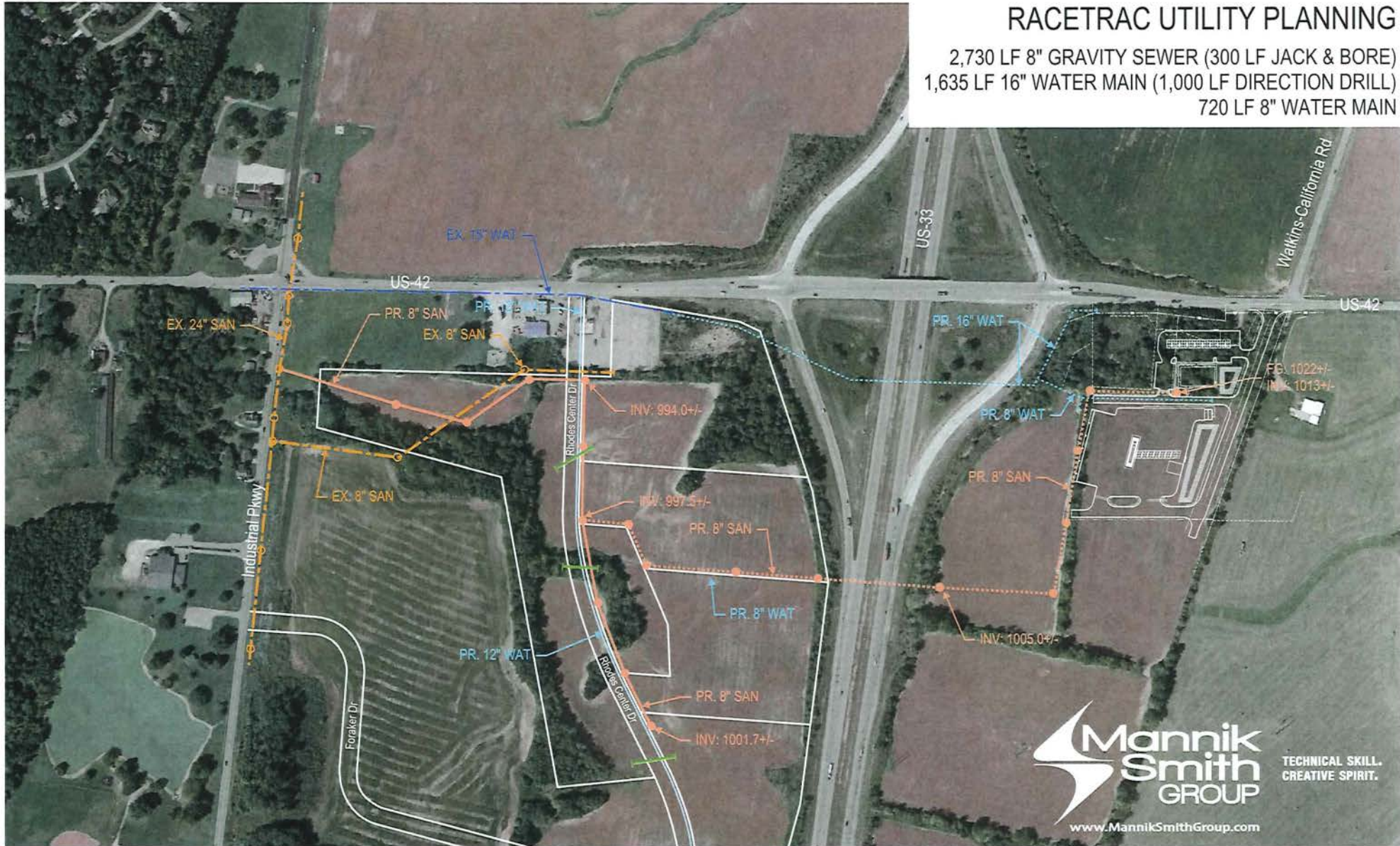
BILLFISH LTD
 D.B. 214, PG. 174
 PARCEL 1400080040000
 57.89 AC±
 ZONING: RU



LANDSCAPE PLAN - TRUCK STATION		RACETRAC FT.B.D.	
DRAWN-BY MJM		DATE 06-19-2023	
SCALE		VERSION	
ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064		L102	
RACETRAC PETROLEUM, INC. RACETRAC PARKWAY, W.E. SUITE 100 ATLANTA, GA 30339 (770) 431-7600		SHEET NO.	
THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.		NO.	
 Mannik Smith Group TECHNICAL SKILL CREATIVE SPIRIT. www.MannikSmithGroup.com		DATE	

RACETRAC UTILITY PLANNING

2,730 LF 8" GRAVITY SEWER (300 LF JACK & BORE)
1,635 LF 16" WATER MAIN (1,000 LF DIRECTION DRILL)
720 LF 8" WATER MAIN



JEROME VILLAGE COMMUNITY AUTHORITY

February 7, 2023

Mr. Terry Emery
City Manager
City of Marysville, Ohio
125 East Sixth Street
Marysville, OH 43030

Re: Request for City of Marysville to Provide Utility Service to Union County Parcel ID No. 14-0008004.0000

Dear Mr. Emery,

Billfish, Ltd., the owner of the above-referenced parcel, has requested the Jerome Village Community Authority (JVCA) to waive its right to provide sanitary sewer service to this parcel. Due to the location of this site and the proximity of the existing JVCA sewer lines, JVCA is supportive of this request provided that the site is developed for use as a RaceTrac convenience store within two (2) years from the date of this letter. Therefore, in accordance with the terms of the Third Amendment to the Utility Service Agreement, dated February 1, 2023, JVCA requests the City to provide sanitary sewer service to this site.

If this request is agreeable to the City please indicate that consent below at your earliest convenience but in any event within 60-days of the date of this letter.

Sincerely,



Jon Hjelm, Chair
Jerome Village Community Authority



Paula Sloan, Vice Chair
Jerome Village Community Authority

cc: Tim Aslaner, City Law Director, City of Marysville, Ohio, 125 East Sixth Street
Marysville, OH 43030

APPROVAL BY CITY

City of Marysville, Ohio agrees to provide sanitary sewer service to Union County Parcel ID No. 14-0008004.0000 provided that the site is developed for use as a RaceTrac convenience store within two (2) years from the date of this letter.



Terry Emery, City Manager
City of Marysville, Ohio










GENERAL NOTE:
ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED
INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS
AND ALL APPLICABLE STATE & LOCAL CODES
NO SUBSTITUTIONS ALLOWED



**RT1594 Jerome -TC
US 33 @ US 42
Signage Mini Book
Jerome, OH**

Revision #	Date	Page # and Details
1	00.00.00	Comments

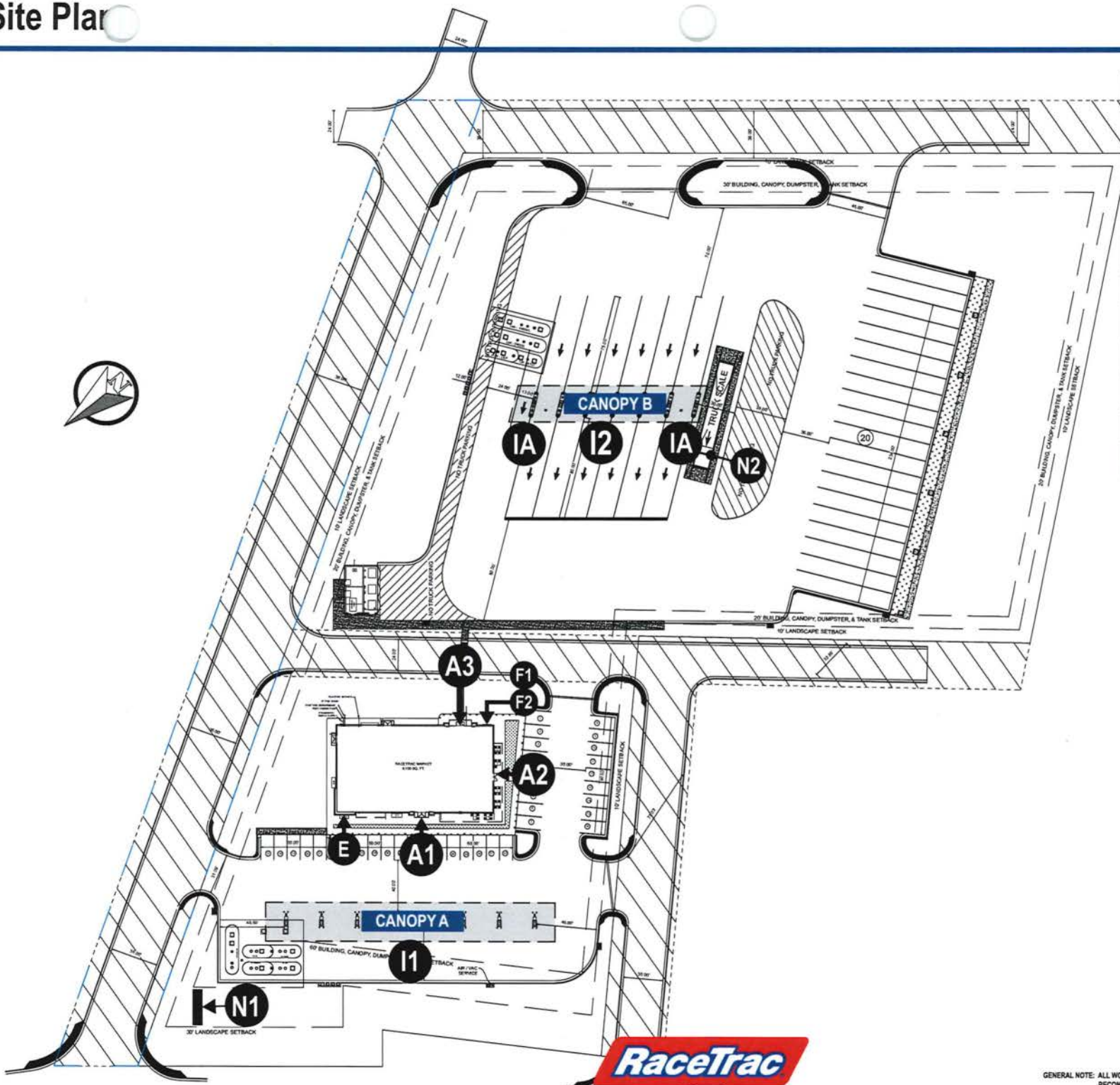
COLOR	SUPPLIER(S)	PART NUMBER(S)
C1 LOGO RED	AKZO NOBEL MATTHEWS	Akzo SIGN91780 Red* MP81489 R137186 LVS Semi-Gloss V1.1 Racetrac Red
C2 WHITE	AKZO NOBEL MATTHEWS	Akzo Sign 10553 White* MP83729 R143456 LVS Semi Gloss V1.1 White
C3 DARK BRONZE	AKZO NOBEL MATTHEWS	Dark Bronze 313E MP21286 R170760 Dark Bronze 313E
C5 RACETRAC BLUE	AKZO NOBEL MATTHEWS 3M	Akzo Code Sign3243 Blue* MP02136 R143265 LVS Semi-Gloss V1.1 Sultan Blue 7725-17 Vivid Blue Opaque Vinyl
C6 PRICER BLACK	3M	3630-22 Black Translucent Vinyl
C7 PRICER GREEN	3M	3630-156 Vivid Green Translucent Vinyl
C8 PRICER RED	3M	3630-143 Poppy Red Translucent Vinyl
C9 PRICER BLUE	3M	3630-127 Intense Blue Translucent Vinyl (Ethanol Free-DEF)
C11 FORT MYERS, FLAWNING ONLY	AKZO NOBEL MATTHEWS	PMS 1807C Color Match (see provided sample) PMS 1807C Color Match (see provided sample)
C15 NAPLES, FLAWNING ONLY	AKZO NOBEL MATTHEWS	SW 6444 Color Match (see provided sample) SW 6444 Color Match (see provided sample)
C18 ADDRESS WHITE	3M	7725-10 White Opaque Vinyl
C19 STANDARD AWNING RED	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH-SAMPLE PROVIDED Mp15024 RED DRAGON LVS SEMI GLOSS V1.1
C20 STANDARD AWNING BLUE	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH-SAMPLE PROVIDED Mp10259 LVS SEMI GLOSS V1.1
C21 EFC WGYG BLUE	MATTHEWS	Mp10147 IMPULSE SATIN FINISH
C22 EFC WGYG BEIGE	SHERWIN WILLIAMS	Sw9087 SMOKEY BEIGE
C23 EFC STANDARD COLOR	SHERWIN WILLIAMS	Sw7675 SEALSKIN

	RACETRAC PRINT-Provided by Miratec Systems
	S WIRLWORLD PRINT-Provided by Miratec Systems
	Flex Face Provided by Others; Install by Sign Vendor
	Provided by Others; Install by Sign Vendor
	3M 3630-43 Light Tomato Red Translucent Vinyl
	Provided by Others; Install by Sign Vendor
	3M 3630-015 Yellow Translucent Vinyl 3M 3630-22 Black Translucent Vinyl or Laminated Digital Print -Provided by Miratec Systems
	3M 3630-167 Bright Blue Translucent Vinyl or Laminated Digital Print -Provided by Miratec Systems
	3M 3630-337 Process Blue Translucent Vinyl or Laminated Digital Print -Provided by Miratec Systems



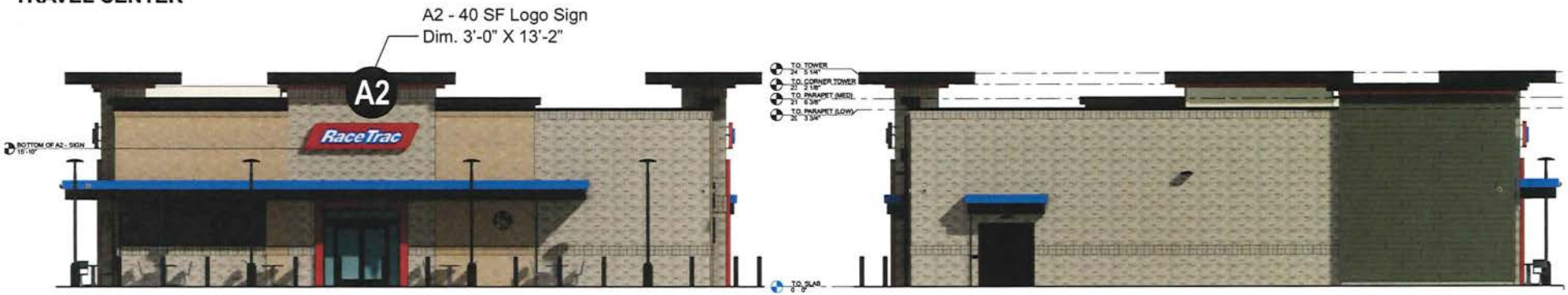
Sign Legend

A1	Main Identification Sign
A2	Secondary Identification Sign
A3	Secondary Identification Sign
E	Illuminated Wall Cabinet
F1	Promotional Signage
F2	Promotional Signage
I1	Canopy Cloud Sign
I2	Canopy Cloud Sign
IA	"Exit Only" Vinyl Letters
N1	Price Sign
N2	CAT Scales



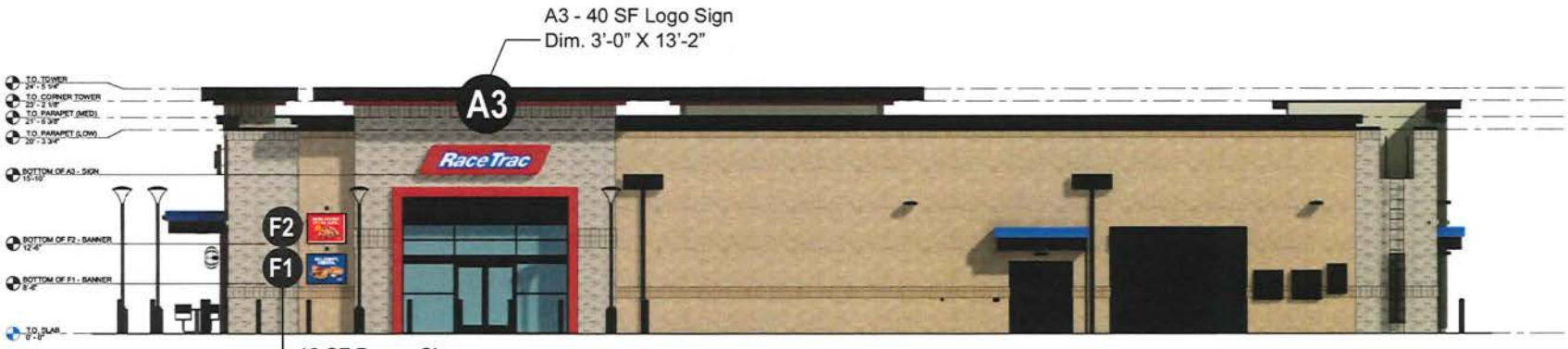
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

TRAVEL CENTER



4 RIGHT ELEVATION
3/16" = 1'-0"

3 LEFT ELEVATION
3/16" = 1'-0"



2 REAR ELEVATION
3/16" = 1'-0"

12 SF Promo Signs
Dim. 3' X 4'



1 FRONT ELEVATION
3/16" = 1'-0"

E - 42 SF Illuminated Wall Cabinet
Dim. 5'-6" X 7'-7 3/4"

A1 - 40 SF Logo Sign
Dim. 3'-0" X 13'-2"



See Color Schedule on Page 2

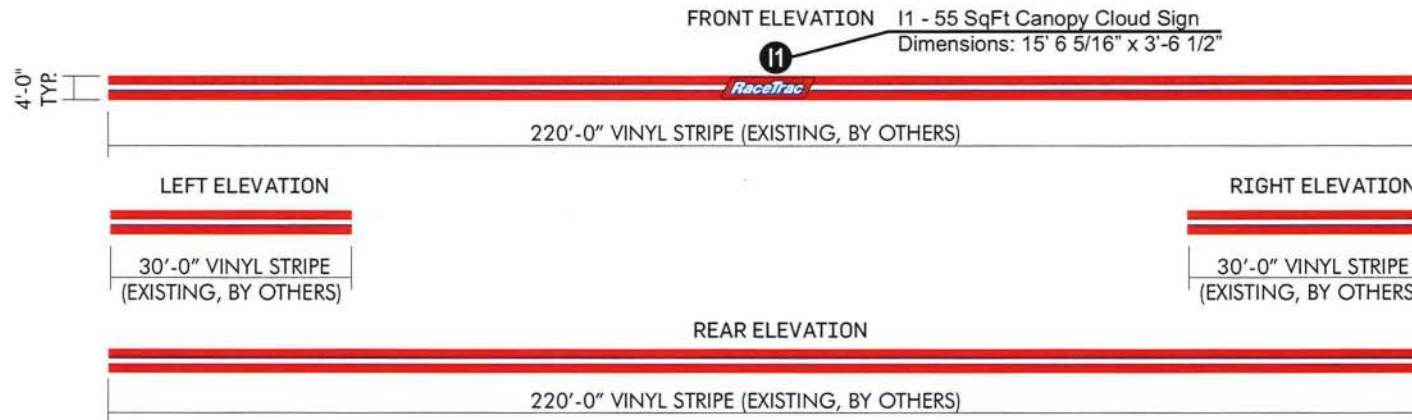
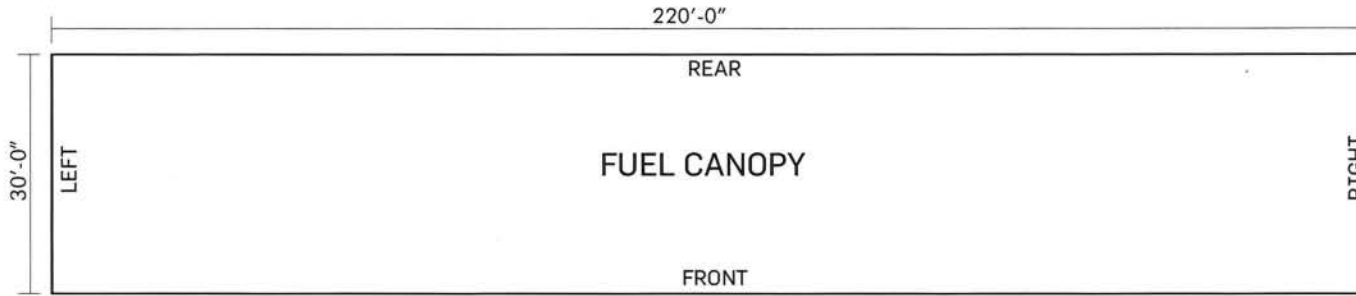
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Vehicle Fuel Canopy Layout - A

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.50
TOTAL FRONT		55	15.50

ENTIRE CANOPY	SQ. FT.	LIN. FT.
	55	15.50

ACM COLORS:
 Program Red
 Larson Program Red



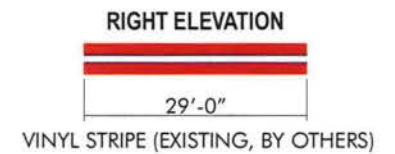
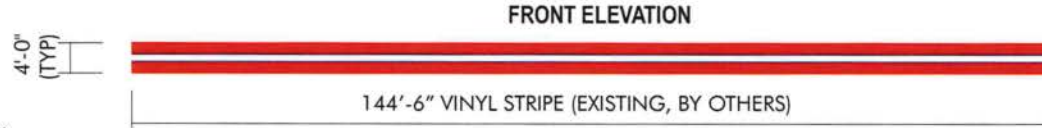
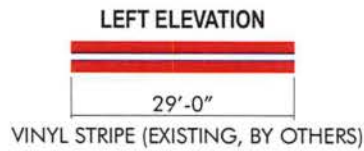
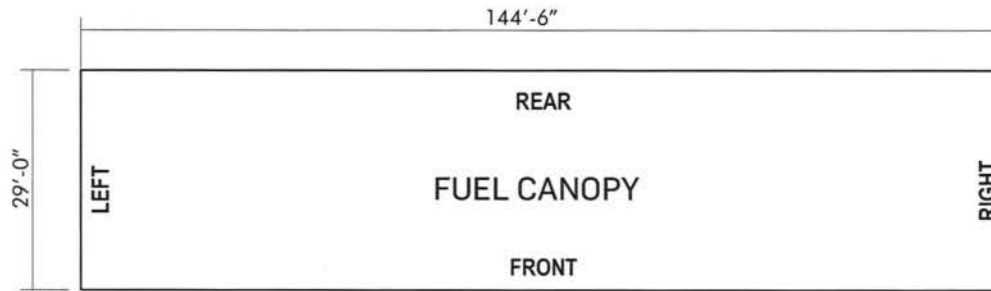
See Color Schedule on Page 2

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EDO Fuel Canopy B Layout

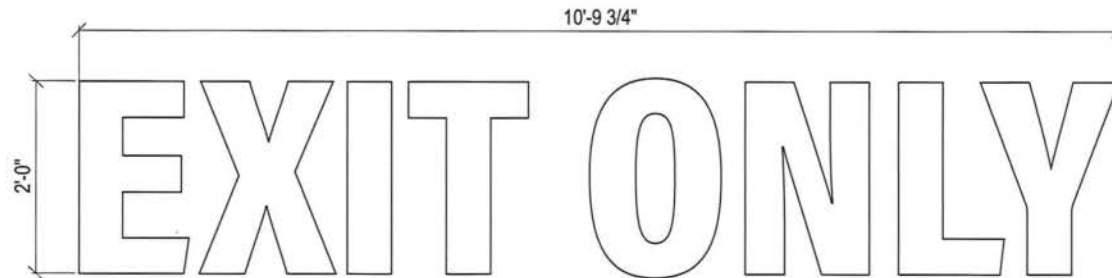
CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.	CANOPY REAR	ITEM	SQ. FT.	LIN. FT.	ENTIRE CANOPY		SQ. FT.	LIN. FT.
					"EXIT ONLY" VINYL LETTERS	22	10.81			104	37.12
					"EXIT ONLY" VINYL LETTERS	22	10.81				
					CLOUD SIGN	55	15.50				
TOTAL FRONT				TOTAL REAR		104	37.12				

ACM COLORS:
 Program Red
 Larson Program Red



IA - 22 SqFt "Exit Only" Vinyl Letters
 Dimensions: 10'-9 3/4" x 2'-0"

REAR ELEVATION
 I2 - 55 SqFt Canopy Cloud Sign
 Dimensions: 15' 6 5/16" x 3'-6 1/2"



VINYL LETTERS: IA, IB - 21.63 SF
 SCALE: 1/2" = 1'- 0"



See Color Schedule on Page 2

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150 SqFt Price Sign - N1 (2) 36" LED

* All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

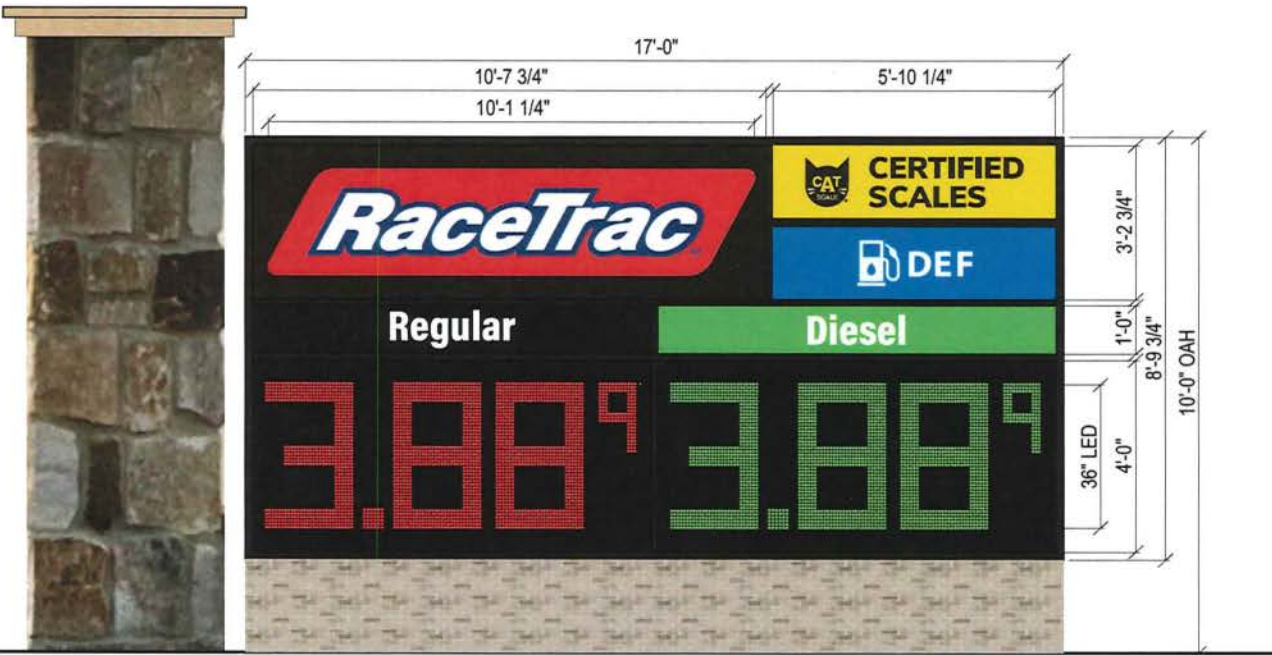
DOUBLE FACED

QUANTITY 1

ALL FUEL GRADE PANELS TO BE ACCESSIBLE FROM TOP OF SIGN



**Sloan Sign Box 3
LED Interior Illumination**



FRONT VIEW

Specifications:

Sign Faces:

- Logo panel : Aluminum panel painted C3 Dark Bronze parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digital print provided by Miratec Systems with red background with blue area of logo graphic also printed. Cabinet and trim cap to be painted Red C1.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Regular" to be show-through white.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied translucent vinyl Green C7; "Diesel" to be show-through white.
- Unleaded 88 Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Unleaded 88" to be show-through white.

Interior Illumination: Sloan Sign Box 3 LED Interior Illumination powered by low voltage power supplies. This is behind fuel grade panels, only.

Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Sealskin C23.

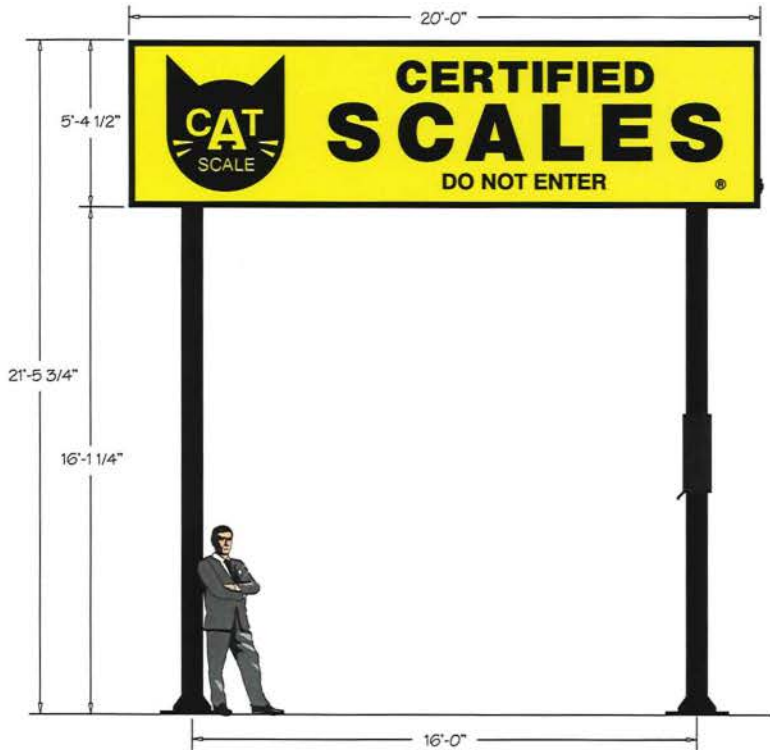
Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted painted Dark Bronze C3.

Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.

External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.



See Color Schedule on Page 2



BACK VIEW OF SIGN



LEFT SIDE VIEW OF SIGN




FRONT VIEW OF SIGN



RIGHT SIDE VIEW OF SIGN

CAT Scale ID sign – Qty (5) Advance ISB104014E Ballasts and Qty (20) F60T12CW/HO lamps. Power Consumption: (approx. 1000 W)
 Speaker Sign – Qty (1) Advance ISB104014E Ballast and Qty (3) F36T12CW/HO lamps. Power Consumption: (approx. 100 W)

Signs are fabricated per UL 48 Standard for Electric Signs and shall be installed per National Electric Code (NEC) Article 600.

 <p>EAGLE SIGN CO. A DIVISION OF HUNLEY BRAND, INC.</p>	<p>605 SW 37TH ST. GRIMES, IA 50111 515-243-5663 • FAX: 515-243-5313 TOLL FREE: 800-307-8186 www.eaglesign.net</p>	<p>NAME: CAT SCALE - STANDARD SIGN PACKAGE</p>	<p>PROJECT:</p>	<p>SCALE: 1/4" = 1' DESIGNER: CRN</p>	<p>THIS IS A CONCEPTUAL DRAWING. FINAL PRODUCT MAY VARY. THIS ARTWORK IS PROPERTY OF EAGLE SIGN CO. AND MAY NOT BE REPRODUCED.</p>
		<p>SKETCH #: 0218-01</p>			



See Color Schedule on Page 2

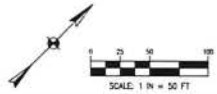
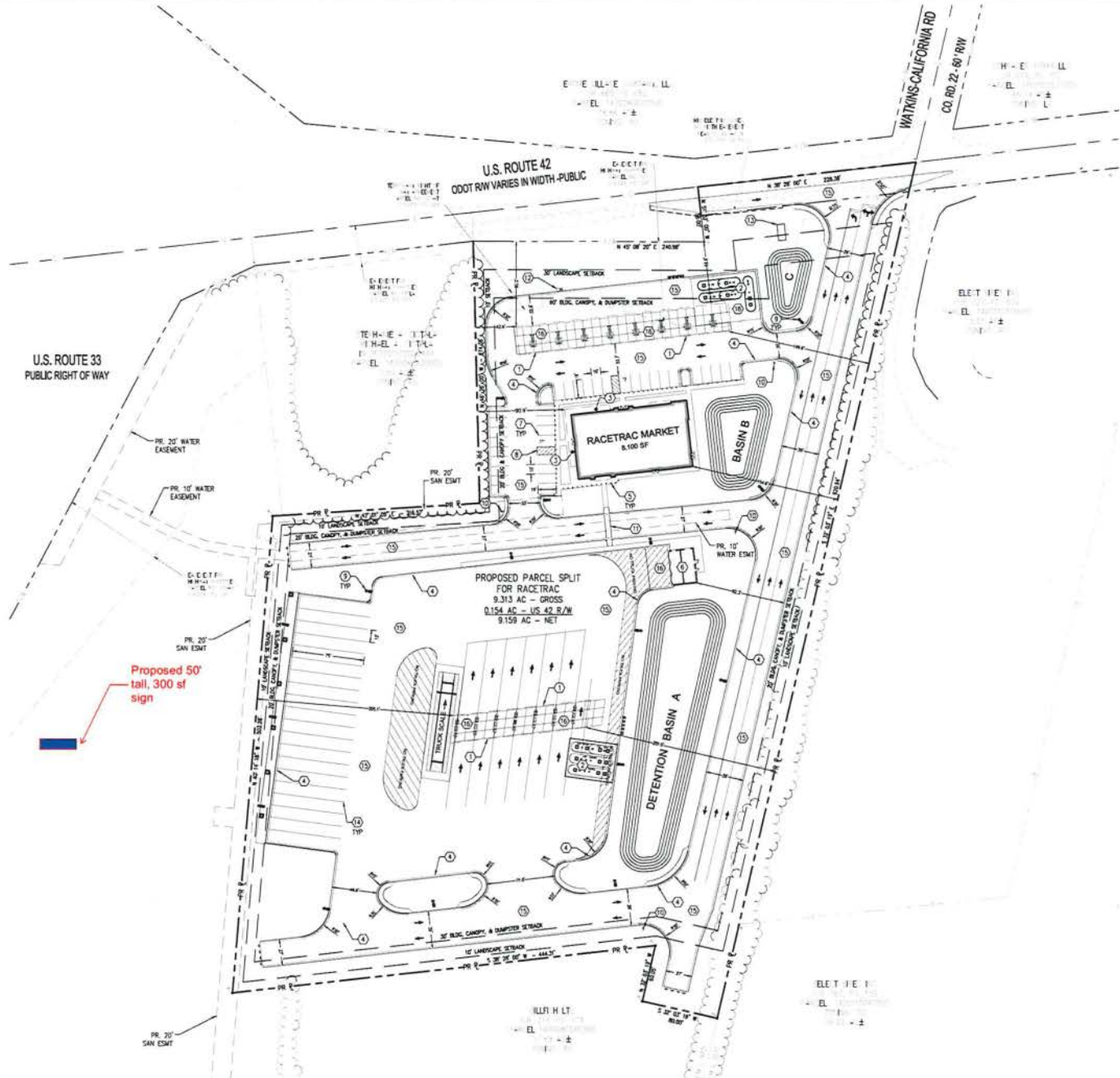
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LEGEND

---	EXISTING PROPERTY LINE
-R/W-	RIGHT OF WAY LINE
-PR-	PROPOSED PROPERTY LINE

CODED NOTES

- ① FUEL STATIONS AND CANOPY
- ② UNDERGROUND FUEL STORAGE TANK AREA
- ③ PATIO DINING AREA
- ④ CONCRETE CURB & GUTTER
- ⑤ BOLLARD
- ⑥ DUMPSTER ENCLOSURE
- ⑦ 4" WHITE STRIPING FOR STANDARD PARKING STALLS
- ⑧ ADA ACCESSIBLE PARKING SPACE STRIPING
- ⑨ DECORATIVE LIGHT POLES
- ⑩ STOP SIGN
- ⑪ SIDEWALK
- ⑫ W/PAC SERVICE
- ⑬ GROUND MONUMENT SIGN
- ⑭ 4" WHITE STRIPING FOR OVERNIGHT PARKING STALLS
- ⑮ ASPHALT PAVEMENT
- ⑯ CONCRETE PAVEMENT



	NO.		DATE
 MANNIK SMITH GROUP TERRACON BUILDING GRANITE SPRING, GA 30042 www.MannikSmithGroup.com		THESE PLANS ARE THE SOLE PROPERTY OF MANNIK SMITH GROUP. NO PART OF THESE PLANS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF MANNIK SMITH GROUP. VIOLATION OF THIS NOTICE IS PROHIBITED.	
 RACETRAC PETROLEUM, INC. RACETRAC PETROLEUM, INC. 10000 W. WILSON ROAD SUITE 100 ATLANTA, GA 30339 (770) 431-7500		PRELIMINARY SITE PLAN RACETRAC #7 B.D. ZONING MAP AMENDMENT PLANNED DEVELOPMENT DISTRICT 10520 US-42, PLAIN CITY, OH 43064	
DRAWN BY: MUM DATE: 06-18-2023 SCALE:		SHEET NO. C200 VERSION:	

300 SqFt Price Sign - (2) 61" LED N2 (Option 1)

* All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

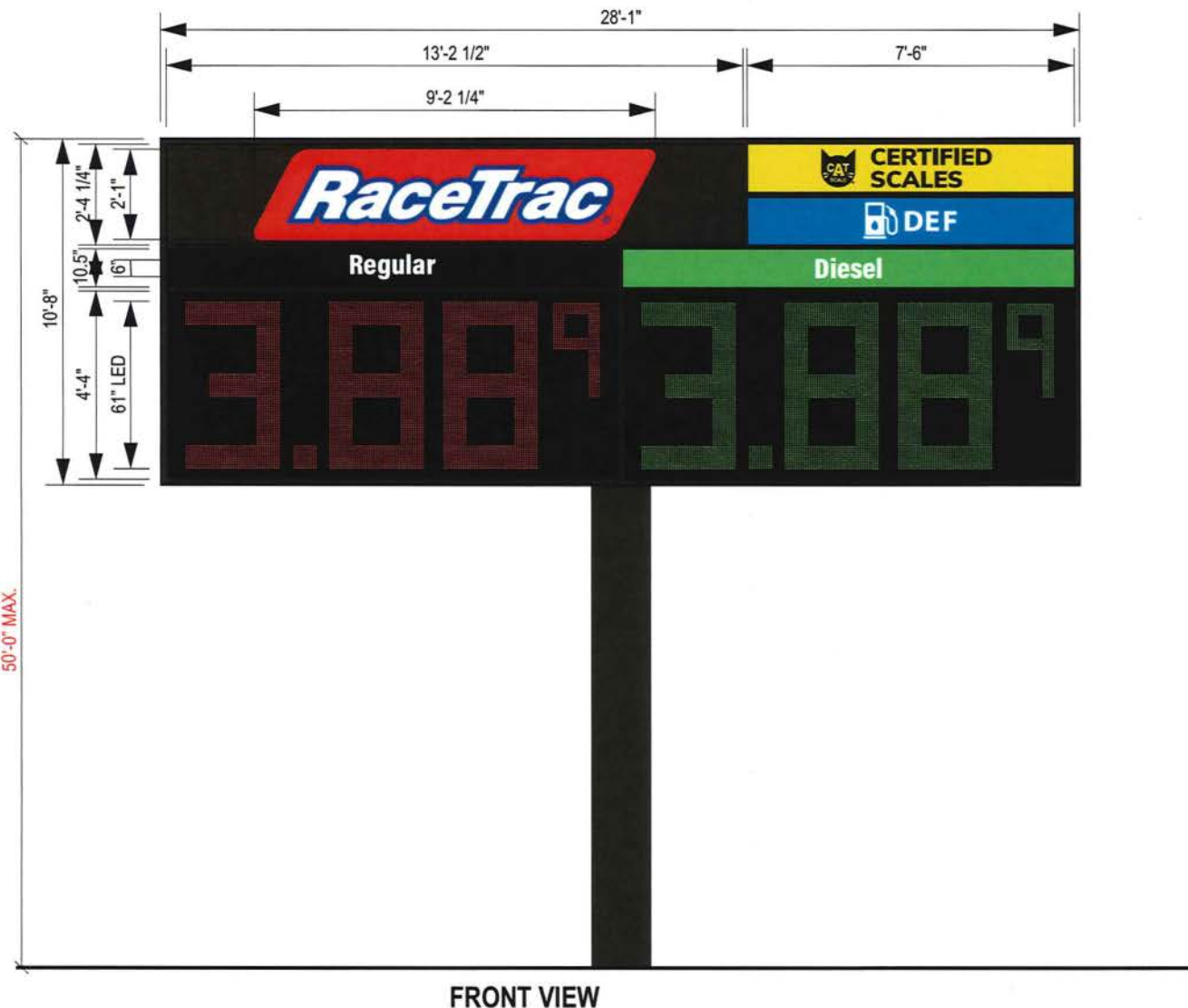
STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 2

ALL FUEL GRADE PANELS TO BE ACCESSIBLE FROM TOP OF SIGN



**Sloan Sign Box 3
LED Interior Illumination**

Specifications:

Sign Faces:

- Logo panel : Aluminum panel painted Bronze C3 with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digital print provided by Miratec Systems with red background with blue area of logo graphic also printed. Cabinet and trim cap to be painted Red C1.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Regular" to be show-through white.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied translucent vinyl Green C7; "Diesel" to be show-through white.
- Unleaded 88 Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Unleaded 88" to be show-through white.

Interior Illumination: Sloan Sign Box 3 LED Interior Illumination powered by low voltage power supplies. This is behind fuel grade panels, only.

Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Bronze C3.

Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted painted Bronze C3.

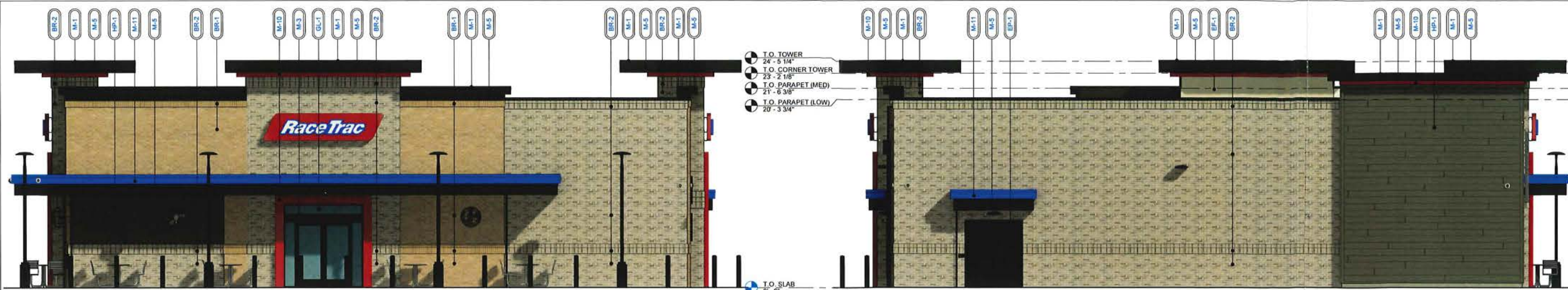
Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.

External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.



See Color Schedule on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.



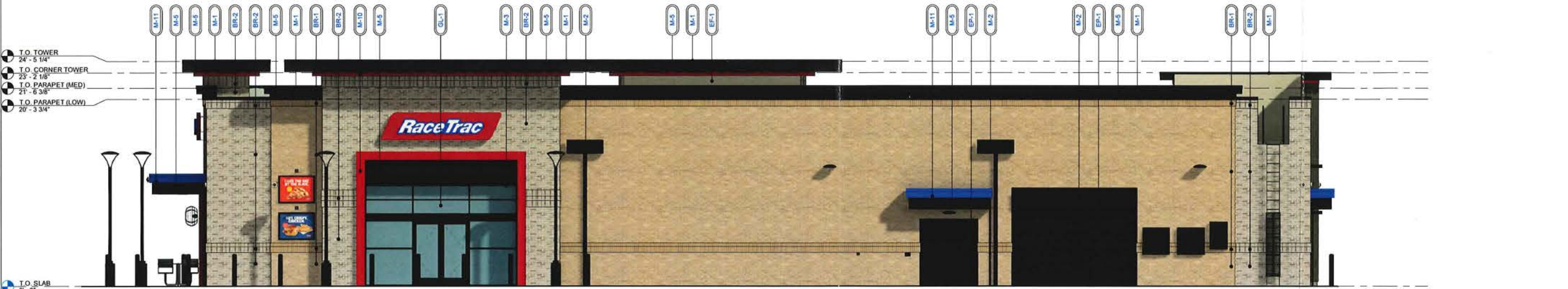
4 RIGHT ELEVATION
 3/16" = 1'-0"

RIGHT ELEVATION (ENTRY)			1,578 TOTAL SF	
MATERIAL	SQ. FOOT.	% OF ELEVATION		
BRICK	1,008	64%		
EIFS	0	0%		
GLAZING	78	5%		
METAL	398	25%		
COMPOSITE SIDING	90	6%		

ELEVATION	SIGNAGE	DIMENSIONS	AREA
RIGHT	RT PARALLELOGRAM	13'-5/8" X 3'-0"	40 SF

3 LEFT ELEVATION
 3/16" = 1'-0"

LEFT ELEVATION (NON-ENTRY)			1,578 TOTAL SF	
MATERIAL	SQ. FOOT.	% OF ELEVATION		
BRICK	884	56%		
EIFS	54	3%		
GLAZING	0	0%		
METAL	246	16%		
COMPOSITE SIDING	394	25%		



2 REAR ELEVATION
 3/16" = 1'-0"

REAR ELEVATION			2,680 TOTAL SF	
MATERIAL	SQ. FOOT.	% OF ELEVATION		
BRICK	1,754	65%		
EIFS	48	2%		
GLAZING	182	7%		
METAL	696	26%		
COMPOSITE SIDING	0	0%		

ELEVATION	SIGNAGE	DIMENSIONS	AREA
REAR	RT PARALLELOGRAM	13'-5/8" X 3'-0"	40 SF
REAR	RT BANNER	4'-0" X 3'-0"	12 SF
REAR	RT BANNER	4'-0" X 3'-0"	12 SF



1 FRONT ELEVATION
 3/16" = 1'-0"

FRONT ELEVATION			2,695 TOTAL SF	
MATERIAL	SQ. FOOT.	% OF ELEVATION		
BRICK	1,471	55%		
EIFS	53	2%		
GLAZING	265	10%		
METAL	512	19%		
COMPOSITE SIDING	394	14%		

ELEVATION	SIGNAGE	DIMENSIONS	AREA
FRONT	RT PARALLELOGRAM	13'-5/8" X 3'-0"	40 SF
FRONT	BANNER	7'-8" X 5'-6"	42 SF

EXTERIOR MATERIAL SCHEDULE			
BRICK			
BR-1	US BRICK	LAREDO (QUEEN 1/3 BOND)	MORTAR COLOR "LIGHT BUFF"
BR-2	US BRICK	MOUNT RUSHMORE (QUEEN 1/3 BOND)	MORTAR COLOR "LIGHT BUFF"
CEMENT BOARD			
HP-1	JAMES HARDIE	SMOOTH LAP SIDING (OR APPROVED ALTERNATE)	PAINTED SHERWIN WILLIAMS "SEALSKIN" #7575 BLIND FASTEN AND STAGGER PLANKS PER MANUFACTURER'S RECOMMENDATION
EIFS			
EF-1	STO	EIFS FASCIA AND SOFFIT	"FINE FINISH" APPLICATION. COLOR TO MATCH SW #6141 "SOFTER TAN"
GLAZING			
GL-1		1" NON-IMPACT RATED INSULATED GLAZING	CLIMATE ZONES 2 OR 3 IGLU AT STOREFRONT 0.28 U-FACTOR SHGC PF=0.25=0.27 (1/4" PPG SOLARBAN 70-XL LOW-E #2 + 1/2" AIR + 1/4" CLEAR) OR APPROVED ALTERNATE. SEE A600
METAL			
M-1		PREFINISHED 4' 2-PIECE COMPRESSION METAL COVER	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-2		COLOR DARK BRONZE	METAL TO MATCH STOREFRONT COLOR DARK BRONZE
M-3	VISTAWALL (OR APPROVED ALTERNATE)	FG-3000 STOREFRONT SYSTEM (OR APPROVED ALTERNATE)	PREFINISHED DARK BRONZE ANODIZED ALUMINUM AA-M2C22A44
M-5	ALCOA	REYNOBOND PE	COLORWELD 500 "CLASSIC BRONZE"
M-7	JAMES HARDIE, VERSATEX, NICHISOFFIT, OR TRU EXTERIOR	SMOOTH NON-VENTED SOFFIT PANEL (OR APPROVED ALTERNATE)	PAINT SOFTER TAN
M-10	ALCOA	REYNOBOND PE	TRD RED
M-11	ALCOA	REYNOBOND PE	HYB BLUE
PAINT			
EP-1	SHERWIN WILLIAMS	EXTERIOR PAINT TO SW #7020 "BLACK FOX"	
TREX			
TX-1	SELECT COMPOSITE	1" X 6"	WINCHESTER GRAY
WINDOW FILM			
WF-1		WINDOW FILM 3M PRESTIGE 70 SOLAR FILM	SEE A600 FOR WINDOW FILM LOCATIONS
WF-2		WINDOW FILM OPAQUE	SEE A600 FOR WINDOW FILM LOCATIONS

ISSUE/REVISION RECORD	
DATE	DESCRIPTION
10/20/22	SPB NO. 0304

RaceTrac
 RACETRAC INC.
 200 GALLERIA PARKWAY SOUTHEAST
 SUITE 900
 ATLANTA, GEORGIA 30339
 (770) 431-7600

PROJECT NAME
ANYTOWN, CITY

CITY
 STATE 00000
 ADDRESS

RACETRAC STORE NUMBER

#0000

PROTOTYPE SERIES 2022
 2022 RH MO 0304

PLAN MODIFICATION NOTICE
 SPB NO. 0304 DATE 10/20/22

STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE/REVISION RECORD COLUMN ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

PROFESSIONAL SEAL

PROJECT NUMBER
 XXXXXXXX.XX

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

300

Stephanie Ciotola, Co-Trs.
5494 Carnoustie Court
Dublin, OH 43017

Select Sires
11740 US 42 N
Plain City, OH 43064

Jerome Village Company
375 N Front St.
Columbus, OH 43215

Schrader 10944 LLC
10944 Watkins Rd.
Marysville, OH 43040

Ohio Health Corporation
3430 Ohio Health Parkway
Columbus, Ohio 43202

Susan and Sean Cashman
10040 Brock Rd.
Plain City, OH 43064

Laura MacGregor Comek, Esq.
17 S High St. Suite 700
Columbus, Oh 43215

Stephanie Ciotola, Co-Trs.
5494 Carnoustie Court
Dublin, OH 43017

Select Sires
11740 US 42 N
Plain City, OH 43064

Jerome Village Company
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Columbus, OH 43215

Ohio Health Corporation
3430 Ohio Health Parkway
Columbus, Ohio 43202

Susan and Sean Cashman
10040 Brock Rd.
Plain City, OH 43064

Craig D Scott, Trustee
9679 Brock Rd.
Plain City, OH 43064

Mark and Moraru McMullen
9839 Brock Rd.
Plain City, OH 43064

Laura MacGregor Comek, Esq.
17 S High St. Suite 700
Columbus, Oh 43215

Stephanie Ciotola, Co-Trs.
5494 Carnoustie Court
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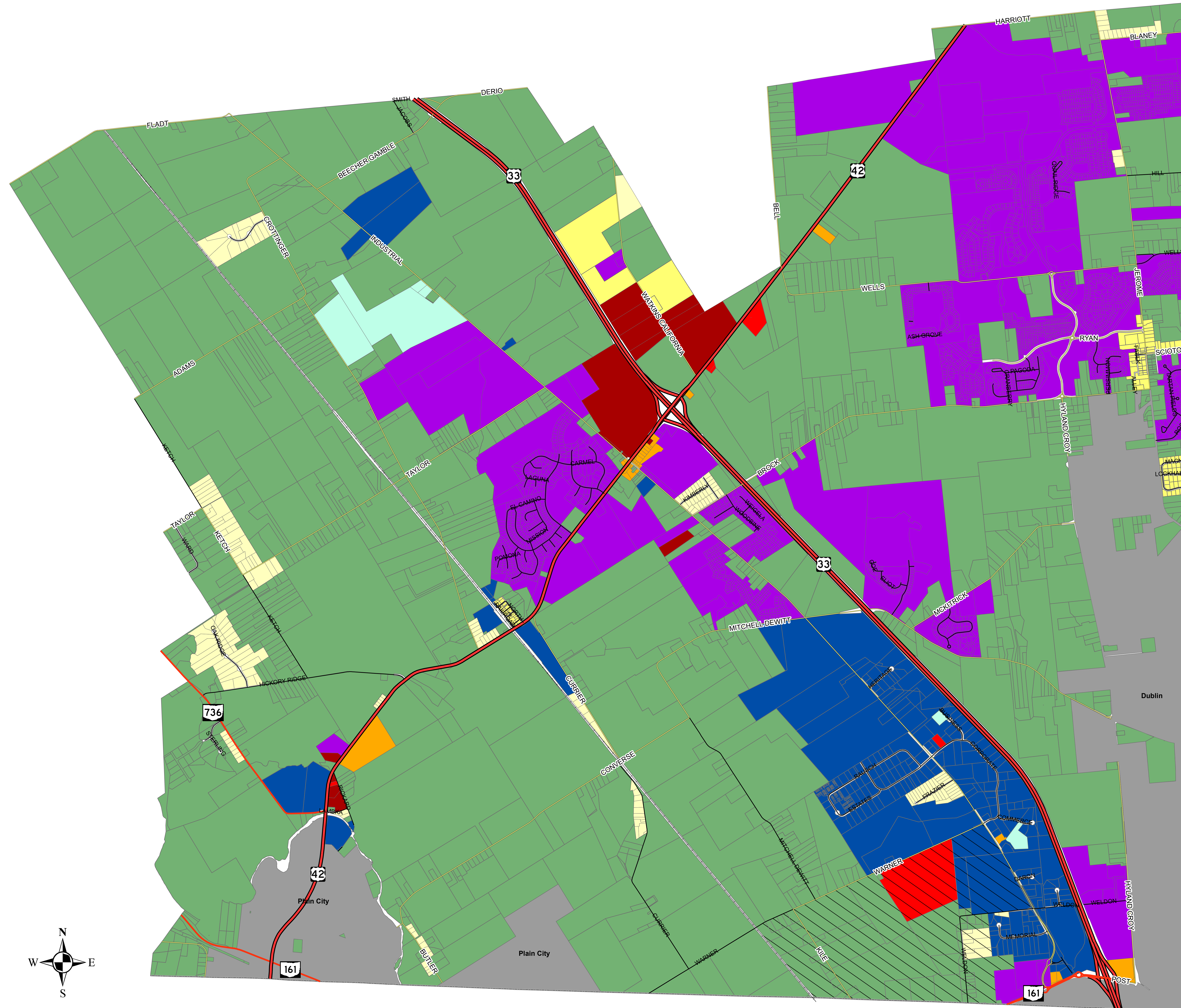
Zoning Map of Jerome Township, Union County, Ohio



Logan-Union-Champaign
Regional Planning Commission
10820 St. Rt. 347
East Liberty, OH 43344
(937) 666-3431

Map Generated: July 2004
Map Updated: February 2023 (GRD)

This map was prepared by LUC. Zoning information was provided by the Township, the party responsible for the accuracy and maintenance of this map.



Zoning

- RU
- LDR
- MDR
- ORM
- LR
- RR
- COM
- PD
- SRE
- Municipality
- Innovation PD

Roads

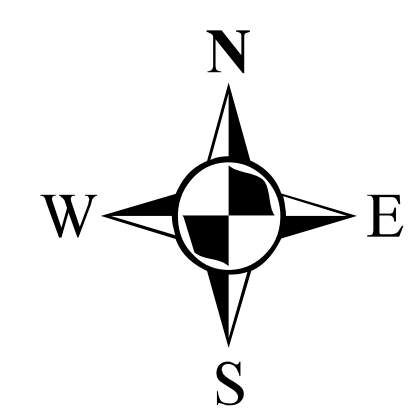
- Township
- County
- State
- U.S.
- Railroad

Amendments

This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted May 4, 2022 as part of the Zoning Resolution Jerome Township, Union County, Ohio.

W. J. ...
Chairperson,
Jerome Township
Board of Trustees

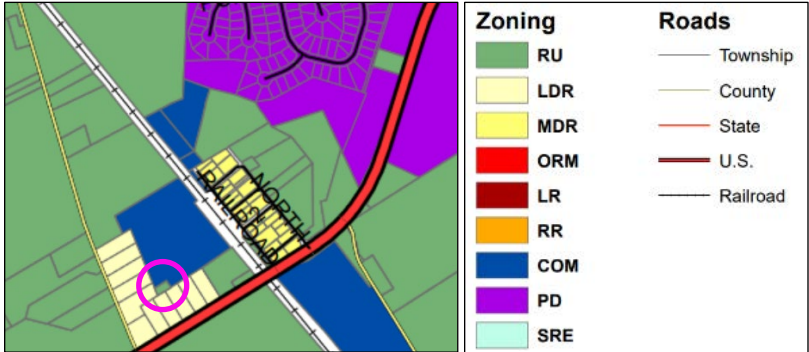
R. ...
Fiscal Officer,
Jerome Township





Staff Report – Jerome Township Zoning Amendment

Jurisdiction:	<p align="center">Jerome Township Zoning Commission c/o Eric Snowden 9777 Industrial Parkway Plain City, OH 43064 (614) 873-4480</p>
Request:	<p>The Jerome Township Zoning Commission initiated a parcel amendment, to rezone a lot from Rural Residential District (RU) to Low Density Residential District (LDR).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none"> • 1500320150000 <p>Acreage proposed to be rezoned:</p> <ul style="list-style-type: none"> • 0.2 acres +/- <p>Existing Use:</p> <ul style="list-style-type: none"> • Sewer Treatment Facility <p>Proposed Use:</p> <ul style="list-style-type: none"> • Sewer Treatment Facility
Location:	<p>This tract is located on the west side of US 42 between Railroad Street and Crottinger Road in Jerome Twp, Union County.</p>

Staff Analysis:	<p>Vicinity Land Uses & Zoning</p> <p>The surrounding land appears to be zoned Low Density Residential (LDR), Commerce District (COM) to the north, and Rural District (RU) in the vicinity. The subject parcel is zoned RU.</p> <p>The surrounding land uses appear to be residential (single family dwellings), a telecommunications tower, agriculture, and vacant land.</p> <div style="text-align: center;">  <p>Zoning</p> <ul style="list-style-type: none"> RU LDR MDR ORM LR RR COM PD SRE <p>Roads</p> <ul style="list-style-type: none"> Township County State U.S. Railroad </div> <p align="center"><i>Figure 1. Jerome Twp Zoning Map.</i></p>
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Staff Report – Jerome Township Zoning Amendment



Figure 2. Aerial of surrounding area.

Zoning Resolution

The Zoning Resolution (ZR) is comprehensive, it establishes zoning districts, and provides a purpose and intent for each district.

The purpose of the Rural Residential District (RU) is to preserve rural character and provide for land which is suitable or used for very low-density residences (ZR, pp. 4-9).

The purpose of the Low Density Residential District (LDR) is to provide areas for larger lot, lower density residential uses and/or estate lots that may or may not have access to centralized sewer. The LDR District provides a transition between agricultural and rural residential uses, and more urbanized areas. (ZR, pp. 4-13).

Comprehensive Plan

Comprehensive plans are intended as a guide for decision-makers considering land use changes (Twp Plan, 2-2).

The Jerome Township Comprehensive Plan was last updated in 2008. The Plan's vision for future land use in this area is farmland and large residential dwellings. These Districts are typically located farther from dense commercial or residential uses and are more suited to areas without access to central sewer and water (Twp Plan, pp. 6-4).



Staff Report – Jerome Township Zoning Amendment

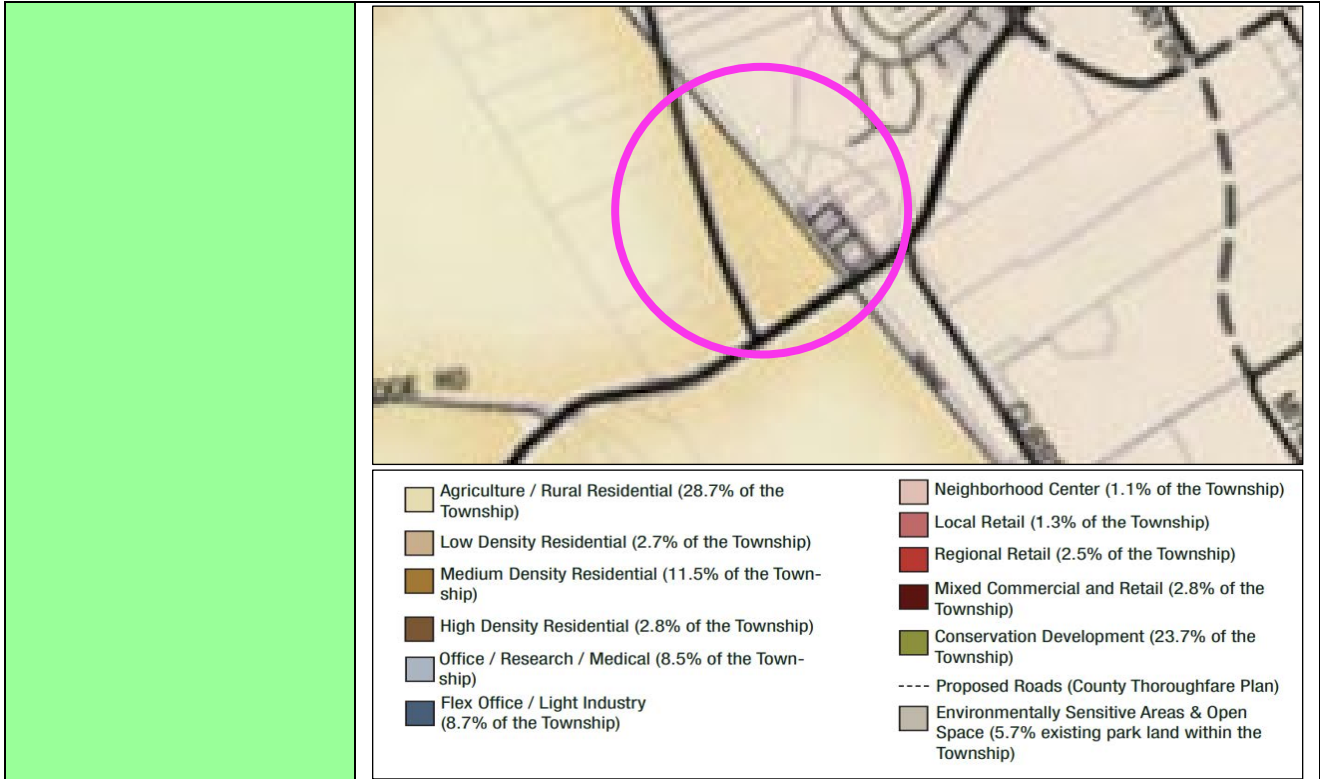


Figure 3. Jerome Twp Future Land Use Map (Twp Plan, pp. 6-4).

The Union County Comprehensive Plan was last updated in 2013. The Plan identifies this area as being in the Southeast Sub-Area, a two mile buffer on both sides of US Hwy 33. (The subject parcel is ~1.8 miles from US Hwy 33.) The plan states “Low density office and industrial land use should focus planning efforts along the US 33 Corridor while mixed use residential, commercial, and high density office can be integrated throughout the sub-area in a clustered, context-sensitive manner” (County Plan, pp. 73-74).

Staff Comments

The Jerome Twp Comprehensive Plan calls for this area to remain agricultural/rural and the proposal is to rezone the lot to LDR. Apparently, this is a transitional area from higher density to lower density and then to agriculture. Due to the surrounding land uses, the majority of acreage being Low Density Residential already, and the isolated nature of this parcel’s zoning district, it may make more sense for the parcel to be rezoned to be LDR district.

Staff Recommendations:	Staff recommends APPROVAL of the proposed zoning amendment.
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**Logan-Union-Champaign
regional planning commission**

Staff Report – Jerome Township Zoning Amendment

Z&S Committee Recommendations:	
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*Zoning Commission
Jerome Township
Union County, Ohio*

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480
jerometownship.us

June 12, 2023

L.U.C. Regional Planning Commission
Brad Bodenmiller, Executive Director
Box 219
East Liberty, Ohio 43319

Dear Mr. Bodenmiller:

This letter is to inform you of a proposed amendment to the Jerome Township Zoning Resolution:

Case #: Z23-001 Type: Map Amendment

Name of Applicant: N/A – Initiated by motion of the Zoning Commission

Location: 9089 US Highway 42, Plain City, Ohio 43064, being a .20 +/- acre tract located on the west side of US Highway 42 between Railroad Street and Crottinger Road (CR #29) and being parcel no. 1500320150000 owned by the Union County Board of Commissioners, as shown on the County Auditor's current tax list.

Current Zoning Dist.: Rural Residential District (RU)

Proposed Zoning Dist.: Low Density Residential District (LDR)

Current Land Use: Sewer Treatment Facility

Proposed Land Use: Sewer Treatment Facility

Enclosed is a copy of the application and other relevant documents and materials. A public hearing for this case before the Zoning Commission has tentatively been set for Monday, July 10, 2023 at 7:00 p.m.

If you need further information, please feel free to contact me.

Sincerely yours,



Eric Snowden
Zoning Inspector/Planning Coordinator

Enclosure



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Parcel Amendment Checklist

Date: 6-13-23 Township: Jenane (L)

Amendment Title: Z23-001 - 9089 US HWY 42

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input type="checkbox"/>	<input type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

N/A - See 2c Motion

N/A

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

10820 St. Rt 347, PO Box 219
 East Liberty, Ohio 43319
 • Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

COPY

JEROME TOWNSHIP ZONING COMMISSION
UNION COUNTY, OHIO

MOTION TO INITIATE A ZONING AMENDMENT

In accordance with the powers of the Zoning Commission provided for by R.C. 519.12 and by Section 230.001 of the Township Zoning Resolution, I move to initiate an amendment to the [Official Zoning Map ~~/text of the Zoning Resolution~~] as provided for on the map ~~/text~~ and other documents and exhibits designated Case # Z23-001, to authorize and direct the Secretary to transmit a copy of this case to the Logan-Union-Champaign Regional Planning Commission, and to set a public hearing for Monday, July 10th, 2023 at 7 pm at the Township Hall.

Second.

Discussion.

Roll Call Vote.

6-12-23

Z23-001 – Property Owners

UNION CO BD OF COMMISSIONERS
233 WEST SIXTH STREET
MARYSVILLE, OH 43040

RHODES RONALD L & EARLENE F
9148 CROTTER RD
PLAIN CITY, OH 43064-9709

HAYES, JOELLEN
9023 US 42 N
PLAIN CITY, OH 43064

LEMASTER, WILLIAM
9017 US HWY 42 N
PLAIN CITY, OH 43064

9030 CROTTER LLC
8500 RAUSCH DR
PLAIN CITY, OH 43064



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

June 12, 2023

TO: Zoning Commission

FROM: Eric Snowden, Zoning Inspector/Planning Coordinator

RE.: Proposed Rezoning of a tract of land located at 9089 US Highway 42

Dear Commissioners,

It has come to the attention of the Zoning Department that a certain tract containing approximately .20 acres of land is currently indicated as Rural Residential District (RU) on the Official Zoning Map. Upon review of the applicable records of the Zoning Department, as well as the relevant zoning records on file with the Union County Recorder and LUC Regional Planning Commission, I have determined that the zoning district applied to this lot by the Official Zoning Map, as amended, has not be consistent over time. The lot used for a sewage treatment facility owned by the Board of County Commissioners, was included in a subdivision plat for a subdivision known as Crottinger Estates.

Based on this information, it is my recommendation that the Commission pass a motion to initiate an amendment to the Official Zoning Map, designating the .20 acre lot Low Density Residential District (LDR). This would be consistent with the other lots that are part of the Crottinger Estate subdivision.

Following passage of the motion, the map amendment will be reviewed in accordance with Chapter 230 of the Zoning Resolution, and ultimately come before the Board of Township Trustees for its action.

Very respectfully,

Eric Snowden, AICP
Zoning Inspector/Planning Coordinator
Jerome Township, Union County, Ohio

WARRANTY DEED

108333

TUTTLE BLANK REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINTS, PUBLISHERS, CLEVELAND, OHIO
Standard Ohio Form 501

Know all Men by these Presents

That CHARLES L. CALLE and JACKALINE CALLE, husband and wife,

of the Township of Jerome, County of Union
and State of Ohio Grantors, in consideration of the sum of

Ten Dollars and other good and valuable considerations -----
to them paid by THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY,
OHIO,

of the Township of Jerome, County of Union
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said

Grantee, The Board of County Commissioners of Union County, Ohio,
its successors and assigns

heirs and assigns forever, the

following **Real Estate** situated in the County of Union
in the State of Ohio, and in the Township of
Jerome and bounded and described as follows:

Being in Survey No. 1440, starting at the Northwest corner of Lot No. 8 of Crottinger Estates Subdivision, thence along the North-westerly lot line of Lot No. 8 North 56° 12' East approximately Fifty Eight and ninetenths feet (58.9') to the point of beginning; thence with the northeasterly line of Lot No. 5 N 24°-26' W a distance of Seventy feet (70') to a point; thence N 56°-12' E One Hundred Twenty feet (120') to a point; thence S 33° - 48' E, a distance of Sixty Nine and one-tenth feet (69.1') to a point in the northwesterly line of Lot No. 9; thence along the northwesterly lines of Lot No. 9 and Lot No. 8 S 56° - 12' W a distance of One Hundred Thirty One and four-tenths feet (131.4') to the place of beginning and containing .20 acres more or less.

This conveyance is intended to convey fee simple title to said Grantee to the complete sewage treatment plant facility and the ground upon which said plant rests including a chain link fence enclosing said plant.

A grant of easement to the Union County Commissioners from Charles L. and Jackaline Calle, Ronald and Erlene Rhodes, Nelson A. and Marilyn Williams, and Jimmie Dale and Gloria Jordan dated _____, 1974, and recorded Plat Book 4 _____, Pages 44 on _____, May 31 _____, 1974, provides easements for collecting and effluent lines as well as ingress and egress to above described property over an all weather access road.

Last Transfer: Deed Record Volume , Page

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, The Board of County Commissioners of Union County, Ohio, its successors heirs and assigns forever.

And the said Grantors, Charles L. Calle and Jackaline Calle

for themselves and their heirs.

do hereby covenant with the said Grantee, The Board of County Commissioners of Union County, Ohio, its successors

heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever

except easements and restrictions of record, public highways, zoning restrictions, and taxes and assessments due and payable as the 1st quarter 19 74 installment and thereafter, which grantee hereby expressly assumes and agrees to pay,

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$
EXEMPT
WARREN G. SUTTON, County Auditor

TRANSFERRED
JUL 15 1975
Warren G. Sutton, Aud.
BY [Signature]

and that they will forever Warrant and Defend the same, with the appurtenances, unto the said Grantee, The Board of County Commissioners of Union County, Ohio; its successors heirs and assigns against the lawful claims of all persons whomsoever

In Witness Whereof the said Grantors, CHARLES L. CALLE and JACKALINE CALLE, husband and wife,

who hereby release their respective rights of dower in the premises, have hereunto set their hands, this 12th day of March in the year of our Lord one thousand nine hundred and seventy-four -- (19 74)

Signed and acknowledged in presence of

Marjorie McCreary

Charles L. Calle

CHARLES L. CALLE

J A Houchard

Jackaline Calle

JACKALINE CALLE

The State of OHIO }
County } SS.

RICHARD D. HYLAND
RECORDER, UNION CO., OHIO

1975 JUL 15 PM 1:44

VOL 267 PAGE 14

Be it Remembered That on this 12th day of March A.D. 19 74 before me, the subscriber, a Notary Public in and for said county, personally came the above named Charles L. Calle and Jackaline Calle, husband and wife,

the Grantors

in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on

the day and year last aforesaid.

Marjorie McCreary aka Marjorie Brown
Notary Public for Madison and Union
Counties, Ohio. My Commission expires
May 26, 1977.

Marjorie McCreary
NOTARY PUBLIC

This instrument prepared by HOUGHARD AND NOLLEY, Attorneys at Law, Plain City, Ohio.

Z23-001 – Property Owners

UNION CO BD OF COMMISSIONERS
233 WEST SIXTH STREET
MARYSVILLE, OH 43040

RHODES RONALD L & EARLENE F
9148 CROTTER RD
PLAIN CITY, OH 43064-9709

HAYES, JOELLEN
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PLAIN CITY, OH 43064-

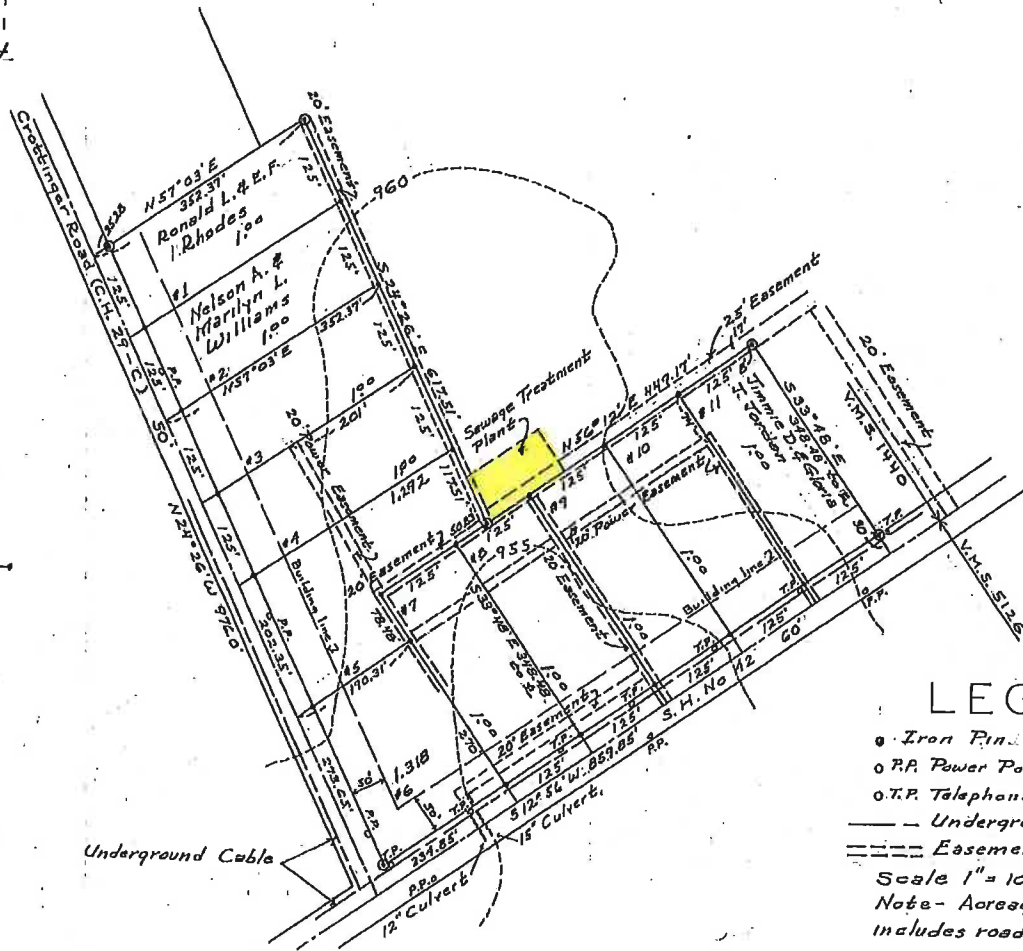
LEMASTER, WILLIAM
9017 US HWY 42 N
PLAIN CITY, OH 43064

9030 CROTTER LLC
8500 RAUSCH DR
PLAIN CITY, OH 43064

= CROTTINGER ESTATES =

105969

REGISTERED SURVEYOR
1374 MAY 31 PM 12:21
VOL. 4 PAGE 44
144



LEGEND

- o Iron Pin & Monument
 - o P.P. Power Poles
 - o T.P. Telephone Poles
 - Underground Cable
 - ==== Easements
- Scale 1" = 100'
Note - Areas indicated includes road right of way

A Resume of the principal Deed Restrictions Applying to each lot.

- 1 There shall be only one single private dwelling per lot together with private garage and other appropriate outbuildings.
- 2 No buildings shall be erected closer to the street than the building line shown on the plat, nor closer to the side or rear lot lines than 20 feet.
- 3 No garage, temporary building or substantially uncompleted building shall be occupied.
- 4 The structure of each dwelling house must exceed the following areas.
A. Any one story, or one and one-half story house 1000 sq. ft. of ground floor area.
B. Any two story house 600 sq. ft. of ground floor area and 300 sq. ft. or more of second floor ceiling area which is not less than 7 1/2 feet above the second floor level.
- 5 No modular houses or garages shall be built on any lot.
- 6 No live stock or poultry shall be raised for commercial purposes.
- 7 No structure shall be constructed with a roof slope of less than 3/12 pitch. A fence may be constructed on sides and back of property, but no fence in front.
- 8 Each lot owner, at the time he builds his home, or as soon thereafter as possible, is required to landscape his lot in the immediate area surrounding the home.
- 9 Grantee and his successors and assigns, agree to pay all assessments for operation and maintenance of the sewage treatment plant servicing this lot.

Surveyors Certificate

The accompanying plat represents a subdivision of land in V.M.S. No 1440 Jerome Township, Union County, Ohio
The tract has an area of 1.22 acres in roads and 10.32 acres in lots making a total of 11.61 Acres.
All measurements are in feet and decimals of a foot.

I hereby certify that the accompanying plat is a correct representation of Crottinger Estates Subdivision as surveyed 4-25-74

Reviewed this 6th day of May 1974 J. Donald Hall
Registered Surveyor No 3802
Approved this 29th day of April 1974 John E. Mann Chairman
Chairman, Township Trustees
Approved this 16th day of May 1974 J. Donald Hall
Union County Engineer
Approved this 16th day of May 1974 Lloyd A. Gray, M.D.
Union County Health Dept.
Reviewed this 14 day of May 1974 Walter C. Morse
Union County Soil and Water Conservation District
Approved this 9th day of May 1974 Armenia D. Scott
Logan-Union-Champaign Regional Planning Commission
Approved this 28 day of May 1974
Max C. Robinson
Gravel & Co. Inc.
John S. Wright
Union County Commissioners
Transferred this 31st day of May 1974 William H. Stetter
Union County Auditor
Filed for record this 31st day of May 1974 at 12:11 PM
Recorded this 31st day of May 1974 in Plat Book 4 Pg 44
Richard D. Highland
Union County Recorder

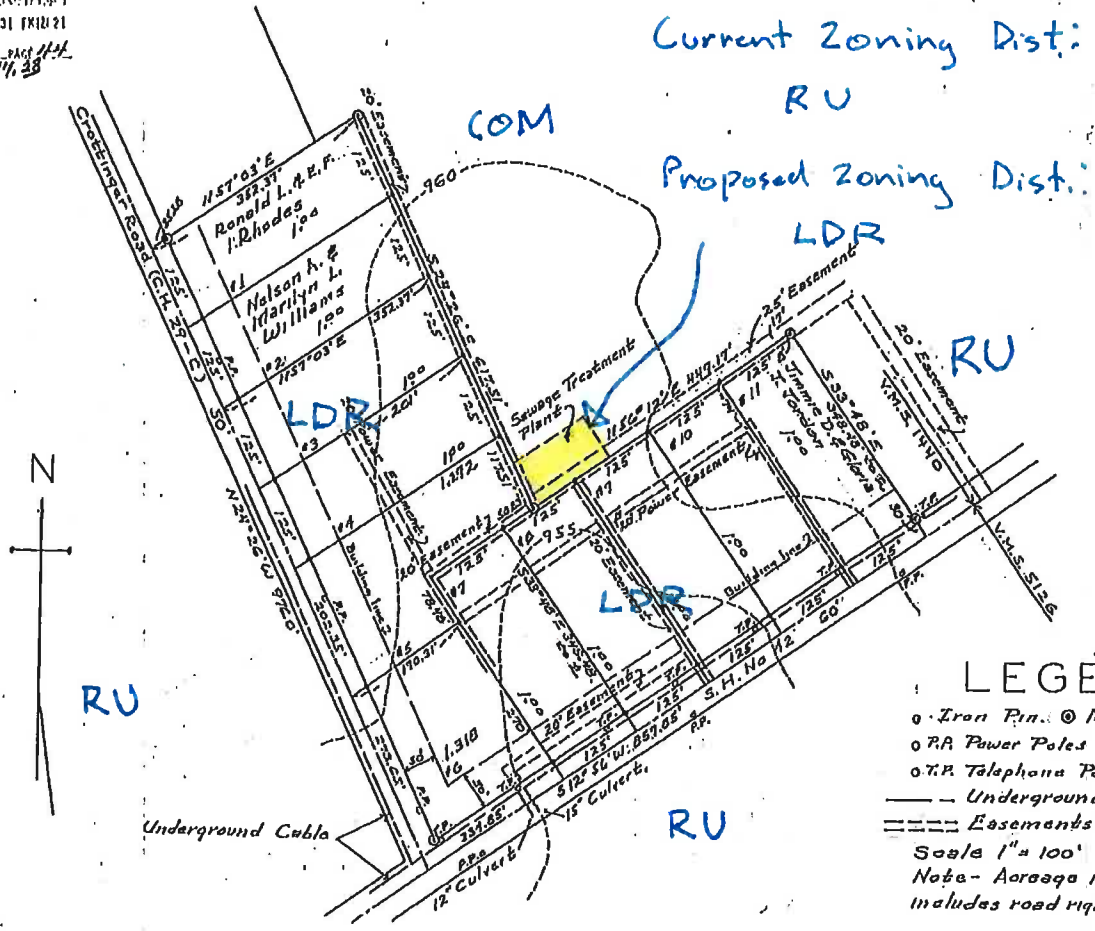
Know all men by these presents, that the undersigned owners of the herein delineated subdivision have caused the land to be surveyed and platted, to be known as Crottinger Estates Subdivision, in the Township of Jerome, V.M.S. No 1440, Union County, Ohio. There are no new streets or roads dedicated therein.

<u>William Lee</u>	<u>Nelson A. Williams</u>	<u>William Lee</u>	<u>Ronald L. Rhodes</u>
<u>Sida Mearns</u>	<u>Marilyn L. Williams</u>	<u>Sida Mearns</u>	<u>Earlene F. Rhodes</u>
<u>J. & J. C. C.</u>	<u>Jimmie D. Jordan</u>	<u>J. & J. C. C.</u>	<u>Charles L. Calle</u>
<u>Phyllis A. Calle</u>	<u>Gloria A. Jordan</u>	<u>Sida Mearns</u>	<u>Jas. Calhoun Calle</u>
Witnesses	Witnesses	Witnesses	Witnesses

State of Ohio, County of Union
Before me, a Notary Public in and for said County personally came the above named property owners who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.
In witness whereof, I have hereunto set my hand and affixed my official seal this 20 day of May 1974
By Mary Sue Kuen
Notary Public

= CROTTINGER ESTATES = 105969

RECORDED IN V.M.S. No. 1440
 PLAT BOOK 4 PAGE 44
 MAY 21 1974



A Resume of the principal Deed Restrictions Applying to each lot.

- 1 There shall be only one single private dwelling per lot together with private garage and other appropriate outbuildings.
- 2 No buildings shall be erected closer to the street than the building line shown on the plat, nor closer to the side or rear lot lines than 20 feet.
- 3 No garage, temporary building or substantially uncompleted building shall be occupied.
- 4 The structure of each dwelling house must exceed the following areas:
 A. Any one story, or one and one-half story house 1000 sq. ft. of ground floor area.
 B. Any two story house 600 sq. ft. of ground floor area and 300 sq. ft. or more of second floor ceiling area which is not less than 7 1/2 feet above the second floor level.
- 5 No modular houses or garages shall be built on any lot.
- 6 No live stock or poultry shall be raised for commercial purposes.
- 7 No structure shall be constructed with a roof slope of less than 3/4 pitch. A fence may be constructed on sides and back of property, but no fence in front.
- 8 Each lot owner, at the time he builds his home, or as soon thereafter as possible, is required to landscape his lot in the immediate area surrounding the home.
- 9 Grantor and his successors and assigns, agree to pay all assessments for operation and maintenance of the sewage treatment plant serving this lot.

Surveyors Certificate

The accompanying plat represents a subdivision of land in V.M.S. No 1440 Jerome Township, Union County, Ohio. The tract has an area of 142.2 acres in roads and 10.32 acres in lots making a total of 152.52 Acres. All measurements are in feet and decimals of a foot.

I hereby certify that the accompanying plat is a correct representation of Crottinger Estates Subdivision as surveyed 4-25-74

Reviewed this 6th day of May 1974
 Approved this 22nd day of April 1974
 Approved this 16th day of May 1974
 Reviewed this 14th day of May 1974
 Approved this 9th day of May 1974
 Approved this 28th day of May 1974
 Transferred this 31st day of May 1974
 Filed for record this 31st day of May 1974
 Recorded this 31st day of May 1974

LEGEND

- o Iron Pin, o Monument
 - o P.A. Power Poles
 - o T.P. Telephone Poles
 - Underground Cable
 - ==== Easements
- Scale 1" = 100'
 Note - Areas indicated includes road right of way

Know all men by these presents, that the undersigned owners of the herein delineated subdivision have caused the land to be surveyed and platted, to be known as Crottinger Estates Subdivision, in the Township of Jerome, V.M.S. No 1440, Union County, Ohio. There are no new streets or roads dedicated therein.

<u>William Lee</u>	<u>Nelson A. Williams</u>	<u>William Lee</u>	<u>Ronald L. Rhodes</u>
<u>Sandra Mamm</u>	<u>Marilyn L. Williams</u>	<u>Sandra Mamm</u>	<u>Carlene F. Rhodes</u>
<u>J. J. & C. C. C.</u>	<u>Thymie D. Jordan</u>	<u>J. J. & C. C. C.</u>	<u>Charles L. Galle</u>
<u>Phyllis A. Calle</u>	<u>Gloria J. Jordan</u>	<u>Sandra Mamm</u>	<u>Jacqueline Calle</u>
Witnesses	Witnesses	Witnesses	Witnesses

State of Ohio, County of Union
 Before me, a Notary Public in and for said County personally came the above named property owners who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.
 In witness whereof, I have hereunto set my hand and affixed my official seal this 30 day of May 1974
 By William Lee
 Notary Public

Crottinger Estates

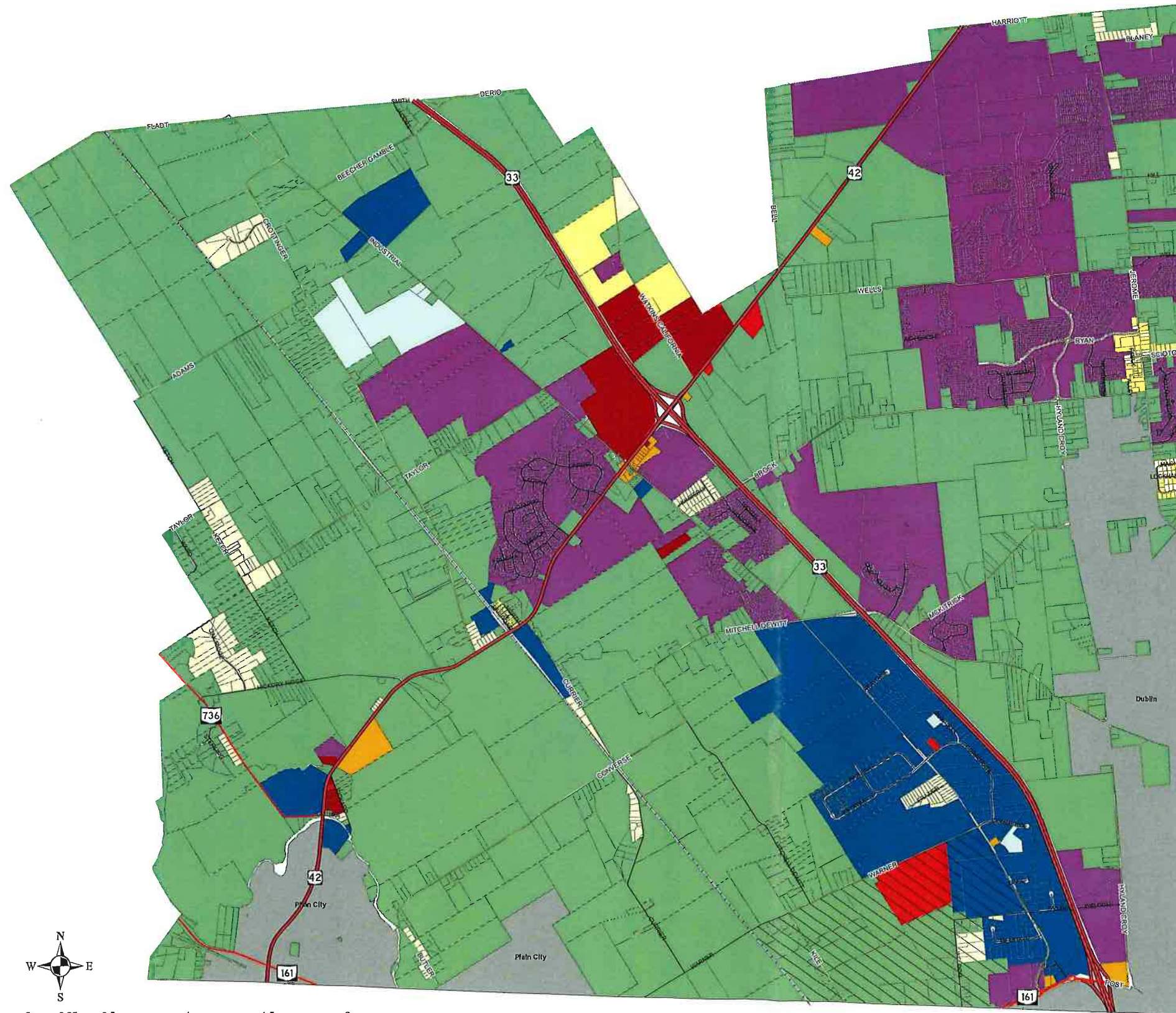
Zoning Map of Jerome Township, Union County, Ohio



Logan-Union-Champaign
Regional Planning Commission
10820 St. Rt. 347
East Liberty, OH 43344
(937) 666-3431

Map Generated: July 2004
Map Updated: February 2023 (GRD)

This map was prepared by LUC. Zoning information was provided by the Township, the party responsible for the accuracy and maintenance of this map.



Zoning

- RU
- LDR
- MDR
- ORM
- LR
- RR
- COM
- PD
- SRE
- Municipality

Overlay

- Innovation PD

Roads

- Township
- County
- State
- U.S.
- Railroad

Amendments

This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted May 4, 2022 as part of the Zoning Resolution Jerome Township, Union County, Ohio.

[Signature]
Chairperson
Jerome Township
Board of Trustees

[Signature]
Fiscal Officer
Jerome Township

Chapter 425 – Rural Residential District (RU)

425.001 Rural Residential District Generally

The purpose and intent of the Rural Residential District (RU) is to preserve rural character and provide for land which is suitable or used for very low density residences as defined in the Comprehensive Plan. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable regulations of the County Health Department. This District supersedes the U-1 Rural District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

425.01 Permitted Uses

Within the RU District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration. (Amd. 12-6-2022)

425.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution.

425.03 Conditional Uses

The following uses may be permitted as conditional uses in the RU District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 721191 – Bed-and-Breakfast Inns
2. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution
3. Expanded home occupations subject to the requirements of Chapter 635 of this Resolution.
4. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
5. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution.
6. Veterinary Hospitals and Clinic
7. Kennel/Animal Boarding (Amd. 10-20-2020, 12-6-2022)

425.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the RU District:

1. Minimum Lot Area

The minimum lot area for parcels in the RU District shall be 1.5 acres or as required by the County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the RU District and this Resolution. (Amd. 8-17-2015, 10-20-2020, 6-15-2021)

2. Minimum Lot Width

Lots in the RU District shall have a minimum width of 150 feet. (Amd. 8-17-2015, 10-20-2020)

3. Flag Lots

In addition to the lot width requirement above, flag lots shall have a minimum frontage of 150 feet. (Amd. 8-17-2015, 10-20-2020)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Such setbacks for the RU District shall be as follows:

- a) **Type 'A'** – The setback for farm markets shall be a minimum of 15 feet as determined by Chapter 605 of this Resolution. (Amd. 6-15-2021)
- b) **Type 'B'** – The setback for single-family dwellings shall be a minimum of 50 feet.
- c) **Type 'C'** – The setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the lot shall be 75 feet. (Amd. 10-20-2020, 6-15-2021)

5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

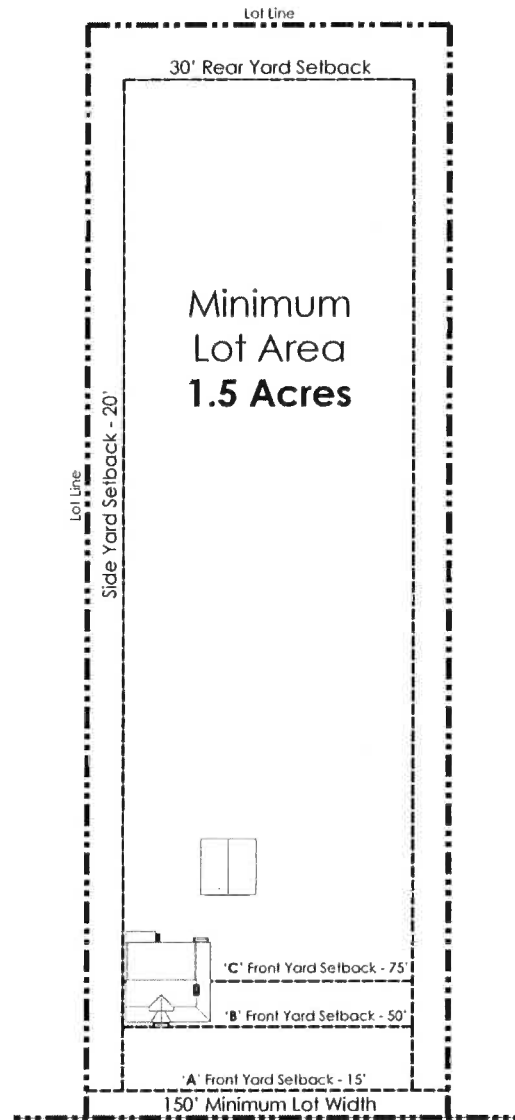


Figure 425.01: Lot area and setback diagram for the RU District

6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

425.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the RU District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the RU District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the RU District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet.

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Chapter 430 – Low Density Residential District (LDR)

430.001 Low Density Residential District Generally

The purpose and intent of the Low Density Residential District (LDR) is to provide areas for larger lot, lower density residential uses and/or estate lots that may or may not have access to centralized sewer services as outlined in the Comprehensive Plan. The Low Density Residential District will provide a transition between agricultural and rural residential uses, and more urbanized areas. This District supersedes the R-1 Low Density Residential District in existence prior to the enactment of this Resolution.

430.01 Permitted Uses

Within the LDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital. (Amd. 10-20-2020, 12-6-2022)

430.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

430.03 Conditional Uses

The following uses may be permitted as conditional uses in the LDR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
2. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
4. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution. (Amd. 10-20-2020, 12-6-2022)

430.04 Lot Area and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the LDR District:

1. Minimum Lot Area

The minimum lot area for parcels having access to public sewer and water services shall be one half (½) acre. Without access to public sewer and water the minimum lot area shall be 1.5 acres, or such larger area as determined necessary by the County Health Department. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the LDR District and this Resolution. (Amd. 6-15-2021, 12-21-2021)

2. Minimum Lot Width

All lots in the LDR District shall have a minimum width of 120 feet. (Amd. 10-20-2020)

3. Minimum Lot Frontage

Flag lots are not permitted within the LDR District.

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Front yard setbacks for the LDR District shall be as follows:

- a) Single-family Dwellings - The front yard setback for single-family dwellings shall be 35 feet.
- b) The front yard setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the lot shall be 45 feet. (Amd. 10-20-2020, 6-15-2021)

5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a side lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

5. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (6-15-2021)

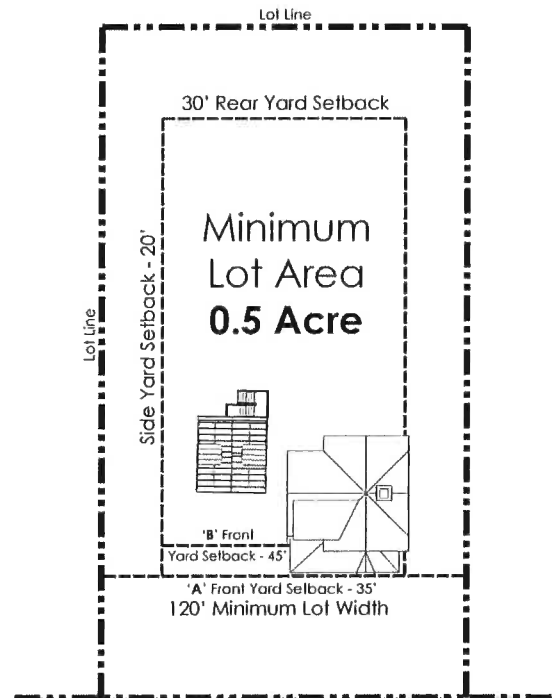


Figure 430.01: Lot area and setback diagram for the LDR District

6. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

430.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the LDR District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the LDR District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the LDR District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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Staff Report – Jerome Township Zoning Amendment

Jurisdiction:	Jerome Township Zoning Commission c/o Eric Snowden 9777 Industrial Parkway Plain City, Ohio 43064 (614) 873-4480
Request:	The Jerome Township Zoning Commission initiated an amendment to the text of the Zoning Resolution. The proposal amends various sections of the existing Jerome Township Zoning Resolution.
Location:	Jerome Township is in Union County.

Staff Analysis:	<p>Many of the proposed changes replace existing language with language from LUC and/or Ohio Department of Development model text. Other LUC members use this model. This report outlines recommended changes to the proposed amendment.</p> <p>General Comments</p> <ul style="list-style-type: none"> • Please ensure notations indicating “amended on” dates are updated throughout the document. • Remember to update the table of contents and page numbers if necessary. <p>300.15 Definitions Letter O</p> <ul style="list-style-type: none"> • Open Space – The Township has added a definition for open space. Staff believes this is intended to apply to areas “dedicated” as open space. Therefore, Staff recommends adding this requirement to the definition. <p>Using “Roadway Functional Class” to determine standards</p> <ul style="list-style-type: none"> • Tables are provided for each zoning district; these tables list required frontages and required setbacks. These requirements vary based on the individual roadway classifications. While there is merit to this, it may be difficult to maintain in practice. Therefore, Staff recommends the following: <ul style="list-style-type: none"> ○ Work with the County Engineer’s Office and verify that the functional classes are correct and accomplish the Township’s goals.
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Staff Report – Jerome Township Zoning Amendment

- Staff recommends basing this requirement off **the County Engineer’s roadway functional** classification generally, rather than a particular map. This may be useful in an instance where a new roadway is constructed but not depicted on the published map.
- Staff recommends providing an alternative, a general disclaimer, or process in instances where a classification is unspecified.
- Staff recommends listing every roadway functional class in each table, with values for each one, to account for changes in roadway classification in the future.
 - For example, include a line for Freeway in each district. It may happen that a parcel is rezoned to a district along US Hwy 33 that is missing this row.

Front Yard Setbacks (see “**440.03, #4**)

The Resolution measures the front yard setback for all lots from the road right-of-way (this is stated in the standards for each individual zoning district). With the establishment of **the definition of “Setback Line” the measurement now occurs** from the lot line. (This is likely unintentional.) Staff recommends keeping the current standard—measuring from the right-of-way.

- One way to do this would be to establish a definition “**Setback Line, Front.** – Determined from the edge of the road right-of-way.” This is common across LUC.

500.07 Use-Specific Development Standards

- 1. Low and Medium Density Residential Land Use, a) – **Staff recommends keeping “a) Calculating Residential Density” in order to** make clear whether the calculation is based off of gross density.

510.02 Lot Area, Lot Width, and Yard Setback Standards, #3

- **The proposed changes spell out the words “fifteen percent” and gives the value “25%”. Staff recommends** reconciling the words with the values.

525.06C Densities

- This change eliminates density calculation methods for business park uses and residential uses in the Innovation Planned Development District. Staff



Staff Report – Jerome Township Zoning Amendment

	<p>believes the calculation method for business park uses was struck unintentionally. Staff recommends the Township keep the first two sentences.</p> <p>600.08 Additional Regulations for Lots & Buildings</p> <ul style="list-style-type: none">• a) LUC has been working with other townships to update the language regarding the “3:1 ratio” or “depth-to-width ratio”. Staff recommend replacing “a)” with the following:<ul style="list-style-type: none">○ “Whenever provided for in the regulations for the applicable zoning district, no lot less than ten (10) acres in area shall have a depth which is more than three (3) times its width”. Then, the definition of “Lot Measurements” is what is used to actually determine how to measure the depth and the width. <p>605.03 Farm Markets</p> <ul style="list-style-type: none">• ORC 519.21 allows townships to regulate size of structure, size of parking areas, set back building lines, and egress or ingress of Farm Markets. Staff sees standards for setbacks and parking, but nothing for size of buildings or ingress/egress. Staff recommends considering if minimum/maximum building size and maximum lot coverage are addressed for Farm Markets. <p>625.02 Fence Height and Location Regulations</p> <ul style="list-style-type: none">• #1 – This change adds language about being “behind” the setback. Proposed changes to other sections (615.05 #7, and 625.03 #4) strike language about being “behind” the setback. Staff recommends making this language consistent between the two sections— either “behind the setback” or “not within the required setback”.• #2 - This change allows fences with 50% opacity in the front yard. Currently it only allows 25% opacity. Staff recommends that the Township consider the implications. <p>640.04 Temporary Use/Activities Not Requiring a Temporary Use Permit</p> <ul style="list-style-type: none">• 4. Mobile Food Units – Staff recommends looking into a maximum time limit that the mobile food unit is allowed to remain on site, if the Township has not done so already.
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Staff Report – Jerome Township Zoning Amendment

	<p>630.03 Exterior Lighting Standards and Requirements</p> <ul style="list-style-type: none"> 6. The proposal would strike prohibition of blinking, flashing, search lights, etc... Staff recommends keeping this language. <p>645.02 Uses, Structures, and Buildings Accessory to Single-Family Dwellings and Two-Family Dwellings</p> <ul style="list-style-type: none"> 1. Existing text prohibits certain structures from being between the principal building and the right-of-way. The proposed text allows them, as long as they abide by the front setback. Staff recommends reviewing this change and verifying that it was intentional. <p>645.03 Swimming Pools as Accessory Uses or Structures</p> <ul style="list-style-type: none"> b) Existing text prohibits pools from being between the principal building and the right-of-way. The proposed text allows them, as long as they abide by the front setback. Staff recommends reviewing this change and verifying that it was intentional. <p>657 Solar Energy Systems</p> <p>LUC made extensive changes to the model text that this language is based off of, especially to the language for Principal Solar Energy Production Facilities. Staff recommends that the Township update the proposed changes to match the most recent version of the LUC Model Text (April 13, 2023). Staff will provide the Township with a copy and go through the changes in detail with Township staff.</p> <p>Diagrams</p> <p>After discussions with Township staff, LUC staff recommend incorporating diagrams that are part of the LUC Model Text. Staff will provide a copy of the diagrams to Township Staff to determine which ones are applicable.</p>
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Staff Recommendations:	Staff recommends <i>APPROVAL WITH MODIFICATIONS</i> of the proposed zoning amendment. Those modifications are those outlined in the staff report.
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Z&S Committee Recommendations:	
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*Zoning Commission
Jerome Township
Union County, Ohio*

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480
jerometownship.us

June 13, 2023

L.U.C. Regional Planning Commission
c/o Brad Bodenmiller, Executive Director
Box 219
East Liberty, Ohio 43319

Dear Mr. Bodenmiller:

This letter is to inform you of a proposed amendment to the Jerome Township Zoning Resolution:

Case #: ZT23-002

Name of Applicant: N/A – Amendment Initiated by Zoning Commission, see attached motion.

Request: Amendment to the text of the Jerome Township Zoning Resolution

Enclosed is a copy of the resolution of initiation, proposed text, and other relevant documents and materials. A public hearing for this case before the Zoning Commission has tentatively been set for Monday, July 10, 2023 at 7:00 p.m.

If you need further information, please feel free to contact me.

Sincerely,



Eric Snowden
Zoning Inspector/Planning Coordinator

Enclosure



Zoning Text Amendment Checklist

Date: 6/13/23 Township: Jerome (U)
 Amendment Title: ZT23-002 - Text Amendment

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

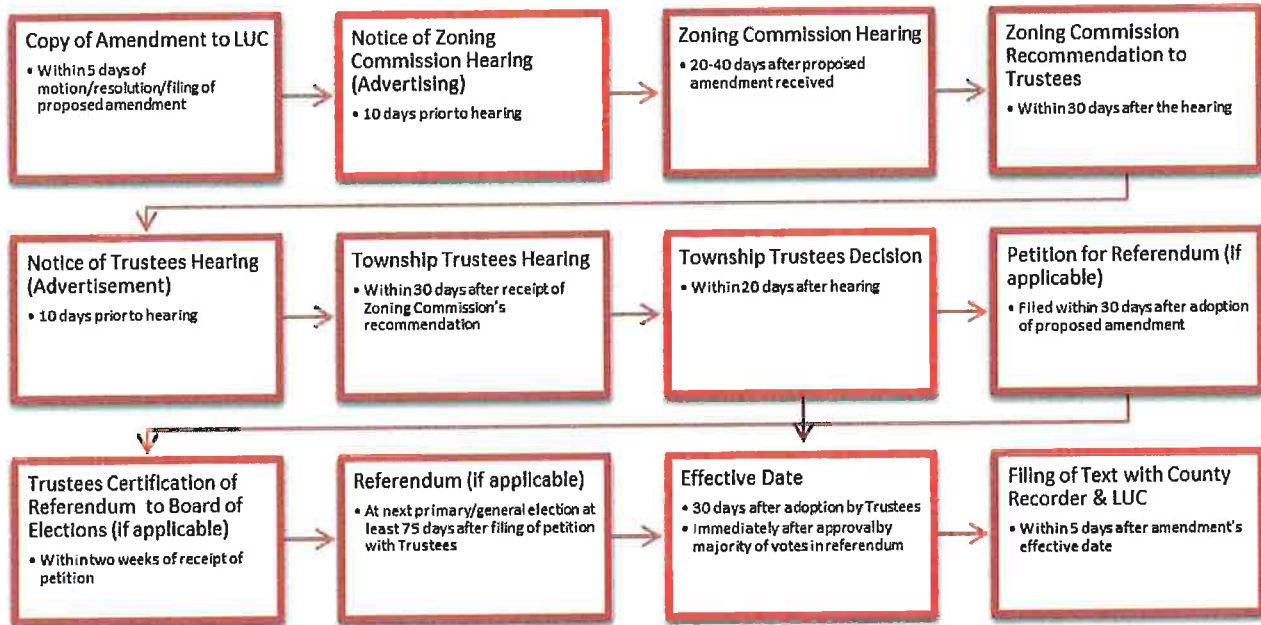
N/A

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12



Township Zoning Amendment Process (ORC 519.12)



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

JEROME TOWNSHIP ZONING COMMISSION
UNION COUNTY, OHIO

COPY

MOTION TO INITIATE A ZONING AMENDMENT

In accordance with the powers of the Zoning Commission provided for by R.C. 519.12 and by Section 230.001 of the Township Zoning Resolution, I move to initiate an amendment to the [~~Official Zoning Map~~ text of the Zoning Resolution] as provided for on the ~~map~~ text and other documents and exhibits designated Case # ZT23-002 ^{+ dated 6-12-23}, to authorize and direct the Secretary to transmit a copy of this case to the Logan-Union-Champaign Regional Planning Commission, and to set a public hearing for Monday, July 10th, 2023 at 7 pm at the Township Hall.

Second.

Discussion.

Roll Call Vote.

6-12-23

Zoning Text Amendment #ZT23-002

Draft Date: 6/12/2023

300.04 Letter D

Density – A unit of measurement; the number of dwelling units per acre of land.

a) Gross Density – The number of dwelling units per acre of total land to be developed.

a)b) Net Density – The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses and open space accessory to that residential development.

300.06 Letter F

~~Lot Flag – A lot so shaped and designed that the main building site area is set back from the street on which it fronts and includes an access strip connecting the main building site with the frontage street.~~

300.13 Letter M

Manufacturing, Heavy – Manufacturing, processing, assembling, storing, testing and similar industrial uses which are generally major operations and extensive in character; require large sites, open storage and service areas, extensive services and facilities, ready access to regional transportation; and normally generate some nuisances such as smoke, noise, dust, glare, air pollution, odor, but not beyond the district boundary to any large extent.

Manufacturing, Light – Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operate and store within enclosed structures; and generate little industrial traffic and no major nuisances.

Mobile Food Unit – Any apparatus or equipment that is used to cook, prepare or serve food, and that routinely changes or can change location and is operated from a moveable vehicle or apparatus, including but not limited to motorized vehicles, trailers, and hand propelled carts.

300.15 Letter O

Open Space – An area substantially open to the sky which may or may not be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools, and other recreational facilities, but shall not include parking areas, dwellings, or similar improvements unless otherwise provided for by this Resolution.

300.18 Letter R

~~Residential Garden – A tract of land that is specifically used by the owner for the purpose of the outdoor cultivation of flowers, fruits, vegetables, or small plants, and is unenclosed by any structure other than a fence.~~

300.19 Letter S

Setback Line – A line established by this Zoning Resolution, generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided elsewhere by this Resolution. See “Yard”

300.20 Letter T

Telecommunication Tower - Any structure with radio frequency transmission or reception equipment attached that is free standing or is to be connected to a building or other structure. A telecommunication tower shall meet all of the following conditions:

- a) It is constructed on or after October 31, 1996;
- b) It is owned or principally used by a public utility engaged in the provision of telecommunication services;
- c) It is a free-standing structure or is attached to another building or structure and is higher than the maximum allowable height permitted in the zoning district in which it is located.

300.25 Letter Y

Yard – ~~A required~~An open space other than a court, unoccupied and unobstructed by any structure or portion of a structure from the general ground level of the graded lot upward; provided, accessories, ornaments, and furniture may be permitted in any yard, subject to height installations and requirements limiting obstruction of visibility.

- a) Yard, Front – A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.
- b) Yard, Rear – A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.
- c) Yard, Side – A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

~~**Yard, Front Setback** – A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.~~

~~**Yard, Rear Setback** – A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.~~

~~**Yard, Side Setback** – A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.~~

420.001 Agricultural District Generally

The purpose and intent of the Agricultural District (AG) is to; encourage the continuance of agricultural uses, protect prime farmland and agricultural soils, protect the rights of farmers, preserve rural character, and provide for land which is suitable to be used for agriculture as defined in the Comprehensive Plan. Residential land use in the AG District is related to dwellings owned by the persons farming the property. ~~On-site water and sewer facilities are permitted, provided such facilities comply with all applicable county health regulations.~~ Lots in the AG District are anticipated to be served by on-site water and sewer systems.

420.02 Permitted Uses

Within the AG District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) ~~Single~~single-family ~~Dwelling~~dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration.
6. Agriculture

420.05 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the AG District:

1. Minimum Lot Area

The minimum lot area for lots in the AG District shall be 5 acres. (Amd. 6-15-2021)

2. Minimum Lot Width

Lots in the AG District shall have a minimum width of 300 feet. (Amd. 10-20-2020)

3. Flag Lots Lot Width-to-Depth Ratio

~~Flag lots are permitted within the AG District provided that the minimum lot width is maintained~~Any lot in the AG District shall have a width-to-depth ratio as provided for in Section 600.08. (Amd. 10-20-2020)

425.01 Permitted Uses

Within the RU District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) ~~Single~~single-family ~~Dwelling~~dwelling per lot.
2. Limited home occupation subject to requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration

425.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the RU District:

1. Minimum Lot Area

The minimum lot area for ~~parcels~~ lots in the RU District shall be 1.5 acres. When a lot is proposed to be served by on-site water and sewer systems, the minimum lot area may be such larger area as may be required by the County Health Department or as required by the County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the RU District and this Resolution. (Amd. 8-17-2015, 10-20-2020, 6-15-2021)

2. Minimum Lot Width

Lots in the RU District shall have a minimum width of 150 feet. (Amd. 8-17-2015, 10-20-2020)

3. ~~Flag Lots~~ Lot Width-to-Depth Ratio

~~In addition to the lot width requirement above, flag lots shall have a minimum frontage of 150 feet~~ Any lot in the RU District shall have a width-to-depth ratio as provided for in Section 600.08. (Amd. 8-17-2015, 10-20-2020)

430.01 Permitted Uses

Within the LDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) ~~Single~~single-family ~~Dwelling~~dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
- 4.5. Open space, including the use of land for conservation, preservation, or wetland restoration

430.04 Lot Area and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the LDR District:

1. Minimum Lot Area

The minimum lot area for ~~parcels-lots~~ having access to ~~public-sewer and water services~~central sewers shall be one half (½) acre. ~~Without access to public sewer and water~~When a lot is proposed to be served by on-site water or sewer systems, the minimum lot area shall be 1.5 acres, or such larger area as ~~determined necessary~~may be required by the County Health Department. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the LDR District and this Resolution. (Amd. 6-15-2021, 12-21-2021)

2. Minimum Lot Width

All lots in the LDR District shall have a minimum width of 120 feet. (Amd. 10-20-2020)

3. ~~Minimum Lot Frontage~~Lot Width-to-Depth Ratio

~~Flag lots are not permitted within the LDR District~~Any lot in the LDR District shall have a width-to-depth ratio as provided for in Section 600.08.

435.01 Permitted Uses

Within the MDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) ~~Singlesingle~~-family ~~Dwelling dwelling~~ per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
- 4.5. Open space, including the use of land for conservation, preservation, or wetland restoration

435.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the MDR District:

1. Minimum Lot Area

The minimum lot area for parcels in the MDR District shall be 12,000 ~~Square Feet~~square feet. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the MDR District and this Resolution. (Amd. 6-15-2021)

2. Minimum Lot Width

All lots within the MDR District shall have a width of 80 feet. Corner lots having frontage on two ~~public~~ roads shall provide a minimum lot width of 90 feet. (Amd. 10-20-2020)

3. ~~Flag Lots~~Lot Width-to-Depth Ratio

~~Flag Lots are not permitted within the MDR District~~Any lot in the LDR District shall have a width-to-depth ratio as provided for in Section 600.08.

440.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the ORM District:

1. Minimum Lot Area

All lots within the ORM District shall be a minimum of 1.5 acres in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements~~applicable regulations. (Amd. 10-20-2020, 6-15-2021)

2. Minimum Lot Width

The minimum width for all lots in the ORM District shall be ~~determined~~applied based upon the functional classification of the road~~way~~ upon which the lot fronts. Functional road~~way~~ classifications shall be those ~~indicated on the road classification map published~~determined by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~ The following minimum lot widths shall apply:

Table 440.03.2 Lot Width Requirements for the ORM District		
Road / Street Classification	Minimum Lot Width	
	Lots without SDA	Lots with SDA*
Cul-De-Sac or Loop <u>Local Road</u>	150 feet	150 feet
Local Road <u>Minor Collector Road</u>	200 feet	150 feet
Minor Collector Road <u>Major Collector Road</u>	300 feet	200 feet
Major Collector Road <u>Minor Arterial Road</u>	400 feet	250 feet
Minor Arterial Road <u>Major Arterial Roadway</u>	600 <u>500</u> feet	250 feet
Major Arterial Road <u>Freeway</u>	No Access	No Access
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

3. Maximum Lot Coverage

~~The maximum lot coverage in the ORM District shall be thirty-five percent (35%). The total ground area occupied by all buildings and structures shall not exceed a maximum of 35 percent of the total area of the lot.~~

4. Front Yard Setbacks

~~All The Front-yard Setbacks~~ setback for all lots in the ORM District, ~~as defined in Chapter 300,~~ shall be ~~determined~~ applied based upon the functional classification of the ~~public roadway~~ road upon which the ~~property lot~~ fronts ~~and shall be measured from the right of way of said public road.~~ The functional roadway classification shall be those ~~indicated on the road classification map published~~ determined by the County Engineer. The minimum front yard setbacks for the ORM District shall be as follows:

Table 440.03.4 Front Setback Requirements for the ORM District		
Road / Street Classification	Minimum Front Setbacks For:	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop <u>Local Road</u>	40 feet	20 feet
Local Road <u>Minor Collector Road</u>	40 feet	20 feet
Minor Collector Road <u>Major Arterial Road</u>	40 feet	20 feet
Major Collector Road <u>Minor Arterial Road</u>	50 feet	30 feet
Minor Arterial Road <u>Principal Arterial Road</u>	60 feet	40 feet
Major Arterial Road	n/a	n/a

445.001 Commerce District Generally

(a) The purpose and intent of the Commerce District is to provide opportunities for business uses consisting of warehouse and distribution, flex offices, commercial services, and light industry as identified in the Flex Office / Light Industrial section of the Comprehensive Plan and to provide standards for the development of such uses that protect the value of adjacent properties and promote the desired character of the area as defined by the Comprehensive Plan. This district supersedes the B-15 Wholesale and Heavy Retail District, M-1 Manufacturing District, and M-2 Heavy Manufacturing District in existence prior to the enactment of this Resolution.

(b) The uses permitted in this district are appropriate for ~~industrial corridors and major and minor arterials locations~~ where access to interchanges, well designed roads and trucking or shipping routes are available to move goods and services. Manufacturing and industrial uses in this area will be ~~smaller, more specialized~~ operations which are not intrusive by way of noise, dust, odor, vibration or present a danger to surrounding uses. Commerce District uses are more intense land uses that provide employment opportunities and economic development and should be buffered from residential uses. (Amd. 10-20-2020)

445.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the COM District:

1. Minimum Lot Area

The minimum lot area for lots within the COM District shall be as follows:

- a) ~~Lots having~~When a lot has access to centralized sewer ~~and water services~~systems, the ~~shall have a~~ minimum lot area ~~of shall be~~ 3/4 acre.
- b) ~~For lots using~~When a lot is proposed to be served by on-site ~~water and sewers~~, the minimum lot area shall be ~~a minimum of 1 and 1/2-1.5~~ acres, or ~~such larger area~~ as ~~may be~~ required by the County Health Department for the proposed use.
- c) All lots within the COM District shall be adequate in area to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements~~applicable regulations. (Amd. 6-17-2021, 12-21-2021)

2. Minimum Lot Width

The minimum width for all lots in the COM District shall be ~~determined~~ applied based upon the functional classification of the road ~~way~~ upon which the ~~property lot~~ fronts. Functional roadway classifications shall be those indicated on the road classification map published~~determined~~ by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~

The following minimum ~~requirements~~ lot widths shall apply:

Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Loop or cul-de-sac Local Road	150 feet	150 feet
Local Road Minor Collector Road	200 feet	150 feet
Minor Collector Road Major Collector Road	300 feet	200 feet
Major Collector Road Minor Arterial Road	400 feet	250 feet
Major Arterial Road Principal Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced lot width as shown in the above table.

(Amd. 12-21-2021)

3. Maximum Lot Coverage

The maximum lot coverage in the COM District shall be forty-five percent (45%). (Amd. 6-15-2021)

4. Front Yard Setbacks

~~All The~~ front yard setbacks ~~for all lots in the COM District, as defined in Chapter 300,~~ shall be ~~determined~~ applied based upon the functional classification of the ~~public roadway~~ upon which the lot fronts ~~and shall be measured from the right of way of said public road.~~ The functional roadway classifications shall be those indicated on the road classification map published ~~determined~~ by the County Engineer. The minimum front yard setbacks for the COM District shall be as follows:

Table 445.03.4 Front Setback Requirements for the COM District		
Road / Street Classification	Minimum Front Setbacks For:	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop Local Road	40 feet	20 feet
Local Road Minor Collector Road	40 feet	20 feet
Minor Collector Road Major Collector Road	40 feet	20 feet
Major Collector Road Minor Arterial Road	50 feet	30 feet
Minor Arterial Road Principal Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

455.001 Local Retail District Generally

The purpose and intent of the Local Retail District (LR) is to allow retail uses that would draw from residents within a three (3) mile radius of the site and typically include grocery stores, smaller retail uses, and restaurants as identified in the Comprehensive Plan. Local retail uses are typically more oriented to the automobile than the pedestrian and should be adjacent to ~~local-major~~ thoroughfares and have access to ~~public sewer and water~~ central water and sewer systems. Local retail anchors are no larger than 75,000 square feet in floor area and are often grouped with smaller “in-line” retail tenants and outlots. This District supersedes the B-13 Retail Store District in existence prior to the enactment of this Resolution.

455.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the LR District:

1. Minimum Lot Area

All lots within the LR District shall be a minimum of 1 acre in area or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements~~ applicable regulations. (Amd. 6-15-2021)

2. Maximum Floor Area

Within the LR District no single use structure, and no individual tenant in a multi-tenant structure, shall exceed a maximum of 75,000 square feet of floor area. No single development shall exceed a maximum of 150,000 square feet of floor area inclusive of all tenants. (Amd. 6-15-2021)

3. Minimum Lot Width

The minimum ~~lot~~ width for all lots in the LR District shall be ~~determined~~ applied based upon the functional classification of the ~~roadway~~ upon which the ~~property lot~~ fronts. Functional ~~roadway~~ classifications shall be those indicated on the road classification map published ~~determined~~ by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~ The following minimum lot widths shall apply:

Table 455.03.3 Lot Width Requirements for the LR District		
Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 <u>500</u> feet	250 feet
Major-Principal Arterial Road	No Access <u>600 feet</u>	No Access <u>250 feet</u>
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

~~Outlots—Where two or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 455.03.3.~~

4. Front Yard Setbacks

~~All~~The front yard setbacks for all lots in the LR District, as defined in Chapter 300, shall be ~~determined~~applied based upon the functional classification of the ~~public road~~way upon which the lot fronts ~~and shall be measured from the right-of-way of said public road~~. The functional roadway classifications shall be indicated on the road classification map published as determined by the County Engineer. The minimum front yard setbacks for the LR District shall be as follows:

Table 455.03.4 Front Setback Requirements for the LR District		
Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major <u>Principal</u> Arterial Road	n/a <u>60 feet</u>	n/a <u>40 feet</u>

460.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the RR District:

1. Minimum Lot Area

All lots within the RR District shall be a minimum of 1 acre in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements~~applicable regulations.
(Amd. 6-15-2021)

2. Maximum Floor Area

Within the RR District there shall be no maximum floor area for buildings. (Amd. 6-15-2021, 12-21-2021)

3. Minimum Lot Width

The minimum width for all lots in the RR District shall be ~~determined~~applied based upon the functional classification of the road~~way~~ upon which the lot fronts. Functional road~~way~~ classifications shall be those ~~determined~~indicated on the road classification map published by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~The following minimum lot widths shall apply:

Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major-Principal Arterial Road	No Access <u>600</u> feet	No Access <u>250</u> feet

** Lots sharing a common access (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.*

~~a) Outlots—Where three or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 460.03.3. (Amd. 6-15-2021, 12-21-2021)~~

4. Front Yard Setbacks

~~All The~~ front yard setbacks for all lots in the RR District, as defined in Chapter 300, shall be ~~determined~~applied based upon the functional classification of the ~~public~~ roadway upon which the ~~property lot~~ fronts ~~and shall be measured from the right of way of said public road~~. The functional road~~way~~ classifications shall be ~~as those indicated on the road classification map published~~determined by the County Engineer. The minimum front yard setbacks for the RR District shall be as follows:

Table 460.03.4 Front Setback Requirements for the RR District

Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	50 feet	20 feet
Minor Collector Road	50 feet	20 feet
Major Collector Road	60 feet	30 feet
Minor Arterial Road	60 feet	30 feet
Major-Principal Arterial Road	n/a60 feet	n/a30 feet

470.03 Conditional Use Standards

~~In addition to the standards defined in Chapter 240 of this Zoning Resolution the following standards shall apply to all conditional uses within the Special Recreation District;~~

~~1. Spectator Sports~~

~~To be considered for approval as a conditional use in the Special Recreation District, 71121 Spectator Sports, as defined by the NAICS, shall meet the following requirements~~

- ~~b) Traffic — Prior to the approval of the conditional use permit the applicant shall provide to the Township a study prepared by a registered traffic engineer detailing any potential adverse impacts caused by spectator events and mitigation strategies to deal with those impacts~~
- ~~c) Noise — Prior to the approval of the conditional use permit the applicant shall provide to the Township a study that demonstrates the impact that noise levels from typical events will have on the nearest residential areas to the proposed venue. The study will present proposed noise levels in the A-Weighted Decibel Scale (dBA) for the noise to be exceeded 10% of the duration of the event, or the L₁₀ noise level. Proposed noise levels documented in the study shall be substantiated by noise levels physically measured at similar events.~~

~~2. Shooting Sports~~

~~The purpose of the following requirements is to promote and protect the public health, safety and welfare by regulating shooting ranges. These requirements are intended to prevent adverse effects on adjoining properties relating to shot containment and noise mitigation. Each shooting range shall be designed to contain the bullets, shot, and arrows discharged on or within the range facility and minimize noise impacts. This Section does not otherwise apply to the general legal discharge of firearms or bows and arrows in accordance with other applicable laws and regulations. To be approved for a conditional use permit within the Special Recreation District any such facility shall meet the following requirements.~~

~~a) Performance~~

- ~~(i) Shooting range facilities shall be designed to contain all of the bullets, shot, arrows or other projectiles or any other debris on the range facility~~
- ~~(ii) Noise levels measured at the property line shall not exceed sixty five (65) dBA when located adjacent to residential or commercial property or (75) dBA when adjacent to industrial property.~~

~~b) Development Requirements:~~

- ~~(i) Technical Advisors — All shooting range facilities shall apply for and have a Range Technical Team Advisor from the National Rifle Association (NRA) or an equivalent organization inspect and evaluate the design and construction of the range according to the guidelines specified by the NRA's Range Source Book: A Guide To Planning and Construction, current addition, and follow the suggestions made by the advisor.~~
- ~~(ii) Setbacks — All shooting stations and targets in an outdoor facility shall be located a minimum of 300 feet from any property line and the surface danger zone shall be contained within the property boundary line of the range facility.~~
- ~~(iii) Distance Separation — For all outdoor facilities the distance between the range facility and any occupied residential or non-residential building along any target line shall not be less than ½ mile.~~

- (iv) ~~Warning Signs—Warning signs meeting National Rifle Association (NRA) guidelines for shooting ranges shall be posted at 100-foot intervals along the perimeter of the shooting range facility.~~
- (v) ~~All other local, state, and federal laws and regulations shall be adhered to in the construction and operation of proposed range facilities. (Amd. 10-20-2020)~~ All conditional uses in the SRE District shall comply with the general standards applicable to all conditional uses provided for in Section 240.04, and all applicable standards for such uses provided for in Article 6 of this Resolution.

470.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the SRE District:

1. Minimum Lot Area

All lots within the SRE District shall be a minimum of 1 acre in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements applicable regulations.~~ (Amd. 6-15-2021, 12-21-2021)

2. Minimum Lot Width

The minimum widths for all lots in the SRE District shall be ~~determined~~ applied based upon the functional classification of the roadway upon which the ~~property lots~~ fronts. Functional roadway classifications shall be those ~~determined~~ indicated on the road classification map published by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~ The following minimum lot widths shall apply:

Table 470.04.2 Lot Width Requirements for the SRE District		
Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	100 feet
Minor Collector Road	300 feet	150 feet
Major Collector Road	400 feet	200 feet
Minor Arterial Road	600 feet	200 feet
Major-Principal Arterial Road	No Access <u>600 feet</u>	No Access <u>200 feet</u>
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

3. Maximum Lot Coverage

The maximum lot coverage in the SRE District shall be thirty-five percent (35%). (Amd. 6-15-2021)

4. Front Yard Setbacks

~~All The~~ front yard setbacks in the SRE District, as defined in Chapter 300, shall be determined applied based upon the functional classification of the ~~public roadway~~ upon which the ~~property lot~~ fronts ~~and shall be measured from the right of way of said public road.~~ The functional ~~roadway~~ classifications shall be those indicated on the road classification map published as determined by the County Engineer. The minimum front yard setbacks for the SRE District shall be as follows:

Table 470.04.4 Front Setback Requirements for the SRE District			
Road / Street Classification	Minimum Front Setbacks For:		
	Principal Buildings / Structures	Parking and Circulation	Sports Fields
Local Road	40 feet	20 feet	40 feet
Minor Collector Road	40 feet	20 feet	80 feet
Major Collector Road	50 feet	30 feet	100 feet
Minor Arterial Road	60 feet	40 feet	120 feet
Major Principal Arterial Road	n/a 60 feet	n/a 40 feet	150 feet

5. Side Yard Setbacks

The side yard setbacks in the SRE District shall be as follows:

- a) When any lot in the SRE District adjoins any lot zoned in any residential district the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 30 feet for any loading, delivery, and service areas.
 - (iii) 50 feet for all buildings and structures.
 - (iv) 50 feet for any outdoor sports field or court ~~including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.~~
- b) When any lot in the SRE District adjoins any lot zoned in any non-residential district the minimum side yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service areas.
 - (iii) 30 feet for all buildings and structures.
 - (iv) 30 feet for any outdoor sports field or court ~~including any required outfield areas and perimeter buffers required to prevent stray equipment from entering adjacent property.~~

6. Rear Yard Setbacks

The minimum rear yard setbacks in the SRE District shall be as follows:

- a) When the rear lot line of any lot in the SRE District adjoins any lot zoned in any residential district the minimum rear yard setbacks shall be as follows:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 50 feet for all structures, loading, delivery and service areas.
 - (iii) 50 feet for any outdoor sports field or court ~~including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.~~
- b) When the rear lot line of any lot in the SRE District adjoins a lot in any non-residential district the minimum rear yard setbacks shall be as follows:
 - (i) 30 feet for all buildings, parking, vehicular circulation and loading, delivery, and service areas.
 - (ii) 30 feet for any outdoor sports field or court ~~including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.~~

500.07 Use-Specific Development Standards

In addition to the general development standards for Planned Development District provided for in this Chapter, the following use specific development standards are hereby established to further fulfill the purpose and intent of the PD District through the application of flexible land development techniques in the arrangement, design and construction of structures and their intended uses and the integration of open space within the development. These standards, as well as applicable plans for the area, are intended as general standards as circumstances dictate. The development standards filed and approved as part of the preliminary development plan shall establish the final requirements. The development policies include the following:

1. Low and Medium Density Residential Land Use

Future development of clustered subdivisions is anticipated to occur in those areas with centralized public-utilities water and sewer systems and shall be managed to protect the area's unique quality of life and semi-rural character. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities water and sewer systems, the recommendations of the comprehensive Comprehensive plan Plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. The following shall apply when calculating residential density within a PD District:

- a) ~~Calculating Residential Density – While the densities of individual residential areas may vary within a large PD District, the calculation of density for the entire PD District shall be based upon the total number of dwelling units proposed for the total area devoted exclusively to residential use, including open space. Where open space is included within the calculation for residential density, such open space shall permanently remain as open space within the PD District unless specifically included in another duly approved zoning amendment in accordance with the provisions of this Resolution.~~
- b)a) Additional Density Considerations – Additional density for residential developments to be serviced by centralized utilities water and sewer systems may be permitted in certain unique and special instances such as those where: the open space set-aside far exceeds the minimum recommended; additional and substantial site amenities are provided; the development incorporates rural design characteristics design elements that help preserve and retain the rural character of the area into the overall design of the site and maintains compatibility with the surrounding or planned land uses; the design of the development preserves, protects and enhances the natural and historic resources located on the site; and storm-water and other environmental impacts are minimized and mitigated and natural features are enhanced.
- e)b) Lower Density Considerations – In addition to the consideration for additional density as mentioned above, lower densities may be required for a residential development in certain unique and special instances such as those where: -a large portion of the site is undevelopable due to its physical features such as existing bodies of water, steep slopes and similar characteristics, and where proposed residential development is not compatible with adjacent residential development patterns.

510.02 Lot Area, Lot Width, and Yard Setback Standards

The following lot ~~size area, lot width,~~ and yard setback standards shall apply to all lots within the OS District:

1. Minimum Lot Area

All lots within the OS District shall be a minimum of 1.5 acres in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other ~~state and local requirements~~ applicable regulations. (Amd. 6-15-2021)

2. Minimum Lot Width

The minimum ~~lot width~~ widths for all lots in the OS District shall be ~~determined~~ applied based upon the functional classification of the road ~~way~~ upon which the ~~property lot~~ fronts. Functional road ~~way~~ classifications shall be those ~~determined~~ indicated on the road classification map published by the County Engineer. ~~All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction.~~—The following minimum lot widths s shall apply:

Road / Street Classification	Minimum Lot Width
Local Road	100 feet
Minor Collector Road	100 feet
Major Collector Road	200 feet
Minor Arterial Road	300 feet
Major Principal Arterial Road	No Access <u>300 feet</u>

(Amd. 10-20-2020)

3. Maximum Lot Coverage

The ~~total ground area occupied by all buildings and structures shall not exceed a maximum of 15 percent of the total area of the lot or tract~~ maximum lot coverage in the OS District shall be fifteen percent (25%).

4. Front Yard Setbacks

All front yard setbacks shall be ~~determined~~ applied based upon the functional classification of the ~~public road~~ way upon which the ~~property lot~~ fronts ~~and shall be measured from the right of way of said public road~~. The functional road ~~way~~ classifications s shall be ~~as determined~~ those indicated on the road classification map published by the County Engineer. The minimum front yard setbacks for the OS District shall be as follows:

Table 510.02.2 Front Setback Requirements for the OS District		
Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	30 feet	20 feet
Minor Collector Road	30 feet	20 feet
Major Collector Road	40 feet	30 feet
Minor Arterial Road	50 feet	30 feet
Major-Principal Arterial Road	n/a 50 feet	n/a 50 feet

525.06C Densities. ~~Densities for all Business Park Uses shall be calculated as the total floor area as measured in square feet for all buildings divided by the total gross property land area, including right of way, as measured in acres. Building Density will be expressed in square feet per acre or fraction thereof. Densities for Residential Uses shall be calculated as the total Residential Dwelling Units divided by the total gross land area, including right of way, as measured in acres (Dwelling Units per acre). Each Two-Family or Multi-Family Dwelling Unit, irrespective of the number of bedrooms per Dwelling Unit, is considered to be one Residential Dwelling Unit.~~ For Residential Uses, the maximum allowable density and maximum number of Dwelling Units shall be as follows:

Subareas Ic and IIb:

Two-Family and Multi-Family Dwelling Units: 12 units/gross acre (not by any particular single acre) within a development, parcel, or subarea; and, in combination with Detached Single-Family Dwelling Units, up to 600 total Two-Family, Multi-Family, and Single-Family Dwelling Units

Subarea IIb - Detached Single-Family Dwelling Units: 2 units/gross acre (not by any particular single acre); and, in combination with Two-Family and Multi-Family Dwelling Units (in both Subareas Ic and IIb), up to 600 total Two-Family, Multi-Family, and Single-Family Dwelling Units

Subareas IIc and IIe:

Detached Single-Family Dwelling Units: 2 units/gross acre; and up to 170 total Detached Single-Family Dwelling Units

600.02 Special Requirements for Front Yard Setbacks

The following regulations shall be used for interpretation and clarification of front yard setbacks on lots with the following special circumstances:

- a) In the case of through lots, a front yard of the required depth shall be provided on all road frontages.
- b) In the case of corner lots, a front yard of the required depth shall be provided on both road frontages.
- ~~c) In the case of existing flag lots, the front yard setback shall be measured from the front property line established where the lot widens to the normal required lot width.~~
- d)c) ~~With the exception of existing flag lots, all required front yard setbacks shall be measured from the right-of-way of the public road on which the property fronts.~~ Where a right-of-way has not been established, the front yard setback shall be measured from the assumed right-of-way based upon the functional road classifications indicated on the road classification map published by the County Engineer, the Functional Roadway Classification as defined by the County Engineer. ~~Where no right-of-way has been established in such cases, the front yard setback shall be measured a measurement shall be taken~~ from the centerline of the existing road and which shall include the required front yard setback as established in this Zoning Resolution, plus half of the distance of the assumed right-of-way as detailed in the following chart:

Road / Street Classification	Total assumed Right-of-Way	Distance from the centerline to the assumed Right-of-Way Line
Local Road	60 feet	30 feet
Minor Collector Road	80 feet	40 feet
Major Collector Road	100 feet	50 feet
Minor Arterial Road	120 feet	60 feet
<u>Principal Arterial Road</u>	<u>160 feet</u>	<u>80 feet</u>

- d) Wherever there exists a Planned Development District for which no building line or similar front yard setback is provided in the preliminary development plan, but for which district there exists an approved detailed development plan indicating a building line or front yard setback, and for which district or portion thereof a final plat was recorded indicating the same, the front yard setback within the area included in the subdivision shall be as indicated on the recorded plat.
- e) Wherever there exists a subdivision, the final plat of which indicates a building line or similar front yard setback and for which the final plat for said subdivision was recorded

prior to October 11, 1972, the front yard setback within the area included in the subdivision shall be as indicated on the recorded plat.

- e)f) Wherever there exists any zoning district, including a Planned Development District, for which no other building line or similar front yard setback is provided for by this Resolution, the front yard setback within that zoning district shall be twenty-five (25) feet.

600.06 General Regulations for Outdoor Storage

- a) The accumulation or storage of junk, inoperable vehicles, disabled or inoperative machinery or equipment, vehicles or machinery parts, rags, or any other discarded objects or debris defined as junk by this Resolution shall be prohibited on the exterior areas of any lot, outside of an approved junk yard as provided herein.
- b) The accumulation or storage of building supplies, steel supplies, coal, industrial machinery or equipment, and similar goods shall be prohibited on the exterior areas of any lot except within an approved supply yard or outdoor storage area. Such yards and areas shall be screened in accordance with the applicable provisions of the zoning district, or of Chapter 620.
- c) Unless otherwise provided for by this Resolution, no exterior storage in conjunction with a permitted junk yard, supply yard, or other outdoor storage, shall be conducted within the front, side, or rear yard setback of the zoning district.
- d) Unless otherwise provided for by this Resolution, outdoor storage areas shall only be permitted as an accessory use in the Commerce District. Nothing in this Section shall be interpreted as permitting any junk yard, supply yard, or similar use on any lot except where specifically provided for by the applicable regulations ef-for the zoning district. (Adopted 12-21-2021)

600.08 Additional Regulations for Lots & Buildings

- a) Whenever provided for in the regulations for the applicable zoning district, no lot less than ten (10) acres in area shall have an average depth which is more than three (3) times its average width. This regulation shall not apply in any zoning district that does not reference this regulation.
- b) Wherever there exists any residential zoning district, or a Planned Development District that allows single-family dwellings, for which no other regulation for maximum lot coverage is provided by this Resolution, the maximum lot coverage for a lot used for a single-family dwelling shall be fifty percent (50%).
- a)c) Wherever there exists any residential zoning district, or a Planned Development District that allows single-family dwellings, for which no other regulation for minimum floor area is provided by this Resolution, the minimum floor area for such dwelling shall be 900sf.

605.03 Farm Markets

In accordance with Section 519.21 of the Ohio Revised Code farm markets which derive at least fifty percent (50%) of their gross income from produce raised on farms owned or operated by the market owner in a normal crop year shall be permitted in any zoning district, subject to the following regulations:

- ~~1. Buildings less than one hundred and forty-four (144) square feet of floor area shall be placed at least fifteen (15) feet outside the road right-of-way so as to safely allow for adequate customer off-street parking. Seasonal farm markets may use grassed areas for parking. Permanent farm markets shall provide paved or graveled parking. The setback for a building used for a farm market with a floor area less than one-hundred and forty-four (144) square feet shall be fifteen (15) feet.~~
- ~~2. A building used for a farm market with a floor area of one-hundred and forty-four (144) square feet or greater shall meet the setback and lot coverage regulations for the principal building provided in the regulations for the zoning district. A farm market use of this type shall provide off-street parking at a ratio of one (1) parking space for each two-hundred fifty (250) square feet of floor area, and shall meet the requirements of Chapter 610 for parking space size and aisle width. For buildings larger than one-hundred and forty-four (144) square feet of floor area, off-street parking shall be provided at the ratio of 1 parking space for each 250 square feet of farm market. Seasonal parking may be grassed areas, but permanent parking shall be graveled or paved and provided egress in accordance with the recommendation of the County Engineer. Setbacks shall be the same as for any structure in the underlying zoning district. (Amd. 6-15-2021)~~

610.03 Design and Location

All parking and circulation areas shall, at a minimum, be designed to meet the following standards:

1. **Size** – ~~A parking space shall have minimum rectangular dimensions of not less than nine (9) feet in width and nineteen (19) feet in length for ninety (90) degree parking, nine (9) feet in width and twenty-three (23) feet in length for parallel parking, ten (10) feet in width and nineteen (19) feet in length for sixty (60) degree parking, and twelve (12) feet in width and nineteen (19) feet in length for forty-five (45) degree parking. All dimensions shall be exclusive of driveways, aisles and other circulation areas. All parking spaces shall be a rectangular area not less than 9 feet in width by 19 feet in length with the exception of compact vehicle parking spaces.~~
2. **Compact Vehicle Parking Spaces** – In parking areas where more than 25 parking spaces are required the owner may provide compact vehicle parking spaces in lieu of standard vehicle parking spaces for a maximum of 10 percent of the total number of parking spaces required subject to the following requirements:
 - a) Compact vehicle parking spaces shall be a minimum of 8 feet in width and 16 feet in length.
 - b) Compact vehicle parking spaces shall be clearly marked with an aluminum sign measuring a minimum of 12 inches by 18 inches and permanently affixed to a building or sign post at the end of each space. Such sign shall be mounted at a minimum of 3 feet and a maximum of 4 feet in height as viewed from the center of the parking space.
3. **Location** – Required off-street parking facilities shall be located on the same lot as the structure or use served, except where joint or combined parking areas are permitted elsewhere by this Resolution.
4. **Joint or Combined Parking Area** – Joint or combined parking areas are defined as a condition where two or more ~~abutting adjoining~~ lots ~~or outlots, or individual tenants in a multi-tenant retail center,~~ share areas of parking and circulation. Where joint or combined parking between lots or uses is permitted a cross access agreement / easement shall be executed and recorded between the individual lots. Joint or combined parking areas shall be permitted in any non-residential zoning district, and in such circumstances, the setbacks from side and rear lot lines for parking areas and circulation aisles shall not apply to lot lines common to both lots and provided for in the agreements noted above. (Amd. 12-21-2021, 12-6-2022)
5. **Construction** – All parking and loading spaces, together with driveways, aisles, and other circulation areas shall be improved with such material as to provide a durable and dust-free surface.
 - a) Exception: A gravel driveway may be permitted in the AG, RU, and LDR Districts in conjunction with a single-family dwelling or a two-family dwelling, provided the area of the lot is greater than 1.5 acres. ~~In such circumstances, pavement as required above shall be required for a distance of at least 50 feet from the right-of-way line.~~ This exception shall not apply whenever two or more lots have a common access drive in accordance with this Section. (Amd. 10-20-2020, 12-21-2021)

6. **Striping** – All parking spaces for uses other than single-family dwellings and two-family dwellings shall be clearly marked and striped. (Amd. 12-21-2021)
7. **Curb or Wheel Stops** - For uses other than single-family dwellings and two-family dwellings, continuous curbs or wheel stops shall be provided in all parking areas, where adjacent to landscape areas, to prevent vehicles from driving into the landscape areas. Wheel stops, if provided, shall be made of concrete, cut stone, recycled rubber or polymer in white, black or grey, or other similar material and maintained in good condition. (Amd. 12-21-2021)
8. **Landscape Islands and Parking Area Trees** – To reduce the effect of heat absorption and provide improved visual character in off street parking areas landscape islands shall be provided within all parking areas having 10 or more parking spaces in accordance with the following:
- a) Landscape islands shall be a minimum of 8 feet in width and 19 feet in length and shall have a minimum of 2 foot radius at the outside corners.
 - b) Islands shall be provided at a rate of 1 island per each 10 parking spaces. Landscape areas located in the corners of parking areas shall count as ½ of a required landscape island.
 - c) Within double rows of parking, islands shall be combined end to end and placed at the end of parking rows as a cap or between the sides of parking spaces in a row.
 - d) Landscape islands shall be planted with trees or shrubs in accordance with the following standards:
 - (i) Parking Area Trees – Deciduous shade trees shall be provided at a rate of 1 tree for every 20 spaces for uses in commercial zoning districts, and 1 tree for every 10 spaces for all other uses. Said trees must be installed at the center of any required landscape island.
 - (ii) Whenever no deciduous tree is proposed for a required landscape island, at least 4 shrubs shall be planted per island. (Amd. 10-20-2020, 12-21-2021)
9. **Headlight Screening** – Wherever parking areas or circulation aisles for any use other than a single-family dwelling or two-family dwelling front to a ~~public~~ public right-of-way or to any residential use, headlight screening shall be provided in accordance with the following:
- a) Headlight screening shall be in the form of a continuous evergreen hedge planting, earthen mound, or a combination of the two and shall provide a continuous screen from the ground up to a minimum of 3 feet 6 inches in height above the surface of the parking area.
 - b) Headlight screening shall be installed parallel and adjacent to the parking area and circulation aisles being screened.
 - c) Shrubs used for the purposes of headlight screening shall be installed a minimum of 2 feet from the back of curb or wheel stop of head in parking spaces to avoid damage from the overhang of vehicles.
10. **Driveways and Circulation** – All parking areas for 5 or more vehicles shall be served by a driveway or circulation aisle of not less than 22 feet to permit access to all required parking spaces twenty-two (22) feet wide for ninety degree parking, twelve (12) feet wide for parallel parking, seventeen and one-half (17½) feet wide for sixty (60) degree parking

and thirteen (13) feet wide for forty-five (45) degree parking. All other driveway or aisle widths shall be as provided for by the applicable regulations of the County Engineer or the applicable fire regulations, if any. (Amd. 12-21-2021)

- 11. Access** – All driveway access to a public right of way shall meet the access management standards, minimum visibility standards, and all other applicable standards of the County Engineer's Office or other relevant public agency. (Amd. 10-20-2020)
- 12. Setbacks** – All driveway access, parking areas, and circulation aisles, exclusive of curb returns, shall meet the standards of the zoning district for pavement setback from the front, side, and rear lot lines.
 - a) Where no specific setback for driveways, parking areas, or circulation aisles is provided by the regulations for zoning district, no driveway, parking area, or circulation aisle shall be located within the side yard setback or rear yard setback provided for in the regulations for the zoning district.
 - b) Where no specific setback is provided by the regulations for the zoning district, parking areas and circulation aisles for any use other than a single-family dwelling or two-family dwelling shall be setback at least 10 feet from any front lot line.
 - c) For any single-family dwelling or two-family dwelling, no required parking spaces shall be located within the front yard setback for the principal building provided for in the regulations for the zoning district. (Amd. 10-20-2020, 12-21-2021)
- 13. Compliance with other Regulations** – All off-street parking and loading areas shall meet all applicable requirements of the County Engineer's Office and shall comply with the requirements of any applicable fire regulations. (Amd. 10-20-2020, 12-21-2021)
- 14. Provision for Disabled Persons** – All off-street parking areas, other than for single-family dwellings and two-family dwellings, shall meet the requirements of the applicable building codes or regulations and the Americans with Disabilities Act for the provision of parking spaces for the physically disabled and shall include all necessary markings, striping and signage. (Amd. 10-20-2020, 12-21-2021)
- 15. Walkways** – All uses other than single-family dwellings or two-family dwellings shall provide a minimum 4' walkway or otherwise paved access from the main and secondary building entries to the parking areas. (Amd. 12-21-2021)
- 16. Common Access Drives** – When abutting-adjoining lots are required by the County Engineer to have a common access drive, the setback requirements from side and rear lot lines shall not apply. A driveway permitted under this Subsection shall have a minimum width of twelve (12) feet, and be subject to all other applicable County development standards and regulations for common access driveways not otherwise addressed or exceeded by this Zoning Resolution. Address signage shall be posted in accordance with the applicable building or fire regulations. No more than two (2) lots developed with a single-family dwelling or two-family dwelling shall share any common access drive unless otherwise required by the County Engineer. (Adopted 12-21-2021, Amd. 12-6-2022)

610.04 Minimum Distance and Setbacks

The setback of parking and circulation areas from adjacent streets and properties shall be as defined by the standards of the zoning district in which they are provided. In no event shall any parking or circulation area for more than 10 vehicles be closer than 20 feet to any dwelling unit, school, hospital, or other institution for human care located on an **abutting** ~~lot~~adjoining lot, unless separated by an acceptably designed screen. (Amd. 12-6-2022)

610.06 Off-Street Loading and Delivery

Where any use or building in any district requires the receipt or distribution of material or merchandise by vehicle, there shall be provided and maintained, on the same lot with such use or building, a minimum of one off-street loading space. The size and circulation area of loading spaces shall be adequately designed to accommodate the maximum size vehicle to be used in the delivery or distribution, and shall be located in such a way that a parked delivery vehicle shall not project into, or interfere with, any parking space, circulation area, alley, or ~~public~~ right-of-way.

615.02 Sign Permit

Unless otherwise provided for in Section 615.04, signs shall only be, installed or modified subsequent to and in conformance with this Zoning Resolution and an approved sign permit. A sign permit as provided for in this Chapter shall have the same effect as a zoning certificate in certifying a sign in conformance with Chapter 615 and any other requirement of this Resolution related to signs. Sign permits shall be subject to the general procedures for zoning certificates provided for in Chapter 220 and any additional provisions of this Chapter. In addition to the requirements for zoning certificate applications provided for in Section 220.01, an application for a sign permit shall include the following additional plans and information:

1. An elevation drawing, drawn to scale, of each proposed sign, indicating the display area, sign height, and proposed materials;
2. For wall signs, a building elevation, drawn to scale, indicating the location of the proposed wall sign and all applicable dimensions;
3. For ground signs, a landscaping plan, if applicable; and,
4. Such other plans and materials as may be necessary to show compliance with the sign regulations ~~of for~~ the zoning district, or of this Chapter. (Amd., 10-20-202, 12-6-2022)

615.03 Prohibited Signs

The following signs shall be prohibited:

1. Any sign encroaching on or overhanging a ~~public~~ right-of-way. No sign shall be attached to any utility pole, light standard, street tree, or any other public facility located within ~~the public~~ any right-of-way except as may be provided for by the relevant public agency.
2. Any sign located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device, or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
3. Any sign which by color, location, or design resembles or conflicts with traffic control signs or signals.
4. Any sign that does not comply with the visibility area regulations contained in Section 600.03.
5. Any illuminated sign or lighting device not installed or maintained in accordance with this Chapter.
6. Any sign attached to, painted on or placed on a motor vehicle, trailer, or other licensed or unlicensed vehicle located on private property and readable from any ~~public~~ right-of-way, and which serves the purpose of advertising or identifying any product, service or the like, and is used as, in lieu of, or in addition to a portable sign, trailer sign, or ground sign.
7. Any sign which utilizes changeable copy except as specifically provided by this Resolution.
8. Any sign which employs any part or element which revolves, rotates, whirls, spins, is animated, or otherwise makes use of motion to attract attention, except as specifically permitted by the Resolution for signs using automatic changeable copy,
9. Any outdoor advertising sign on a bench, trash receptacle, bus shelter, or similar structure, when visible from ~~the public~~ any right-of-way.
10. Any sign placed, inscribed, or supported upon a roof or upon any structure which extends above the roof of any building.
11. Any sign attached to a tree or painted or drawn upon rocks or other natural features.
12. Any portable sign except as may otherwise be specifically permitted by this Resolution.
13. Any revolving light, strobe light, moving or stationary beacon, string of lights, or a windblown, inflated or air-activated device including, but not limited to, a string of

pennants, string of banners, streamer, spinner, or balloon. Lights may not be attached in rows, strings, patterns, or designs that outline any portion of a building or structure, including windows. This prohibition does not apply to seasonal light displays, or lights that are an integral part of any sign permitted by this Resolution.

14. Any sign not specifically authorized by this Resolution, abandoned sign, or any sign not installed and maintained in accordance with the provisions provided herein.

615.05 Permanent Signs

Permanent signs shall be those permitted in areas clearly designated herein and subject to the regulations ~~of for~~ the zoning district and this Chapter. Permanent signs requiring a sign permit are as follows:

1. Ground Signs

All non-residential uses shall be permitted ground signs in accordance with the following regulations:

- a) Number of Signs Permitted - All lots developed with a non-residential use shall be permitted one (1) permanent on-premises ground sign. Whenever a lot developed with a non-residential use fronts upon two (2) or more ~~public~~ roads other than a limited access highway such use shall be permitted (1) additional permanent on-premises ground sign for each additional frontage.
- b) Type – Unless otherwise provided for by this Resolution, all permanent on-premises ground signs accessory to any use in a commercial zoning district or office and industrial zoning district shall be monument signs.
- c) Height – The maximum height of any permanent on-premises ground sign shall be as provided for in Table 615.08.
- d) Setback – A permanent on-premises ground sign shall be setback from front, side, and rear lot lines in accordance with the provisions of Section 615.07 and Table 615.08.
- e) Display Area – The maximum allowable display area for a permanent on-premises ground sign shall be as provided for in Table 615.08 or as may be provided for elsewhere by this Resolution.

2. Wall Signs

Wall signs shall be permitted in compliance with the following regulations:

- a) Number of Signs Permitted - Every non-residential use shall be permitted one (1) permanent on-premises wall sign. Whenever the exterior walls of a building enclosing a use front upon two (2) or more ~~public~~ roads, one (1) additional permanent on-premises ground sign shall be permitted for each additional frontage.
- b) Location – A permanent on-premises wall sign shall be located on or along the wall of a building which faces a ~~public~~-right-of-way or parking lot-area and shall not project above the eaves of a sloped roof or the parapets of a flat roof. When a building on a corner lot is permitted to have two (2) or more permanent on-premises wall signs, each sign shall be mounted on a separate building wall facing a ~~public~~-right-or-way or parking lot-area as applicable. A permanent on-premises wall sign shall only be attached to an exterior wall enclosing a space occupied by the use to which the sign is accessory.
- c) Display Area – The maximum display area of a permanent on-premises wall sign shall be one (1) square foot of display area for each linear foot of building wall measured along the wall of the building on the which the wall sign is proposed to be mounted. However, in no case may such display area exceed the maximum display area for a permanent on-premises wall sign provided for in Table 615.08 of this Resolution.
- d) Additional Regulations - Wall signs shall be installed parallel to and may not extend further than twelve (12) inches from the wall to which they are attached.

3. **Joint Identification Signs** – Where permitted within this Resolution, all joint identification signs shall comply with the requirements of the ~~underlying~~ zoning district, or the Planned

Development District standards adopted for each use.

4. **On-premises Signs for Public Uses & Quasi-public Uses** – Approved public and quasi-public uses shall be permitted on-premises signs in conformance with the regulations for the applicable zoning district. However, such uses shall be permitted to utilize changeable copy as a portion of the sign copy on such signs subject to the following regulations:
 - a) The display area used for changeable copy of such signs may not exceed seventy-five (75%) of the maximum display area of the sign.
 - b) The use of automatic changeable copy shall be limited to ground signs, and the display area used for automatic changeable copy of such ground signs may not exceed fifty percent (50%) of the maximum display area of the ground sign.

5. **Drive-thru Menu Boards** – Where drive-thru businesses or windows are permitted by this Resolution, such uses shall be permitted to install drive-thru menu boards with changeable copy, subject to the following conditions:
 - a) The drive-thru menu board shall be located on the lot to which it refers.
 - b) The sign is oriented solely for the use of patrons utilizing the drive-thru business or window.
 - c) The sign is not intended to be visible from adjacent property or right-of-way.
 - d) No more than two (2) drive thru menu boards shall be permitted per drive-thru lane.

6. **Residential Development Entry Signs** – In any residential zoning district or residential portion of a Planned Development District, residential developments shall be permitted one ground sign at each vehicular entry to the development subject to the following requirements:
 - a) Minimum size of development – For a residential development entry sign to be permitted the residential development shall contain a minimum of 10 platted lots constituting one development.
 - b) Copy – The sign shall be permitted to advertise the name of the development only and shall include no other sign copy or advertisement.
 - c) Conformance – Such signs shall conform to all of the requirements of Section 615.07 and shall be set back a minimum of 15 feet from any right-of-way.
 - d) Height and Display Area – Residential development entry signs shall not exceed a total of 32 square feet in display area as defined in Section 615.07 and shall not exceed 5 feet in height.

7. **Outdoor Advertising or Billboards** – For the purposes of this Resolution and as required by applicable law, billboards for the purposes of outdoor advertising shall be classified as a business use and shall be permitted in all non-residential districts. In addition, regulation of such signs along primary highways shall conform to the requirements of Chapter 5516 of the Ohio Revised Code, any regulations adopted pursuant thereto, and be subject to the requirements of Section 615.07 and following regulations:
 - a) No billboard shall exceed three hundred (300) square feet of advertising display area per side-face nor have more than two (2) sidesfaces.

- b) No billboard shall exceed fifteen (15) feet in height ~~above the average grade~~ nor have a length in excess of four times the height of the sign face.
- c) The billboard use shall comply with the general regulations set forth in other provisions of this Resolution for signs and other uses, as applicable.
- d) All billboards shall be located in compliance with all local, state and federal regulations controlling the same. Billboards shall be licensed or permitted as may be required by any other public agency.
- e) ~~All billboards shall be located behind the building setback lines~~ No billboard shall be located within the required front, side, or rear yard setback for the principal building established for the by the regulations for the zoning district in which the sign is located and shall be at least one thousand (1,000) feet from any dwelling, church, school, or similar use.
- f) No billboard or outdoor advertising sign shall be located nearer than twenty-five (25) feet to any side lot line.
- g) Spacing Requirements – Each billboard site location shall be separated from every other billboard site location in accordance with the following:
 - (i) Spacing requirements shall be measured along the curb line of the street that the billboard is oriented to and the measurement shall apply to both sides of the street.
 - (ii) Spacing requirements shall be measured from existing billboards regardless of the political jurisdiction within which any other billboard may be located.
 - (iii) Measurement of the spacing between billboard locations shall begin at a point nearest to the proposed billboard site location from an existing billboard site location and extending to a point nearest to the existing billboard site location from the proposed billboard site location.
 - (iv) No new billboard sign be located closer than 1250 feet from any existing or approved billboard.

8. Off-Premises Signs other than Billboards – No off-premises sign other than a billboard shall be installed or modified unless or until a conditional use permit is issued by the Board of Zoning Appeals for such sign. In addition to the requirements and standards for all conditional use permits provided for in Chapter 240, no conditional use permit for such sign shall be issued by the Board unless or until the Board determines that the sign:

- a) Is necessary to proper wayfinding to a particular premises from public highways;
- b) Will not increase the number of permitted signs on any lot as provided for by this Chapter of by the applicable regulations ~~of for~~ the zoning district; and
- c) Will otherwise comply with the setback, height, and display area regulations for on-premises signs in the zoning district and the applicable regulations of this Chapter. (Amd. 10-20-2020, 12-6-2022)

615.07 General Requirements for All Signs

1. **Sign Height** – The height of a sign shall be measured as the distance from the average grade surrounding the sign to the top of the highest attached component of the sign. The height of a sign may not be artificially increased beyond the permitted height by placement of the sign on an earthen mound. Where no other maximum height is provided by this Resolution for a ground sign requiring a permit, the maximum height shall be six (6) feet.
2. **Sign Setbacks** – The setback of all signs from the ~~public~~-right-of-way shall be as provided for in this Chapter or elsewhere by this Resolution. Where no other regulation is provided herein, signs requiring a permit shall be setback from side and rear lot lines in conformance with side and rear yard setbacks of the principal building. Where no other minimum setback from a ~~public~~-right-of-way is provided by this Resolution for a ground sign requiring a permit, the minimum setback shall be ten (10) feet.

620.06 Screening and Buffering of Loading, Delivery, and Service Areas

All loading, delivery, and service areas for any use in a shall be screened from view in accordance with the following standards:

1. Screening and Buffering from Non-Residential Uses
 - a. In any commercial zoning district, service and delivery areas, overhead doors, and loading docks shall be screened from view of adjacent non-residential uses by a combination of a 2' mound and a continuous planting of evergreen trees similar to Buffer Type 'C' in Appendix 1. Evergreen trees shall be a minimum of 6 feet tall at time of planting and shall be planted in such a way as to provide a minimum of 75 percent opacity screen between the service areas and/or loading docks and the adjacent use at the time of planting. Walls and fences may be used for the purposes of screening service areas ~~and/or~~ loading docks similar to Buffer Type 'A' in Appendix 1 and shall meet the requirements of Chapter 625.
 - b. In all other non-residential zoning districts, service and delivery areas, overhead doors, and loading docks, if required, shall be buffered from adjacent non-residential uses by a combination of a 2' mound and the installation of evergreen trees ~~and/or~~ shrubbery of a type and variety normally achieving a minimum of 5 feet in height. Evergreen trees ~~and/or~~ shrubbery shall be planted in such a way as to provide a minimum of a 75 percent opacity screen between the service area ~~and/or~~ loading dock and the adjacent use similar to Buffer Type 'F' in Appendix 1. Walls and fences may be used for the purposes of buffering service areas ~~and/or~~ loading docks provided that such walls and fences meet the requirements of Chapter 625.
2. Screening and Buffering from Adjacent Residential Uses, US Highway 33, US Highway 42 and Industrial Parkway
 - a. In any commercial district, all sides of any service areas ~~and/or~~ loading docks that are visible to adjacent residential uses, US Highway 33, US Highway 42 or Industrial Parkway shall be entirely screened from view through the use of the following:
 - i. A combination of a 3' high mound and completely opaque walls or fences, in accordance with Chapter 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 10 feet in height similar to Buffer Type 'A' in Appendix 1.
 - ii. Loading docks may be screened from view by an extension of building walls provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.
 - iii. A combination of a minimum 3' high mound and a continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting. Evergreen trees shall be planted on top of the mound and staggered or spaced to achieve one-hundred percent (100%) opacity screening of the area within 5 years of planting similar to Buffer Type 'B' in Appendix 1.
 - b. In all other non-residential zoning districts, all sides of any service areas ~~and/or~~ loading docks that are visible to adjacent residential uses or lots, Industrial

Parkway, US Highway 42, and US Highway 33 shall be entirely screened from view through the use of one of the following:

- i. A combination of a 2' mound and completely opaque walls or fences, in accordance with Chapter 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 12 feet in height similar to Buffer Type 'A' in Appendix 1.
- ii. Loading docks may be screened from view by an extension of a building wall provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.
- iii. A combination of a 3' mound and evergreen shrubbery to obtain 100 percent screening of the area, to a minimum of 6 feet in height similar to Buffer Type 'E' in Appendix 1.
- iv. A continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting, and staggered or spaced to achieve one-hundred percent (100%) opacity screening of the area similar to Buffer Type 'B' in Appendix 1.

3. Screening and Buffering of Non-residential Uses in Residential Districts

- a. For any use in a residential district other than a single-family dwelling or two-family dwelling, all of sides any service areas **and/or** loading docks that are visible from any **public**-right-of-way or from any adjacent **or abutting parcel lot** shall be screened with any combination of continuous wall, fence, mound or landscaping to a height of at least six (6) feet, and an opacity of no less than 75%.

620.07 Screening and Buffering of Residential Districts and Uses

The following screening and buffering regulations shall apply to uses other than single-family dwellings and two-family dwellings:

1. Wherever any use in a non-residential district **abuts-adjoining** any single-family dwelling or two-family dwelling, a landscape buffer, for the purpose of buffering the side or rear of such use or building from view of the residential use, shall be required in accordance with the following requirements:
 - a) There shall be installed, for the length of such **abutting-adjoining** lot line, a landscape buffer consisting of a combination of a minimum 3' high mound and a continuous planting of a combination of evergreen trees and deciduous shade trees. Evergreen trees shall be a minimum of 6' in height at the time of planting and shall be staggered or spaced to achieve a minimum opacity of 75% similar to Buffer Type 'C' in Appendix 1. Deciduous shade trees shall be planted at not less than 40' on center for the entire length of the landscape buffer.
2. Wherever a parking or circulation area for any use in a non-residential zoning district abuts the side or rear lot line of any residential zoning district or any parcel zoned AG District, it shall be buffered from said adjacent residential zoning district through the use of either landscaping, or a 6' privacy fence, or any combination thereof. Said landscape buffer shall consist of a minimum of 6' height evergreen trees planted at 15' on center-and shall screen the parking area at no less than one-hundred percent (100%) opacity.

625.02 Fence Height and Location Regulations

Fences and walls shall be permitted subject to the following location and height regulations:

1. A fence or wall shall be permitted ~~on any part of a lot located behind the front wall of the principal building on any part of a lot behind the front yard setback line established for the principal building.~~ The maximum height for such fences shall be six (6) feet for fences accessory to single and two-family dwellings, and eight (8) feet for all other uses unless otherwise provided for by this Chapter or Resolution. ~~Whenever there is no principal building, a fence of this type shall be located no closer to the right-of-way of a road than the front yard setback provided for in the zoning district.~~
2. A fence may be permitted ~~between the front wall of a principal building and the right-of-way in front of the front yard setback line established for the principal building~~ subject to the following regulations:
 - a) The fence shall be no taller than five (5) feet.
 - b) No part of said fence shall exceed ~~twenty-five~~ fifty percent (~~25~~50%) opacity.
3. Fences for security purposes in any non-residential zoning district may be installed to a maximum height of ten (10) feet provided that the fence is either decorative in style or materials, or fully screened from any ~~public~~ right-of-way and any surrounding lots by landscaping that meets or exceeds the height of the fence within five (5) years of planting with an opacity of 100%, and is located no closer to ~~the any~~ right-of-way ~~of a road~~ than the front yard setback of the zoning district.

625.03 Fence Material Regulations

The following types of fencing materials shall not be permitted in any zoning district:

1. Walls, fences or other landscaping equipped with, or having barbed wire, spikes, sharp points, or any similar device shall be prohibited with the exception of fences installed for the purposes of security within the Commerce District that are completely screened from view as required by Section 445.05(5).
2. Fencing or walls designed to emit an electric charge sufficient to cause a shock more severe than that typically found in standard livestock fencing shall be prohibited.
3. The use of chicken wire, poultry wire, or hex netting fence consisting of a plain, galvanized or PVC coated material shall be prohibited.
 - a) Exception: Vinyl coated metal mesh (square or rectangle mesh) may be used as an attachment to the interior of fencing and shall be brown or black in color.
 - b) Exception: Nothing in this Resolution shall be construed to prevent the use of such material for gardening purposes on any residential lot provided it is located ~~no closer to the right-of-way of any road than the front wall of the principal building in the side or rear yard.~~
4. Chain link fences shall not be permitted except for the following instances:
 - a) Chain link fences may be used when accessory to outdoor athletic facilities such as tennis courts, basketball courts, baseball or softball diamonds, or swimming pools.
 - b) In any non-residential zoning district, chain link fence may be used for security purposes subject to the follow regulations:
 - (i) The chain link fence shall be coated black or brown.
 - (ii) The chain link fence shall not be ~~located behind the front wall of the principal building located in the front yard.~~ Whenever there is no principal building, a fence

of this type shall be located no closer to the right-of-way of a road than the front yard setback provided for in the regulations for the zoning district.

(iii) The chain link fence shall be located inside of the required screening, if any. Whenever there is no required screening, said chain link fence shall be fully screened from any ~~public~~ right-of-way and any surrounding lots by landscaping that meets or exceeds the height of the fence within five (5) years of planting with an opacity of 100%.

c) In the Rural Residential District and Low Density Residential District, chain link fence may be used as a fence material provided such fencing is ~~located no closer to the right-of-way of a road than the front wall of the principal building~~located in the side or rear yard only. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

630.001 Exterior Lighting Generally

The purpose of this Chapter is to regulate outdoor lighting in order to reduce or prevent light pollution and to minimize lighting impacts on surrounding ~~properties~~lots. This means to the extent reasonably possible the reduction or prevention of glare and light trespass, and promotion of the public safety and security. ~~The regulations of this Section shall apply to all lighting that illuminates the exterior of a building, structure, open space, parking and loading areas, or other features of a lot, with the exception of temporary lighting for the purposes of illuminating construction sites. Such temporary lighting shall be subject to a temporary use permit. Nothing in this Chapter shall be applicable to any lighting required in accordance with regulations enforced by a public agency.~~ (Amd. 10-20-2020)

630.01 Applicable Zoning Districts

~~Exterior lighting requirements~~The regulations of this Chapter all shall apply to exterior lighting that illuminates the exterior of any building, structure, open space, parking or loading area, or other portions of any use other than a single-family and two-family dwellings all office, commercial, and industrial zoning districts, and any commercial, industrial, or multi-family component of a Planned Development District. Lighting plans shall be submitted for approval with all applications for a zoning certificate. (Amd. 10-20-2020)

630.02 Submittal Required Plans Required

When required by this Chapter, An an exterior lighting plan demonstrating compliance with the lighting standards and requirements contained herein shall be submitted and approved by the Zoning Inspector prior to the issuance of a zoning certificate included in an application for a zoning certificate as required by Chapter 220. ~~The An~~ exterior lighting plan shall contain, an a minimum, the following information:

1. Scaled site plans with property boundaries shown, building plans, and all building locations, building entrances, and building elevations. The plan should include layouts of the parking lot(s), driveway(s), pedestrian pathway(s), adjacent right-of-way(s), a north arrow, an address or legal description.
2. Cut-sheet(s) (profiles or specifications) for all proposed exterior light fixtures and poles.
3. Scaled ISO foot-candle plots and/or point-by-point foot-candles layouts defining compliance.
4. ~~All changes during the construction process made after issuance of a zoning certificate shall be reviewed and approved prior to installation and final acceptance. Such other~~ information as may be required to enforce the provisions of this Chapter.
5. ~~All developments with 10 or more parking spaces are required to provide exterior lighting for all exterior doorways, pedestrian pathways and vehicular use areas.~~
6. ~~All developments with less than 10 parking spaces may provide exterior lighting at all exterior doorways.~~
- 7.5. ~~The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site.~~ (Amd. 10-20-2020)

630.03 Exterior Lighting Standards and Requirements

The following standards ~~shall apply to all exterior illumination of exterior grounds and surfaces of a site~~and requirements shall apply to exterior lighting regulated by this Chapter:

1. Adverse impact in the form of light pollution resulting in a public nuisance shall be prohibited. Light pollution is defined as any measurable, artificial illumination that strays beyond a site boundary both horizontally and vertically.
2. No outdoor lighting shall be of such an intensity or color distortion as to cause glare or to impair the vision of drivers or pedestrians.
3. Lighting uniformity shall not exceed a 10:1 maximum to minimum light level and a 4:1 average to minimum light level.
4. The overall height of pole-mounted luminaries shall be measured from finished grade to top of fixture unless otherwise limited and shall not exceed the maximum height as required by the individual zoning district or the requirements of the Planned Development District. Where there exists no height regulation applicable only to such fixtures, no freestanding light fixture may exceed the maximum height for buildings and structures provided for in the zoning district.
- ~~5. Lighting mounted on a building or structure shall not exceed the height of the building or structure.~~
- ~~6. No blinking, flashing, fluttering lights, search lights or other illuminated device that has a changing light intensity, brightness or color is permitted in any zoning district, except for temporary holiday displays.~~
- ~~7. All outdoor recreational / sport facility lighting will be reviewed for compliance with regard to the intent of these regulations to minimize the impact of light trespass and glare on all adjacent lots and public rights-of-way.~~
- ~~8. All exterior lighting used to light vehicular use areas and pedestrian pathways shall be a "Total Cut-Off Type", as defined by the latest Illuminating Engineering Society of North America's IESNA standard. All other exterior lighting including, but not limited to, doorways, architectural, accent, landscape signage, decorative, security, floodlighting or area lighting shall be "Total Cut-Off Type." No portion of the lamp, reflector, lens or refracting system may extend beyond the housing or shield so as to create or allow glare to be visible from offsite, with the following exceptions:
Lighting required by the applicable building or fire regulations for emergency egress when operating in emergency conditions from any adjacent lot.
a) ~~Light sources which DO NOT exceed 2300 initial lumens or 4000 main beam candlepower. Roughly equal to the lighting output of one 100-watt incandescent light bulb.~~~~
- 9.5. Light originating on a site shall not be permitted to exceed the following values when measured at grade 10 feet beyond the the lot line for adjoining the following ~~adjacent~~ land uses:

Table 630.03 Maximum Light Trespass on Adjacent Lots

Land Use	Maximum Light Trespass on Adjacent Property
Residential	0.3 foot-candle
Multi-family	0.5 foot-candle
Office / Commercial	1.0 foot-candle
Industrial / Warehouse	1.5 foot-candle
<u>Outdoor Sports Facility</u>	<u>See ** note above</u>

~~All other luminance not addressed shall not exceed IESNA recommendations as published in their Lighting Handbook, Lighting for Exterior Environments, Recommended Practice for Lighting Merchandising Areas, or other applicable IES publications, as these publications are amended~~

640.04 Temporary Use/Activities Not Requiring a Temporary Use Permit

The following temporary uses, events or sales are deemed to be permitted temporary uses, events or sales not requiring a temporary use permit provided they are conducted in conformance with the standards of this Section:

- 1. Garage, Porch, Yard, or Similar Sales** – Garage, porch, yard, or similar sales shall be limited to not more than 2 consecutive days and only 4 such sales may be conducted during any 1 calendar year. The term "Garage, Porch, Yard, or Similar Sales" shall be defined as a sale of personal property to the general public conducted inside or outside a dwelling unit on any lot within a residential zoning district. A garage, porch, yard or similar sale does not include the casual sale of motor vehicles, boats, trailers, motorcycles, recreational vehicles, and other similar types of vehicles, which shall be regulated in accordance with the provisions of Section 640.03(3). In addition, the following regulations shall apply to garage, porch, yard, or similar sales:
 - a) Such sales shall not be conducted on consecutive weekends nor exceed three (3) consecutive days in length.
 - b) No sale of this type shall commence before the hour of 8:00 a.m. nor extend later than 8:00 p.m.
 - c) Personal property offered for sale shall not be displayed closer than 20 feet ~~of a public roadway or within the public~~ any right-of-way.
 - d) Signs for sales shall adhere to Chapter 615 of this Zoning Resolution.
 - e) No sale of this type conducted within a dwelling unit shall occupy more than 200 square feet of floor area of such dwelling unit.
 - f) No person shall sell or offer for sale at such sales any merchandise that has been purchased, consigned or otherwise acquired for purposes of resale. No person shall sell or offer for sale at such home sale any personal property except such property that has been owned, maintained and used for personal household use by such person or members of his family on or in connection with the premises on which such sale is held. Nothing in this provision is intended to prohibit a shared or community garage sale.

- 2. Foreclosure or Estate Sales** – Foreclosure or estate sales involving the complete liquidation of all personal property located within the entire dwelling unit shall be limited to not more than 2 consecutive days and only 1 such sale may be conducted by the owner or occupant of such dwelling unit.

- 3. Casual Sales of Motorcycles and Motor Vehicles, including Boats, but not including Trailers, Recreational Vehicle and Other Similar Vehicles** – A casual sale of a motor vehicle, motorcycle or boat may be conducted on any parcel in a residential zoning district provided the following criteria are met:
 - a) No person shall sell or offer for sale any such vehicle that has been purchased, consigned or otherwise acquired for purposes of resale. The offering of a new vehicle for sale shall be prima facie evidence that such vehicle was acquired for purposes of resale.
 - b) No person shall sell or offer to sell any such vehicles, except such vehicles as have been owned, maintained and used for personal household use by such person or members of his/her family on or in connection with the premises on which the vehicle is being sold.
 - c) No more than 3 such vehicles may be sold or offered for sale in any 1 calendar year.

- d) No more than 1 such vehicle shall be displayed for sale on or from any lot at any time. Such displayed vehicle shall be located upon an approved driveway or parking area and be parked no nearer to the right-of-way than 15 feet.

4. Mobile Food Units – Mobile food units shall be permitted as an accessory use to any use other than a single-family dwelling or two-family dwelling in accordance with the following regulations:

- a) The mobile food unit shall comply with all other applicable regulations, including the regulations enforced by the Union County Health Department, the applicable fire regulations, and any applicable regulations for transient vendors.
- b) The mobile food unit shall be located on an approved paved surface.
- c) If the mobile food unit is accessory to another temporary use/activity, the regulations applicable to that temporary use/activity shall also apply.

640.07 Portable Storage Unit Regulations

Portable storage units shall be subject to the following requirements:

1. A portable storage unit placed on any residential lot in any district shall not exceed 170 square feet in size (~~total floor area~~) and 8 feet in height.
2. Portable storage units used for the purpose of storing tools, materials and equipment for ~~commercial and industrial lots~~ non-residential uses during under construction may exceed 170 square feet. Such storage units may only be permitted on ~~property currently under a lot during~~ construction and shall be removed immediately upon substantial completion of the construction work. ~~On properties where construction work has halted for a period greater than 4 consecutive weeks all storage units and storage trailers shall be removed.~~
3. Not more than one (1) portable storage unit shall be permitted on any lot at any time, except when the unit is associated with an approved non-residential use during construction. ~~with the exception of commercial or industrial lots currently under construction.~~
4. No portable storage unit shall be located ~~in a public~~ right-of-way.
5. Portable storage units shall be located no closer to any lot line than ten (10) feet, or the required minimum side or rear yard setback for accessory buildings in the district in which the unit is located, whichever is greater.
6. Portable storage units, except those used for the storage of tools, materials and equipment ~~on commercial or industrial properties under construction~~ for non-residential uses during construction, shall only be used for the storage of personal property and for no other purpose whatsoever.
7. The placement of portable storage units shall be in such manner as not to create a public nuisance.

645.02 Uses, Structures, and Buildings Accessory to Single-family Dwellings and Two-family Dwellings

Except as otherwise provided by this Resolution, uses, structures, and buildings accessory to single-family dwellings and two-family dwellings shall be subject to the following regulations:

1. Accessory buildings, detached unenclosed roofed structures, detached decks and other accessory structures requiring a building permit shall not be located within any front yard ~~setback as provided for in the zoning district, and shall not be located closer to the right-of-way of any road than the principal building.~~
 - a) Exception: On any lot in the Agricultural District or Rural Residential District which has a lot area of two (2) acres or more, accessory buildings, detached unenclosed roofed structures, and accessory structures requiring a building permit may be located ~~closer to the right-of-way of a road than the principal building~~ in a front yard but shall be subject to the applicable front yard setback.
2. Accessory buildings, detached unenclosed roofed structures, detached decks, and other accessory structures requiring a building permit shall not be located closer to any side or rear lot line than provided for in Table 645.02.
 - a) Exception: Whenever an accessory building or structure is located based on the provisions of Subsection (1)(a) of this Section, the side yard setback for the principal building shall apply if greater than the setback from a side lot line provided for in Table 645.02.
3. Accessory buildings and detached unenclosed roofed structures shall be located no closer than ten (10) feet to the principal building and no closer than five (5) feet to any other accessory building.
4. The maximum floor area, maximum height, and setbacks from lot lines for accessory buildings and detached unenclosed roofed structures shall be as provided for in Table 645.02.
(Amd. 12-17-2018, 10-20-2020, 6-15-2021)

Table 645.02 Accessory to Single-family Dwellings and Two-family Dwellings

Lot Area	Total Maximum Permitted Floor Area of Accessory Building(s)	Maximum Height	Setback from Side Lot Line	Setback from Rear Lot Line
Less than .50 acre	484 square feet	15 feet	10 feet	10 feet
Equal to or greater than .50 acre but less than one (1) acre	720 square feet	15 feet	10 feet	10 feet

Equal to or greater than one (1) acre but less than two (2) acres	1200 square feet	20 feet or the height of the principal structure, whichever is less.	10 feet	15 feet
Equal to or greater than two (2) acres but less than three (3) acres	2000 square feet	20 feet or the height of the principal structure, whichever is less.	Per the zoning district regs.	Per the zoning district regs.
Equal to or greater than three (3) acres but less than four (4) acres	2560 square feet	Per the zoning district regs. or the height of the principal structure, whichever is less.	Per the zoning district regs.	Per the zoning district regs.
Equal to or greater than four (4) acres but less than five (5) acres	3000 square feet	Per the zoning district regs.	Per the zoning district regs.	Per the zoning district regs.
Five (5) or more acres	4000 square feet	Per the zoning district regs.	Per the zoning district regs.	Per the zoning district regs.

(Amd. 12-17-2018, 6-15-2021, 6-15-2021)

645.03 Swimming Pools as Accessory Uses or Structures

When not otherwise permitted as a primary use, swimming pools shall be permitted as accessory uses in accordance with the following regulations:

1. **Private Residential Swimming Pools** – In all zoning districts where single-family and two-family dwellings are permitted uses, the following regulations for accessory swimming pools shall apply:
 - a) The swimming pool is intended and is to be used solely for the enjoyment of the occupants of the dwelling unit of the lot on which it is located.
 - b) A private residential swimming pool permitted under this Section shall not be located within any front yard ~~setback as provided for in the zoning district and shall not be~~

~~located closer to the right-of-way of any road than the front wall of the principal building.~~ A private residential swimming pool shall be located no closer to a rear lot line than ten (10) feet and no closer to any side lot line than the side yard setback of the zoning district or ten (10) feet, whichever is less. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

645.05 Accessory Dwelling Units

Where specified within residential zoning districts, accessory dwelling units may be permitted as a conditional use ~~in association with accessory to~~ a principal single or two-family dwelling provided that the following standards are met:

1. The property owner shall live on-site, and the accessory dwelling unit shall be subservient to the principal ~~use of the property as a dwelling~~ dwelling use on the lot.
2. ~~Size of accessory dwelling unit or handicapped accessible suite: 600 square feet of floor area minimum, 816 square feet of floor area maximum.~~ The maximum floor area shall be 900 square feet.
3. ~~Shall maintain a single family residential appearance that blends with the principal structure and the neighborhood. An~~ In addition to the requirements provided for by Chapter 240, any application for a conditional use permit for an accessory dwelling unit shall include architectural rendering elevations and a floor plan shall be provided to and approved by the Board of Zoning Appeals in conjunction with review of a conditional use permit. The Board of Zoning Appeals shall review and approve such plans in accordance with the standards provided for in Section 240.04.
4. ~~The applicant shall provide evidence that the lot is either served by central water and sewers or that the area of the proposed lot is adequate for on-site water and sewer systems that serve both the principal dwelling and the proposed accessory dwelling unit. Central water and sewer shall be provided, or the lot shall be adequately sized for, and systems approved for water supply and wastewater disposal to serve both the principal residence and the accessory dwelling unit.~~
5. Off-street parking shall be provided for both the principal dwelling and the proposed accessory dwelling unit.
6. If the accessory dwelling unit is proposed to be above or within an approved accessory building, the maximum height of the accessory building shall conform to the maximum height for accessory buildings provided for in Table 645.02. All structures shall meet the standards of the applicable building regulations.

650.03 Development Standards

Wind energy systems shall be evaluated for compliance to the following standards:

1. **Fall Zone** – Tower mounted wind energy systems shall provide a safe fall zone in accordance with the following:
 - a) A tower mounted wind energy system shall have a fall zone at least 110% of the total height from:
 - (i) Any ~~public road~~ right-of-way, unless written permission is granted by the ~~governmental entity~~ public agency with jurisdiction over the road.
 - (ii) Any future ~~road~~ right-of-way pursuant to the Union County Thoroughfare Plan or thoroughfare plan of adjacent jurisdictions, where appropriate.
 - (iii) All overhead utility lines.
 - (iv) All ~~property lot~~ lines, unless the affected land owner provides written permission through a recorded easement allowing the wind energy system's fall zone to overlap with the ~~abutting adjoining~~ property.
 - (v) Any principal structure.
 - b) Guy wires used to support the tower of a tower mounted wind energy system are exempt from the wind energy system fall zone requirements.
2. **Tower** – The tower of a tower-mounted wind energy system shall not exceed a height necessary to comply with the required fall zone, or a maximum height of 100 feet, whichever is less. The applicant shall provide evidence that the proposed tower height of a tower mounted wind energy system does not exceed the height recommended by the manufacturer of the wind energy system.
3. **Sound Level** – Operation of wind energy systems shall not exceed 55 decibels, except during short-term events such as severe wind storms and utility outages. This information shall be obtained from the manufacturer of the wind energy system, and all readings, if necessary, shall be taken from the nearest ~~neighboring property~~ adjoining lot line.
4. **Shadow Flicker** – Wind energy systems shall be sited in a manner that does not result in shadow flicker impacts. The applicant has the burden of proving that their wind energy system does not have an impact on ~~neighboring or~~ adjacent uses either through siting or mitigation.
5. **Signs** – All signs, both temporary and permanent, are prohibited on wind energy systems, except as follows:
 - a) Manufacturer's or installer's identification on the wind energy system.
 - b) Appropriate warning signs and placards.
6. **Code Compliance with Other Regulations** – Wind energy systems shall comply with all ~~applicable Sections of the Ohio Building Code~~ provisions of the applicable building regulations.
7. **Aviation** – Wind energy systems shall be built to comply with all applicable Federal Aviation Administration regulations. Evidence of compliance or non-applicability shall be submitted with the ~~conditional use permit~~ application for a conditional use permit.
8. **Visual Impacts** – It is inherent that wind energy systems may pose some visual impacts due to the total height needed to access the wind resources. The purpose of this ~~Section~~ Subsection is to reduce the visual impacts, without restricting the owner's access to wind resources, in accordance with the following.
 - a) The applicant shall demonstrate through project site planning and proposed mitigation that a wind energy system's visual impacts will be minimized for surrounding neighbors and the community. This may include, but not be limited to information regarding site selection, wind energy system design or appearance, buffering, and screening of ground mounted electrical and control equipment.
 - b) The color of wind energy systems shall be painted with a non-reflective, unobtrusive color that blends in with the surrounding environment.

- c) Wind energy systems shall not be artificially lit unless such lighting is required by the Federal Aviation Administration. If lighting is required, the applicant shall provide a copy of the Federal Aviation Administration determination to establish the required markings and/or lights for the wind energy system.
- 9. Utility Connection** – Wind energy systems proposed to be connected to the power grid through net metering shall adhere to Ohio Revised Code Section 4928.67 or any future corresponding statutory provision.
- 10. Access:**
- a) All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
 - b) ~~The tower of a tower-mounted~~Whenever a wind energy system is mounted upon a tower, said tower shall be designed and installed so as not to provide step bolts or a ladder readily accessible to the public for a minimum height of 10 feet above the ground.
- 11. Clearing** – Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of wind energy systems and as otherwise prescribed by applicable laws and regulations.
- 12. Wiring and ~~electrical~~Electrical apparatuses-Equipment** – All wires and electrical ~~apparatuses-equipment~~ associated with the operation of a tower-mounted wind energy system, except guy wires, shall be located underground.
- 13. Maintenance:**
- a) All wind energy systems shall be maintained in good working order.
 - b) Any physical modification to the wind energy system that alters the mechanical load, mechanical load path, or major electrical components shall require reapplication for conditional use under this Section. Like kind replacements shall not require re-application.
- 14. Multiple Wind Energy Systems** – Multiple wind energy systems are allowed on a single lot so long as the owner/operator complies with all regulations set forth in this Chapter.
- 15. Historic Sites**
- a) No wind energy system shall be located within 1,000 feet of any registered historic site or historic district.
 - b) Written proof of compliance with this requirement shall be provided by the Ohio Historic Preservation Office and be submitted with the conditional use application.
- 16. Controls and Brakes** – All wind energy systems shall be equipped with a redundant braking system which shall include:
- a) Aerodynamic over-speed controls which include variable pitch, tip and other similar systems and;
 - b) Mechanical brakes which shall be operated in fail-safe mode.
 - c) Stall regulation shall not be considered a sufficient braking system for over-speed protection.

655.03 Local Zoning Authority

If objections are timely filed for a proposed telecommunications tower in ~~a residential zoning district~~ an area zoned for residential use then the telecommunications tower may only be permitted as a conditional use by the Board of Zoning Appeals, provided all of the following conditions of this Section are met:

1. **Conditional Use Application for Conditional Use Permit** – Consistent with the procedures set forth in Chapter 240 of this Resolution, an application for a conditional use permit shall be filed with the Board of Zoning Appeals. ~~The~~ In addition to the requirements for such applications provided for in Section 240.01, an application for a conditional use permit to allow a telecommunications tower under this Section shall also include:
 - a) A ~~locator~~ vicinity map which shall contain the following:
 - (i) The location of all the applicant's existing facilities within a radius of one (1) mile of the proposed location of the telecommunications tower.
 - (ii) The general location of planned future facilities within a radius of one (1) mile of the proposed location of the telecommunications tower.
 - (iii) For each location of the applicant's existing facilities within a radius of one (1) mile of the proposed location of the telecommunications tower, there shall be listed:
 - a The type and size of tower at each location;
 - b The type of equipment located or proposed on each tower;
 - c The space available on the tower for additional equipment; and
 - d A site plan showing the parcel on which any existing or proposed tower, antenna or equipment is located.
 - b) A scaled and dimensioned site plan for the facility that is being proposed, containing the following:
 - (i) The location, type and size of existing and proposed towers, antennas and equipment located or to be located at the site;
 - (ii) The location of existing and proposed buildings and structures, access drives, circulation and parking areas;
 - (iii) Detailed drawings of the landscape screening plan and related design standards;
 - (iv) On-site land uses, structures and zoning district, and adjacent land uses, structures and zoning districts;
 - (v) Setbacks from ~~property~~ lot lines and dwellings within 600 feet of the proposed tower;
 - (vi) A legal description of the lot on which the tower is to be sited; and
 - (vii) Any other information necessary to assess compliance with this ~~Section~~ Chapter.
 - c) A written certification from a professional engineer stipulating:
 - (i) That the tower's design is structurally sound and in compliance with all applicable federal, state and local building codes regulations, including the applicable building regulations;
 - (ii) That the equipment placed on the tower and at the site complies with all current FCC regulations.
 - (iii) That the tower will, to the extent possible, accommodate co-location of additional wireless communication antennas for future use, with a statement as to the number of antennas capable of being accommodated and the ultimate height needed for the stated co-location capacity; or, alternatively, an explanation as to the reasons why the tower will not be constructed to accommodate co-location.
 - d) The applicant shall provide proof of notification to contiguous property owners and those property owners directly across the street as required by ORC Section 519.211, (Amd. 10-20-2020, 6-15-2021)
2. **Conditional Use Procedure by Board of Zoning Appeals on Receipt of Application** – Consistent with the procedures set forth in Sections 240.02 and 240.03 of this Resolution,

the Board of Zoning Appeals shall provide notice of, conduct a public hearing, and render a decision on the conditional use permit requested in the application filed pursuant to Section 655.03(1) of this Resolution. In addition to the standards provided for in Section 240.04 of this Resolution, the applicant shall demonstrate compliance with the provisions of this Chapter, must demonstrate that at the time of application there are no other existing towers or other structures feasible for co-location, and that no technically suitable and feasible sites are available in an area not zoned for residential use. (Amd. 6-15-2021)

~~3. General Requirements for all Telecommunications Towers in Residential Zones~~

- ~~a) The applicant or tower provider shall demonstrate that the proposed tower location in a residential area is essential to service the applicant's service area and that there are no alternative sites in commercial, industrial, or exclusively agricultural areas. If another tower or tall structure is technically suitable, the applicant shall show that a reasonable request to co-locate was made and that such request was rejected. "Tall structures" shall include smoke stacks, water towers, electric transmission towers, existing antenna support structures or other telecommunications towers, utility buildings and structures over 48 feet in height.~~
- ~~b) The owner/operator shall remove a tower within one hundred eighty (180) days after the tower's use is discontinued.~~

4.3. Development Standards for all Telecommunications Towers in Residential Districts Telecommunications Towers in Areas Zoned for Residential Use

- a) No telecommunications tower shall be permitted to be located in any platted subdivision approved under Sections 711.05, 711.09 or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road, when at least thirty-five percent (35%) of the lots within such subdivision or area are developed with at least one (1) dwelling unit.
- b) The maximum height of a tower proposed for one (1) antenna facility for use by a single telecommunications provider in a residential area shall be 100 feet. The maximum height of a tower proposed for multiple antenna facilities for shared use by multiple telecommunications providers in a residential area shall be as follows:
 - (i) Towers proposed for and designed to support the co-location of a total of two antenna facilities – 115 feet;
 - (ii) Towers proposed for and designed to support the co-location of a total of three antenna facilities – 130 feet; and
 - (iii) Towers proposed for and designed to support the co-location of four or more antenna facilities – 145 feet. The additional height shall be approved concurrent with the need to co-locate additional telecommunications antennae.
- c) Tower height shall be the distance measured from the base of the tower, at grade, to the highest point on the tower, including any antenna. Grade shall be determined as the elevation of the natural or existing topography of the ground level prior to construction of the tower.
- d) The tower base shall not be placed closer than the sum of height of the tower plus forty feet from any existing residential dwelling unit located on a lot contiguous to or directly across the street from the lot on which the tower is proposed to be constructed.

- e) A tower base shall be located no closer to any lot line than the distance equal to the height plus 25% of the proposed tower. Any stabilization structures or guys shall be located no closer to any lot line than 50 feet.
- f) The tower base shall be located no closer to ~~a street~~any right-of-way than ~~permitted in permitted in the underlying zoning district~~the front yard setback for a principal building provided for by the regulations for the zoning district.
- g) Reasonable and safe access and circulation shall be provided to the tower. The location and design of the access drive and circulation areas shall be subject to review and comment ~~by the Fire Chief (or the Chief's designee) of the fire department providing primary fire service to the Township~~in accordance with the provisions of the appropriate fire regulations.
- h) Security fencing shall be provided to prevent uncontrolled access to the tower site. The tower shall be screened by an eight (8) foot high fence or barrier. A continuous evergreen hedge, trees or similar landscape materials of a size, type, area and design deemed appropriate by the Board of Zoning Appeals shall be placed outside of and along the fence or barrier. Any solid fence or barrier shall contain no advertising, but may contain one small identification sign not to exceed three square feet in size. The storage of any equipment shall be contained inside the screened area.
- i) The tower and related screening shall, to the extent practicable, be designed to be aesthetically and architecturally compatible with the surrounding environment. The tower shall not contain, or be illuminated by artificial lights, beacons or strobes, unless otherwise required by the Federal Aviation Administrations (FAA) or the Federal Communications Commission (FCC). Any required illumination shall be fully disclosed on the site plan.
- j) Unless otherwise approved by the Board of Zoning Appeals, the tower shall be of a monopole design, ~~disguised at the top as a pine tree.~~
- k) No advertising is permitted anywhere on the tower.
- l) Where the tower is located on a ~~property lot~~ which is not owned by the tower operator, the applicant shall present documentation that the owner of the property has approved the application.
- m) The applicant shall provide a signed statement indicating that he or she agrees to allow for the potential co-location of other antenna facilities to the extent possible, until said tower has reached full antenna capacity.
- n) A telecommunications antenna may be attached to a nonresidential building or structure that is permitted in the district, provided that the tower's height does not exceed twenty (20) feet above the existing building or structure to which the tower is attached.
- o) If the applicant proposes to construct a separate equipment shelter on the site, the equipment shelter shall be shown on the site plan, be designed to be aesthetically and architecturally compatible with the surrounding environment, be located completely within the fenced area of the site, and be in compliance ~~with the accessory building regulations of the district in which it is to be located~~applicable regulations for accessory buildings provided for by this Resolution.
- p) A ~~performance bond or~~ letter of credit shall be posted in favor of the Township to assure that the project will be completed.
- q) ~~The applicant shall complete the telecommunications tower or structure within one year of construction commencement.~~The applicant shall notify the Zoning Inspector within thirty (30) days of ceasing operations at the site and shall remove all structures within one hundred and twenty (120) days of ceasing operations at the site;

5.4. Towers on Township Property – With the prior consent of the Board of Township Trustees obtained through resolution, a telecommunications carrier may site a telecommunications tower on township-owned property not zoned for residential use pursuant to Section 655.01. Additionally, with the prior consent of the Board of Township Trustees obtained through resolution, a telecommunications carrier may site a telecommunications tower on Township-owned property zoned for residential use, but only after obtaining a conditional use permit pursuant to Sections 655.03(1&2) and all requirements of Section 655.03(3&4) have been fully met. (Amd. 10-20-2020)

6.5. Co-location on an Existing Tower or Concealed Inside an Existing Structure – If a telecommunications carrier desires to co-locate a telecommunications antenna on an existing telecommunications tower or concealed inside an existing structure in a ~~residential zoning district,~~an area zoned for residential use, and such a co-location will result in a substantial change in the height of the tower, a zoning certificate may be obtained provided that the ~~requirements development starndards~~ found ~~in the following provisions are met: Section 655.03(3&4).~~in Section 655.03 are met. A substantial change in height shall mean the addition of more than 40 feet to the existing tower or structure.

Chapter 657 – Solar Energy Systems

657.01 Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met. No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning certificate from the Zoning Inspector.

All accessory solar energy systems shall meet the following requirements:

1. A solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. A solar energy system shall not be used for the generation of power for the sale of energy to other users, although this provision shall not be interpreted to prohibit the sale of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Roof/Structure mounted solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. Combined height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
4. Ground/Pole mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property-lot lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of the solar energy system or at least twenty (20) feet from the nearest property line, whichever is greater.
5. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the lot lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.

5.6. ~~Accessory Solar~~ solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street ~~right rights-of-of-ways~~.

6.7. ~~Accessory Solar~~ solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the ~~property lot~~ within six (6) months from the date they are no longer producing electricity, become damaged, discontinued, or broken. Any earth disturbance as a result of the removal of ~~the ground mounted an accessory~~ solar energy system shall be graded and reseeded within thirty (30) days of removal.

7.8. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:

- a. Height of the proposed solar energy system(s) at maximum tilt.
- b. Evidence of established setbacks of 1.1 times the height of any structure and "clear fall zone".
- c. Proof of notice to the electric company regarding the proposal. (Adopted 12-6-2022)

657.02 Principal Solar Energy Production Facilities

It is the purpose of this regulation to promote the safe, effective and efficient use of principal solar energy production facilities principally designed to produce greater levels of electrical energy, either for consumers with higher energy demand levels or designed primarily to produce energy to be supplied directly to the electrical grid. No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, or subsidiary use, as defined by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

All principal solar energy production facilities shall meet the following requirements:

1. The proposed solar energy project must be located on at least five (5) acres of land.
2. For purposes of determining lot coverage, the total surface area of all ground mounted and freestanding solar collectors including cells, panels, and water collector devices shall be considered impervious and shall count toward the maximum percent of a lot to be occupied. Panels mounted on the roof of any building shall be subject to the maximum height regulations as specified in the underlying zoning district.
3. To the extent feasible, all on-site utility and transmission lines, that are the responsibility of the principal solar energy production facility to maintain, shall be placed underground.
4. Roof/Structure mounted solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.

- c. Combined height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
- 5. Ground/Pole mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be erected within an established clear fall zone.
- 6. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be erected within an established clear fall zone.
 - c. The minimum setback distance from the lot lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
- ~~6-7.~~ Solar energy systems shall be designed and located in order to prevent reflective glare towards any inhabited building on adjacent properties as well as adjacent street right of ways.
- ~~7-8.~~ The proposed principal solar energy production facility must comply with any applicable airport zoning overlay and height restrictions, and the ability to comply with the FAA regulations pertaining to hazards to air navigation must be demonstrated.
- ~~8-9.~~ All mechanical equipment of solar energy systems including any structure for batteries or storage cells, shall be completely enclosed by a minimum eight (8) foot high fence with a self-locking gate, and provide screening in accordance with the zoning resolution.
- ~~9-10.~~ Setback requirements from property-lot lines and adjacent zoning districts shall be twenty (20) feet or the principal structure setback, whichever is greater.
 - a. Roof-mounted solar energy equipment are exempt from setback requirements, provided that the equipment is located within the footprint of the roof.
- ~~10-11.~~ Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.
- ~~11-12.~~ In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of the application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any structure and "clear fall zone".

- c. Proof of notice to the electric company regarding the proposal.
- d. Letters from the County Engineer, Township, and State Department of Transportation regarding the status of any Road User Maintenance Agreement.
(Adopted 12-6-2022)

662.01 Supplemental Regulations for Specific Uses

The following supplemental regulations shall apply to specific uses as provided for herein. Any standards provided by this Chapter shall be in addition to the general standards provided by this Article or elsewhere by this Resolution. Nothing in this Chapter shall be interpreted as allowing any use except where specifically listed as a permitted or conditional use in the regulations for the zoning district.

1. Veterinary Hospital and Clinic, Kennel/Animal Boarding

When provided for as a permitted ~~and or~~ conditional use by the regulations ~~of for~~ a zoning district, a veterinary hospital and clinic or kennel/animal boarding use shall comply with the following standards:

- a) Parking – Parking spaces for these uses shall be provided in this subsection. All parking areas shall comply with the provisions of Chapter 610, except that whenever such uses are located within the AG District or RU District, the regulations contained in Section 610.03(5) – 610.03(7), inclusive, shall not apply.
 - (i) Veterinary Hospital and Clinic – 5 parking spaces per each veterinarian at the facility.
 - (ii) Kennel/Animal Boarding – 1 parking space per each 400 square feet of floor area of principal boarding building or structure.
- b) Outdoor Containment Areas – All outdoor boarding areas associated with such uses shall be located to the rear of the principal structure and shall be screened from view on all sides by a continuous fence and evergreen planting meeting the requirements of Chapter 625. Outdoor boarding areas shall be setback a minimum of 500 feet from the nearest residential dwelling. All animals being held or observed outdoors shall be fully contained by a fence designed specifically for keeping such animals secure and preventing animals from wandering onto adjacent lots or the public right of way.

2. Farm Supply / Feed Store / Farm Equipment Dealer

When provided for as a permitted ~~and or~~ conditional use by the regulations ~~of for~~ a zoning district, farm supply / feed store / farm equipment dealer uses shall comply with the following standards:

- a) Parking – Parking spaces for these uses shall be provided in this subsection. All parking areas shall comply with the provisions of Chapter 610, except that the minimum setback for all parking areas from any lot line shall be 50ft.
- b) The following standards apply to the outdoor sales and outdoor storage of goods or equipment:
 - (i) The outdoor display or storage of goods or equipment shall not be permitted in ~~the any front of any building or structure yard in the Agricultural District.~~
 - (ii) The outdoor storage and display areas shall meet all side and rear yard setbacks for the ~~zoning District~~district.
 - (iii) The outdoor storage and display areas shall be screened ~~in accordance with the provisions of Section 620.08 of this Resolution, from view on all sides by either fencing or a continuous evergreen buffer, similar to Buffer Type 'C', meeting the requirements of Chapter 625. Such fence shall meet all side and rear yard setback requirements for the AG District.~~
 - (iv) The outdoor storage and display areas shall not exceed 150 percent of the floor area of the principal building or structure.
- c) Loading, delivery, and service areas shall be located to the side or rear of the building and shall be screened from view from all ~~public~~ roads.

- d) Signage – Farm supply stores, feed store and equipment dealers approved in the AG District shall be permitted one sign to advertise the business. Such sign shall not exceed 15 square feet per each side or 5 feet in height and shall be set back a minimum of 15 feet from the right of way and shall comply with Chapter 615 of this Resolution.

3. Private Landing Fields for Aircraft Use

When provided for as a permitted ~~and or~~ conditional use by the regulations ~~of for~~ a zoning district, private landing field uses shall comply with the following standards:

- a) The applicant shall demonstrate that the design and location of the facility meets all applicable requirements of the Federal Aviation Administration, ~~The the~~ Ohio Department of Transportation (ODOT), Division of Aviation, and Union County.
- b) The applicant shall provide proof ~~to the township~~ that all applicable air rights have been secured for all runway paths.
- c) The location of buildings all other structures shall meet the minimum setback requirements established for the zoning district.
- d) No aircraft shall be stored on any exterior areas of the lot.
- e) The private landing field shall be used for a maximum of 2 planes or helicopters owned by the owner of the property-lot only.
- ~~f) The location of all off-street parking & loading shall be approved by the Board of Zoning Appeals.~~
- ~~g) The facility shall have water and wastewater facilities that meet the requirements of Union County and the Ohio EPA.~~
- h)f) _____ The facility shall be placed setback a minimum of 500 feet from any existing dwelling or residential district. (Adopted 12-6-2022)

4. Spectator Sports

When provided for as a permitted use, conditional use, or when deemed to be an accessory use to any use provided for by the regulations for a zoning district, the use known as NAICS #71121 Spectator Sports shall comply with the following standards:

- a) Traffic – In addition to the requirements provided for in Section 240.01 or 220.01 of this Resolution, any application for approval of a conditional use permit or zoning certificate for such use shall include a preliminary traffic study completed to the requirements of the Union County Engineer or correspondence from the County Engineer's Office or other relevant public agency that a traffic study is not required for the proposed development.
- a)b) _____ Performance Standards – In addition to the requirements provided for in Section 240.01 or 220.01 of this Resolution, any application for approval of a conditional use permit or zoning certificate for such use shall include a description of the facility that stipulates how, when, why, and by whom the facility will be used in accordance with the applicable provisions of this Resolution, including but not limited to, Chapter 670.

5. Outdoor Shooting Range

When provided for as a permitted use, conditional use, or when deemed to be an accessory use to any use provided for by the regulations for a zoning district, outdoor shooting range uses shall comply with the standards contained in this subsection. Nothing contained herein shall be applicable to the lawful use and discharge of firearms not associated with an outdoor shooting range or similar use as defined by this Resolution.

- a) Setbacks – All shooting stations and target areas shall be setback a minimum of 1,500 feet any residential use and a minimum of 300 feet from any other lot line.

b) Performance Standards – In addition to the requirements provided for in Section 240.01 or 220.01 of this Resolution, any application for approval of a conditional use permit or zoning certificate for such use shall include a description of the range that stipulates how, when, why, and by whom the facility will be used in accordance with the applicable provisions of this Resolution, including but not limited to, Chapter 670.

670.001 Objectionable, Noxious, or Dangerous Uses, Practices, or Conditions Generally

No land or building in any district shall be occupied or used in any manner which creates or contributes to the existence of conditions which are dangerous, injurious, harmful, noxious, or objectionable, or which may otherwise adversely affect adjacent or ~~abutting~~ adjoining premises, except that any use permitted by this Resolution may be undertaken or maintained if acceptable measures and safeguards to reduce any dangerous or objectionable conditions to acceptable limits, as established in this Chapter, are properly exercised. Specifically, the occupation or use of any land or building in any district shall be in violation of this Resolution if one or more of the following conditions is found to exist at any time:

1. The use or storage of flammable or explosive materials is not adequately protected by fire-fighting and fire-protection equipment or by such safety devices as are normally required for such activities;
2. Activities involving the use and storage of flammable and explosive materials are not removed from adjacent facilities or activities to a distance compatible with the potential danger involved;
3. Radioactivity or air pollution is present in violation of the regulations of the Ohio Environmental Protection Agency;
4. Hazardous wastes are present in violation of the regulations of the Ohio Environmental Protection Agency;
5. Objectional noise as determined by the Zoning Inspector due to volume, frequency or beat is present;
6. Vibration discernible by the Zoning Inspector without instruments is present on an adjacent lot;
7. Direct or reflected glare is present which is visible from any road or from any lot where manufacturing or industrial uses are not permitted.
8. Erosion caused by wind or water is carrying objectionable substances onto any adjacent lot;
9. Water pollution or contamination is present in violation of the regulations of the Ohio Environmental Protection Agency.

**JEROME TOWNSHIP
UNION COUNTY, OHIO**

Adopted April 20, 2015
(As subsequently amended, December 6, 2022)

ZONING RESOLUTION



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Chapter 100 – Title and Resolution

100.01 Title

This Resolution shall be known and may be cited and referred to as the "Zoning Resolution of Jerome Township, Union County, Ohio" hereinafter referred to as the "Resolution".

100.02 Resolution

This Resolution is enacted for the purposes set forth and pursuant to the authority contained in Chapter 519 of the Ohio Revised Code.

Chapter 105 – Reserved for Future Use

Chapter 110 – Repeal of Prior Resolutions

110.01 Repeal of Prior Resolutions

The Zoning Resolution or parts thereof previously in effect in Jerome Township, Union County, Ohio not otherwise adopted as part of this amended Zoning Resolution are hereby repealed. However, all civil legal proceedings and/or all prosecutions resulting from a violation of any Zoning Resolution or part thereof heretofore in effect, which are now pending in any of the Courts of the State of Ohio or of the United States, shall not be abated or abandoned by reason of the adoption of any amendment to this Resolution but shall be prosecuted to their finality the same as if amendments to this Resolution had not been adopted; and any and all violations of existing zoning, resolutions, prosecutions for which have not yet been instituted, may be hereafter filed and prosecuted; and nothing in this Resolution shall be so construed as to abandon, abate, or dismiss any litigation or prosecution now pending, and/or which may have heretofore been instituted or prosecuted.

Chapter 115 – Conformance

115.001 Conformance

No building, structure, or use of land shall hereafter be used, occupied, erected, constructed, re-constructed, moved, or structurally altered except in strict conformance with all the regulations established by this Resolution.

115.01 Buildings and Structures

No building or other structure shall hereafter be erected or altered:

1. To exceed the height or bulk;
2. To accommodate or house a greater number of families;
3. To occupy a greater percentage of lot area; and
4. To have narrower or smaller rear yards, front yards, side yards, or other open spaces than herein required; or in any other manner contrary to the provisions of this Resolution.

115.02 Yards and Lots

No yard or lot existing at the time of passage of this Resolution shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the effective date of this Resolution shall meet at least the minimum requirements established by this Resolution.

115.03 Exemptions

The regulations set forth in this Resolution shall affect all use of land, every building and structure, and every use of land, building, or structure except where specifically exempt by law or as may be hereafter amended by law such as public utilities and railroads, and in circumstances where the Township has no authority to regulate certain instances of agriculture as defined by Section 519.21 of the Ohio Revised Code.

Chapter 120 – Relationship to Existing Regulations

120.01 Relationship to Existing Regulations Generally

This Resolution shall not be interpreted as interfering with, repealing, or annulling any resolutions, county subdivision regulations, engineering or building standards, or permits adopted or issued except where such resolutions, county subdivision regulations, engineering or building standards, or permits are in conflict with this Resolution or amendments hereto. Where this Resolution or amendments hereto impose greater restrictions or higher requirements than are imposed or required by other resolutions, county subdivision regulations, or engineering or building standards the provisions for this Resolution or amendments hereto shall prevail. However, where such resolutions, county subdivision regulations, or engineering or building standards impose greater restrictions or higher requirements than this Resolution or amendments hereto, they shall prevail.

Chapter 125 – Reserved for Future Use

Chapter 130 – Declaration of Minimum Requirements

130.01 Declaration of Minimum Requirements

Subject to limitations specified under applicable law the regulations set forth by this Resolution shall be interpreted to be minimum regulations and shall apply to all buildings, structures, and use of land for any private individual or entity, political subdivision, or other entity within the unincorporated area of Jerome Township.

Chapter 135 – Use of Images, Diagrams and Notes

135.01 Use of Images, Diagrams and Notes

The images, diagrams, and corresponding notes within this Resolution are provided only for the purpose of explaining, illustrating, and clarifying the requirements and standards of the adopted text of this Resolution. All such images, diagrams, and corresponding notes shall be considered as separate from the adopted text of this Resolution. In the event of a conflict between the adopted text of this Resolution and of the images, diagrams, and corresponding notes, the adopted text of this Resolution shall govern. (Amd. 10-20-2020)

Chapter 140 – Severability

140.01 Severability

Should any Article, Chapter, Section, Sub-Section, or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof other than the Article, Chapter, Section, Sub-Section, or provision so declared to be unconstitutional or invalid. (Amd. 10-20-2020)

Chapter 200 – Zoning Inspector

200.001 Zoning Inspector

A Zoning Inspector designated by the Board of Township Trustees, as is prescribed by Section 519.16 of the Ohio Revised Code, shall administer and enforce this Resolution. He/she may be provided with the assistance of such other persons as the Board of Township Trustees may direct. The Zoning Inspector shall administer and enforce this Resolution, and shall perform such other duties as are specified by the Board of Township Trustees or this Resolution. (Amd. 10-20-2020)

200.01 Duties of the Zoning Inspector

For the purposes of this Resolution the Zoning Inspector shall have the following duties:

1. Administer, interpret, and enforce this Resolution, and take all necessary steps to remedy conditions found in violation by ordering in writing the discontinuance of illegal uses of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or take any other action authorized by this Resolution to ensure compliance with or to prevent violation of its provisions.
2. Collect fees as designated by the Board of Township Trustees for zoning certificates, and applications for appeals, zoning amendments, variances, conditional use permits, or other approvals.
3. Review and evaluate all applications for zoning certificates, zoning amendments, appeals, variances, and conditional use permits, or other approvals as necessary to make reports to the Zoning Commission, Board of Zoning Appeals, and Board of Township Trustees.
4. Issue zoning certificates when the provisions of the Resolution have been met with notations of special conditions involved, or refuse to issue the same in the event of non-compliance.
5. Maintain permanent and current records required by the Zoning Resolution, including but not limited to the Official Zoning Map, zoning certificates, inspections documents, and records of all variances, zoning amendments, conditional use permits, and other approvals. Such records shall be retained in accordance with the Township's records retention schedule and policies.
6. Inspect any structure, building or lands for compliance with these regulations or to document violations as they may exist.
7. Advise the Board of Township Trustees on all matters pertaining to the enforcement of and amendments to the Resolution. (Amd. 10-20-2020)

Chapter 205 – Zoning Commission

205.001 Zoning Commission Established

There is hereby established, in accordance with Chapter 519 of the Ohio Revised Code, a Township Zoning Commission consisting of 5 members appointed by the Board of Township Trustees. Members shall be appointed for a period of 5 years and terms shall be so arranged that the term of one member shall expire each year. Each member shall be a resident of the unincorporated area of the Township. Members shall serve until the member's successor is appointed and qualified. The Board of Township Trustees may appoint up to two alternate members to the Zoning Commission for terms to be determined by the Board of Township Trustees. An alternate member shall take the place of an absent regular member according to procedures prescribed by a resolution of the Board of Township Trustees. An alternate member shall meet the same appointment criteria as a regular member, and shall serve until a successor is appointed and qualified. Members of the Zoning Commission shall be subject

to removal as specified in Chapter 519 of the Ohio Revised Code. In the event a vacancy occurs on the Zoning Commission, such vacancy shall be filled by appointment of the Board of Township Trustees and shall be for the unexpired term. (Amd. 10-28-2020, 12-6-2022)

205.01 Proceedings of the Zoning Commission

The Zoning Commission shall organize annually and elect a chairperson, other officers, and a secretary as necessary. The Zoning Commission shall adopt rules in accordance with the Zoning Resolution. Meetings of the Zoning Commission shall be held at the call of the Chairperson and all meetings of the Zoning Commission shall be open to the public. For the purpose of taking action the concurring vote of 3 members of the Zoning Commission shall be required. The Commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions all of which shall be a public record and be immediately filed in the office of the Commission. (Amd. 10-28-2020, 12-6-2022)

205.02 Powers and Duties of the Zoning Commission

For the purposes of this Resolution the Zoning Commission shall have the powers and duties set forth as follows:

1. To submit a plan, including both text and maps, representing the recommendations of the Zoning Commission in implementing the power, purpose, and provisions of the zoning powers conferred by the State of Ohio upon townships.
2. To evaluate and make appropriate recommendations to the Board of Township Trustees regarding proposed amendments to the Zoning Resolution or Official Zoning Map, after conducting necessary hearings.
3. To employ or contract with such planning consultants as the Zoning Commission deems necessary, within the limit of monies appropriated by the Board of Township Trustees for such purposes.
4. To review, and take action upon detailed development plans, as provided for in Article 5.
5. To accomplish such other action(s) as are required by this Zoning Resolution or by applicable law. (Amd. 10-20-2020, 12-6-2022)

Chapter 210 – Board of Zoning Appeals

210.001 Board of Zoning Appeals Established

There is hereby established, in accordance with Chapter 519 of the Ohio Revised Code, a Township Board of Zoning Appeals consisting of 5 members appointed by the Board of Township Trustees. Members shall be appointed for a period of 5 years and terms shall be so arranged that the term of one member shall expire each year. Each member shall be a resident of the unincorporated area of the Township. Members shall serve until the member's successor is appointed and qualified. The Board of Township Trustees may appoint up to two alternate members to the Board of Zoning Appeals for terms to be determined by the Board of Township Trustees. An alternate member shall take the place of an absent regular member according to procedures prescribed by a resolution of the Board of Township Trustees and shall have the same voting power as a regular member when serving in place of an absent member. An alternate member shall meet the same appointment criteria as a regular member and shall serve until a successor is appointed and qualified. Members of the Board of Zoning Appeals shall be subject to removal as specified in Chapter 519 of the Ohio Revised Code. In the event a vacancy occurs on the Board of Zoning Appeals, such vacancy shall be filled by appointment of the Board of Township Trustees and shall be for the unexpired term. (Amd. 10-20-2020, 12-6-2022)

210.01 Proceedings of the Board of Zoning Appeals

The Board of Zoning Appeals shall organize annually and elect a chairperson, other officers, and a secretary as necessary. The Board of Zoning Appeals shall adopt rules necessary to the conduct of its affairs and in keeping with the provisions of this Resolution. Meetings shall be held at the call of the Chairperson and at such other times as the Board of Zoning Appeals may determine. The Chairperson, or, in the absence of the Chairperson, the acting chairperson, may administer oaths and compel the attendance of the witnesses. The concurring vote of 3 members of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Inspector, or to decide in favor of the applicant on any matter upon which it is required to pass under this Resolution, or to effect any variation in the application of this Resolution. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board. (Amd. 12-6-2022)

210.02 Powers and Duties of the Board of Zoning Appeals

The Board of Zoning Appeals shall have the powers and duties set forth in this Zoning Resolution, including:

1. The Board of Zoning Appeals shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the Zoning Inspector in the enforcement of this Resolution.
2. Conditional Uses – The Board of Zoning Appeals shall hear and decide only such conditional uses as the Board of Zoning Appeals is specifically authorized to pass on by the terms of this Resolution as defined in Chapter 240.
3. Variances – The Board of Zoning Appeals shall hear and decide on applications for variances to this Resolution as defined in Chapter 245. (Amd. 10-20-2020)

210.03 Hearings and Appeals

Appeals to the Board of Zoning Appeals concerning interpretation or administration of this Resolution may be initiated by any person aggrieved or by any officer of the Township affected by any decision of the Zoning Inspector in accordance with the following:

1. Initiation – Such appeal shall be taken within twenty days after the decision by filing, with the Fiscal Officer and with the Board of Zoning Appeals, a notice of appeal specifying the grounds. The Fiscal Officer shall transmit to the Board of Zoning Appeals all the papers constituting the record upon which the action appealed from was taken.
2. Notice – The Board of Zoning Appeals shall fix a reasonable time for the public hearing of the appeal, give at least ten days' notice in writing to the parties in interest, give notice of such public hearing by one publication in one or more newspapers of general circulation in the county at least ten days before the date of such hearing, and decide the appeal within a reasonable time after it is submitted. Upon the hearing, any person may appear in person or by attorney.
3. Board has powers of Zoning Inspector on Appeals – In exercising the powers in Section 519.14 of the Ohio Revised Code, inclusive, the Board of Zoning Appeals may, so long as such action is in conformity with the terms of this Resolution, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to

that end shall have the powers of the Zoning Inspector from whom the appeal is taken.
(Amd. 6-15-2021, 12-6-2022)

Chapter 215 – Duties of Zoning Inspector, Board of Zoning Appeals, Governing Body, and Courts on Matters of Appeal

215.01 Duties of Zoning Inspector, Board of Zoning Appeals, Governing Body, and Courts on Matters of Appeal

It is the intent of this Resolution that all questions of interpretation and enforcement shall be first presented to the Zoning Inspector. Such questions shall be presented to the Board of Zoning Appeals only on appeal from the decision of the Zoning Inspector, and recourse from the decisions of the Board of Zoning Appeals shall be to the courts as provided by law. It is further the intent of this Resolution that the duties of the Board of Township Trustees in connection with this Resolution shall not include hearing and deciding questions of interpretation and enforcement that may arise. Under this Resolution, the Board of Township Trustees shall have only the duties established by applicable law, including, but without limitation, considering and adopting or rejecting proposed amendments or the repeal of this Resolution, or the Official Zoning Map, and of establishing a schedule of fees and charges as stated in Chapter 250 of this Resolution. (Amd. 10-20-2020, 12-6-2022)

Chapter 220 – Zoning Certificate Required

220.001 Zoning Certificate Required

No occupied or vacant land shall hereafter be changed in its use, in whole or part, until a zoning certificate has been issued by the Zoning Inspector. No person shall locate, erect, construct, reconstruct, enlarge, or structurally alter any building, structure, or sign or change the use of buildings in whole or part without first obtaining a zoning certificate from the Zoning Inspector. No such zoning certificate shall be issued for the proposed building, structure, or land use unless the proposed building, structure or land use fully complies with the articles of this Resolution. (Amd. 10-20-2020)

220.01 Application

Application for a zoning certificate shall be made to the Zoning Inspector. The application for a zoning certificate shall be signed by the owner or applicant attesting to the truth and exactness of all information supplied on the application. At a minimum, the application shall contain the following information:

1. Name, address and telephone number of the applicant;
2. Legal description of the property;
3. Existing use;
4. Proposed use;
5. Zoning district;
6. Plans in duplicate drawn to scale, showing the actual dimensions and the shape of the lot to be built upon; the exact size and location of existing buildings on the lot, if any, and the location and dimensions of the proposed building(s) or alteration;
7. Building heights;
8. Number of off-street parking spaces and loading spaces;
9. Number of dwelling units;
10. For lots served or proposed to be served by on-site sewers or water, a copy of an approved installation permit or similar written approval from the County Health Department.

11. Such other matters as may be necessary to determine conformance with, and provide for the enforcement of this Resolution. (Amd. 10-20-2020)

220.02 Approval of Zoning Certificate

Within ten (10) days after the receipt of an application, the Zoning Inspector shall either approve or disapprove the application in conformance with the provisions of this Resolution. All zoning certificates shall, however, be conditional upon the commencement of work within twelve (12) months. One (1) copy of the plans shall be returned to the applicant by the Zoning Inspector, after the Zoning Inspector shall have marked such copy either approved or disapproved and attested to the same by his signature on the copy. One (1) copy of plans, similarly marked, shall be retained by the Zoning Inspector. The Zoning Inspector shall issue a placard attesting to the fact that the use or alteration is in conformance with the provisions of this Resolution. (Amd. 10-28-2020)

220.021 Submission to Director of Transportation

Before any zoning certificate is issued affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certificate to local officials by the Director of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Zoning Inspector shall give notice, by registered mail to the Director of Transportation, that he shall not issue a zoning certificate for one hundred twenty (120) days from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Zoning Inspector that he shall proceed to acquire the land needed, then the Zoning Inspector shall refuse to issue the zoning certificate. If the Director of Transportation notifies the Zoning Inspector that acquisition at this time is not in the public interest or upon expiration of the one hundred twenty (120) day period or any extension thereof agreed upon by the Director of Transportation and the property owner, the Zoning Inspector shall, if the application is in conformance with all provisions of this resolution, issue the zoning certificate. (Adopted 10-20-2020)

220.03 Expiration of Zoning Certificate

If the proposed construction described in any zoning certificate has not commenced within twelve (12) months from the date of issuance thereof, said zoning certificate shall expire or lapse, and written notice thereof shall be given by the Zoning Inspector to the persons affected. If the work described in any zoning certificate has not been substantially completed within thirty (30) months of the date of issuance thereof, said zoning certificate shall expire, shall be revoked by the Zoning Inspector, and written notice thereof shall be given by the Zoning Inspector to the persons affected along with notice that further work as described in the canceled zoning certificate shall not proceed unless and until a new zoning certificate has been obtained. "Commencement of Work" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner including where excavation, demolition, or removal of an existing building has substantially begun preparatory to rebuilding. (Amd. 10-28-2020)

220.04 Record of Zoning Certificate

A record of all zoning certificates shall be kept on file in the office of the Zoning Inspector and retained in accordance with the Township's records retention schedule and policies. (Amd. 10-20-2020)

220.041 Failure to Obtain a Zoning Certificate

Failure to obtain a zoning certificate shall be a violation of this Resolution and punishable under Chapter 260 of this Resolution. (Adopted 10-28-2020, Amd. 6-15-2021)

220.042 Construction and Use to Be as Provided in Applications, Plans, Permits, and Certificates

Zoning certificates issued on the basis of plans and applications approved by the Zoning Inspector authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement, or construction. Use, arrangement, or construction contrary to that authorized shall be deemed a violations of this Resolution and punishable as provided for in Chapter 260. (Adopted 10-28-2020, Amd. 6-15-2021)

220.05 Zoning Certificate Application Fees

Each application for a zoning certificate shall be accompanied by a payment in the amount shown on the Schedule of Zoning Fees adopted by the Board of Township Trustees as provided for in Chapter 250. Applications not accompanied by the required payment shall not be reviewed and approved until the required payment has been received by the Zoning Inspector. (Amd. 10-20-2020)

220.06 Void Zoning Certificate

A zoning certificate shall be void if any of the following conditions exist:

1. The zoning certificate was issued contrary to the provisions of this Resolution.
2. The zoning certificate was issued based upon any materially false information provided by the applicant.

When a zoning certificate has been declared void pursuant to this Section, by the Township or by court order, a written notice of the revocation will be provided to the applicant by the Zoning Inspector. Notice of the revocation shall also include a statement that all work upon, or use of, the buildings, structure, or land shall cease until a new zoning certificate has been issued. (Amd. 10-20-2020)

Chapter 225 – Reserved for Future Use

Chapter 230 – Zoning Amendments

230.001 Zoning Amendments Generally

Whenever the public necessity, convenience, general welfare, or good zoning practices require, or in conformance with the adopted Comprehensive Plan, the Board of Township Trustees may by resolution amend, supplement, change, or repeal the regulations, restrictions, and district boundaries or classification of lots. Such amendments may only be made after recommendation from the Zoning Commission and subject to the procedures provided by law. Amendments may be initiated by motion of the Zoning Commission, by the passage of a resolution by the Board of Township Trustees, or by the filing of an application by one (1) or more owners or lessees of property within the area proposed to be changed or affected by the proposed amendment with the Zoning Commission. (Amd. 10-20-2020)

230.01 Application for Zoning Amendment

Application to initiate an amendment to the Resolution or the Official Zoning Map shall be made to the Zoning Inspector as follows:

1. The application forms shall be available from the Zoning Inspector, and shall be completed and returned with all supporting documentation as required in the application form and as necessary to demonstrate compliance with this Resolution. No application shall be considered unless the same is fully completed and accompanied by all required information on said application, together with plot plans or drawing as necessary.
2. Applications shall be signed by at least one (1) owner, or an agent assigned by the owner, of property within the area proposed to be changed or affected by the proposed map amendment, and shall be filed with the Zoning Inspector.
3. Each application for a zoning amendment shall fully describe the intended land use.
4. The application form shall be accompanied by all supporting information as required by the application form. All plans required shall be prepared by a professional surveyor, engineer, architect, or landscape architect registered in the State of Ohio.
5. Applications shall be accompanied by a payment in the amount shown on the Schedule of Fees adopted by the Board of Township Trustees as provided for in Chapter 250.
6. Applications for map amendments to Planned Development Districts shall include such additional information as is required by Article 5. (Amd. 10-20-2020)

230.02 Procedure

The procedures for review, approval or disapproval of all amendments shall be as prescribed in Section 519.12 of the Ohio Revised Code. (Amd. 10-20-2020)

Chapter 235 – Non-Conformities

235.001 Non-Conformities Generally

At the time of adoption or amendment of this Resolution there may exist lots, structures, or uses of land and structures which were lawful before this Resolution was passed or amended, but which would be prohibited, regulated, or restricted under the terms of this Resolution or future amendment thereto. It is the intent of this Resolution to permit these non-conformities to continue until they are removed, but not to encourage their survival. It is further the intent of this Resolution that non-conformities shall not be enlarged upon, expanded or extended, not be used as grounds for adding other structures or uses prohibited elsewhere in the same district, except as may otherwise be permitted by this Resolution.

235.01 Incompatibility of Non-Conforming Uses

Non-conforming uses are declared by this Resolution to be incompatible with permitted uses in the districts involved. A non-conforming use of a structure, land, or a structure and land in combination shall not be extended or enlarged after passage of this Resolution. In addition, the attachment on a building or premises of additional signs intended to be seen from off the premises, or the addition of other uses of a nature which would be prohibited generally in the district are prohibited.

235.02 Avoidance of Undue Hardship

To avoid undue hardship, nothing in this Resolution shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Resolution and upon which actual construction has been carried on diligently. "Actual construction" is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner including where excavation, demolition, or removal of an existing building has substantially begun preparatory to rebuilding.

235.03 Non-Conforming Lots of Record

At the time of adoption or amendment of this Resolution there may exist lots of record that do not conform to the requirements for lot width and or lot area established by this Resolution or amendment. Nothing in this Resolution shall prevent the construction of dwellings, buildings, structures, or accessory uses or structures on these non-conforming lots of record provided the following:

1. The proposed dwellings, buildings, structures, or accessory uses are permitted within the district established by this Resolution.
2. Such lot shall be in separate ownership and not of continuous frontage with other lots in the same ownership.
3. The construction of dwellings, buildings, structures, or accessory uses shall meet all requirements established by this Resolution other than for lot area and lot width.
4. Variance from all other requirements shall be obtained only through action of the Board of Zoning Appeals.

235.04 Non-Conforming Lots of Record in Combination

At the time of adoption or amendment of this Resolution, there may exist lots of record that do not meet the requirements of this Resolution for lot area and/or lot width. Where two or more of these lots adjoin with continuous frontage under a single ownership the lots involved shall be considered to be an undivided parcel for the purposes of this Resolution. No portion of said undivided parcel shall be used or sold in a manner which that diminishes compliance with the requirements of this Resolution.

235.05 Non-Conforming Uses of Land

Where, at the time of adoption or amendment of this Resolution, lawful use of land exists, which would not be permitted by the regulations imposed by this Resolution, the uses may be continued so long as they remain otherwise lawful, provided the following:

1. No such non-conforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such non-conforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this Resolution.
3. If any such non-conforming uses of land are discontinued or abandoned for more than two (2) years, except when government action impedes access to the premises, any subsequent use of such land shall conform to the regulations specified by this Resolution for the district in which such land is located.
4. No additional structure not conforming to the requirements of this Resolution shall be erected in connection with such non-conforming use of land. (Amd. 10-20-2020)

235.06 Non-Conforming Structures

Where a lawful structure exists at the effective date of adoption or amendment of this Resolution that could not be built under the terms of this Resolution by reason of restrictions on area, lot coverage, height, yards, location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No such non-conforming structure may be enlarged or altered in any way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity.
2. Any non-conforming structure or non-conforming portion of a structure which is removed, partially removed, damaged, destroyed, or partially destroyed by any means to an extent of

less than 60 percent of its then fair market value at time of such removal, damage, or destruction may be restored to its prior condition and the same use or occupancy continued or resumed, provided that the total cost of such restoration does not exceed 60 percent of its then fair market value; and provided further that such restoration is started within 1 year after such removal, damage, or destruction and is diligently pursued to completion.

3. Any non-conforming structure which is removed, partially removed, damaged, destroyed, or partially destroyed by any means by more than 60 percent of its then fair market value shall eliminate the non-conforming use of such structure or structure and land in combination, and shall not be repaired or reconstructed except in conformity with this Resolution
4. Should such structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

235.07 Non-Conforming Uses of Structures or of Structures and Land in Combination

If lawful use involving individual structures, or of a structure and land in combination, exists at the effective date of adoption or amendment of this Resolution that would not be allowed in the district under the terms of this Resolution or amendment, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

1. No existing structure devoted to a use not permitted by this Resolution in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any non-conforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this Resolution, but no such use shall be extended to occupy any land outside such building that was not used for such non-conforming use at the time of adoption or amendment of this Resolution.
3. If no structural alterations are made, any non-conforming use of a structure or structure and land in combination, may, upon application to and approval by the Board of Zoning Appeals as a conditional use, be changed to another non-conforming use provided that, in addition to any other criteria, the Board of Zoning Appeals finds after consideration of the nature, predominate character, and intensity of the proposed use and the size, dimensional requirements, and other regulatory characteristics of the proposed use, that the proposed use is equally appropriate or more appropriate to the district than the existing non-conforming use and that the size, dimensional requirements, traffic generation, signage needs, parking requirements and other regulatory characteristics are not greater than the existing nonconforming use. The Board of Zoning Appeals may require appropriate conditions and safeguards in accordance with other provisions of this Resolution.
4. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district and the non-conforming use may not thereafter be resumed.
5. When a non-conforming use of a structure or structure and land in combination are discontinued or abandoned for more than two (2) years, except when government action impedes access to the premises, the structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located. (Amd. 10-20-2020)

235.08 Repairs and Maintenance

On any non-conforming structure, or portion of a structure containing a non-conforming use, work may be done on ordinary repairs, or on repair or replacement of walls, fixtures, wiring, or plumbing provided the following:

1. The cubic content of the structure existing when it becomes non-conforming shall not be increased through such repairs or maintenance.
2. Nothing in this Resolution shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Chapter 240 – Conditional Uses

240.001 Conditional Uses Generally

It is recognized that an increasing number of new kinds of uses are appearing daily, and that many of these and some other more conventional uses possess characteristics of such unique and special nature relative to location, design, size and method of operation, circulation, and public facilities that each specific use must be considered individually. These specific uses as they are conditionally permitted under the provisions of the applicable zoning district regulations, or as provided for elsewhere in this Resolution, shall follow the procedures and requirements set forth in this Chapter. (Amd. 10-20-2020,12-21-2021)

240.01 Application Required

An application for a conditional use permit shall be submitted to the Zoning Inspector who shall forward the application to the Board of Zoning Appeals. Application forms shall be available from the Zoning Inspector, and at a minimum, shall contain the following information:

1. Name, address, and telephone number of the applicant;
2. Legal description of property;
3. Description of existing use;
4. Zoning District;
5. Description of proposed conditional use;
6. A plan of the proposed site for the conditional use showing the location of all buildings, parking and loading areas, traffic access and traffic circulation, open spaces, landscaping, refuse and service areas, utilities, signs, yards, and such other information as the Board may require to determine if the proposed conditional use meets the intent and requirements of this Resolution.
7. A narrative statement evaluating the effects on adjoining lots; the effect of such elements as noise, odor and fumes on adjoining lots; a discussion of the general compatibility with adjacent and other lots in the district. (Amd. 10-20-2020, 12-21-2021)

240.02 Notice and Hearing

The Board of Zoning Appeals shall hold a public hearing within a reasonable period of time following its receipt of a completed application. Notice shall be given at least 10 days in advance of the public hearing by publication in at least one newspaper of general circulation in the area. The notice shall state the date, time and place and the nature of the proposed hearing. The same information shall be mailed by first class mail to the applicant and all owners of property within and contiguous to and directly across the street from the property in question to the addresses of those owners appearing on the county auditor's current tax list. Any party may appear in person, or by attorney or authorized agent. (Amd. 10-20-2020)

240.03 Action by the Board of Zoning Appeals

The Board of Zoning Appeals shall, within a reasonable time, approve, approve with supplementary conditions, or disapprove the application as was submitted. If approved with supplementary conditions, the Board shall direct the Zoning Inspector to issue a conditional use permit listing the specific conditions stipulated by the Board. (Amd. 12-21-2021)

240.04 General Standards Applicable to all Conditional Use Permits

The Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established by the regulations of the applicable zoning district;
2. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
3. Will not be hazardous or disturbing to existing or future neighboring uses;
4. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
5. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
6. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, or odors;
7. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares. (Amd. 10-20-2020, 12-21-2021)

240.05 Supplementary Conditions and Safeguards

In granting any conditional use permit, the Board may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use permit is granted, shall be deemed a violation of this Resolution. (Amd. 12-21-2021)

240.06 Expiration of Conditional Use Permit

A conditional use permit shall be deemed to authorize only one particular conditional use, and said permit shall automatically expire if such conditionally permitted use has not be instituted or utilized with one (1) year of the date on which the permit was issued, or if for any reason such use shall cease for more than six (6) months. Change of ownership shall have no effect on the validity of the conditional use. (Adopted 10-20-2020)

Chapter 245 – Variances

245.001 Variances Generally

Upon application, the Board of Zoning Appeals may authorize, in specific cases, such variance from the terms of this Resolution as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Resolution would result in unnecessary hardship, and so that the spirit of the Resolution will be observed and

substantial justice is done. No nonconforming use of neighboring lands, structures, or buildings in the same district and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance. A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until the procedures provided in this Chapter are completed. (Amd. 10-20-2020)

245.01 Application Required

An application for a variance shall be submitted to the Zoning Inspector who shall forward the application to the Board of Zoning Appeals. Application forms shall be available in the Zoning Inspector and completed applications shall be accompanied by such information as required on the application form. (Amd. 10-20-2020)

245.02 Notice and Hearing

The Board of Zoning Appeals shall hold a public hearing within a reasonable period of time following its receipt of a completed application. Notice shall be given at least 10 days in advance of the public hearing by publication in at least one newspaper of general circulation in the area. The notice shall state the date, time and place and the nature of the proposed hearing. The same information shall be mailed by first class mail to the applicant and all owners of property within and contiguous to and directly across the street from the property in question to the addresses of those owners appearing on the county auditor's current tax list. Any party may appear in person, or by attorney or authorized agent. (Amd. 10-20-2020)

245.03 Action by the Board of Zoning Appeals

The Board of Zoning Appeals shall, within a reasonable time, approve, approve with supplementary conditions, or disapprove the application as was submitted. In granting any variance under the provisions of this Chapter, the Board of Zoning Appeals may impose such conditions, safeguards and restrictions as deemed necessary to secure the objectives of the standards set forth in this Article, and to carry out the general purpose and intent of this Resolution. Violation of the conditions, safeguards, and restrictions, when made a part of the terms under which the request for the variance is granted, shall be deemed a violation of this Resolution. (Amd. 10-20-2020)

245.04 Standards for Variances

A variance from the terms of this Resolution shall not be granted by the Board of Zoning Appeals unless and until the applicant demonstrates the following:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Resolution;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Resolution to other lands, structures, or buildings in the same district;
5. That the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure; (Amd. 12-21-2021)

6. That the granting of the variance will be in harmony with the general purpose and intent of this Resolution and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare. (Amd. 10-20-2020, 6-15-2021)

245.05 Supplementary Conditions and Safeguards

In granting any variance, the Board of Zoning Appeals may prescribe appropriate conditions and safeguards in conformity with this Resolution. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Resolution and punishable under Chapter 260 of this Resolution. Under no circumstances shall the Board of Zoning Appeals grant a variance to allow a use not permissible under the terms of this Resolution in the district involved, or any use expressly or by implication prohibited by the terms of this Resolution in said district. (Amd. 10-20-2020)

Chapter 250 – Fees

250.01 Schedule of Zoning Fees

The Board of Township Trustees shall establish a fee schedule, which shall be known as the Schedule of Zoning Fees, listing the charges and expenses, and a collection procedure for zoning certificates, zoning amendments, appeals, conditional use permits, variances, and other matters pertaining to this Resolution. The Schedule of Zoning Fees shall be posted in the office of the Zoning Inspector, and may be altered or amended only by the Board of Township Trustees. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal. (Amd. 10-20-2020)

Chapter 255 – Violations of this Resolution

255.01 Violations Generally

Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Inspector.

Chapter 260 – Penalties for Violation

260.01 Penalty for Violation of Zoning Resolution

Any person violating any provision of any article of this Resolution, or who shall violate or fail to comply with any order made thereunder; or who shall falsify plans or statements filed thereunder; or who shall continue to work upon any structure after having received written notice from the Zoning Inspector to cease work, shall be guilty of a misdemeanor, and subject to the penalty provided in Section 519.99, Ohio Revised Code. (Amd. 10-20-2020)

260.02 Remedies for Violation of Zoning Resolution

In case any building is, or is proposed to be located, erected, constructed, reconstructed, enlarged, changed, maintained, or used, or any land is, or is proposed to be used in violation of any regulation or provisions of this Resolution or any amendment thereto, the Board of Township Trustees, the Zoning Inspector, Prosecuting Attorney of the County, or any adjacent or neighboring property owner who would be especially damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement, or any other appropriate action, actions, proceedings to prevent, enjoin, abate or remove such unlawful location, erection, construction, reconstruction, enlargement, change, maintenance or use.

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Chapter 300 – Definitions

300.001 Interpretation of Terms

Except where specifically defined herein, all words used in this Resolution shall carry their customary meaning. The following listed words are specifically defined for use in this Resolution.

For the purposes of this Resolution certain terms or words used herein shall be interpreted as follows:

- a) The word "person" or "person of interest" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- b) The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
- c) The word "shall" is mandatory; the word "may" is permissive.
- d) The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied".
- e) The word "lot" includes the words "plot" or "parcel".

300.01 Letter A

Accessory Dwelling Unit – An accessory dwelling unit is a dwelling unit located in a separate structure that is accessory to a single-family dwelling as may be permitted as a conditional use in certain zoning districts-

Adult – An individual eighteen years of age or older.

Adult Book Store – Adult book store means an establishment deriving a majority of its gross income from the sale or rental of, or having a majority of its stock in trade in, books, magazines or other periodicals, films, or mechanical or non-mechanical devices, which constitute adult materials.

Adult Care Facility – An adult family home or an adult group home. For the purposes of this Resolution, any residence, facility, institution, hotel, congregate housing project, or similar facility that provides accommodations and supervision to three to sixteen unrelated adults, at least three of whom are provided personal care services. Adult care facility does not include:

- a) A facility operated by a hospice care program licensed under ORC 3712.04 that is used exclusively for care of hospice patients.
- b) A nursing home or home for the aging as defined in ORC 3721.01.
- c) A community alternative home as defined in ORC 3724.01.
- d) An alcohol and drug addiction program as defined in ORC 3793.01.

Adult Family Home – As defined in ORC 3722.01, a residence or facility that provides accommodations for three to five unrelated adults and supervision and personal care services to at least three adults.

Adult Group Home – As defined under ORC 3722.01, an adult group home means a residence or facility that provides accommodations for six to sixteen unrelated adults and provides supervision and adult personal care services to at least three of the unrelated adults.

Agriculture – For the purposes of this Resolution the definition of Agriculture shall be that

prescribed by Section 519.01 of the Ohio Revised Code. As used herein, agriculture generally includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; and the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production. (Amd. 10-20-2020)

Agricultural Production – Commercial animal or poultry husbandry, aquaculture, algaculture meaning the farming of algae, apiculture, animal husbandry, or poultry husbandry; the production for a commercial purpose of timber, field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth; land devoted to biodiesel production, biomass energy production, electric or heat energy production, or biologically derived methane gas production if the land on which the production facility is located is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use, provided that at least fifty (50) percent of the feedstock used in the production was derived from parcels of land under common ownership or leasehold. Agricultural production includes conservation practices, provided that the tracts, lots, or parcels of land or portions thereof that are used for conservation practices comprise not more than twenty-five (25) percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed under Section 929.02 of the Ohio Revised Code. (Adopted 6-17-2021)

Agritourism - An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity. (Adopted 6-17-2021)

Attached – “Attached” means:

- (1) a use, room or space that has at least one (1) wall in common with the remainder of a building;
- (2) a use, room or space that can be entered from and/or through other rooms and spaces within a building. An unenclosed roof connection shall not be considered attached. (Amd. 12-17-2018)

Awning – A hood or cover that projects from the wall of a building against the face of the supporting building.

300.02 Letter B

Basement – A story all or partly underground but having at least one-half of its height below the average level of the adjoining ground.

Buffer – A man-made or natural vegetated area, between the side or rear lot line and the

required side or rear setback line, where mounding, planting, walls, fences or a combination thereof are installed and constructed to protect adjacent uses from noise, odor, dust, fumes, glare, or unsightly storage of materials in commercial or industrial districts.

Building – Any structure, whether portable or fixed, having been designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory – A subordinate building detached from, but located on the same lot as the principal use or structure, the use of which is incidental and accessory to that of the principal use or structure. (Amd. 12-17-2018)

Building Addition – "Building Addition" means a part added to a building, either by being built so as to form one (1) architectural whole with it, or by being joined with it in some way, as by a passage, and so that one is a necessary adjunct or appurtenant to the other or so that both constitute the same building. (Amd. 12-17-2018)

Building, Height of – The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.

Building, Principal – A building in which is conducted the main or principal use of the lot on which the building is situated.

300.03 Letter C

Common Access Drive – A common access drive (CAD) is a privately constructed, privately owned, and privately maintained driveway within an ingress/egress easement serving more than one lot but not more than five lots, properly installed in accordance with the requirements of the County Engineer and for which the County and Township accept no responsibility for maintenance, either initially or at any time in the future; a common access drive provides an alternative to construction of public or private streets for accessing small numbers of lots and reduces the number of driveways along public roads. (Adopted 12-21-21)

Conditional Use – A use that, because of special requirements or characteristics, may be allowed in a particular zoning district after review by the Board of Zoning Appeals and granting of conditional use permit. (Amd. 10-28-2020)

Conditional Use Permit – The documented evidence of authority granted by the Board of Zoning Appeals to locate, operate, and maintain a Conditional Use on a particular lot. (Amd. 10-20-2020)

Comprehensive Plan – Any document or documents, adopted by the Board of Township Trustees, intended to guide growth and development of the Township, and containing development analysis, proposals, projections, or policies in the form of text, maps or other graphics. The term Comprehensive Plan shall also include the terms area plan, community plan, land-use plan, or master plan. (Adopted 10-28-2020)

300.04 Letter D

Detached – “Detached” means:

- (1) a use, room, space, building or assembly of buildings that is completely surrounded by open space;
- (2) a use, room, space, building or assembly of accessory buildings that is not attached or connected to a principally permitted use or building. (Amd. 12-17-2018)

District – A part, zone, or geographic area within the Township within which certain zoning or development regulations apply.

Drive-Through Business or Window – An establishment or part of an establishment designed for the conduct of business with customers who remain within a vehicle during the transaction.

Dwelling – Any building or structure which is wholly or partly used or intended to be used for living or sleeping quarters by one or more human occupants.

Dwelling, Detached Single-Family – Detached, individual dwelling units, which accommodate one family, as defined herein, living as one housekeeping unit. The type of construction of such units shall conform to the Residential Code of Ohio, or be classified as an Industrialized Unit under the Ohio Building Code, or conform to the definition of permanently-sited manufactured home as provided for in ORC 519.212. (Amd. 10-20-2020, 6-15-2021)

Dwelling, Multi-Family – A residential building arranged or designed for 3 or more dwelling units as separate and complete housekeeping units.

Dwelling, Two-Family – A building arranged or designed to be occupied by 2 families, the structure having only 2 dwelling units living independently of each other. (Amd. 6-15-2021)

Dwelling Unit – Space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as, space and equipment for cooking, bathing, and toilet facilities, all used by only one family and its household employees.

300.05 Letter E

Enclosed Storage – Any building such as a warehouse, pole barn, etc., fully enclosed on all sides and with roof where equipment, materials, or goods are stored.

Essential Services – The erection, construction, alterations, or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical or water transmission or distribution systems, collection, communication, supply or disposal systems, including poles, wires, drains, mains, sewers, pipes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith; reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.

300.06 Letter F

Family – A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities:

- a) any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
- b) two unrelated people; or
- c) two unrelated people and any children related to either of them by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship.

“Family” does not include any society, club, fraternity, sorority, association, lodge, federation, or like organization; any group of individuals whose association is temporary or seasonal in nature; any group of individuals who are in a group living arrangement as a result of a criminal offense. This definition is not, however, intended to prohibit those living arrangements among individuals which is specifically set forth and authorized by applicable law as being permitted uses within residential zoning districts.

Fair Market Value – The “Fair Market Value” as used herein shall first be determined to be the current value of structures as carried by the ~~Union~~ County Auditor. If such value is disputed by the owner of the structures, or the Township, the Township may elect to hire a licensed third-party licensed appraiser to determine the value. Said appraiser shall be hired by the Township and, in the event of a dispute by the property owner, may require reimbursement from the property owner for such fees as necessary. If the Township shall require reimbursement, the Township shall solicit fees for the appraisal in advance of the start of work, and shall provide the property owner with a copy of the fee proposal and a notice to deliver a check to the Township for such fees prior to the commission of the appraisal.

Farm – Land that is composed of tracts, lots, or parcels totaling not less than ten (10) acres devoted to agricultural production or totaling less than ten (10) acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production. (Amd. 6-15-2021)

Floor area, Non-Residential – A square footage calculation of the floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms, display windows and similar areas.

Floor area, Residential – Floor area of a residential structure shall be computed as the sum of the gross horizontal area, in square feet, of the several floors of the residential structure, excluding finished or unfinished basements, breezeways, carports, garages, storage areas with only outside access, porches, unfinished attics, and other unheated and/or unfinished areas attached to the principal use or structure.

300.07 Letter G

Gasoline Station – That portion of property where flammable or combustible liquids or gases used as fuel are stored and dispersed from fixed equipment into the fuel tanks of motor

vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity and may also include a freestanding automatic car wash.

Group Residential Facility – A group residential facility, as defined by ORC 5119.34, is a community residential facility, licensed and/or approved and regulated by the State of Ohio, which provides rehabilitative services.

Gun Club (Public or Private) – Any private or public facility for the discharge of firearms operated on a fee or membership basis.

300.08 Letter H

Hazardous Wastes – Those substances which, singly or in combination, pose a significant present or potential threat or hazard to human health or to the environment, and which, singly or in combination, require special handling, processing, or disposal, because they are or may be flammable, explosive, reactive, corrosive, toxic, infectious, carcinogenic, bioconcentrative, or persistent in nature, potentially lethal, or an irritant or strong sensitizer.

Home Occupation – Home Occupation means an accessory use which is an activity, profession, occupation, service craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit, or elsewhere on the premises, without any significant adverse effect upon the surrounding neighborhood.

300.9 Letter I

300.10 Letter J

Junk – Old scrap copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junk/inoperable, dismantled automobiles, equipment or parts thereof, construction salvage, mechanical salvage, iron or steel and other old or scrap ferrous or non-ferrous materials. (Amd. 10-20-2020, 12-21-2021)

Junk Yard – An establishment or place of business which is maintained or operated or any other land used for the purpose of storing, keeping, buying, or selling junk or for the maintenance or operation of an automobile graveyard. It shall also include scrap material, processing facilities which are located within one thousand (1,000) feet of the nearest edge of the right of way of a highway or street. (Amd. 10-21-2020)

300.11 Letter K

Kennel/Animal Boarding – Any lot or premise, on which dogs, cats or other household pets are boarded, bred or exchanged for monetary compensation.

300.12 Letter L

Loading Dock – An unobstructed area or platform within or attached to a building or structure, usually coinciding with large openings in the building wall, which are provided and maintained for the temporary parking of trucks and other motor vehicles for the purpose of loading and unloading goods, wares, materials, and merchandise. Loading docks may be

configured in a single arrangement or with multiple loading docks grouped together as typically seen in large warehouse or distribution facilities.

Loading Space, Off-Street – Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space.

Lot – For the purposes of this Resolution, a lot is a parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- a) A single lot of record;
- b) A portion of a lot of record;
- c) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

Lot Coverage – The area of a lot covered by a building or buildings, expressed as a percentage of the total lot area.

Lot, Flag – A lot so shaped and designed that the main building site area is set back from the street on which it fronts and includes an access strip connecting the main building site with the frontage street.

Lot Frontage – The uninterrupted linear or curvilinear extent of a lot measured along the street right-of-way, or property line adjacent to the street on which the lot fronts, from the intersection of one side lot line to the intersection of the other side lot line.

Lot Measurements – A lot shall be measured as follows:

- a) The depth of a lot shall be considered to be the average horizontal distance between the front lot line or street right-of-way line and the rear lot line.
- b) The width of a lot shall be considered to be the horizontal distance between side lot lines measured at the required front yard setback. For pie shaped lots the width between side lot lines where they intersect the front lot line or street right-of-way line shall not be less than eighty (80) percent of the required lot width except in the case of lots on the turning circle of cul-de-sacs or on the radius of a loop street.
- c) The area of a lot shall be the total horizontal area within the exterior lines of the lot, exclusive of any right-of-way, usually expressed in square footage or acreage. (Amd. 10-20-2020)

Lot, Minimum Area – The lot area required within each zoning district determined to be the minimum necessary to support the permitted use.

Lot of Record – A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded. (Amd. 10-20-2020)

Lot Types – Terminology used in this Resolution with reference to corner lots, interior lots, and through lots is as follows:

- a) A corner lot is defined as a lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.
- b) An interior lot is a lot with only one frontage on a street.
- c) A through lot is a lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots. (Amd. 12-17-2018)

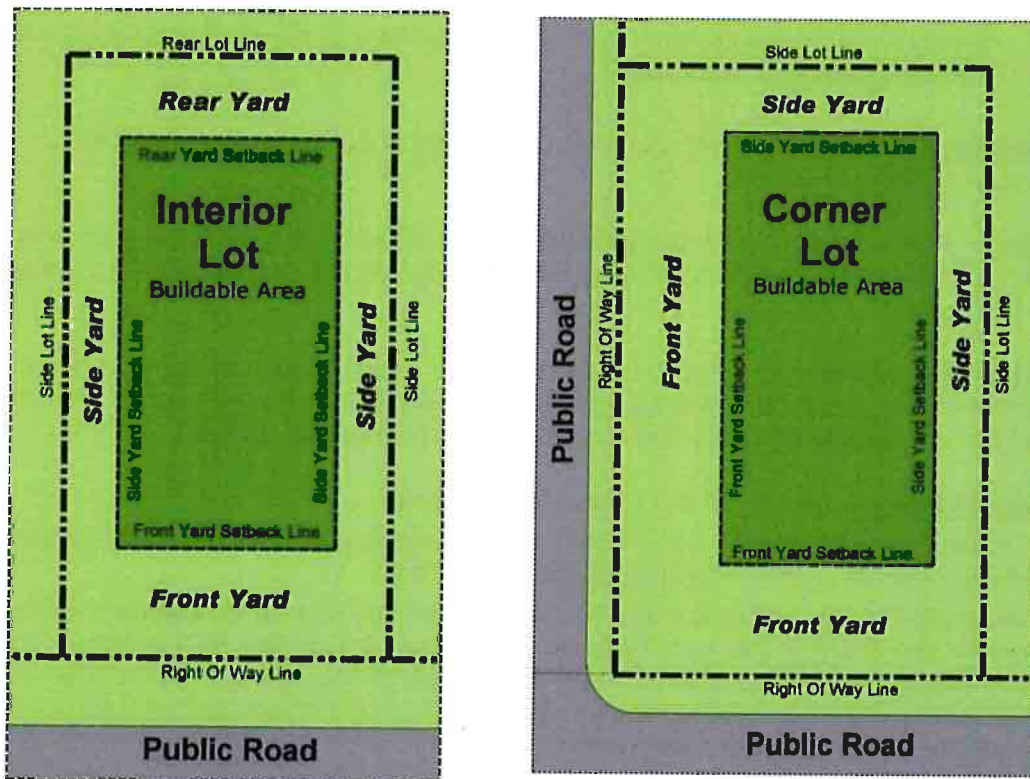


Figure 300.13.1: Lot Types and Measurements

300.13 Letter M

Manufactured Home – A non-self-propelled building unit or assembly of closed construction fabricated in an off-site facility, and constructed in conformance with the federal construction and safety standards established by the Secretary of Housing and Urban development (HUD) pursuant to the "Manufactured Housing Construction and Safety Standards Act of 1974, 88 Stat. 700, 42 U.S.C.A 5401, 5403 and that has a permanent label or tag permanently affixed to it as specified in 42 U.S.C.A 5415, certifying compliance with all applicable federal construction and safety standards. A manufactured home is transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis, designed to be used as a dwelling with or without permanent foundation when connected to required utilities. Calculations used to determine the number of square feet in a structure's exterior dimensions are measured at the largest horizontal projections when erected on site. These dimensions include all expandable rooms, cabinets, and other projections containing interior space, but do not include bay windows. (ORC 4501.01) For the purposes of this Section, chassis means a steel frame specifically designed and constructed with wheels or running gear and towing tongue installed for transportation on public streets or highways and designed without the need for a permanent foundation arriving at the site complete and ready for residential occupancy except for minor and incidental unpacking and assembly operations; location on wheels, jacks, blocks, or other foundation, connection to utilities and the like. (Amd. 10-20-2020)

Mining, Commercial Quarries, Sand and Gravel Pits – Any mining, quarrying or processing of limestone, clay, sand and gravel or other mineral resources. Also referred to as mineral extraction. Such use shall include surface mining operations as defined by Chapter 1514.01 of the Ohio Revised Code. (Adopted 12-6-2022)

Mobile Home – A building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty-five body feet in length or, when erected on site, is three hundred twenty or more square feet, is built on a permanent chassis, is transportable in one or more sections, and does not qualify as a manufactured home as defined in division (C)(4) of Section 3781.06 of the Revised Code or as an industrialized unit as defined in division (C)(3) of Section 3781.06 of the Revised Code. (Amd. 10-20-2020)

Model Home – A dwelling used as a temporary showroom or display model that is used for marketing purposes by a commercial homebuilder during the sales period of a new residential development. (Amd. 10-20-2020)

Motor Vehicle – Any vehicle, including mobile homes and recreational vehicles, which is propelled or drawn by power other than muscular power or power collected from overhead electric trolley wires. "Motor vehicle" does not include utility vehicles, motorized bicycles, road rollers, traction engines, power shovels, power cranes, and other equipment used in construction work and not designed for or employed in general highway transportation, well-drilling machinery, ditch-digging machinery, farm machinery, and trailers that are designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a public road or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.

Motor Vehicle, Inoperable – A car, truck, bus, van or other motor vehicle that cannot be started and moved under its own power or does not meet Ohio Revised Code requirements for operation on public streets. A vehicle that is without a valid, current registration decal and/or license, including recreational vehicle or travel trailer that is designed for travel on the public roads is also considered an inoperable vehicle.

300.14 Letter N

Non-Commercial Recreation – Any public or quasi-public related recreational use.

Non-Conforming Use – A building, structure or use of land lawfully existing at the time of enactment or amendment of this Resolution, and which does not conform to the current regulations of the district or zone in which it is situated.

Nuisance – As used herein nuisance refers to a building or property that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment. As used herein a nuisance could constitute an offensive activity on a property that reduces the property value of neighboring properties or results in a lessening of normal use and enjoyment to neighboring properties. Examples include, noise, junk, automobile storage, accumulation of rodents and/or insects or mosquitoes, rubbish, refuse, and debris. The above includes those nuisances as identified in the Ohio Revised Code Sections 505.86, 505.87, and 505.871. Additionally, "Nuisance" means any of the following:

- a) That which is defined and declared by statutes to be a nuisance;
- b) Any place in or upon which lewdness, assignation, or prostitution is conducted, permitted, continued, or exists, or any place, in or upon which lewd, indecent, lascivious, or obscene films or plate negatives, film or plate positives, films designed to be projected on a screen or exhibition films, or glass slides either in negative or positive form designed for exhibition by projection on a screen, are photographed, manufactured, developed, screened, exhibited, or otherwise prepared or shown, and the personal property and contents used in conducting and maintaining any such place for such purpose.
- c) Any room, house, building, boat, vehicle, structure, or place where beer or intoxicating liquor is manufactured or sold, bartered, possessed, or kept in violation of law and all property kept and used in maintaining the same, and all property designed for the unlawful manufacture of beer or intoxicating liquor and beer or intoxicating liquor contained in the room, house, building, boat, structure, or place, or the operation of such a room, house, building, boat, structure or place where the operation of that place substantially interferes with public decency, sobriety, peace, and good order. "Violation of law" includes, but is not limited to, sales to any person under the legal drinking age.

300.15 Letter O

Office, Corporate – An establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes

from employees and not the general public.

Office, Freeway Oriented – An office building(s), located on a lot that borders the right-of-way of a state or federal highway, that is designed and located on the lot in such a way to maximize the visibility and/or recognition of the office structure from the highway.

Office Park – A large tract of land that is planned, developed, and operated as an integrated facility for a number of separate office buildings uses and may incorporate internal circulation, joint parking facilities, shared utility needs, and common areas, and may pay special attention to aesthetics and compatibility.

Outlot – An individual lot or structure located within a retail center but apart from the main structure, typically located along the right-of-way line of the public street serving the retail center, which may share driveway access, internal circulation, or internal parking with the retail center, and may or may not be under the same ownership. (Amd. 10-20-2020)

300.16 Letter P

Parking Space, Off-Street – For the purposes of this Resolution, an off-street parking space shall consist of an off-street space available for the parking of one motor vehicle conforming to the requirements of Chapter 610. (Amd. 10-20-2020)

Patio – A level, surfaced area at or within three (3) feet of the finished grade, without a permanent roof intended for outdoor lounging, dining, recreation, or similar activities. (Adopted 6-15-2021)

Pond – Any man-made body of water in which water is impounded by a dam, embankment or excavated pit. A pond as defined herein shall include but not be limited to retention basins designed to permanently hold water but shall not include a detention basin or bio-swaales designed for short-term storm water containment. (Amd. 10-20-2020)

Public Service Facility – The erection, construction, alteration, operation or maintenance of buildings, power plants, substations, water treatment plant or pump station, sewage disposal plant or pump station, communications facilities and/or equipment, electrical, gas, water and sewerage service and other similar public service structures or facilities whether publicly or privately owned; but excluding sanitary landfills. (Amd. 12-21-2021)

Public Use – A public school, park, administrative, cultural or recreational building, excluding public service facilities.

300.17 Letter Q

Quasi-public Use – Churches, Sunday schools, parochial schools, colleges, hospitals, and other institutions of an educational, religious, charitable, philanthropic or non-profit nature.

300.18 Letter R

Recreational Vehicle - A vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: travel trailer, camping trailer, truck

camper, motor home, or any similar vehicle as defined by Ohio Revised Code Section 4501.01(Q). (Amd. 12-21-2021)

Refuse – Anything thrown away or rejected as worthless or useless, waste (combustible and noncombustible) trash or rubbish. “Refuse” also includes all foreign substances and pollutants in water other than liquid sewage.

Research Activities – Research, development and testing related to such fields as chemicals, pharmaceutical, medical, electrical, transportation and engineering, all of which are conducted within entirely enclosed buildings.

Residential Garden – A tract of land that is specifically used by the owner for the purpose of the outdoor cultivation of flowers, fruits, vegetables, or small plants, and is unenclosed by any structure other than a fence.

Retail Business, Convenience Type – A small retail business whose market area is the neighborhood or part of the community, which provides convenience-type goods and personal services for the daily needs of the people within the residential area. Examples of convenience-type businesses are drug stores, food stores, cleaners and barber shops.

Retail Center (Shopping Center) – A group of retail and other commercial establishments that are planned, owned, and managed as a single property. On-site parking is provided. The center’s size and orientation are generally determined by the market characteristics of the trade area served by the center. The two main configurations of shopping centers are indoor malls and open-air strip centers.

Right-of-Way – A strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn stripes, sidewalks, lighting, drainage facilities, and many include special features required by the topography or treatment such as grade separation, landscaped areas, viaducts, and bridges. (Adopted 12-17-2018)

300.19 Letter S

Sanitary Landfill – A disposal site employing a method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by spreading the solid wastes in thin layers, compacting the solid wastes to the smallest practical volume, and applying and compacting cover material daily. (Amd. 10-20-2020)

Sewers, Central or Group – A public or private sewage disposal system, approved by the county, which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Setback – See “Yard” (Amd. 12-17-2018)

Sewers, On-Site – A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Sign – Any visual communication display, object, device, graphic, structure, or part thereof, situated outdoors, or attached to, painted on, or displayed from or within a structure, in order

to direct or attract attention to, or to announce or promote, an object, person, service, product, event, location, organization or the like, by means of letters, words, designs, colors, symbols, fixtures, images or illuminations.

- a) Sign, On-Premises - Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
- b) Sign, Off-Premises - Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
- c) Banner – Any sign using a flexible or non-rigid substrate to display sign copy, but not including a flag.
- d) Billboard - Any off-premises sign for the purposes of outdoor advertising, which generally consists of one or more sign faces primarily intended to be available for sale, lease or rental for the purpose of promoting any business or other activity which is not situated on the same premises as the billboard or of promoting any product or service which is not primarily available on the same premises as the billboard.
- e) Sign, Illuminated - Any sign illuminated by electricity, gas or other artificial light including reflection or phosphorescent light.
- f) Sign, Lighting Device - Any light, string of lights, or group of lights located or arranged so as to cast illumination on a sign.
- g) Sign Copy - Any combination of letters, numerals, words, symbols, pictures, emblems or other characters that constitute a message in either permanent or removable form.
- h) Changeable Copy, Manual - Any portion of a sign on which characters, letters or illustrations are changed manually in the field without altering the face or surface of the sign, including without limitation, a reader board with changeable letters.
- i) Changeable Copy, Automatic – Any portion of a sign on which characters, letters or illustrations are changed mechanically or electronically in the field without altering the face or surface of the sign, including without limitation, an electronic or mechanical message center.
- j) Sign, Ground - Any freestanding detached sign whose support structure is imbedded in the ground.
- k) Sign, Pole - Any ground sign which is installed on or attached to a pole or poles.
- l) Sign, Portable - Any sign not permanently attached to the ground or to a building or building wall.
- m) Sign, Monument - Any ground sign which is usually low in profile, with a monolithic, base.
- n) Sign, Projecting - Any sign that is mounted on or attached to a building façade, including any sign which is part of or attached to an awning or canopy, and which

extends more than twelve inches from the face of the wall.

- o) Sign, Roof - Any sign which is installed and attached above the roof of the building.
- p) Sign, Temporary - Any sign having a specific limitation provided for by this Resolution as to the length of time it may be displayed.
- q) Sign, Wall - Any sign that is mounted on or attached to the wall of a building including any sign which is part of or attached to an awning or canopy.
- r) Sign, Window - Any sign affixed to the glass on the outside or inside of a window or door, or inside a building within three feet of a window or door so as to be readable from outside the building. (Amd. 10-20-2020, 12-6-2022)

Solar Energy – The following are solar energy related definitions:

- a) Solar Energy, Accessory – A solar collection system consisting of one or more roof/structure mounted and/or ground/pole mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- b) Principal Solar Energy Production Facility - An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. Principal solar energy production facilities consist of one or more freestanding ground/pole, or roof/structure mounted solar collector devices, solar related equipment and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. These production facilities primarily produce electricity to be provided off-site.
- c) Solar Energy Equipment - Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter, batteries, mounting brackets, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) Solar Photovoltaic (PV) - The technology that uses a semiconductor to convert light directly into electricity.
- e) Clear Fall Zone (Solar Energy) - An area surrounding a ground/pole mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure's failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the principal lot and will not intrude onto an adjacent lot. (Adopted 12-6-2022)

Solid Wastes – Means such unwanted residual solid or semisolid material as results from residential, industrial, commercial, agricultural and community operations, excluding earth or material from construction, mining or demolition operations, and slag and other substances which are harmful or inimical to public health, and includes, but is not limited to, garbage, combustible and non-combustible material, street dirt, and debris. For purposes of this definition, "material from construction operations" and "material from demolition operations" are those items affixed to the structure being constructed or demolished, such as brick, concrete, stone, glass, wallboard, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation material.

Story – The part of a building, except a mezzanine, included between the surface of one floor and the surface of the next floor above; or if there is no floor above, then the ceiling next above. The floor of a story may have split levels provided that there shall not be more than four feet difference in elevation between the different levels of the floor. A basement shall not be counted as a story.

Structure – Anything constructed or erected, the use of which requires location on, above, or below the surface of a lot or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, manufactured homes, walls, fences and billboards. (Amd. 12-17-2018)

Structure, Accessory – A subordinate structure detached from, but located on the same lot as the principal use or structure, the use of which is incidental and accessory to that of the principal use or structure. (Amd. 12-17-2018)

Structure, Principal – A structure, or group of structures, in which is conducted the primary use of the lot on which the structure is located. As regulated in zoning districts, the principal structure contains the principally permitted use. (Amd. 12-17-2018)

Supply Yard - A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods. (Adopted 12-21-2021)

Swimming Pool – Any outdoor structure intended for swimming or recreational bathing that contains or is capable of containing water to a depth of at any point greater or equal to twenty-four (24) inches. (Adopted 6-15-2021)

300.20 Letter T

Toxic or Hazardous Material – See definition for Hazardous Wastes.

Trailer – A trailer is any vehicle with an integrated frame, either open or closed to the elements, which has or has had an axle(s) and/or wheels and/or electric brakes and/or a towing device (tongue or hitch), and is designed to be drawn by a motor vehicle.

Trailer, Travel – A vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, and of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle.

300.21 Letter U

Use – The specific activity for which land or a structure is designated, arranged, intended, or for which it is or may be occupied or maintained. The term "permitted use" or its equivalent shall not be deemed to include any non-conforming use. (Amd. 12-17-2018)

Use, Accessory – A use which is located on the same lot as a principal use, subordinate to or serves the principal use, and is customarily incidental to the principal use. Except as otherwise required in the Resolution, an accessory use shall be a permitted use. (Amd. 12-17-2018)

Use, Principal – A use which is the primary use and chief activity of the lot or structure. As regulated in zoning districts, the use of a lot which is permitted within the district. This is often referred to as the principally permitted use, or uses, within the district. (Amd. 12-17-2018)

300.22 Letter V

Variance – A variance is a modification of the Zoning Resolution where such variance will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the Resolution would result in unnecessary and undue hardship. (Amd. 10-20-2020)

Veterinary Hospital and Clinic – A place for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodation on the premises for treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

300.23 Letter W

Wall – A vertical element with a horizontal length-to-thickness ratio greater than three, used to enclose space. (Amd. 12-17-2018)

Warehouse, Wholesale and Distribution Facility – A facility which houses a business which primarily stores, sells and distributes large quantities of goods or commodities to customers throughout a regional territory.

300.24 Letter X

300.25 Letter Y

Yard – A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from the general ground level of the graded lot upward; provided, accessories, ornaments, and furniture may be permitted in any yard, subject to height installations and requirements limiting obstruction of visibility.

Yard, Front Setback – A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building. (Amd. 10-20-2020, 6-15-2021)

Yard, Rear Setback – A yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.

Yard, Side Setback – A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

300.26 Letter Z

Zoning Certificate – A document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristic of the uses. (Adopted 10-20-2020)

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Chapter 400 – Adoption of the Zoning District Regulations

400.01 District Regulations Generally

Regulations are hereby established and adopted pertaining to the use of land and/or structures and the physical development of such land and structures within each of the zoning districts. Article 4 and Article 5 of this Resolution establish and provided specific regulations for the various zoning districts. Article 6 establishes general development standards that shall apply within all zoning districts.

Chapter 405 – Interpretation of Regulations

405.001 Interpretation of Regulations Generally

The standard regulations set forth in Article 4 and Article 5 of this Resolution shall be interpreted and enforced as provided for in this Chapter. (Amd. 10-20-2020)

405.01 Identification of Uses

Uses are listed by their customary name or identification, except where they are specifically defined or limited in this Resolution.

When a listed use has a number preceding the name, said number shall indicate the designation provided by the North American Industry Classification System (NAICS), U.S. Department of Commerce, United States Census Bureau, 2012 edition. The NAICS is a 2 through 6 digit hierarchical classification system where each digit in the code is part of a series of progressively narrower categories. In this system the first two digits indicate the economic sector, the third digit indicates the subsector, the fourth digit indicates the industry group, the fifth digit indicates the NAICS industry title, and the sixth digit indicates the national industry title. Where such numbers are listed in this Resolution the following shall apply:

1. Numbers listed by sector and subsector only (2 or 3 digit numbers) shall be deemed to include all industry groups and industry titles (fourth, fifth and sixth digits) listed within the sector and subsector unless those groups and titles are specifically excepted within this Resolution.
2. Numbers listed with industry group, and industry titles (4 and 5 digit numbers) shall include all activities listed under the industry code other than those specifically excepted by this Resolution.

The full text of the listings in the 2012 North American Industry Classification System (NAICS) shall be a part of the definition of the uses listed in this Resolution and is hereby adopted as a part of this Resolution.

405.02 Permitted Uses

Only a use designated as a permitted use shall be allowed as matter of right in any zoning district and any use not so designated shall be prohibited.

405.03 Accessory Uses and Structures

An accessory use or structure is a use or structure which is clearly subordinate to the principal use as defined in Chapter 300 of this Resolution. Accessory uses or structures may be allowed only in accordance with the specific district regulations, the requirements of Chapter 645 of this Resolution, and other applicable regulations provided for by this Resolution. (Amd. 10-20-2020, 6-15-2021)

405.04 Conditional Uses

A use designated as a conditional use may, if approved by the Board of Zoning Appeals, be permitted in the zoning district where the designation occurs. The approval of a conditional use shall be subject to the requirements of Chapter 240 of this Resolution and to the additional development standards outlined in each zoning district. (Amd. 10-20-2020)

405.05 Development Standards

The development standards as set forth in this Resolution shall be the minimum allowed for uses permitted in a zoning district. If the development standards are in conflict with the requirements of any lawfully adopted rules, regulations, or laws, the more restrictive or higher standard shall govern.

Chapter 410 - Zoning Districts Established

410.001 Zoning Districts Established

The following zoning districts are hereby established for Jerome Township, Union County Ohio:

410.01 Agricultural Zoning Districts

AG – Agricultural District

410.02 Residential Zoning Districts

RU – Rural Residential District

LDR – Low Density Residential District

MDR – Medium Density Residential District

410.03 Office and Industrial Zoning Districts

ORM – Office / Research / Medical District

COM – Commerce District

410.04 Commercial Zoning Districts

LR – Local Retail District

RR – Regional Retail District

410.05 Recreation Districts

SRE – Special Recreation District

410.06 Special Zoning Districts

PD – Planned Development District

OS – Open Space District

IPD – Innovation Planned Development District

Chapter 415 - Official Zoning Map

415.001 Official Zoning Map Adopted

The districts and their boundary lines are indicated upon a map entitled "Zoning Map of Jerome Township, Union County, Ohio", hereinafter called the "Official Zoning Map", which is hereby made a part of this Resolution. The Official Zoning Map, together with all notations, references, and other matters shown thereon, are hereby declared a part of this Resolution. The Official Zoning Map shall be held and maintained in the office of Zoning Inspector and shall be identified by the signature of the Chairperson of the Board of Township Trustees and attested by the Fiscal Officer. (Amd. 10-20-2020, 12-6-2022)

415.01 Rules for Interpretation of District Boundaries

Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the Official Zoning Map, the following rules shall apply:

1. Where district boundaries are indicated approximately following the center lines of streets or highways, street lines or highway right-of-way lines, such as center lines, street lines, or highway right-of-way lines shall be construed to be such boundaries.
2. Where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be said boundaries.
3. Where district boundaries are so indicated that they are approximately parallel to the center lines or street lines of streets, or the center lines of right-of-way lines of highways, such district boundaries shall be construed parallel thereto and at such distance as indicated on the Official Zoning Map. If no such distance is given, the dimension shall be determined by the use of the scale shown on said Official Zoning Map.
4. Where the boundary of a district follows a railroad line, such boundary shall be deemed to be located midway between the main tracks of said railroad lines.
5. Where the boundary of a district follows a stream or other body of water, the centerline of the body of water shall be deemed to be the boundary of the zoning district unless otherwise indicated.
6. Where the boundary of a district follows a metes and bounds description approved as a part of a rezoning or annexation of any territory, said metes and bounds description shall have control over all of the foregoing.
7. Questions concerning the exact location of district boundary lines shall be determined by the Zoning Inspector, subject to the owners' right of appeal to the Board of Zoning Appeals as provided herein. (Amd. 10-20-2020)

415.02 Vacation of Public Ways

Whenever any street or public right-of-way is vacated by official action of the County Commissioners or other public authority, the zoning districts adjoining each side of the street or public right-of-way shall be automatically extended to the center of such vacations and all area included in the vacation shall thereafter be subject to all regulations of the extended districts. (Amd. 10-20-2020)

415.03 Replacement of Official Zoning Map

In the event that for some reason the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret, the Board of Township Trustees may by resolution adopt a new map which shall supersede the prior map. The new map may correct errors in the prior map, but no such correction shall have the effect of amending the original map or any subsequent amendment thereof. The new map shall be identified by the signature of the Chairperson of the Board of Township Trustees, attested to by the Fiscal Officer, and bearing the following words: This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted __ (date) __ as part of the Zoning Resolution Jerome Township, Union County, Ohio. (Adopted 10-20-2020)

Chapter 420 – Agricultural District (AG)

420.001 Agricultural District Generally

The purpose and intent of the Agricultural District (AG) is to; encourage the continuance of agricultural uses, protect prime farmland and agricultural soils, protect the rights of farmers, preserve rural character, and provide for land which is suitable to be used for agriculture as defined in the Comprehensive Plan. Residential land use in the AG District is related to dwellings owned by the persons farming the property. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable county health regulations. (Amd. 10-20-2020)

420.01 Agricultural Uses Defined

“Agricultural Use” is as defined in the Ohio Revised Code Section 519.01, as may be amended, includes farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

420.02 Permitted Uses

Within the AG District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration.
6. Agriculture (Amd. 10-20-2020, 12-6-2022)

420.03 Accessory Uses and Structures

Within the AG District the following accessory uses and structures, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses, and swimming pools subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

420.04 Conditional Uses

The following uses may be permitted as conditional uses in the AG District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

1. 423820 – Farm Machinery and Equipment Merchant Wholesalers
2. 444220 – Farm Supply Stores
3. 444220 – Feed Stores (except pet)
4. Veterinary Hospital and Clinic
5. 721191 – Bed-and-Breakfast Inns
6. Kennel/Animal Boarding

7. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
8. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
9. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution.
10. Private landing fields for private or agricultural aircraft use.
11. Mining, Commercial Quarries, Sand and Gravel Pits_ (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

420.05 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the AG District:

1. Minimum Lot Area

The minimum lot area for lots in the AG District shall be 5 acres. (Amd. 6-15-2021)

2. Minimum Lot Width

Lots in the AG District shall have a minimum width of 300 feet. (Amd. 10-20-2020)

3. Flag Lots

Flag lots are permitted within the AG District provided that the minimum lot width is maintained. (Amd. 10-20-2020)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Front yard setbacks for the AG District shall be as follows:

- a) **Type 'A'** – The setback for farm markets shall be a minimum of 15 feet as provided for Chapter 605.
- b) **Type 'B'** – The setback for single-family dwellings shall be a minimum of 50 feet.
- c) **Type 'C'** – The setback for all other buildings or structures, with the exception of agricultural buildings, supporting a permitted, conditional, or accessory use of the lot shall be 80 feet. (Amd. 10-20-2020, 6-15-2021,

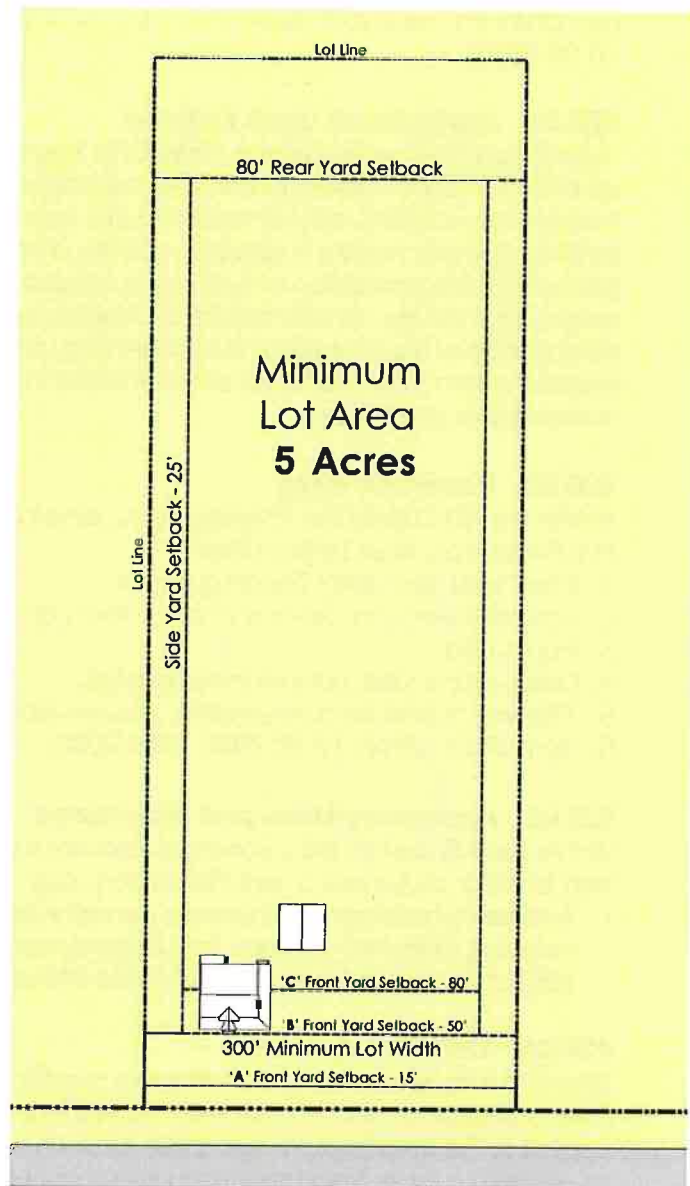


Figure 420.01: Lot area and setback diagram for the AG District

12-21-2021)

5. Side Yard Setbacks – The minimum side yard setback for principal buildings and structures shall be twenty-five (25) feet. Accessory buildings and structures shall be set back from a side lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be eighty (80) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021, 6-15-2021)

420.06 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and accessory uses and structures within the AG District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the AG District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the AG District shall be 35 feet.
- c) All other Permitted Uses and approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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Chapter 425 – Rural Residential District (RU)

425.001 Rural Residential District Generally

The purpose and intent of the Rural Residential District (RU) is to preserve rural character and provide for land which is suitable or used for very low density residences as defined in the Comprehensive Plan. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable regulations of the County Health Department. This District supersedes the U-1 Rural District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

425.01 Permitted Uses

Within the RU District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital.
5. The use of land for conservation, preservation, or wetland restoration. (Amd. 12-6-2022)

425.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution.

425.03 Conditional Uses

The following uses may be permitted as conditional uses in the RU District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 721191 – Bed-and-Breakfast Inns
2. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution
3. Expanded home occupations subject to the requirements of Chapter 635 of this Resolution.
4. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
5. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution.
6. Veterinary Hospitals and Clinic
7. Kennel/Animal Boarding (Amd. 10-20-2020, 12-6-2022)

425.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the RU District:

1. Minimum Lot Area

The minimum lot area for parcels in the RU District shall be 1.5 acres or as required by the County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the RU District and this Resolution. (Amd. 8-17-2015, 10-20-2020, 6-15-2021)

2. Minimum Lot Width

Lots in the RU District shall have a minimum width of 150 feet. (Amd. 8-17-2015, 10-20-2020)

3. Flag Lots

In addition to the lot width requirement above, flag lots shall have a minimum frontage of 150 feet. (Amd. 8-17-2015, 10-20-2020)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Such setbacks for the RU District shall be as follows:

- a) **Type 'A'** – The setback for farm markets shall be a minimum of 15 feet as determined by Chapter 605 of this Resolution. (Amd. 6-15-2021)
- b) **Type 'B'** – The setback for single-family dwellings shall be a minimum of 50 feet.
- c) **Type 'C'** – The setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the lot shall be 75 feet. (Amd. 10-20-2020, 6-15-2021)

5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

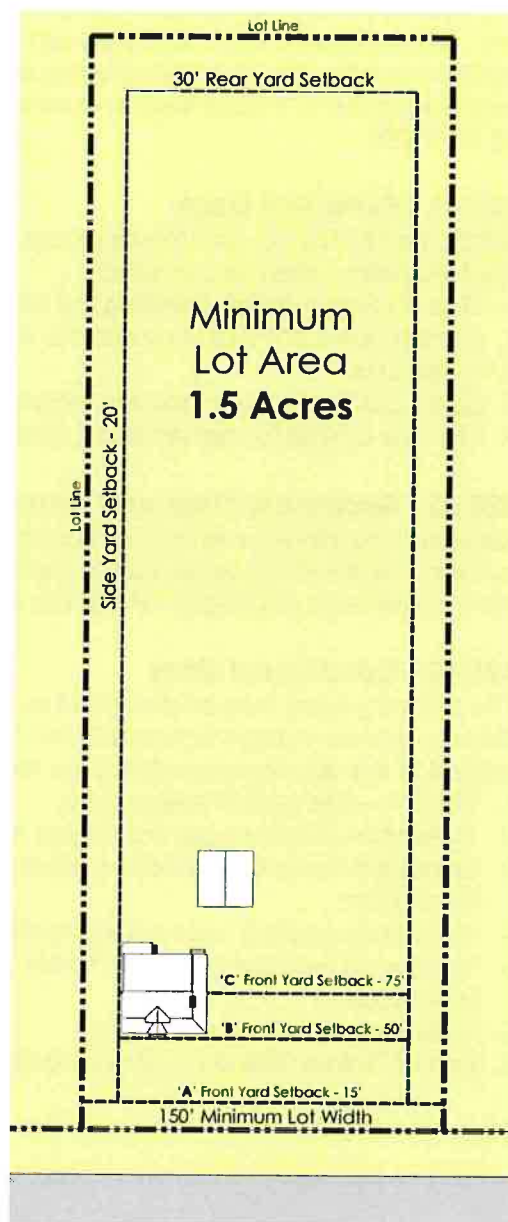


Figure 425.01: Lot area and setback diagram for the RU District

6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

425.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the RU District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the RU District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the RU District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet.

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Chapter 430 – Low Density Residential District (LDR)

430.001 Low Density Residential District Generally

The purpose and intent of the Low Density Residential District (LDR) is to provide areas for larger lot, lower density residential uses and/or estate lots that may or may not have access to centralized sewer services as outlined in the Comprehensive Plan. The Low Density Residential District will provide a transition between agricultural and rural residential uses, and more urbanized areas. This District supersedes the R-1 Low Density Residential District in existence prior to the enactment of this Resolution.

430.01 Permitted Uses

Within the LDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital. (Amd. 10-20-2020, 12-6-2022)

430.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

430.03 Conditional Uses

The following uses may be permitted as conditional uses in the LDR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
2. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
4. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution. (Amd. 10-20-2020, 12-6-2022)

430.04 Lot Area and Yard Setback Standards

The following lot area and yard setback standards shall apply to all lots in the LDR District:

1. Minimum Lot Area

The minimum lot area for parcels having access to public sewer and water services shall be one half (1/2) acre. Without access to public sewer and water the minimum lot area shall be 1.5 acres, or such larger area as determined necessary by the County Health Department. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the LDR District and this Resolution. (Amd. 6-15-2021, 12-21-2021)

2. Minimum Lot Width

All lots in the LDR District shall have a minimum width of 120 feet. (Amd. 10-20-2020)

3. Minimum Lot Frontage

Flag lots are not permitted within the LDR District.

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Front yard setbacks for the LDR District shall be as follows:

- a) Single-family Dwellings - The front yard setback for single-family dwellings shall be 35 feet.
- b) The front yard setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the lot shall be 45 feet. (Amd. 10-20-2020, 6-15-2021)

5. Side Yard Setbacks

The minimum side yard setback for principal buildings and structures shall be twenty (20) feet. Accessory buildings and structures shall be setback from a side lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

5. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (6-15-2021)

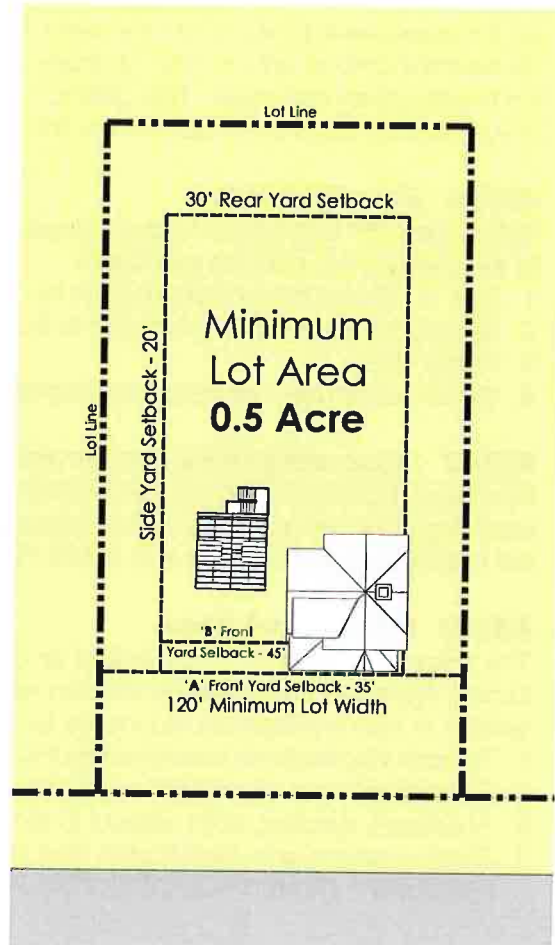


Figure 430.01: Lot area and setback diagram for the LDR District

6. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 6-15-2021)

430.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the LDR District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single-family Dwellings – Single-family dwellings in the LDR District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter for regulations concerning accessory structures.
- b) Single-family Dwellings – The maximum building height for single-family dwellings in the LDR District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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Chapter 435 – Medium Density Residential District (MDR)

435.001 Medium Density Residential District Generally

The purpose and intent of the Medium Density Residential District (MDR) is to provide opportunity to develop single-family residential lots at more traditional suburban densities where appropriate, as defined by the Comprehensive Plan. Because of the smaller lot sizes allowed these properties are required to be served by centralized sewer and water services and will provide a transition between more intense commercial uses and lower density residential or agricultural uses. This district supersedes the R-2 Medium Density Residential District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

435.01 Permitted Uses

Within the MDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One (1) Single-family Dwelling per lot.
2. Limited home occupation subject to the requirements of Chapter 635 of this Resolution.
3. Public Use
4. Quasi-public Use, not including hospital. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

435.02 Accessory Uses and Structures

1. Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution. 623110 – Nursing Care Facilities
2. 623312 – Assisted Living Facilities for the Elderly
3. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
4. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
5. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution. (Amd. 12-6-2022)

435.03 Conditional Uses

The following uses may be permitted as conditional uses in the MDR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

4. 623110 – Nursing Care Facilities
5. 623312 – Assisted Living Facilities for the Elderly
6. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
6. Expanded home occupation subject to the requirements of Chapter 635 of this Resolution.
7. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

435.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots in the MDR District:

1. Minimum Lot Area

The minimum lot area for parcels in the MDR District shall be 12,000 Square Feet. In addition, the minimum lot area for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the MDR District and this Resolution. (Amd. 6-15-2021)

2. Minimum Lot Width

All lots within the MDR District shall have a width of 80 feet. Corner lots having frontage on two public roads shall provide a minimum lot width of 90 feet. (Amd. 10-20-2020)

3. Flag Lots

Flag Lots are not permitted within the MDR District.

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be measured from the right of way of the dedicated public road. The minimum front yard setback for all buildings and structures in the MDR District shall be 25 feet. (Amd. 10-20-2020)

5. Side Yard Setbacks

The minimum side yard setbacks for buildings and structures in the MDR District shall be as follows:

- a) For lots having a width of less than 90 feet the minimum side yard setback for principal buildings and structures shall be 6 feet.
- b) For lots having a width of 90 feet or greater, but less than 100 feet the minimum side yard setback for principal buildings and structures shall be 8 feet.
- c) For lots having a width of 100 feet or greater the minimum side yard setback for principal buildings and structures shall be 10 feet.
- d) Accessory buildings and structures shall be setback from a side lot line in accordance with provisions of Article 6. (Amd. 6-15-2021)

6. Rear Yard Setbacks

The minimum rear yard setback for principal buildings and structures shall be thirty (30) feet. Accessory buildings and structures shall be setback from a rear lot line in accordance with the provisions of Article 6. (Amd. 6-15-2021)

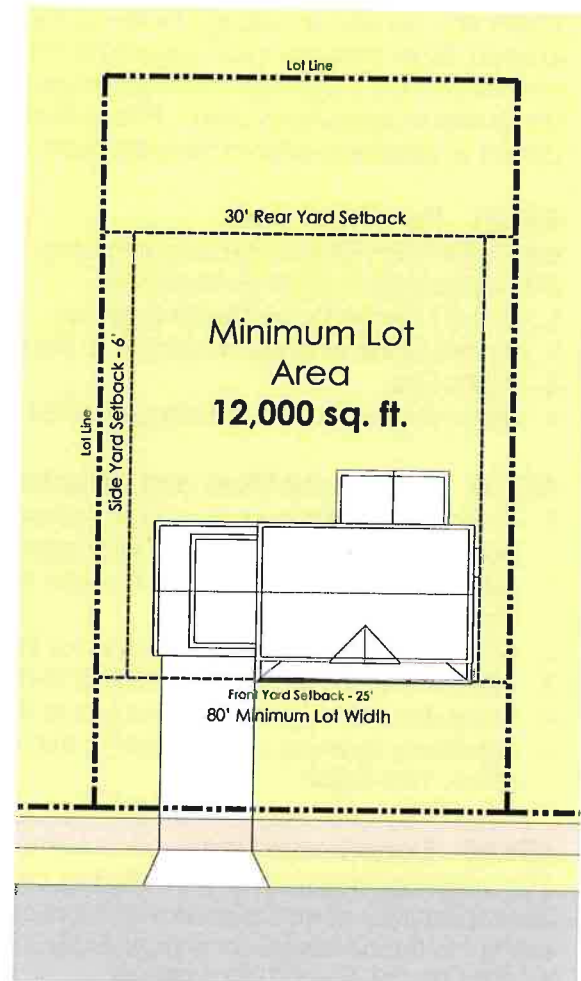


Figure 435.01: Lot area and setback diagram for the MDR District

7. Architectural Projections

Regulations for architectural projections and similar regulations shall be as provided for in Chapter 600 of this Resolution. (Amd. 10-20-2020, 6-15-2021)

435.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and accessory uses and structures within the MDR District:

1. Minimum and Maximum Floor Area

- a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – Single family dwellings in the MDR District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. (Amd. 10-20-2020, 12-21-2021)

2. Maximum Building Height

The maximum height of buildings and structures shall be measured as defined in Section 300 of this Resolution and shall meet the requirements listed below:

- a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
- b) Single Family Dwellings – The maximum building height for single family dwellings in the MDR District shall be 35 feet.
- c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

3. Residential Building Standards

The following standards apply to all single-family dwellings within the MDR District:

- a) Attached Garages – The follow standards apply to all single family dwellings with attached garages.
 - (i) The face of all front-loaded garages shall be set back from the face of the principal residence a minimum of 2 feet in the case of 1 and 2 car garages. 3 car front-loaded garages are permitted on lots 90 feet and larger provided the third garage bay is set back a minimum of an additional 2 feet from the first two garage bays
 - (ii) Side-loaded garages are permitted to extend past the front of the principal residence to create a front parking court provided that the elevation of the garage facing the street is treated with windows and the garage meets the front yard setback for the District.

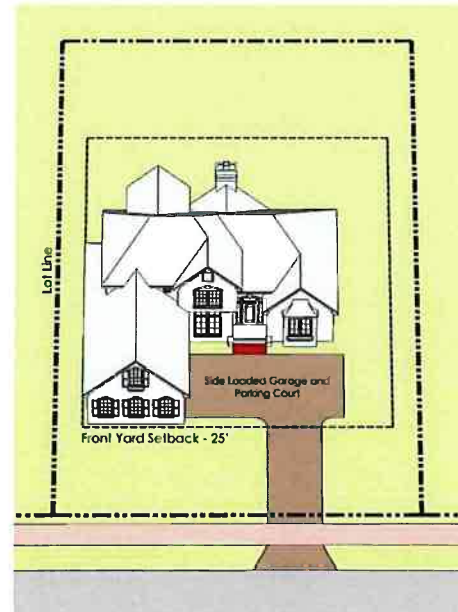


Figure 435.05: Driveway Configuration in the MDR District

4. Platted Residential Subdivisions

The following standards shall apply to all new platted subdivisions having 20 or more lots within the MDR District.

- a) Architectural Diversity – In the Medium Density Residential District, a single-family dwelling with the same or similar front elevation shall not be repeated within 4 houses on the same side of the street and within 2 houses in either direction of the house on the opposite side of the street. The builder is permitted to construct homes that use an identical elevation, but use a different main exterior material or main exterior color, provided that the homes shall be separated by at least 2 homes of a different elevation on the same side of the street and by at least 1 home in either direction of the house on the opposite side of the street.

- b) Open Space – Within any new residential development platted within the Medium Density Residential District, there shall be a dedicated open space area of no less than 10% of the gross lot area at the time of platting.

Chapter 440 – Office/Research/Medical District (ORM)

440.001 Low Density Residential District Generally

(a) The purpose of the Office/Research/Medical District (ORM) is to provide opportunities for higher density corporate offices or lower density professional, research and medical uses as identified by the Comprehensive Plan. These uses provide employment, economic development, and community access to professional services and are typically located in areas easily accessed by commuters and close to support type uses. This District supersedes the B-11 Professional Services District in existence prior to the enactment of this Resolution.

(b) In this District hours of operation are typically limited to normal business hours and do not include overnight operations. Developments can be planned with individual buildings on single sites, or as part of a campus development, and provide a good transition between higher intensity retail uses and residential districts. Appropriate sites include areas where access to busier streets is available, where higher density retail uses or lower density residential uses are not appropriate and access to services and restaurants is available. (Amd. 10-20-2020)

440.01 Permitted Uses

Within the ORM District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 511 – Publishing Industries
2. 517 – Telecommunications
3. 518 – Data Processing, Hosting, and Related Services
4. 519 – Other Information Services
5. 522 – Credit Intermediation and Related Activities
6. 523 – Securities, Commodity Contracts, and other Financial Investments and Related Activities
7. 524 – Insurance Carriers and Related Activities
8. 525 – Funds, Trusts, and other Financial Vehicles
9. 531 – Real Estate, all with the exception of the following uses which are prohibited:
 - a) 53113 – Lessors of Mini-warehouses and Self-storage units
10. 533 – Lessors of Nonfinancial Intangible Assets
11. 54 – Professional, Scientific, and Technical Services, all with the exception of the following uses:
 - a) 54185 – Outdoor Advertising
 - b) 54186 – Direct Mail Advertising
 - c) 54187 – Advertising Material Distribution Services
 - d) 54189 – Other Services Relating to Advertising
 - e) 54192 – Photographic Services
 - f) 54194 – Veterinary Services
12. 55 – Management of Companies and Enterprises (all)
13. 5611 – Office Administrative Services
14. 5613 – Employment Services
15. 5614 – Business Support Services with the exception of
 - a) 561491 – Repossession Services
16. 561492 – Court Reporting and Stenotype Services
17. 5615 – Travel Arrangement and Reservation Services
18. 621 – Ambulatory Health Care Service, All with the exception of the following:
 - a) 62191 – Ambulance Services

19. 622 – Hospitals
20. 71132 – Promoters of Performing Arts, Sports, and Similar Events Without Facilities
21. 7114 – Agents and Managers for Artists, Athletes, Entertainers, and other Public Figures
22. 813110 Church or other places of religious worship
23. 8132 – Grant making and Giving Services
24. 8133 – Social Advocacy Organizations
25. 8134 – Civic and Social Organizations
26. 8139 – Business, Professional, Labor, Political, and Similar Organizations
27. 92 – Public Administration, all except for the following:
 - a) 92214 – Correctional Institutions
 - b) 92215 – Parole Offices and Probation Offices

440.02 Conditional Uses

The following uses may be permitted as conditional uses in the ORM District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 51211 – Motion Picture and Video Production
2. 51219 – Postproduction Services and Other Motion Picture and Video Industries
3. 51222 – Integrated Record Production /Distribution
4. 51224 – Sound Recording Studios
5. 5151 – Radio and Television Broadcasting
6. 5152 – Cable and Other Subscription Programming
7. 54192 – Photographic Services
8. 54194 – Veterinary Services
9. 6112 – Junior Colleges
10. 6113 – Colleges, Universities and Professional Schools
11. 6114 – Business Schools and Computer and Management Training
12. 61161 – Fine Arts Schools
13. 61163 – Language Schools
14. 611691 – Exam Preparation and Tutoring
15. 6117 – Educational Support Services
16. 6241 – Individual and Family Services (non-residential facilities only)
17. 6243 – Vocational Rehabilitation Services
18. 6244 Child Day Care Services
19. 922 – Justice, Public Order, and Safety Activities with the exception of:
 - a) 92214 – Correctional Institutions
 - b) 92215 – Parole Offices and Probation Offices (Amd. 10-20-2020)

440.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the ORM District:

1. Minimum Lot Area

All lots within the ORM District shall be a minimum of 1.5 acres in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 10-20-2020, 6-15-2021)

2. Minimum Lot Width

The minimum width for all lots in the ORM District shall be determined based upon the functional classification of the roadway upon which the lot fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

Table 440.03.2 Lot Width Requirements for the ORM District		
Road / Street Classification	Minimum Lot Width	
	Lots without SDA	Lots with SDA*
Cul-De-Sac or Loop	150 feet	150 feet
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.

3. Maximum Lot Coverage

The total ground area occupied by all buildings and structures shall not exceed a maximum of 35 percent of the total area of the lot.

4. Front Yard Setbacks

All Front Yard Setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be those determined by the County Engineer. The minimum front yard setbacks for the ORM District shall be as follows:

Road / Street Classification	Minimum Front Setbacks For:	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop	40 feet	20 feet
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

5. Side Yard Setbacks

The side yard setbacks in the ORM District shall be as follows:

- a) When any lot in the ORM District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 100 feet of any residential structure, the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 30 feet for any loading, delivery, and service areas.
 - (iii) 50 feet for all buildings and structures.
- b) For all other lots in the ORM District the side yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service areas.
 - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021)

6. Rear Yard Setbacks

The minimum rear yard setbacks in the ORM District shall be as follows:

- a) When any lot in the ORM District adjoins any lot less than 5 acres in area zoned in any residential district, or where the rear lot line exists within 100 feet of any residential structure, the minimum rear yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 50 feet for all buildings, structures, loading, delivery, and service areas.
- b) For all other lots in the ORM District the minimum rear yard setbacks shall be 20' for all buildings, structures, parking, vehicular circulation and loading, delivery, and service areas. (Amd. 10-20-2020, 6-15-2021)

440.04 Building and Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the ORM District:

1. Building Construction

All uses within the ORM District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

2. Temporary Buildings and Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

3. Building Height

The maximum height of all structures in the ORM District shall be 50 feet, measured as defined in Chapter 300 of this Resolution.

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the ORM District:

- a) Main Entries – All buildings within the ORM District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. In an office park, where more than one building are served by an internal roadway network, the main entry of individual buildings are permitted to front the interior circulation drive. The main entrance of each building, or to individual tenant spaces of a multi-tenant building, shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.
- b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the ORM District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, landscaping, or a combination of the above. For any use where the side or rear of a building fronts to US Highway 33, US Highway 42, or Industrial Parkway, those elevations visible shall be treated in a similar fashion to the main façade and shall not appear as an obvious side or rear elevation. (Amd. 12-21-2021)
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 12-21-2021)

440.05 Loading, Delivery, and Service Areas

All loading, delivery, service, or similar areas shall be screened in accordance with the requirements of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

440.06 Off-Street Parking

Off-street parking for all uses in the ORM District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the ORM District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

440.07 Landscaping

All uses within the ORM District shall be landscaped in accordance with Chapter 620 of this Resolution.

440.08 Signage

All signs located within the ORM District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

440.09 Lighting

All exterior lighting within the ORM District shall strictly adhere to the requirements of Chapter 630 and the following standards:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the ORM District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)

Chapter 445 – Commerce District (COM)

445.001 Commerce District Generally

(a) The purpose and intent of the Commerce District is to provide opportunities for business uses consisting of warehouse and distribution, flex offices, commercial services, and light industry as identified in the Flex Office / Light Industrial section of the Comprehensive Plan and to provide standards for the development of such uses that protect the value of adjacent properties and promote the desired character of the area as defined by the Comprehensive Plan. This district supersedes the B-15 Wholesale and Heavy Retail District, M-1 Manufacturing District, and M-2 Heavy Manufacturing District in existence prior to the enactment of this Resolution.

(b) The uses permitted in this district are appropriate for industrial corridors and major and minor arterials where access to interchanges, well designed roads and trucking or shipping routes are available to move goods and services. Manufacturing and industrial uses in this area will be smaller, more specialized operations which are not intrusive by way of noise, dust, odor, vibration or present a danger to surrounding uses. Commerce District uses are more intense land uses that provide employment opportunities and economic development and should be buffered from residential uses. (Amd. 10-20-2020)

445.01 Permitted Uses

Within the COM District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 236 – Construction of buildings
2. 238 – All Specialty Trade Contractors with the exception of:
 - a) 23811 – Poured Concrete Foundation and Structure Contractors
 - b) 23812 – Structural Steel and Precast Concrete Contractors
 - c) 23891 – Site Preparation Contractors
3. 323 – Printing and Related Support Activities
4. 327215 – Glass Product Manufacturing made of purchased glass
5. 33243 – Metal Can, Box, and Other Metal Container (Light Gauge) Manufacturing
6. 3325 – Hardware Manufacturing
7. 3326 – Spring and Wire Product Manufacturing
8. 3327 – Machine Shops; Turned Product; and Screw, Nut and Bolt Manufacturing.
9. 3329 – Other Fabricated Metal Product Manufacturing with the exception of:
 - a) 332992 – Small Arms Ammunition Manufacturing
 - b) 332993 – Ammunition (except Small Arms) Manufacturing
 - c) 332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing
10. 334 – Computer and Electronic Product Manufacturing
11. 335 – Electrical Equipment, Appliance, and Component Manufacturing with the exception of:
 - a) 33591 – Battery Manufacturing
12. 3363 – Motor Vehicle Parts Manufacturing
13. 3364 – Aerospace Product and Parts Manufacturing.
14. 336991 – Motorcycle, Bicycle, and Parts Manufacturing.
15. 339 – Miscellaneous Manufacturing
16. 4232 – Furniture and Home Furnishing Merchant Wholesalers
17. 4234 – Professional and Commercial Equipment and Supplies Merchant Wholesalers
18. 4236 – Electrical and Electronic Goods Merchant Wholesalers

19. 4237 – Hardware, and Plumbing and Heating Equipment and Supplies Merchant Wholesalers
20. 42384 – Industrial Supplies Merchant Wholesalers
21. 42385 – Service Establishment Equipment and Supplies Merchant Wholesalers
22. 42386 – Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
23. 4239 – Miscellaneous Durable Goods Merchant Wholesalers
24. 424 – Merchant Wholesalers, Non-Durable Goods, all with the exception of the following non-permitted uses:
 - a) 42452 – Livestock Merchant Wholesalers
 - b) 4247 – Petroleum and Petroleum Products Merchant Wholesalers
25. 425 – Wholesale Electronic Markets and Agents and Brokers
26. 4413 – Automotive Parts and Accessories Stores
27. 4542 – Vending Machine Operators
28. 511 – Publishing Industries
29. 512 – Motion Picture and Sound Recording Industries with the exception of:
 - a) 51213 – Motion Picture and Video Exhibition
30. 515 – Broadcasting (except Internet)
31. 517 – Telecommunications
32. 518 – Data Processing, Hosting, and related services
33. 519 – Other Information Services
34. 52 – Finance and Insurance
35. 531 – Real Estate with the exception of:
 - a) 53113 – Lessors of Mini-warehouses and Self-Storage Units
36. 532 – Rental and Leasing Services with the exception of:
 - a) 5321 – Automotive Equipment Rental and Leasing
 - b) 5323 – General Rental Centers
 - c) 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
37. 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
38. 54 – Professional, Scientific, and Technical Services
39. 55 – Management of Companies and Enterprises
40. 561 – Administrative and Support Services with the exception of:
 - a) 56173 – Landscaping Services
41. 611 – Educational Services
42. 621 – Ambulatory Health Care Services
43. 622 – Hospitals
44. 624 – Social Assistance with the exception of:
 - a) 62422 – Community Housing Services
 - b) 6244 – Child Day Care Services
45. 711 – Performing Arts, Spectator Sports, and Related Industries with the exception of:
 - a) 711212 – Racetracks
46. 712 – Museums, Historical Sites, and Similar Institutions with the exception of:
 - a) 71213 – Zoos and Botanical Gardens
 - b) 71219 – Nature Parks and Other Similar Institutions
47. 7223 – Special Food Services

- 48. 811 – Repair and Maintenance
- 49. 81221 – Funeral Homes and Funeral Services
- 50. 81233 – Linen and Uniform Supply
- 51. 8129 Other Personal Services with the exception of:
 - a) 81291 – Pet Care (except Veterinary) Services
- 52. 81292 – Photofinishing
- 53. 81293 – Parking Lots and Garages
- 54. 81299 – All Other Personal Services
- 55. Quasi-public Use
- 56. Public Use
- 57. Public Service Facility (Amd. 10-20-2020, 12-21-2021)

445.02 Conditional Uses

The following uses may be permitted as conditional uses in the COM District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

- 1. 237 – Heavy and Civil Engineering Construction
- 2. 23811 – Poured Concrete Foundation and Structure Contractors
- 3. 23812 – Structural Steel and Precast Concrete Contractors
- 4. 23891 – Site Preparation Contractors
- 5. 311 – Food Manufacturing less with the exception of:
 - a) 3116 – Animal Slaughtering and Processing
 - b) 3117 – Seafood Product Preparation and Packaging
 - c) 311811 – Retail Bakeries
- 6. 3121 – Beverage Manufacturing
- 7. 313 – Textile Mills
- 8. 314 – Textile Product Mills
- 9. 315 – Apparel Manufacturing
- 10. 3162 – Footwear Manufacturing
- 11. 321911 – Wood Window and Door Manufacturing
- 12. 321918 – Other Millwork (including flooring)
- 13. 3222 – Converted Paper Product Manufacturing
- 14. 3254 – Pharmaceutical and Medicine Manufacturing
- 15. 3261 – Plastics Product Manufacturing
- 16. 3271 – Clay Product and Refractory Manufacturing
- 17. 3272 – Glass and Glass Product Manufacturing
- 18. 32733 – Concrete Pipe, Brick, and Block Manufacturing
- 19. 3274 – Lime and Gypsum Product Manufacturing
- 20. 3279 – Other Nonmetallic Mineral Product Manufacturing
- 21. 3312 – Steel Product Manufacturing from Purchased Steel
- 22. 3321 – Forging and Stamping
- 23. 3322 – Cutlery and Hand tool Manufacturing

24. 3323 – Architectural and Structural Metals Manufacturing
25. 3328 – Coating, Engraving, Heat Treating, and Allied Activities
26. 332994 – Small Arms, Ordnance, and Ordnance Accessories Manufacturing except that no live fire and no explosive material are permitted.
27. 333 – Machinery Manufacturing
28. 33621 – Motor Vehicle Body and Trailer Manufacturing
29. 3363 – Motor Vehicle Parts Manufacturing
30. 3364 – Aerospace Product and Parts Manufacturing
31. 336991 – Motorcycle, Bicycle and Parts Manufacturing
32. 337 – Furniture and Related Product Manufacturing
33. 42311 – Automobile and Other Motor Vehicle Merchant Wholesalers
34. 42313 – Motor Vehicle Supplies and New Parts Merchant Wholesalers
35. 42313 – Tire and Tube Merchant Wholesalers
36. 4233 – Lumber and Other Construction Materials Merchant Wholesalers
37. 42351 – Metal Service Centers and Other Metal Merchant Wholesalers
38. 42381 – Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
39. 42382 – Farm and Garden Machinery and Equipment Merchant Wholesalers
40. 4411 – Automobile Dealers
41. 4412 – Other Motor Vehicle Dealers
42. 44419 – Other Building Material Dealers
43. 4442 – Lawn and Garden Equipment and Supplies Stores
44. 44512 – Convenience Stores
45. 447 – Gasoline Stations, with the exception of 44719 and 447190 Marine Service Stations and Truck Stops.
46. 4541 – Electronic Shopping and Mail-Order Houses
47. 484 – Truck Transportation
48. 485 – Transit and Ground Passenger Transportation
49. 487 – Scenic and Sightseeing Transportation
50. 492 – Couriers and Messengers
51. 493 – Warehousing and Storage, with the exception of the following uses which are prohibited in the Commerce District
 - a) 493190 – Automobile Dead Storage
 - b) 493190 – Bulk Petroleum Storage
52. 4884 – Support Activities for Road Transportation except for Motor Vehicle Towing with On-Site storage or impounding of motor vehicles.
53. 4885 – Freight Transportation Arrangement
54. 4889 – Other Support Activities for Transportation
55. 53113 – Lessors of Mini-Warehouses and Self-Storage Units
56. 5321 – Automotive Equipment Rental and Leasing
57. 5323 – General Rental Centers
58. 5324 – Commercial and Industrial Machinery and Equipment Rental and Leasing
59. 56173 – Landscaping Services
60. 6244 – Child Day Care Services
61. 71394 – Fitness and Recreational Sports Centers
62. 71395 – Bowling Centers

- 63. 71399 – All Other Amusement and Recreation Industries
- 64. 72111 – Hotels (except Casino Hotels) and Motels
- 65. 7225 – Restaurants and Other Eating Places
- 66. 81291 – Pet Care (except Veterinary) Services (with the exception of outdoor kennels)
- 67. Warehouse, Wholesale and Distribution Facility (Amd. 6-10-2016, 10-20-2020, 12-21-2021)

445.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the COM District:

1. Minimum Lot Area

The minimum lot area for lots within the COM District shall be as follows:

- a) Lots having access to centralized sewer and water services shall have a minimum lot area of 3/4 acre.
- b) For lots using on-site water and sewer the minimum lot area shall be a minimum of 1 and 1/2 acres, or as required by the County Health Department for the proposed use.
- c) All lots within the COM District shall be adequate in area to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-17-2021, 12-21-2021)

2. Minimum Lot Width

The minimum width for all lots in the COM District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum requirements shall apply:

Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Loop or cul-de-sac	150 feet	150 feet
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Major Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

** Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced lot width as shown in the above table.*

(Amd. 12-21-2021)

3. Maximum Lot Coverage

The maximum lot coverage in the COM District shall be forty-five percent (45%). (Amd. 6-15-2021)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the lot fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be those determined by the County Engineer. The minimum front yard setbacks for the COM District shall be as follows:

Table 445.03.4 Front Setback Requirements for the COM District		
Road / Street Classification	Minimum Front Setbacks For:	
	All Buildings / Structures	Parking and Circulation
Cul-De-Sac or Loop	40 feet	20 feet
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

(Amd. 6-15-2021)

5. Side Yard Setbacks

The side yard setbacks in the COM District shall be as follows:

- a) When any lot in the COM District adjoins any lot less than 5 acres in area zoned in any residential district the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and pavement areas.
 - (ii) 40 feet for any outdoor storage or loading and delivery areas.
 - (iii) 40 feet for all buildings and structures.
- b) When any lot in the COM District adjoins any lot in any non-residential district the minimum side yard setbacks shall be:
 - (i) 10 feet for all parking and pavement areas.
 - (ii) 20 feet for any outdoor storage or loading and delivery areas.
 - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021)

6. Rear Yard Setbacks

The minimum rear yard setbacks in the COM District shall be as follows:

- a) When the rear lot line of any lot in the COM District adjoins any lot less than 5 acres in area zoned in any residential district the minimum rear yard setbacks shall be as follows:
 - (i) 60 feet for all buildings and structures, loading and delivery, and outdoor storage areas.

- (ii) 40 feet for all parking and vehicular circulation areas.
- b) When the rear lot line of any lot in the COM District adjoins any lot in any non-residential district the minimum rear yard setbacks shall be as follows:
 - (i) 30 feet for all buildings and structures, loading and delivery, and outdoor storage areas.
 - (ii) 20 feet for all parking and vehicular circulation areas. (Amd. 6-15-2021)

445.04 Building and Development Standards

The following standards shall apply to the development of all permitted uses and structures, accessory uses and structures, and approved conditional uses and structures within the COM District:

1. Building Construction

All uses within the COM District shall be housed in permanent structures constructed on solid foundations meeting all applicable requirements for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

2. Temporary Buildings and Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

3. Building Height

The maximum height of all structures in the COM District shall be 45 feet, measured as defined in Chapter 300 of this Resolution.

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the COM District:

- a) Main Entries – All buildings within the COM District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance to each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in building materials, awnings, canopies or other such architectural treatments.
- b) Blank Walls Not Permitted – For all buildings in the COM District, blank, featureless exterior walls having a length greater than 2 times the height of the wall shall not be permitted. Buildings shall be designed to break up long expanses of exterior wall through the use of windows, doors, architectural projections, changes in materials, landscaping, or any combination of the above.
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

445.05 Additional Standards for Outdoor Storage Areas

In addition to the screen and buffering requirements of Chapter 620, the outdoor storage of materials, equipment and merchandise in the COM District shall meet the following standards:

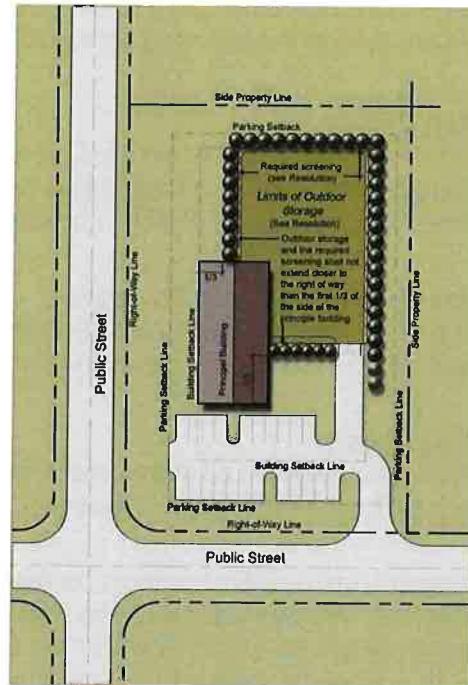
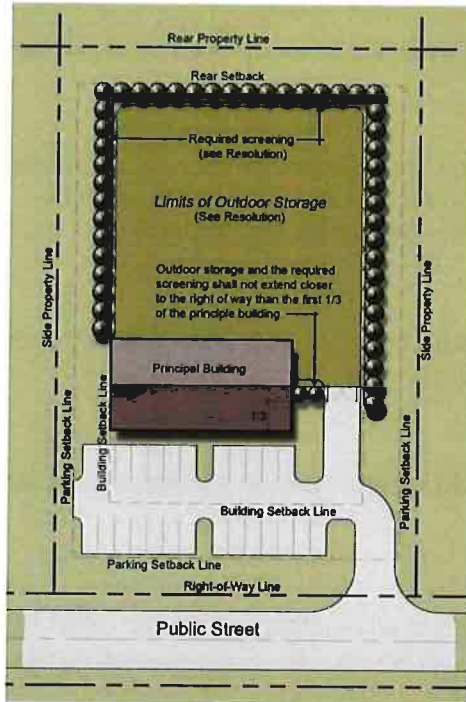
1. Location

Areas used for the outdoor storage of materials, equipment, and merchandise shall not encroach into any required front, side or rear building setback for the COM District.

Outdoor storage and the required perimeter screening shall not be permitted to extend closer to the right-of-way, or both rights-of-ways in the case of corner lots, than the front 1/3 of the side of the primary building perpendicular to the right of way as shown in Appendix 2.

2. Maximum Lot Area

The maximum lot area devoted to the outdoor storage of materials, equipment and merchandise for all uses shall not exceed 35% of the size of the lot on which the use is located.



445.06 Outdoor Loading, Delivery and Service Areas

In addition to the screen and buffering requirements of Chapter 620, outdoor loading, delivery, and service areas shall be permitted within the COM District in accordance with the following standards:

1. Area Standards

The following area standards shall apply to all outdoor loading, delivery, and service areas within the COM District:

- a) Loading, Delivery and Service Areas for Warehousing and Distribution Uses – For warehousing and distribution uses only, the size of areas dedicated to loading docks, truck circulation, and the loading and delivery of goods and materials shall not exceed 35 percent of the total lot area.
- b) Loading, Delivery and Service Areas for All Other Uses – For all other uses the size of areas dedicated to the loading and delivery of goods and materials and service uses such as dumpsters and compactors shall not exceed 10% of the total lot area.

2. Screening

All loading, delivery and service areas, outdoor storage areas, and supply yards shall be screened in accordance with the requirements of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

445.07 Off-Street Parking

Off street parking for all uses in the COM District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the COM District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

445.08 Landscaping

All uses within the COM District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

445.09 Signage

All signs located within the COM District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

Chapter 450 – Reserved for Future Use

Chapter 455 – Local Retail District (LR)

455.001 Local Retail District Generally

The purpose and intent of the Local Retail District (LR) is to allow retail uses that would draw from residents within a three (3) mile radius of the site and typically include grocery stores, smaller retail uses, and restaurants as identified in the Comprehensive Plan. Local retail uses are typically more oriented to the automobile than the pedestrian and should be adjacent to local thoroughfares and have access to public sewer and water. Local retail anchors are no larger than 75,000 square feet in floor area and are often grouped with smaller “in-line” retail tenants and outlots. This District supersedes the B-13 Retail Store District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

455.01 Permitted Uses

Within the LR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 4451 – Grocery Stores
2. 4452 – Specialty Food Stores
3. 4453 – Beer, Wine, and Liquor Stores
4. 44611 – Pharmacies and Drug Stores
5. 44612 – Cosmetics, Beauty Supplies, and Perfume Stores
6. 446191 – Food (Health) Supplement Stores
68. 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops. (Amended June 20, 2016)
7. 4512 – Book Stores and News Dealers
8. 4531 – Florists
9. 453220 – Gift, Novelty, and Souvenir Stores
10. 453910 – Pet and Pet Supplies Stores
11. 453991 – Tobacco Stores
12. 5221 – Depository Credit Intermediation (commercial and private banks and lending institutions)
13. 53223 – Video Tape and Disc Rental
14. 722511 – Full-Service Restaurants
15. 722513 – Limited-Service Restaurants
16. 8121 – Personal Care Services with the exception of the following uses which are prohibited in the Local Retail District:
 - a) 812199 – Baths, steam or Turkish
 - b) 812199 – Massage parlors
 - c) 812199 – Steam baths
 - d) 812199 – Tattoo parlors
 - e) 812199 – Turkish bathhouses
17. Drive thru windows
18. 813110 – Church or other places of religious worship

455.02 Conditional Uses

The following uses may be permitted as conditional uses in the LR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

1. 44131 – Automotive Parts and Accessories Stores
2. 444120 – Paint and Wallpaper Stores
3. 44613 – Optical Goods Stores

- 4. 5242 – Agencies, Brokerages, and Other Insurance Related Activities
- 5. 541213 – Tax Preparation Services
- 6. 541921 – Photography Studios, Portrait
- 7. 811191 – Automotive Oil Change and Lubrication Shops
- 8. 811192 – Car Washes (Amd. 10-20-2020)

455.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the LR District:

1. Minimum Lot Area

All lots within the LR District shall be a minimum of 1 acre in area or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021)

2. Maximum Floor Area

Within the LR District no single use structure, and no individual tenant in a multi-tenant structure, shall exceed a maximum of 75,000 square feet of floor area. No single development shall exceed a maximum of 150,000 square feet of floor area inclusive of all tenants. (Amd. 6-15-2021)

3. Minimum Lot Width

The minimum lot width for all lots in the LR District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot width shall apply.

Table 455.03.3 Lot Width Requirements for the LR District		
Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

- a) Outlots – Where two or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 455.03.3.

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the lot fronts and shall be measured from the right-of-way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the LR District shall be as follows:

Table 455.03.4 Front Setback Requirements for the LR District		
Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	40 feet	20 feet
Minor Collector Road	40 feet	20 feet
Major Collector Road	50 feet	30 feet
Minor Arterial Road	60 feet	40 feet
Major Arterial Road	n/a	n/a

5. Side Yard Setbacks

The side yard setbacks in the LR District shall be as follows:

- a) When any lot in the LR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 40 feet for any loading, delivery, and service areas.
 - (iii) 40 feet for all buildings and structures.
- b) For all other lots in the LR District the side yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service areas.
 - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021, 12-21-2021)

6. Rear Yard Setbacks

The minimum rear yard setbacks in the LR District shall be as follows:

- a) When any lot in the LR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 40 feet for all loading, delivery and service areas.
 - (iii) 60 feet for all buildings and structures.
- b) For all other lots in the LR District the rear yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for all loading, delivery and service areas.
 - (iii) 30 feet for all structures. (Amd. 6-15-2021)

455.04 Building and Development Standards

The following building and development standards shall apply to all uses and lots in the LR District:

1. Building Construction

All uses within the LR District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

2. Temporary Buildings Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

3. Building Height

The maximum height of all structures in the LR District shall be 30 feet, measured as defined in Chapter 300 of this Resolution.

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the LR District:

- a) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any front or side building elevation within the LR District. Buildings shall be designed so that, at a minimum, front and side exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- b) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

455.05 Loading, Delivery, and Service Areas

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

455.06 Off-Street Parking

Off street parking for all uses in the LR District shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the LR District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Joint or Combined Parking Area

Joint or combined parking areas may be utilized subject to the regulations provided in Chapter 610. (Amd. 12-21-2021)

3. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

455.07 Landscaping

All uses within the LR District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

455.08 Signage

All signs located within the LR District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

455.09 Lighting

All exterior lighting within the LR District shall strictly adhere to the requirements of Chapter 630 and the following standards:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the LR District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture.

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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Chapter 460 – Regional Retail District (RR)

460.001 Regional Retail District Generally

The purpose and intent of the Regional Retail District (RR) is to provide areas for major retail sites that serve areas larger than 5 miles in radius and are located near freeways and freeway interchanges as identified in the Comprehensive Plan. Regional retail uses are characterized by large retail uses having 75,000 square feet or more in floor area, and associated smaller retailers, and require high visibility and accommodation of high traffic volumes. This District supersedes the B-14 Heavy Retail district in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

460.01 Permitted Uses

Within the RR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 4411 – Automobile Dealers
2. 4413 – Automotive Parts, Accessories, and Tire Stores
3. 442 – Furniture and Home Furnishings Stores
4. 443 – Electronics and Appliance Stores
5. 4441 – Building Material and Supplies Dealers
6. 4451 – Grocery Stores
7. 4452 – Specialty Food Stores
8. 4453 – Beer, Wine, and Liquor Stores
9. 4461 – Health and Personal Care Stores
10. 447 – Gasoline Stations, Except for 44719 and 447190 Marine Service Stations and Truck Stops. (Amended June 20, 2016)
11. 448 – Clothing and Clothing Accessories Stores
12. 451 – Sporting Goods, Hobby, Book, and Music Stores
13. 452 – General Merchandise Stores
14. 4531 – Florists
15. 4532 – Office Supplies, Stationery, and Gift Stores
16. 4533 – Used Merchandise Stores
17. 4539 – Other Miscellaneous Store Retailers except for the following uses which are prohibited in the Regional Retail District:
 - a) 45393 – Manufactured (Mobile) Home Dealers
 - b) 453998 – All Other Miscellaneous Store Retailers (except Tobacco Stores)
18. 491 – Postal Service
19. 5221 – Depository Credit Intermediation (commercial banks and credit unions)
20. 53222 – Formal Wear and Costume Rental
21. 53223 – Video Tape and Disc Rental
22. 713940 – Fitness centers
23. 72111 – Hotels (except casino hotels) including convention hotels
24. 7224 – Drinking Places
25. 722511 – Full-Service Restaurants
26. 722513 – Limited-Service Eating Places
27. 8121 – Personal Care Services with the exception of the following uses which are prohibited in the Regional Retail District:
 - a) 812199 – Baths, steam or Turkish
 - b) 812199 – Massage parlors
 - c) 812199 – Steam baths
 - d) 812199 – Tattoo parlors

- e) 812199 – Turkish bathhouses
- 28. 81292 – Photofinishing
- 29. 813110 – Church or other places of religious worship
- 30. Drive Thru Windows

460.02 Conditional Uses

The following uses may be permitted as conditional uses in the RR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein:

- 1. 811192 – Car Washes
- 2. 811191 – Automotive Oil Change and Lubrication Shops
- 3. 811111 – General Automotive Repair
- 4. Outside display of products for sale, not including boats, recreational vehicles, farm equipment, mobile or manufactured homes, or storage buildings.

460.03 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the RR District:

1. Minimum Lot Area

All lots within the RR District shall be a minimum of 1 acre in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021)

2. Maximum Floor Area

Within the RR District there shall be no maximum floor area for buildings. (Amd. 6-15-2021, 12-21-2021)

3. Minimum Lot Width

The minimum width for all lots in the RR District shall be determined based upon the functional classification of the roadway upon which the lot fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	150 feet
Minor Collector Road	300 feet	200 feet
Major Collector Road	400 feet	250 feet
Minor Arterial Road	600 feet	250 feet
Major Arterial Road	No Access	No Access

** Lots sharing a common access (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.*

- a) **Outlots** – Where three or more outlots share a common access drive, or where outlots are accessed from a larger retail center and not the public right-of-way, the minimum lot width of the outlots may be reduced as shown in Table 460.03.3. (Amd. 6-15-2021, 12-21-2021)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the RR District shall be as follows:

Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	50 feet	20 feet
Minor Collector Road	50 feet	20 feet
Major Collector Road	60 feet	30 feet
Minor Arterial Road	60 feet	30 feet
Major Arterial Road	n/a	n/a

5. Side Yard Setbacks

The side yard setbacks in the RR District shall be as follows:

- a) When any lot in the RR District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
- (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 40 feet for any loading, delivery, and service areas.
 - (iii) 40 feet for all buildings and structures.
- b) For all other lots in the RR District the side yard setbacks shall be:
- (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service areas.
 - (iii) 20 feet for all buildings and structures. (Amd. 6-15-2021, 12-21-2021)

6. Rear Yard Setbacks

The minimum rear yard setbacks in the RR District shall be as follows:

- a) When any lot in the RR District adjoins any lot less than 5 acres in size zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
- (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 40 feet for all loading, delivery and service areas.
 - (iii) 60 feet for all structures.

- b) For all other lots in the RR District the rear yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for all loading, delivery and service areas.
 - (iii) 30 feet for all structures.

460.04 Building and Development Standards

The following building and development standards shall apply to all uses and lots in the RR District:

1. Building Construction

All uses within the RR District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

2. Temporary Buildings and Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

3. Building Height

The maximum height of all structures in the LR District shall be 40 feet, measured as defined in Chapter 300 of this Resolution.

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the RR District:

- a) Large Retail Buildings – Large expanses of flat, featureless, exterior wall shall not be permitted on any front or side building elevation on large retail buildings within the RR District. Large retail buildings shall be designed so that, at a minimum, front and side exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- a) Outlots and Small Retail Buildings – The exterior of all outlot buildings and free-standing small retail buildings within the RR District shall be designed and constructed with similar materials and level of architectural detail on all sides of the building.
- b) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

460.05 Loading, Delivery and Service Areas

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

460.06 Off-Street Parking

Off street parking for all uses in the RR District shall be provided at the time of construction of the main structure or buildings with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Section 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the RR District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Joint or Combined Parking Areas

Joint or combined parking areas may be utilized subject to the regulations provided in Chapter 610. (Amd. 12-21-2021)

3. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

460.07 Landscaping

All uses within the RR District shall be landscaped in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

460.08 Signage

All signs located within the RR District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

460.09 Lighting

All exterior lighting within the RR District shall strictly adhere to the requirements of Chapter 630 and the following standards:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the RR District shall not exceed a maximum height of 32 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture

Zoning Resolution

Jerome Township, Union County, Ohio

Article 4

Zoning Map and Zoning Districts

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470 Special Recreation District (SRE)**470.001 Special Recreation District Generally**

The purpose and intent of the Special Recreation District (SRE) is to provide opportunities for a variety of active recreational and entertainment uses not otherwise permitted in the standard zoning districts. These uses provide limited employment opportunities, opportunities for recreation, promote healthy and desirable communities, and based upon design can fit into a variety of settings and land use patterns. Appropriate locations for these uses may vary by use and each application for rezoning to the Special Recreation District shall be required to demonstrate the compatibility of the proposed use with the surrounding land uses. This District supersedes the SR-1 and SR-2 Special Recreation Districts in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

470.01 Permitted Uses

Within the SRE District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 611620 – Sports and Recreation Instruction
2. 712 – Museums, Historical Sites, and Similar Institutions
3. 71391 – Golf Courses and Country Clubs
4. 71394 – Fitness and Recreational Sports Centers
5. 71395 – Bowling centers
6. 713990 – Amateur Sports Teams
7. 713990 – Ballrooms
8. 713990 – Recreational Sports Clubs including baseball, soccer, basketball, softball, lacrosse, hockey, volleyball, football and tennis.
9. 713990 – Billiard Parlors
10. 713990 – Bocce courts
11. 713990 – Day camps
12. 713990 – Driving Ranges
13. 713990 – Fishing clubs
14. 713990 – Miniature Golf Courses
15. 713990 – Golf Driving Ranges
16. 713990 – Recreational Horse Rental Services
17. 713990 – Recreational Horseback Riding
18. 713990 – Recreational sports teams and leagues both youth and adult
19. 713990 – Riding clubs & stables
20. 813110 – Church or other places of religious worship

470.02 Conditional Uses

The following uses may be permitted as conditional uses in the SRE District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 71121 – Spectator Sports
2. 713990 – Archery Ranges
3. 713990 – Hunting and Gun clubs
4. 713990 – Shooting Ranges indoor or outdoor
5. 713990 – Trap and skeet shooting facilities (Amd. 10-20-2020)

470.03 Conditional Use Standards

In addition to the standards defined in Chapter 240 of this Zoning Resolution the following standards shall apply to all conditional uses within the Special Recreation District;

1. Spectator Sports

To be considered for approval as a conditional use in the Special Recreation District, 71121 Spectator Sports, as defined by the NAICS, shall meet the following requirements

- a) Traffic – Prior to the approval of the conditional use permit the applicant shall provide to the Township a study prepared by a registered traffic engineer detailing any potential adverse impacts caused by spectator events and mitigation strategies to deal with those impacts
- b) Noise – Prior to the approval of the conditional use permit the applicant shall provide to the Township a study that demonstrates the impact that noise levels from typical events will have on the nearest residential areas to the proposed venue. The study will present proposed noise levels in the A-Weighted Decibel Scale (dBA) for the noise to be exceeded 10% of the duration of the event, or the L₁₀ noise level. Proposed noise levels documented in the study shall be substantiated by noise levels physically measured at similar events.

2. Shooting Sports

The purpose of the following requirements is to promote and protect the public health, safety and welfare by regulating shooting ranges. These requirements are intended to prevent adverse effects on adjoining properties relating to shot containment and noise mitigation. Each shooting range shall be designed to contain the bullets, shot, and arrows discharged on or within the range facility and minimize noise impacts. This Section does not otherwise apply to the general legal discharge of firearms or bows and arrows in accordance with other applicable laws and regulations. To be approved for a conditional use permit within the Special Recreation District any such facility shall meet the following requirements.

a) Performance

- (i) Shooting range facilities shall be designed to contain all of the bullets, shot, arrows or other projectiles or any other debris on the range facility
- (ii) Noise levels measured at the property line shall not exceed sixty-five (65) dBA when located adjacent to residential or commercial property or (75) dBA when adjacent to industrial property.

b) Development Requirements:

- (i) Technical Advisors – All shooting range facilities shall apply for and have a Range Technical Team Advisor from the National Rifle Association (NRA) or an equivalent organization inspect and evaluate the design and construction of the range according to the guidelines specified by the NRA's Range Source Book: A Guide To Planning and Construction, current addition, and follow the suggestions made by the advisor.
- (ii) Setbacks – All shooting stations and targets in an outdoor facility shall be located a minimum of 300 feet from any property line and the surface danger zone shall be contained within the property boundary line of the range facility.
- (iii) Distance Separation – For all outdoor facilities the distance between the range facility and any occupied residential or non-residential building along any target line shall not be less than ½ mile.

- (iv) Warning Signs – Warning signs meeting National Rifle Association (NRA) guidelines for shooting ranges shall be posted at 100 feet intervals along the perimeter of the shooting range facility.
- (v) All other local, state, and federal laws and regulations shall be adhered to in the construction and operation of proposed range facilities. (Amd. 10-20-2020)

470.04 Lot Area, Lot Width, and Yard Setback Standards

The following lot area, lot width, and yard setback standards shall apply to all lots within the SRE District:

1. Minimum Lot Area

All lots within the SRE District shall be a minimum of 1 acre in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021, 12-21-2021)

2. Minimum Lot Width

The minimum width for all lots in the SRE District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot widths shall apply:

Table 470.04.2 Lot Width Requirements for the SRE District		
Road / Street Classification	Minimum Lot Width	
	Lots without CAD*	Lots with CAD*
Local Road	200 feet	100 feet
Minor Collector Road	300 feet	150 feet
Major Collector Road	400 feet	200 feet
Minor Arterial Road	600 feet	200 feet
Major Arterial Road	No Access	No Access
* Lots sharing a common access drive (CAD) with (an) adjacent lot(s) shall be permitted to have a reduced width as shown in the above table.		

(Amd. 12-21-2021)

3. Maximum Lot Coverage

The maximum lot coverage in the SRE District shall be thirty-five percent (35%). (Amd. 6-15-2021)

4. Front Yard Setbacks

All front yard setbacks, as defined in Chapter 300, shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the SRE District shall be as follows:

Table 470.04.4 Front Setback Requirements for the SRE District			
Road / Street Classification	Minimum Front Setbacks For:		
	Principal Buildings / Structures	Parking and Circulation	Sports Fields
Local Road	40 feet	20 feet	40 feet
Minor Collector Road	40 feet	20 feet	80 feet
Major Collector Road	50 feet	30 feet	100 feet
Minor Arterial Road	60 feet	40 feet	120 feet
Major Arterial Road	n/a	n/a	150 feet

5. Side Yard Setbacks

The side yard setbacks in the SRE District shall be as follows:

- a) When any lot in the SRE District adjoins any lot zoned in any residential district the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 30 feet for any loading, delivery, and service areas.
 - (iii) 50 feet for all buildings and structures.
 - (iv) 50 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.
- b) When any lot in the SRE District adjoins any lot zoned in any non-residential district the minimum side yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service areas.
 - (iii) 30 feet for all buildings and structures.
 - (iv) 30 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering adjacent property.

6. Rear Yard Setbacks

The minimum rear yard setbacks in the SRE District shall be as follows:

- a) When the rear lot line of any lot in the SRE District adjoins any lot zoned in any residential district the minimum rear yard setbacks shall be as follows:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 50 feet for all structures, loading, delivery and service areas.

- (iii) 50 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.
- b) When the rear lot line of any lot in the SRE District adjoins a lot in any non-residential district the minimum rear yard setbacks shall be as follows
 - (i) 30 feet for all buildings, parking, vehicular circulation and loading, delivery, and service areas.
 - (ii) 30 feet for any outdoor sports field or court including any required outfield areas and perimeter buffers required to prevent stray equipment from entering private residential lots.

470.05 Building and Development Standards

The following building and development standards shall apply to all uses and lots in the SRE District:

1. Building Construction

All uses within the SRE District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 12-21-2021)

2. Temporary Buildings and Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 12-21-2021)

3. Building Height

The maximum height of all structures in the SRE District shall be 28 feet, measured as defined in Chapter 300 of this Resolution.

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the SRE District:

- a) Main Entries – All buildings within the SRE District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance of each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.
- b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the SRE District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 10-20-2020, 12-21-2021)

470.06 Loading, Delivery and Service Areas

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

470.07 Off-Street Parking

Off-street parking for all uses in the SRE District shall be provided at the time of construction of the main structure, building, or outdoor sports facility with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the SRE District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 6-21-2021)

470.08 Landscaping

All uses within the SRE District shall be landscaped in accordance with Chapter 620 of this Resolution.

470.09 Signage

All signs located within the SRE District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

470.10 Lighting

All exterior lighting within the SRE District shall strictly adhere to the requirements of Chapter 630 and the following standards:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the SRE District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)

Chapter 500 – Planned Development District (PD)**500.001 Planned Development District (PD) Generally**

The Planned Development District (PD) is established under the provisions of Ohio Revised Code 519.021(B) to promote the general public welfare, encourage the efficient use of land and resources, promote greater efficiency in providing public and utility services, and encourage innovation in planning and building of all types of development in accordance with the Comprehensive Plan. The regulations set forth herein are based on the premise that the ultimate quality of a built environment or development proposal is determined not only by the general classification of land uses, but also by the specific way in which such land uses are executed. In many cases, the subdivision regulations and standard zoning district classifications do not adequately regulate the design of buildings, the mix of uses, and the general character of development that are desirable in the Township. In accordance with the Comprehensive Plan and the above statements it is the intent of the Planned Development District to promote development that:

1. Provides an opportunity for a mix of open space and other uses not otherwise permitted within the standard zoning district classifications; and
2. Allows the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protects the community's natural resources by avoiding development on, and destruction of, sensitive environmental areas; and
3. Enables more extensive review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development; and
4. Assures compatibility between proposed land uses within and around the PD through appropriate development controls; and
5. Enhances the economy of the Township by making available a variety of employment opportunities and providers of goods and services; and
6. Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are imaginative in architectural design and are consistent with applicable plans for the area and are compatible with adjacent and nearby land uses. (Amd. 10-20-2020)

500.01 Residential Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to residential development are applicable:

1. A clustered neighborhood design is encouraged with a gross density which is in keeping with the Comprehensive Plan and the physical development potential of the area.
2. The utilization of conservation design principles and preservation of a substantial amount of permanent open space is encouraged, integrated into the development and providing for a pedestrian friendly environment.
3. In larger developments, a variety of different lot areas and architectural styles are encouraged to create an integrated and imaginative residential environment.
4. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur.
5. In areas identified on the comprehensive plan as "Higher Density Residential" it may be appropriate to consider single family or multi-family development at densities higher than those appropriate in other areas of the Township and where the Planned Development District will allow more creative site planning to accommodate these densities and provide

appropriate transitions between adjacent higher intensity uses and lower intensity uses.
(Amd. 10-20-2020, 12-6-2022)

500.02 Commercial and Office Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to commercial and office development are applicable:

1. Commercial and office development shall be properly managed and the development standards of the PD District clearly specified so that Township officials completely understand the design and impact of a development proposal.
2. A flexible and creative approach to commercial development is encouraged. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development.
3. A pedestrian friendly environment is encouraged, interconnecting with adjacent neighborhoods.
4. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur. (Amd. 12-6-2022)

500.03 Industrial Development Purpose and Intent

Along with the general purpose and intent of this District, the following additional purposes relative to industrial development are applicable:

1. The clustering of industrial uses is encouraged, along with flexibility and creativity in site design, in order to ensure that development is sensitive to and compatible with the Township's rural environment.
2. Industrial development shall be properly managed and the development standards of the PD District clearly specified so that Township officials completely understand the design and impact of a development proposal.
3. Master planning of an extended area is encouraged, which ensures a stable, unified industrial development having all necessary services and facilities.
4. A unified design is encouraged which allows for greater design flexibility and better integration into the Township's rural environment. This flexibility is intended to minimize potential negative impacts and conflicts with rural agriculture and residential development. (Amd. 12-6-2022)

500.04 General Provisions

1. Preliminary Development Plan and Detailed Development Plan

For purposes of this Chapter, plans including all supporting documentation adopted by the Township at the time of amendment of the Official Zoning Map to Planned Development District shall be referred to as the "preliminary development plan," and plans including all supporting documentation approved subsequent to such amendment but prior to the initiation of any development activities are referred to as the "detailed development plan."

2. Effect of PD District Approval

Each PD District is considered a separate and unique zoning district wherein a preliminary development plan, including associated regulation text describing the allowable uses and specific development standards, is adopted simultaneously with the application requesting amendment of the Official Zoning Map to apply the PD District designation. The preliminary development plan, as approved by the Township and as provided under Ohio Revised Code

Section 519.021(B), shall constitute the zoning regulations for and shall apply only to the property included within that particular PD District. Whenever there is a conflict or difference between the provisions of this Chapter and those of other provisions of this Zoning Resolution, the provisions of this Chapter shall prevail for the development of land within the PD District. Subjects not expressly covered by this Chapter or the applicable preliminary development plan shall be governed by the respective provisions found elsewhere in this Zoning Resolution that are most similar to the proposed use.

3. Subareas

Depending upon the size and complexity of the proposed development, different subareas may be established within a PD District. Each subarea may, if requested, be treated as a separate district with individual standards. However, only one preliminary development plan approval shall be issued for the entire development. For each subarea, the applicant shall indicate gross density, dwelling type, minimum development standards, and all other uses by type, size and location, and such information shall be reflected within the conceptual site plan, regulation text, or other appropriate document contained in the preliminary development plan.

4. Type of Action

The action of the Board of Township Trustees approving an amendment of the Official Zoning Map to Planned Development District pursuant to this Chapter and Chapter 230 of the Zoning Resolution shall be considered a legislative act, and subject to a referendum. After property has been rezoned to the PD District, any action related to the subsequent use or development of such property, as being in compliance with the regulations authorized to be established by this Chapter including any action taken on a detailed development plan, shall not be considered to be an amendment to the Zoning Resolution for the purpose of Section 519.12 of the Ohio Revised Code, but may be appealed pursuant to Chapter 2506 of the Ohio Revised Code.

5. Zoning Amendment

A change to an adopted preliminary development plan shall be considered to be a zoning amendment and shall be processed and reviewed according to the procedures set forth in Section 519.12 of the Ohio Revised Code and Chapter 230 of this Zoning Resolution. Whenever a preliminary development plan contains multiple subareas, an application for zoning amendment may be filed applicable to one or more subareas provided that the requested change will have no effect on the remaining subareas.

6. Development Plan

An application for approval of a detailed development plan shall be required to be submitted to the Township for approval prior to the initiation of construction and development in each phase or subarea of a PD District. Such detailed development plan shall be in substantial compliance with and consistent with the approved preliminary development plan for that PD District or any subarea thereof with respect to land uses, densities, architectural and landscape standards, and open space. Minor deviations from the approved preliminary development may be considered for approval during the detailed development plan review process by the Zoning Commission without requiring an applicant file for an amendment to the preliminary development plan as noted on Subsection 5 above. Deviations that may be considered minor, but do not limit the Commission's discretion in such matters, include:

- a) Adjustments to the layout or alignment of new roads or to the site layout that does not affect number of buildable lots, density, setbacks, or open space and does not increase access points to existing public roadways unless required by the County Engineer.
- b) Increases in residential lot areas or reductions in residential density provided such

changes do not reduce the required setbacks, decrease the required open space, or change the required architectural or development standards.

500.05 Previously Approved Planned Developments

Chapter 500 of the Zoning Resolution was amended on and the amendment in effect from and after April 20, 2015. Previously approved Planned Developments and all associated preliminary development plans, detailed development plans and supporting documentation adopted and in effect prior to April 20, 2015 shall continue in effect and be considered legally conforming under this Zoning Resolution. These previously approved Planned Development Districts shall continue to be governed pursuant to the regulations contained within any previously approved zoning plans, preliminary development plans, detailed development plans, and supporting documents. The regulations contained within any previously approved zoning plans, preliminary development plans, detailed development plans, and supporting documents may be modified in accordance with this Chapter, as amended. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

500.06 General Standards for Planned Developments

In order to achieve the purpose and intent of the Planned Development District and the Comprehensive Plan, the following general standards are hereby established for all Planned Developments within the Township.

1. Uses

Within the Planned Development District a creative mix of uses is encouraged provided it will establish an efficient and sustainable use of the land and infrastructure, and result in a well-integrated, pedestrian friendly development. Single use PD's may also be established by the applicant to encourage development that is more responsive to the land and environment than may be permitted through a standard zoning district. The following standards are established for uses in the PD District:

- a) Permitted Uses – Permitted uses within each PD District shall be clearly identified in the regulation text contained in the preliminary development plan submitted with the application for amendment the Official Zoning Map to Planned Development District. Any use not specified as a permitted or conditional use in the approved preliminary development plan shall be prohibited.

2. Densities

Densities within a PD District should be in conformance with the recommendations of the Comprehensive Plan and shall promote the efficient use of land and infrastructure. Proposed densities shall be clearly identified in the preliminary development plan submitted with the application for amendment of the Official Zoning Map to Planned Development District.

3. Setbacks and Yard Areas

All proposed required setbacks and yard areas within a PD District shall be identified in the preliminary development plan submitted with the application for amendment of the Official Zoning Map to Planned Development District. Setbacks and yard areas within PD developments shall be established to meet the following requirements:

- a) Setbacks within a PD District shall support the goals of the Comprehensive Plan for development that respects the rural character of the Township while promoting efficient use of the land and its resources.

- b) Setbacks shall be configured to appropriately balance open space and provide safe separation between buildings and uses.
- c) When a commercial or industrial use is proposed to be located adjacent to residential uses, perimeter setbacks and/or appropriate screening from the adjacent tract should be established within the PD District.
- d) To maintain the rural character of the Township, the setbacks from existing public roads should be larger than those established for new public roads established within the PD District.
- e) To the greatest extent possible new residential developments should be designed to minimize the number of homes where the rear lot lines or rear of the proposed dwellings front to existing and proposed roads. Where such conditions are to exist along existing public roads a minimum setback of 50' between the right-of-way of the public road and the rear lot lines, and a minimum of 80' between the right-of-way of the public road and the rear yard setback line of the lot. An increased landscape buffer shall be established for the entire length of road affected.

4. Public Improvements

A PD District should be developed at a minimum with the following improvements meeting the design standards of the County Engineer:

- a) Public roads shall be designed and constructed to the standards established by the County Engineer's Office.
- b) Means for safe pedestrian and bicycle access and circulation shall be provided. Pedestrian paths should be integrated into open space where applicable or allowed, with ownership and maintenance dedicated to the entity holding title to the open space.
- c) Storm water management facilities shall be provided as required by the County Engineer and State of Ohio.

5. Access

The preliminary development plan should require direct access, not through easement, to one or more dedicated and improved public roads. Provisions for future connections to other public roads or adjacent land shall be required if recommended by the Township, County Engineer or Regional Planning Commission.

6. Buildings

To promote the purpose and intent of the Planned Development District and the goals of the Comprehensive Plan, all applications for amendment of the Official Zoning Map to PD District shall detail the proposed design and development standards for all residential and non-residential buildings within the PD District. The following standards apply to all residential and non-residential buildings within a PD District.

- a) The physical relationship of buildings and other site improvements to one another and the surrounding area, as created by building mass, floor area, height, shape, location on the site, and setback, shall result in a harmonious development both within the PD District and in relation to its surroundings.
- b) The bulk and height of buildings within the proposed development shall be compatible with the surrounding area.
- c) Buildings, structures, and parking areas shall be designed and located in such a way to

conserve environmentally sensitive or unique natural, historic or cultural features.

- d) The preliminary development plan shall specify for all buildings and residences, at a minimum, the proposed exterior materials, floor area, height, roof shape and pitch.

7. Lighting

If applicable, a preliminary development plan shall include the type and description of all proposed street and parking lot lighting. Street lighting shall conform to the standards of the Union County Engineer and all lighting within the proposed PD District shall conform to the following:

- a) The lighting plan contained within the preliminary development plan shall specify the proposed pole and luminary design, maximum height, lighting source, wattage, shielding and any other information necessary to evaluate the lighting as proposed.
- b) The lighting plan be designed to promote an overall cohesiveness in the development of the plan and to minimize the amount of light pollution affecting the neighboring properties and the rural character of the township.
- c) Where no other regulations are provided within a preliminary development plan, the provisions of Chapter 630 of this Resolution shall govern exterior lighting.

8. Signage

All preliminary development plans shall include a signage plan and or standards for all uses and subareas within the PD District. Signage design and standards shall ensure a constant and comprehensive character throughout the project and compatible with the character of the Township and shall meet the following:

- a) All signs and graphics within the PD District shall be compatible in size, location, material, height, shape, color, and illumination.
- b) A detailed sign plan and standards shall be including within a preliminary development plan and shall include the design, layout and dimensions of all proposed ground, window and wall signs as well as the setbacks from the rights-of-way and the type and intensity of illumination.
- c) Signs shall contribute to an overall cohesive design, reflect simplicity, reduce visual clutter and compliment the rural character of the Township.
- d) Wall signs shall be controlled and designed in a manner to compliment the architecture of any proposed buildings. Ground signs shall be designed to relate to and share common elements with the proposed architecture.

9. Parking and Loading Areas

Parking and access requirements and standards shall be as defined in the preliminary development plan and shall meet the requirements of the Union County Engineer, the applicable fire regulations, and the following standards:

- a) Off-street parking and loading shall be provided for all non-residential buildings with adequate provisions for ingress and egress.
- b) Parking areas shall be designed to discourage large single expanses of parking and shall encourage smaller defined parking areas within the total parking system. Such parking areas shall be delineated and accentuated by landscaped areas.
- c) The layout of parking areas, service areas and related entrances, exits, signs, lighting,

noise sources or other potentially adverse influences shall be designed and located to protect the character of the area as well as those areas adjacent to the PD District.

- d) To minimize the environmental impacts of large parking areas shared parking between uses shall be encouraged and supported within the PD District. Where shared parking is desired the applicant shall submit a statement identifying how the parking is to be shared between the uses, and the percentage of parking and hours of parking allocated for each use.
- e) All service and delivery and loading areas for all uses shall be arranged and located to minimize the impacts and view of such uses throughout the development.

10. Landscaping

All preliminary development plans shall include a detailed landscape plan and standards for all areas, sub-areas, open spaces and uses with the proposed development. The following standards shall apply:

- a) All yards and open space not covered by structure, paving and the like shall be landscaped with lawn as a minimum.
- b) All vacant and undeveloped areas shall be kept seeded and maintained in such a manner as to prevent erosion of the property and excess drainage on adjacent land.
- c) Landscaping shall be designed to enhance architectural features, screen incompatible uses, emphasize pedestrian environments, provide shade for streets and parking lots and strengthen views and vistas.
- d) The landscape plan shall be designed to preserve and capitalize on the existing natural characteristics of the site and to promote overall unity in design.
- e) Landscape design and the specification and use of trees and plant materials shall discourage monoculture. For the purpose of this Section monoculture is defined as the dominance or overabundance of any one species that may expose the development to a substantial loss of plant material should said plant material be affected by pest or disease (ex. Emerald Ash Borer)
- f) Plant material specified in the landscape plan shall be indigenous and hearty to the area and shall be harmonious to the design and consistent with adjacent land uses.
- g) Street tree species native to the area shall be provided by the developer for all existing and proposed public streets and placed outside the public right-of-way in a maintenance easement. Size, shape, type and location of street trees shall be specified in the preliminary development plan.
- h) Landscape buffers between lots and the public road serving the PD District and buffers between lots and adjacent land should be placed in landscape easements or in dedicated open space areas.

11. Flood Plains and Environmentally Sensitive Areas

Floodplains within a PD District shall be protected from building or pavement encroachment through the following standards:

- a) A riparian buffer, having a width of not less than 50' as measured from the centerline of the stream, shall be provided along the entire length and on both sides of a river or perennial stream channel.
- b) Buffer areas shall be restricted from development and managed to promote the growth

of vegetation indigenous to the stream area capable of maintaining the structural integrity of the stream bank.

- c) A wetlands buffer should be provided for all wetlands required to be retained by the Army Corps of Engineers or the Ohio EPA. The buffer area should have a width of not less than 25' measured from the edge of the designated wetland. The buffer areas should not be disturbed other than necessary to establish and natural landscape and existing trees should be preserved and protected to the extent practicable.

12. Open Space

A PD District should have an open space component which is compatible with the size, nature and design of the development. A recommended minimum of 20 percent of the gross land area of a PD District containing a residential component, except as outlined in Section 500.07(4), should be set aside as open space for common use, preferably interconnected with other similar spaces within this or adjacent developments. For a PD District without a residential component, a minimum of 10 percent open space set aside is recommended. Open space shall be prohibited from further subdivision or development by deed restriction, conservation easement or other agreement, in a form satisfactory to the Township. This restriction from further subdivision or development shall also be noted in the preliminary development plan and the recorded plat.

a) Design Standards – The following design standards for open space should be followed:

- (i) Open space shall be fully integrated into the overall design and should, absent unique and special circumstances, meet all standards and guidelines contained herein. The types of uses, buildings and structures proposed to be permitted in the open space shall be specified in the preliminary development plan.
- (ii) Within a PD District, public uses may be proposed for natural areas and preserves, parks and other active recreational areas, and public facilities such as public schools, libraries and community centers may likewise be proposed. Access to all public uses shall be specified.
- (iii) In identifying the location of open space, the developer shall consider as priorities existing natural features such as natural woodlands, wetlands, identified species habitat, tree lines, stream and creek corridors, and FEMA designated 100-year floodplains.
- (iv) Retention ponds (wet basins) may be permitted in an open space reserve provided such ponds are designed and maintained as natural features that blend into the landscape. A landscape design for each retention pond shall be submitted with the preliminary development plan. Detention ponds (dry basins) should ordinarily not be permitted in the designated open space unless a part of a bioswale corridor.
- (v) Except for bike paths and pedestrians trails, open space should be unified and massed so that no open space is narrower in any direction than the development's average lot width. Open space should be platted as an open space reserve, including appropriate conservation easements.
- (vi) Open space should, when practicable, be interconnected with open space areas on adjacent parcels.
- (vii) In order to encourage the creation of large areas of contiguous open space, areas that should not be considered as open space include:
 - 1. Private road and public road rights-of-way;

2. Parking areas, access ways, and driveways;
 3. Required setbacks between buildings, parking areas, and project boundaries;
 4. Required setbacks between buildings and streets;
 5. Easements for overhead power transmission lines unless containing bike paths as part of an overall coordinated trail network;
 6. Minimum spacing between buildings, and between buildings and parking areas;
 7. Private yards;
 8. Areas of fee simple lots to be conveyed for residential dwelling uses;
 9. Other small fragmented or isolated open space areas that have a dimension less than 75 feet in any direction. (Excessive gaps and non-usable spaces between buildings are discouraged, or pedestrian walkways should be established.)
- (viii) Any open space intended to be devoted to active recreational activities should be of usable size and shape for the intended purposes.
- (ix) Any area within the open space that is proposed to be disturbed during construction or otherwise not preserved in its natural state, other than required setback areas, should be noted on the preliminary development plan and the method and timing of any restoration shall be set forth.
- (x) The open space, including any recreational structures and public facilities proposed to be constructed in such space, shall be clearly shown on the preliminary development plan.
- b) Open Space Ownership – Open space may be proposed to be owned by an association, the Township or other governmental entity, a land trust or other conservation organization recognized by the Township, or by a similar entity, or may remain in private ownership if appropriately restricted. The ownership of the open space shall be specified in the preliminary development plan and shall be subject to the approval of the Township. The methods of ownership, if approved as part of the preliminary development plan, may be as follows:
- (i) Offer of Dedication – The Board of Township Trustees or other governmental agency may, but shall not be required to, accept conveyance in the form of fee simple ownership of the open space.
 - (ii) Associations – Open space may be held by the individual members of a condominium association as tenants-in-common or may be held in common ownership by a homeowners' association, community association, or other similar legal entity. Documents shall be submitted with the preliminary development plan which will ensure compliance with the following requirements:
 - 1) Membership in the association shall be mandatory for all purchasers of lots in the development or units in the condominium.
 - 2) The association shall be capable of and responsible for maintenance, control, and insurance of common areas, including the open space.
 - 3) The association shall have the right and obligation to impose assessments upon its members, enforceable by liens, in order to ensure that it will have sufficient financial resources to provide for proper care and maintenance of the open space.
 - (iii) Transfer of Easements to a Public Agency or Private Conservation Organization – With the approval of the Board of Township Trustees, an owner may transfer

interest in conservation easements to a public agency or private non-profit organization, among whose purposes it is to conserve open space or natural resources, provided that:

- 1) The organization is acceptable to the Board of Township Trustees, and is public agency or a bona fide conservation organization that exists in perpetuity;
 - 2) The conveyance contains appropriate provisions for the interests to be conveyed to another acceptable public agency or organization, or to revert to an association as provided herein in the event that organization becomes unwilling or unable to continue carrying out its function; and
 - 3) A maintenance agreement approved by the Board of Township Trustees is entered into by the developer and the organization.
- c) Open Space Management and Maintenance – The owner of the open space shall be responsible for raising all monies required for operations, maintenance, or physical improvements to the open space through annual dues, special assessments, and valid and enforceable collection methods. The owner shall be authorized, under appropriate restrictions and covenants, to place liens on the property of residents within the PD District or any subarea thereof, who fall delinquent in payment of such dues and assessments. In the event that the organization established to own, operate and maintain the open space shall at any time after the establishment of the PD District fail to maintain the open space in reasonable order and condition in accordance with the approved detailed development plans, such failure shall constitute a violation of this Zoning Resolution.
- d) Transfer of Title of Open Space – Title to any open space required within a PD District which is included within any recorded subdivision plat of any section of the land zoned PD District shall be transferred to the entity approved for ownership of the open space prior to the sale of more than 75% of the lots or units within that subdivision section. (Amd. 10-20-2020, 12-6-2022)

500.07 Use-Specific Development Standards

In addition to the general development standards for Planned Development District provided for in this Chapter, the following use specific development standards are hereby established to further fulfill the purpose and intent of the PD District through the application of flexible land development techniques in the arrangement, design and construction of structures and their intended uses and the integration of open space within the development. These standards, as well as applicable plans for the area, are intended as general standards as circumstances dictate. The development standards filed and approved as part of the preliminary development plan shall establish the final requirements. The development policies include the following:

1. Low and Medium Density Residential Land Use

Future development of clustered subdivisions is anticipated to occur in those areas with centralized public utilities and shall be managed to protect the area's unique quality of life and semi-rural character. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities, the recommendations of the comprehensive plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. The following shall apply when calculating residential density within a PD District:

- a) Calculating Residential Density – While the densities of individual residential areas may vary within a large PD District, the calculation of density for the entire PD District shall be based upon the total number of dwelling units proposed for the total area devoted exclusively to residential use, including open space. Where open space is included within the calculation for residential density, such open space shall permanently remain as open space within the PD District unless specifically included in another duly approved zoning amendment in accordance with the provisions of this Resolution.
- b) Additional Density Considerations – Additional density for residential developments to be serviced by centralized utilities may be permitted in certain unique and special instances such as those where: the open space set-aside far exceeds the minimum recommended ; additional and substantial site amenities are provided; the development incorporates rural design characteristics into the overall design of the site and maintains compatibility with the surrounding or planned land uses; the design of the development preserves, protects and enhances the natural and historic resources located on the site; and storm water and other environmental impacts are minimized and mitigated and natural features are enhanced.
- c) Lower Density Considerations – In addition to the consideration for additional density as mentioned above, lower densities may be required for a residential development in certain unique and special instances such as those where: a large portion of the site is undevelopable due to its physical features such as existing bodies of water, steep slopes and similar characteristics, and where proposed residential development is not compatible with adjacent residential development patterns.

2. Higher Density Residential Land Use

Future development of higher density land uses is expected to occur in areas so designated in the Comprehensive Plan as being suitable for such uses. These areas provide an opportunity to serve differing housing needs within the community and establish an effective transition between more intense commercial and office land uses, and lower density residential uses. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities, the recommendations of the comprehensive plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. In addition, increases in density should be supported for increased architectural and landscape standards and creative site planning that contributes to the desirability of the community.

3. Agriculture and Rural Residential Land Use

It is anticipated that portions of the Township will remain principally agricultural in nature, especially in those areas where centralized utilities are not anticipated to be provided. Development standards within these areas should encourage a development pattern that minimizes impacts and intrusions to agriculture, such as clustering homes on new streets and not along existing road frontage and designating agricultural-exclusive areas.

4. Residential Conservation Development

Within the Comprehensive Plan there exists recommendations for residential development in certain areas that adheres to conservation development principles. These principles promote more compact development patterns in exchange for the preservation of important existing environmental and natural features and the set aside of significant amounts of open space. These types of developments reduce infrastructure costs for the developer, help to maintain a more open, rural feel for the Township, promote a more efficient use of land, and provide a mechanism to preserve important natural features and incorporate them into a development

strategy. Land developed with conversation development principles shall adhere to the following standards:

- a) Uses – PD Districts designed using conversation development principles may be permitted to contain a mix of uses provided that all proposed uses are identified in the preliminary development plan and application as specified in Section 500.08.
- b) Density – The overall residential density of a PD District designed using conversation development principles should conform to the recommendations and intent of the Comprehensive Plan and shall be identified in the preliminary development plan and application per Section 500.08.
- c) Lot Area – The intent of a PD District designed using conversation development principles is to allow smaller lot areas and more compact development patterns in exchange for a higher percentage of dedicated open space and natural lands. To accomplish this goal, lot shall be flexible within a PD District designing using conversation development principles and shall be established by the approved preliminary development plan. All lots less than two acres in area shall be serviced by public sewer and water systems. Proposed lots with an area of 2 acres or more shall be served by either public sewer and water services or on site treatment and well systems subject to the approval of the Union County Engineer and Union County Health Department.
- d) Dedicated Open Space – All PD Districts designed using conversation development principles shall comply with the following minimum requirements regarding open space:
 - (i) The minimum amount of open space to be provided is recommended to be 40% of the total acreage of the property being included in the PD District. Development of smaller parcels may be considered for a reduction in the open space requirements provided that the recommendations of (ii), (iii), and (iv) below still apply.
 - (ii) All PD Districts designed using conversation development principles shall strive to utilize open space to preserve natural features including but not limited to floodplains, waterways, stream buffers, steep slopes, woodlands, wetlands and natural habitats or shall be designed to preserve significant amounts of agricultural lands.
 - (iii) Open space shall meet all other requirements of Section 500.06(12).

5. Commercial and Office Land Use

Commercial and office development should be clustered in areas serviced by centralized utilities and adequate roadway systems. The density of general commercial development should not exceed 10,000 square feet per acre, absent special circumstances. This density calculation will ordinarily be based upon the total square footage proposed for the entire area devoted exclusively to commercial and office development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. In addition a higher density may be approved to accommodate mixed use projects and other innovative and sustainable planning features. Design standards should be incorporated into the preliminary development plan which will improve the aesthetic quality of this type of development.

6. Industrial Land Use

Light industry, research and development, and related office uses should be clustered in areas serviced by centralized utilities and adequate highway accessibility. Absent special circumstances, density should not exceed 10,000 square feet per acre. This density calculation will ordinarily be based upon the total floor area proposed for the entire area devoted exclusively to industrial development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the

project with surrounding or planned land uses. The industrial areas should only develop in conjunction with centralized utilities. These areas should be master planned and well-coordinated, and not developed in a piecemeal (lot by lot) way. Access should be shared. Design standards should be incorporated into the preliminary development plan which will improve the aesthetic quality of this development type. In addition, all industrial uses developed under the PD District shall conform to the following standards:

- a) Fire and Explosion Hazards – All activities, including storage, involving flammable or explosive materials shall include the provision of adequate safety devices against hazard of fire and explosion. All standards enforced by the Occupational Safety and Health Administration shall be adhered to. Burning of waste materials in open fire is prohibited, as enforced by the Ohio Environmental Protection Agency.
- b) Air Pollution – No emission of air pollutants shall be permitted which violate the Clean Air Act of 1977 or later amendments as enforced by the Ohio Environmental Protection Agency.
- c) Glare, Heat, and Exterior Light – Any operation producing intense light or heat, such as high temperature processing, combustion, welding, or other shall be performed within an enclosed building and not visible beyond any lot line bounding the property whereon the use is conducted.
- d) Dust and Erosion – Dust or silt shall be minimized through landscaping or paving in such a manner as to prevent their transfer by wind or water to points off the lot in objectionable quantities.
- e) Liquid or Solid Wastes – No discharge at any point into any public sewer, private sewage disposal system, or stream, or into the ground, of any materials of such nature or temperature as can contaminate any water supply or interfere with bacterial processes in sewage treatment, shall be permitted. The standards of the Ohio Environmental Protection Agency shall apply.
- f) Vibrations and Noise – No uses shall be located and no equipment shall be installed in such a way as to produce intense, earth-shaking vibrations which are discernable without instruments at or beyond the property line of the subject premises. Noise standards of the Ohio Environmental Protection Agency shall be adhered to.
- a) Odors – No use shall be operated so as to produce the continuous, frequent or repetitive emission of odors or odor causing substances in such concentrations as to be readily perceptible at any point at or beyond the lot line of the property on which the use is located. The applicable standards of the Ohio Environmental Protection Agency shall be adhered to. (Amd. 10-20-2020, 12-6-2022)

500.08 Procedure for Amending to the PD District

In addition to the procedure set forth in Chapter 230 of this Resolution, all applications for amendments of the Official Zoning Map to PD District shall follow the procedures hereinafter set forth in Section 500.08, hereof.

1. Pre-application Meeting

The applicant is encouraged to engage in informal consultations with staff from the Township and the Union County subdivision authorities (e.g., Regional Planning Commission, County Engineer, Board of Health, etc.) prior to formal submission of an application for amendment of the Official Zoning Map to PD District. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure or formal approval required by Township or County regulations. Ohio's Open Meetings Law (Section 121.22 of the Revised Code) is required to be observed at pre-application meetings involving a quorum of members of the Zoning Commission.

2. Application

The owner(s) of any property may request that the property be rezoned by amending the Official Zoning Map to Planned Development District for that property by filing fifteen (15) copies of an application for such amendment with the Zoning Commission, which application shall contain:

- b) Name, address and telephone number of the owner and applicant;
- c) Name, address and telephone number of the urban planner, architect, landscape architect, surveyor and/or engineer assisting in the preparation of the application or preliminary development plan;
- d) Legal description of the property and the address of the property;
- e) Description of existing uses;
- f) Present zoning district;
- g) A vicinity map at a scale approved by the Zoning Commission showing the relationship of the proposed PD District to the adjacent properties, existing roads and public service facilities in the area;
- h) A list of the names and addresses of the owner or owners of the property, the applicant, and all owners of property which are within, contiguous to and directly across the street from the subject property as such addresses appear on the County Auditor's current tax list; and
- i) Any other matter or information deemed necessary or relevant by the Zoning Commission for the proposed amendment.

3. Proposed Preliminary Development Plan

In addition to the application required herein, fifteen (15) copies of the proposed preliminary development plan shall be submitted with the application. The proposed preliminary development plan shall be prepared and endorsed by a certified or licensed planner, architect, landscape architect, engineer and/or surveyor, with all mapping to be at a scale of at least 1" = 100', and shall include, in text and map form, the following:

- a) A conceptual site plan of the proposed PD District, including any proposed subareas, any proposed buildings other than single-family dwellings or two-family dwellings, any functional use areas, circulation patterns, and their relationship.
- b) Proposed densities, number of lots and dimension parameters, and building intensities.
- c) Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
- d) Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
- e) Relation to existing and future land use in surrounding area.
- f) Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
- g) Proposed traffic and pedestrian circulation pattern, indicating both public and private streets and highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
- h) An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.
- i) Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.

- j) A preliminary traffic study completed to the requirements of the Union County Engineer or correspondence from the County Engineer's Office or other relevant public agency that a traffic study is not required for the proposed development.
- k) General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
- l) Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
- m) Projected schedule of site development.
- n) Evidence that the applicant has sufficient control over the land to carry out the proposed development.
- o) Regulation text for development in the proposed Planned Development District. That text shall set forth and define the uses to be permitted in the proposed Planned Development District and the development standards applicable to the proposed District. The regulation text is intended to guide all development of the property proposed to be designated as a Planned Development District by the application.
- p) The regulation text provided for in subsection (o), above, shall cover all appropriate zoning regulations for the proposed PD District including, without limitation, the following:
 - (i) All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.
 - (ii) All maximum height and size requirements of buildings, mechanical areas and other structures.
 - (iii) All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.
 - (iv) All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.
 - (v) All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.
 - (vi) All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjacent areas.
 - (vii) All proposed signage and graphic standards, including height, setback, square footage, colors, corporate logos and type.
 - (viii) All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.
 - (ix) All exterior architectural design standards, including material, color and styles.
 - (x) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the preliminary development plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed preliminary development plan;
 - (xi) Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.
 - (xii) Accessory structure standards and limitations.
 - (xiii) Open space area, uses and structures, including proposed ownership and sample controlling instruments.
 - (xiv) Any other regulatory area or matter deemed necessary or relevant by the Zoning Commission.

- (xv) The regulation text should contain the following provision: All development standards not specifically addressed by the regulation text shall be regulated by those general development standards set forth in the Zoning Resolution.

4. Basis of Approval

In determining whether or not to approve an application for amendment of the Official Zoning Map to Planned Development District, the reviewing authorities shall consider all relevant factors and circumstances including, without limitation, the following:

- a) Whether the proposed development is consistent in all aspects with the purpose, policies, criteria, intent, and standards of this Zoning Resolution;
- b) Whether the proposed development is in conformity with the applicable plans for the area or such portion thereof as may apply, or whether the benefits, improved arrangement and design of the development justify any deviation there from;
- c) Whether the proposed development promotes the public health, safety and general welfare of the Township and the immediate vicinity;
- d) Whether the proposed plan meets the design features contained in this Resolution;
- e) Whether the proposed development is in keeping with the existing or planned land use character and physical development potential of the area;
- f) Whether the proposed development will be compatible in use and appearance with surrounding or planned land uses;
- g) Whether the development will have a beneficial or an adverse effect upon the Township and other governmental services.
- h) Whether the area surrounding the development can be planned, zoned and developed in coordination and substantial compatibility with the proposed development.
- i) Whether the existing and proposed utility and governmental services are adequate for the population densities and nonresidential uses proposed.
- j) Whether the development promotes greater efficiency in providing public and utility services and encouraging innovation in the planning and building of all types of development;
- k) Whether the development can be made accessible through existing or future roadways without creating unreasonable traffic congestion in the immediate vicinity of the proposed development or elsewhere in the Township;
- l) Whether the development is located and designed in such a way as to minimize any unreasonable adverse impact on existing residential or agricultural areas of the Township; and
- m) Whether the benefits, improved arrangement and design of the property to be developed justify rezoning the tract to the PD District.

5. Effect of Approval

- a) The action of the Board of Township Trustees in approving an application for amendment to a PD District and a preliminary development plan shall constitute an amendment of the Official Zoning Map for the subject tract to the PD District permitting development and use of said land and any structures thereon in accordance with the development standards contained in the preliminary development plan. However, in a PD District, no use shall be established and no structure shall be constructed or altered on any part of said tract, until there is submitted a detailed development plan for said part of said tract, and until the detailed development plan is approved by the Zoning Commission.
- b) The approval of the preliminary development plan shall be for a period of five (5) years, to allow for the preparation of a required detailed development plan(s). Unless the Board of Township Trustees approves such an extension of this time limit, upon the

expiration of such period, no use shall be established and no building, structure or improvement shall be constructed until an application accompanied by a new preliminary development plan has been filed with and approved by the Board of Township Trustees, and such application for approval shall be subject to the same procedures and conditions as an original application for the preliminary development plan approval. This new application shall comply with the terms of the Zoning Resolution then in effect at the time of filing, including, without limitation, any zoning amendments enacted from and after the date of the initial request to designate the property Planned Development District. In addition, the Board of Township Trustees or Zoning Commission may initiate a zoning amendment to amend the Official Zoning Map for the tract to a previous zoning district or to another similar standard zoning district upon expiration of the preliminary development plan approval period.

6. Extension of Time for Preliminary Development Plan

Upon application by the owner(s), the Board of Township Trustees may extend the time limit provided by Section 500.08 5(b), above. Such extension may be given after application by the applicant showing the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved preliminary development plan, and that such extension is not in conflict with the general health, safety and welfare of the public. (Amd. 10-20-2020, 12-6-2022)

500.09 Detailed Development Plan

1. Application

In a PD District, no use shall be established and no structure shall be constructed or altered until a Development Plan for each such use and/or structure has been approved by the Zoning Commission. An application, in a form approved by the Zoning Commission, shall be completed by the property owner and submitted with the Development Plan. A total of 15 copies of the application and supporting material shall be submitted. The application form shall be provided by the Zoning Inspector. All mapping shall be prepared using the County's graphic standards.

2. Proposed Detailed Development Plan Contents

In addition to the application required herein, 15 copies of the detailed development plan shall be submitted with the application. The detailed development plan, which may be submitted for the entire development or an individual phase, shall contain, in text and map form, the following information at a minimum:

- a) Proposed name of the development and its location;
- b) Names and addresses of owners and developers;
- c) Date, north arrow and plan scale. Scale shall be one-inch equals 100 feet or larger scale;
- d) Boundary lines of the proposed development and the total acreage encompassed therein;
- e) Locations, widths and names of all existing public streets or other public ways, railroad and utility rights of way or easements, parks and other public open spaces, permanent structures, and section and corporation lines within or adjacent to the tract;
- f) Existing sewers, water mains, culverts and other underground facilities within the tract, adjacent to the tract or that will be used in developing the tract, indicating pipe sizes, grades and locations;
- g) The lot lines of adjacent tracts, parcels or lots;

- h) Residential density, dwelling types, nonresidential building intensity and specific uses to be included within the proposed development, specified according to area or specific building location;
- i) Existing ground configuration, drainage channels, wooded areas, watercourses and other significant physical features;
- j) Layout of proposed streets, including their names and rights of way, easements, sewers, water lines, culverts, street lighting and other major improvements;
- k) Layout, numbering and dimensions of lots if more than one;
- l) Anticipated building envelope and general architectural style and character of proposed structures;
- m) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant and for the dedications;
- n) Building setback lines with dimensions;
- o) Tentative street grades and sewer size slope;
- p) Traffic circulation, parking areas, curb cuts and pedestrian walks;
- q) Landscaping plans, including site grading and landscape design;
- r) Engineering feasibility studies of any anticipated problems which may arise due to the proposed development as required by the Zoning Commission;
- s) For other than detached single-family structures, provide:
 - (i) Drawings for buildings to be constructed in the current phase, including floor plans, exterior elevations and sections;
 - (ii) Color rendering of buildings(s), complete with a listing of all colors, including Pantone 1999-2000 Reference Numbers or if Pantone is not available, the manufacturer's reference/serial number with sample, and materials, with samples to be used;
 - (iii) Building locations depicting the bulk, height and spatial relationships of building masses with adjacent development;
 - (iv) Intended measures to screen rooftop mechanical equipment from view;
- t) A detailed signage and exterior lighting plan;
- u) Accommodations and access for emergency and firefighting apparatus;
- v) The management plan or mechanism to provide for the perpetual maintenance of all open space, landscaping, buffers and shared parking areas by the ultimate owner and/or user and the controlling instruments;
- w) Location of open space area and designation of intended uses; and
- x) Any additional information as may be required by the Zoning Commission.

3. Zoning Commission Action on Detailed Development Plan

After receipt of the completed application materials and payment of required fees, the Zoning Commission shall schedule a public hearing to be held within a reasonable amount of time and shall provide the applicant written notice at least ten (10) days prior to the date of the hearing. The Zoning Commission shall render a decision on the application within thirty (30) days after the conclusion of the public hearing. In determining whether or not to approve an application for detailed development plan approval, the Zoning Commission shall consider and approve a detailed development plan upon a finding of substantial compliance with the approved preliminary development plan.

4. Commencement of Development

The approval of a detailed development plan shall be effective for a period of five (5) years in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the commencement of construction following the issuance of a

zoning certificate(s). If no plat has been recorded within this approval period or, if platting is not required, if construction or other affirmative actions, efforts, planning or other expenditures has not commenced, or unless the Zoning Commission approves an extension of this time limit, a detailed development approval shall expire. Upon the expiration of a detailed development, the subject parcel(s) shall remain zoned PD District, but no use shall be established or changed, and no building, structure or improvement shall be constructed until an application for a detailed development plan, accompanied by a new detailed development plan and all information required therewith, has been filed with and approved by the Township using the procedures and process established herein for the approval of a detailed development plan.

5. Extension of Time for Detailed Development Plan

Upon application by the owner(s), the Zoning Commission may extend the time limit provided by Section 500.09(4), above. Such extension may be given upon a showing of the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved preliminary development plan, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of the PD District.

6. Modification of Detailed Development Plan

An applicant seeking to modify an approved detailed development plan shall file an application for modification of the detailed development plan utilizing the same procedures and criteria as established for the approval of the initial detailed development plan. (Amd. 10-20-2020, 12-6-2022)

500.10 Fees

A fee as established by Schedule of Zoning Fees shall accompany an application requesting approval of an amendment the Official Zoning Map to Planned Development District or approval of a detailed development plan. In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by the Township in using professional consulting services to review the preliminary development plan or detailed development plan. These expenses may include, without limitation, costs for professional consultants such as architects, landscape architects, planners and engineers utilized by the Township in connection with reviewing the preliminary development plan or detailed development plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a preliminary development plan or detailed development plan, the Zoning Commission shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Commission shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Commission shall send the applicant written notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Fiscal Officer, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission shall consider the reasonable commercial rates of qualified professionals and

reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services. (Amd. 10-20-2020, 12-6-2022)

500.11 Phases

Developments within a Planned Development District may be approved for development in phases. Each phase shall require approval of a detailed development plan for that phase pursuant to the procedures set forth herein. Absent an extension of a preliminary development plan approved by the Board of Township Trustees, all phases shall be submitted for and receive approval of a detailed development plan within the time frame set forth in Section 500.09(4). (Amd. 10-20-2020, 12-6-2022)

Chapter 510 – Open Space District (OS)

510.001 Open Space District (OS) Generally

The purpose and intent of the Open Space District (OS) is to preserve and enhance public and private open space, natural areas, and improved park and recreation areas primarily for more passive recreational uses and preservation. These uses contribute to the open and rural character of the township and the quality of life for its residents and visitors. The establishment of this district promotes the Environmentally Sensitive areas & Open space objectives of the Jerome Township Comprehensive Plan. This district may be applied to lands owned by public and private entities that have been reserved for open space uses such as landscape corridors, habitat migration, wetlands, wildlife, lakes trails, parks, nature preserves, and similar uses. This district supersedes the SR-3 Special Recreation District in existence prior to the enactment of this Resolution.

510.01 Permitted Uses

Within the OS District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 712130 – Arboreta, Arboretums, Aviaries, Botanical Gardens, and Botanical Conservatories
2. 712190 – Nature Parks and Other similar Institutions
3. 713990 – Day camps
4. 713990 – Fishing clubs
5. 713990 – Recreational Horse Rental Services
6. 713990 – Recreational Horseback Riding
7. 713990 – Picnic Grounds
8. 713990 – Recreational camps
9. 713990 – Riding clubs & stables
10. 713990 – Trail riding
11. 812220 – Cemeteries, Mausoleums, and Memorial Gardens

510.02 Lot Area, Lot Width, and Yard Setback Standards

The following lot size and yard setback standards shall apply to all lots within the OS District:

1. Minimum Lot Area

All lots within the OS District shall be a minimum of 1.5 acres in area, or such larger area as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements. (Amd. 6-15-2021)

2. Minimum Lot Width

The minimum lot width for all lots in the OS District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot width shall apply:

Table 510.02.1 Lot Width Requirements for the OS District	
Road / Street Classification	Minimum Lot Width
Local Road	100 feet
Minor Collector Road	100 feet
Major Collector Road	200 feet
Minor Arterial Road	300 feet
Major Arterial Road	No Access

(Amd. 10-20-2020)

3. Maximum Lot Coverage

The total ground area occupied by all buildings and structures shall not exceed a maximum of 15 percent of the total area of the lot or tract.

4. Front Yard Setbacks

All front yard setbacks shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the OS District shall be as follows:

Table 510.02.2 Front Setback Requirements for the OS District		
Road / Street Classification	Minimum Front Setbacks For:	
	Principal Buildings / Structures	Parking and Circulation
Local Road	30 feet	20 feet
Minor Collector Road	30 feet	20 feet
Major Collector Road	40 feet	30 feet
Minor Arterial Road	50 feet	30 feet
Major Arterial Road	n/a	n/a

(Amd. 10-20-2020)

5. Side Yard Setbacks

The side yard setbacks in the OS District shall be as follows:

- a) When any lot in the OS District adjoins any lot less than 5 acres in area zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 30 feet for any loading, delivery, and service/maintenance areas.
 - (iii) 50 feet for all buildings and structures.
- b) For all other lots in the OS District the side yard setbacks shall be:
 - (i) 10 feet for all parking and vehicular circulation areas.
 - (ii) 20 feet for any loading, delivery, and service/maintenance areas.
 - (iii) 30 feet for all buildings and structures.

6. Rear Yard Setbacks

The minimum rear yard setbacks in the OS District shall be as follows:

- a) When any lot in the OS District adjoins any lot less than 5 acres in area zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
 - (i) 20 feet for all parking and vehicular circulation areas.
 - (ii) 50 feet for all structures, loading, delivery and service / maintenance areas.
- b) For all other lots in the OS District the rear yard setbacks shall be:
 - (i) 30 feet for all buildings, parking, vehicular circulation and loading, delivery, and service/maintenance areas.

510.03 Building and Development Standards

The following building and development standards shall apply to all uses and lots in the OS District:

1. Building Construction

All uses within the SRE District shall be housed in permanent structures constructed on solid foundations meeting all applicable regulations for the construction of such structures within the State of Ohio and Union County. (Amd. 10-20-2020, 12-21-2021)

2. Temporary Buildings and Structures

All temporary buildings and structures shall comply with the provisions of Chapter 600, Chapter 640, and all other applicable provisions of this Resolution. (Amd. 10-20-2020, 12-21-2021)

3. Building Height

The maximum height of all structures in the OS District shall be 30 feet, measured as defined in Chapter 300 of this Resolution. (Amd. 10-20-2020)

4. Building Design and Orientation on the Lot

The following standards apply to the construction of all buildings within the OS District:

- a) Main Entries – All buildings within the OS District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance of each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.

- b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the OS District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
- c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on any building elevation that fronts to a public roadway. All loading docks and loading areas shall be located on the side or rear elevations of the building. (Amd. 12-21-2021)

510.04 Loading, Delivery and Service Areas

All loading, delivery, service, or similar areas shall be screened in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

510.05 Off-Street Parking

Off-street parking for all uses in the OS District shall be provided at the time of construction of the main structure, building, or outdoor facility with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

1. Number of Parking Spaces Required

All uses in the OS District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

2. Parking Area Landscaping

All parking areas shall be landscaped in accordance with the provisions of Chapter 620. (Amd. 10-20-2020, 12-21-2021)

510.06 Landscaping

All uses within the OS District shall be landscaped in accordance with Chapter 620 of this Resolution.

510.07 Signage

All signs located within the OS District shall comply with the provisions of Chapter 615. (Amd. 10-20-2020, 12-6-2022)

510.08 Lighting

All exterior lighting within the OS District shall strictly adhere to the requirements of Chapter 630 and the following standards:

1. Maximum Height Requirements

The total height of exterior light fixtures used for parking lot and site lighting within the OS District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)

Chapter 525 – Innovation Planned Development District (IPD)**525.01 Nature of the District**

This Innovation Planned Development District (“IPD”) is an overlay district created pursuant to Section 519.021(C) of the Ohio Revised Code and intended to reflect the Board of Trustees’ comprehensive plan and vision for the IPD until such time as the Township decides to pursue a Township-wide comprehensive planning review into which this IPD would be incorporated. This IPD is intended to further the purpose of promoting the general public welfare, encouraging the efficient use of land and resources, promoting public and utility services, and encouraging innovation in the planning and building of appropriate Business Park, office and industrial uses. For purposes of this IPD, these uses are referred to generally as “Innovation Planned Development District Principal Business Park Uses” or “Business Park Uses”. This IPD also encourages the planning of appropriate Residential development which, for purposes of this IPD, are referred to generally as “Residential” uses. The IPD achieves these purposes by allowing for a unified development that:

1. Establishes an entry corridor standard for the Township.
2. Establishes signature greenways.
3. Integrates open space within developments with an emphasis on connectivity through the use of thoughtful multi-use paths and sidewalk connections.
4. Encourages the efficient use of infrastructure including paved surfaces and utility easements necessary for development.
5. Provides an opportunity for an appropriate mix of Residential and Business Park Uses.
6. Enables a review of design characteristics to ensure that the development project is properly integrated into its surroundings and is compatible with adjacent development.
7. Assures compatibility between proposed land uses within and around the IPD through appropriate development controls.
8. Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district yet are imaginative in architectural design, consistent with applicable public plans for the area and are compatible with surrounding land uses.

The IPD is intended to emphasize the development of the Business Park Uses in order to attract quality jobs and quality economic development opportunities to Jerome Township. The IPD provides for limited Residential Uses in support of the Business Park Uses by offering high quality housing to Township residents and persons employed within the Township.

Targeted quality developments include, but are not limited to, the following industries:

1. Advanced Manufacturing
2. Focused Innovation and Technology
3. Clean Manufacturing and Distributing
4. Insurance and Financial Services
5. Health Care Companies and Education
6. Corporate Headquarters
7. Research & Development

This IPD is specifically intended to preclude bulk warehousing uses in favor of advanced manufacturing, manufacturing, office, technology, and related uses. The advanced manufacturing, manufacturing, office, technology, and related uses are considered more compatible with the essential character of the area. These uses are also consistent with the Township’s economic development planning for the area. It will generally establish a strong

financial base for the Township now and in the future by maximizing income tax revenues applicable under a Joint Economic Development District. (Adopted 10-5-2021)

525.02 Overlay District Area Established

The IPD is created pursuant to Section 519.021(C) of the Ohio Revised Code. The IPD encompasses, includes, overlays and rezones the area shown on the IPD overlay map entitled: "Innovation Planned Development District Map" (the "IPD Map"). The IPD Map is attached hereto and incorporated herein as Attachment 1, and is hereby adopted as the Official Zoning Map for the IPD as part of this amendment. The existing zoning regulations and zoning districts for such area shall continue to apply to all parcels within the IPD unless the Zoning Commission approves an application under this Chapter to subject the parcels to the provisions of the IPD. Subject to all applicable laws and regulations, existing residential properties using septic systems in the IPD will not be required to tap into water and sewer lines that may be extended to or through property within the IPD. The supporting roadway network consists of Kile-Warner Road, Warner Road, and the future extended Houchard Road which will be developed through detailed development plans(s) or infrastructure agreements. Parcels within the IPD shall apply in accordance with the provisions of this IPD for detailed development plan approval, in compliance with the provisions of this IPD. The approval of a detailed development plan by the Zoning Commission is a ministerial act and shall not be considered an amendment to the Zoning Resolution. (Adopted 10-5-2021, Amd. 12-6-2022)

Attachment 1 - Planned Development District Map

525.03 Permitted Uses by Subarea

Permitted, Conditional and Accessory Uses, by subarea, are hereby established in Attachment 2. Uses not permitted herein are prohibited. Furthermore, Package Delivery or Parcel Delivery is expressly prohibited.

Accessory uses are permitted only in connection with a permitted or approved conditional use on the same property or within the same development and must be clearly subordinate and incidental to that use. Permitted principal uses are permitted as accessory uses.

Use-specific Standards. The following requirements shall apply in addition to all other applicable development regulations for specific types of uses as set forth in Attachment 2, for Subarea Ia, Ib, Ic, IIa, IIb, IIc, IId, IIe, IIIa, IIIb, IIIc, IIId:

Bicycle Facilities: Bicycle racks are an accessory use to Business Park Uses. Placement to be shown on the detailed development plan.

Conference Centers. Facilities may be either freestanding or included within permitted hotels. Uses include accessory components such as banquet facilities and restaurants.

Child Day Care, Accessory Use. May be an accessory use to a principal use and shall comply with the requirements of R.C. Chapter 5104.

Drive-In/Drive-Thru. Facilities permitted as accessory use per Attachment 2, and must comply with the following additional requirements:

- (a) Stacking may not impede on-site or off-site traffic movement or circulation.
- (c) All menu boards, speakers, or service windows must be located on the side or rear of the

principal structure.

Eating and Drinking. Principal uses as permitted in Attachment 2, as a stand-alone use or as part of a larger retail center. As an accessory use, eating and drinking uses shall be integrated on the ground floor of another principal use. The following requirements shall apply for outdoor seating:

- (a) Speakers for amplified sound must not operate at a level greater than that to provide background music;
- (b) Advertising on furniture is prohibited;
- (c) A secure, enclosed area must be provided for the storage of furniture when not in use that will not interfere with pedestrian movement.

Entertainment and Recreation-Indoor; Entertainment and Recreation-Outdoor; Exercise and Fitness. Permitted as principal or accessory uses per Attachment 2.

Helipad/Heliport. Helipads and heliports are only conditionally permitted as accessory uses in conjunction with a medical, healthcare, or similar use.

Home Occupations. Home occupations are essential to creating a diverse economy, reducing long commuting times and supporting a sense of community. Permitted home occupations shall conform to the requirements of this IPD and the following requirements. Nothing in this IPD shall prevent or restrict a resident from having a home office or working from home as a "satellite" employee when such home office has no additional employees, has no regular in-home meetings or appointments, requires no signage or identification, and all of the work functions are contained entirely within the principal dwelling. Home occupations shall not include any kind of childcare, or other day care operations. Home occupations for purposes of this IPD shall not include limited or extended home occupations as defined by Zoning Resolution. A home occupation shall be carried on entirely within the principal residence in accordance with the following standards:

1. The home occupation shall be clearly incidental and secondary to the use of the dwelling for residential occupancy and there shall be no substantial indication of the non-residential use of the premises which is visible or apparent as viewed from off the premises.
2. No person, other than those residing on the premises, shall own or operate such occupation. Not more than 1 non-resident employee shall be employed at any one time in a home occupation.
3. There shall be no change in the outside appearance of the building or premises and no signage shall be approved for the home occupation.
4. No home occupation shall be conducted in any accessory building or structure.
5. No equipment or process shall be used in such Limited Home Occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment and/or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.
6. No noise associated with a home occupation, including musical instruction, shall be detectable off of the lot or premises or shall cause a nuisance to adjacent property owners.

7. No commercial vehicles having dual axles, designed for the transportation of cargo, including tractor-trailers, shall be used for the delivery of materials to or from the premises in conjunction with the conduct of a home occupation.
8. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.
9. There shall be no storage of equipment used in the home occupation.

Manufacturing and Assembly, Auxiliary Showroom. Areas constituting accessory uses associated with the principal use.

Office-flex. Space used for any combination of research and laboratory space, clean manufacturing and assembly, wholesaling and/or related showroom, warehousing and or distribution purposes and office.

Outdoor Display/Seasonal Sales. Outdoor displays and/or seasonal sales must be associated with the principal use of the property, depicted on the detailed development plan and conditional use permit must be obtained.

Personal, Repair and Rental Services; Retail. Principal uses per Attachment 2 as a stand-alone use or as part of a larger retail center. As a ground-floor accessory use to a larger permitted use, integrated establishments shall not exceed 20% of the ground floor of the structure, whichever is smaller.

Private Garages. Allowed as an accessory use to Residential Uses per Attachment 2. Private Garages may be attached to a dwelling unit(s) or stand-alone/detached from dwelling unit(s); may be single bay or 2 or more bays.

Renewable Energy equipment; Renewable Wind Equipment. Incorporation of renewable energy for individual uses or groups of uses within the IPD is highly encouraged subject to the following:

- (a) Ground-mounted equipment for the collection of geothermal energy is permitted only to the side or rear of the principal structure, and equipment must be adequately screened.
- (b) Ground-mounted equipment for the collection of solar energy (PV or thermal) is permitted to the side or rear of the principal structure and shall comply with applicable setback requirement
- (c) Rooftop and wall-mounted equipment for the collection of PV or thermal solar energy is permitted, and may encroach up to 18 inches beyond the maximum permitted height of the principal structure. Screening of visible structural supports without interfering in the operation of the units may be required to meet the intent of this IPD District.
- (d) Ground-mounted equipment for the collection of wind energy must be located to the rear of the principal structure. Both building-mounted and ground-mounted equipment are subject to conditional use approval in accordance with Chapter 240 of the Zoning Resolution.

Renewable Energy Facilities. Renewable energy facilities shall be located at least 750 feet from all residential districts or residential subarea of a planned development district, unless otherwise approved by the Zoning Commission. Property owners must sufficiently demonstrate that adequate measures are provided to minimize off-site impacts relating to the facility's operation. Requires conditional use permit.

Wireless Communications. Wireless communication uses, including telecommunication towers shall also comply with the standards provided in Chapter 655 of this Resolution. Requires conditional use permit.

Warehousing, Principal Use. Requires a conditional use permit.

Warehousing, Accessory Use. Warehousing may be greater than 50% of the total floor area of any other principal use, subject to conditional use approval where applicable per Attachment 2.

Wholesaling and Distribution Showroom. Any auxiliary showroom may be an accessory use associated with the principal use.

Attachment 2 – Innovation Planned Development District Uses Chart

525.04 Permitted Densities by Subarea

Permitted densities by subarea are hereby established in the IPD as provided in Section 525.06C. (Adopted 10-5-2021)

525.05 Permitted Building Size by Subarea

Maximum building size limitations by subarea are hereby established within the IPD and are designated in Attachment 3. Any use containing one or more of the following components shall be a conditional use for which a conditional use permit shall be applied for to the Board of Zoning Appeals which approval may be withheld pursuant to Section 525.11F(2) and Chapter 240 of the Zoning Resolution:

- (i) Greater than 300,000 square feet of gross floor area in one building;
- (ii) More than one (1) loading dock/bay door per 15,000 square feet in one building,
- (iii) Twenty (20) or more semitruck and/or truck trailer parking spaces not contained within the loading docks/bay doors,
- (iv) Outdoor storage
- (v) One (1) or more loading dock/bay door facing a public road

Whether or not the above component(s) are associated with a permitted or conditional use as provided on Attachment 2, the subject component(s) shall be deemed a conditional use. (Adopted 10-5-2021)

525.06 General IPD Standards

In order to achieve the stated purpose and intent of the IPD, the following general standards are hereby established for all applications within the IPD:

525.06A Setbacks, Lot Width, and Yard Areas. Setbacks, lot width, and yard areas shown on Attachment 3, Standards Chart are incorporated by reference herein.

525.06B Uses. Permitted, Conditional and/or Accessory Uses shall be clearly identified in the detailed development plan submitted with the application to apply the IPD to a given lot.

525.06C Densities. Densities for all Business Park Uses shall be calculated as the total floor area as measured in square feet for all buildings divided by the total gross property land area, including right of way, as measured in acres. Building Density will be expressed in square feet per acre or fraction thereof. Densities for Residential Uses shall be calculated as the total Residential Dwelling Units divided by the total gross land area, including right of way, as measured in acres (Dwelling Units per acre). Each Two-Family or Multi-Family Dwelling Unit, irrespective of the number of bedrooms per Dwelling Unit, is considered to be one

Residential Dwelling Unit. For Residential Uses, the maximum allowable density and maximum number of Dwelling Units shall be as follows:

Subareas Ic and IIb:

Two-Family and Multi-Family Dwelling Units: 12 units/gross acre (not by any particular single acre) within a development, parcel, or subarea; and, in combination with Detached Single-Family Dwelling Units, up to 600 total Two-Family, Multi-Family, and Single-Family Dwelling Units

Subarea IIb - Detached Single-Family Dwelling Units: 2 units/gross acre (not by any particular single acre); and, in combination with Two-Family and Multi-Family Dwelling Units (in both Subareas Ic and IIb), up to 600 total Two-Family, Multi-Family, and Single-Family Dwelling Units

Subareas IIc and IIe:

Detached Single-Family Dwelling Units: 2 units/gross acre; and up to 170 total Detached Single-Family Dwelling Units

525.06D Building Size. Business Park Uses building floor area shall be calculated as provided in the definition of Floor Area, Non-Residential in Chapter 300 of the Zoning Resolution.

525.06E Roadway, Stormwater Management and Access. The IPD shall be developed with all improvements meeting the applicable design standards of the Union County Engineer:

i) Public roads shall be designed and constructed to the standards established by the Union County Engineer's Office and/or Ohio law. Public or private roadway and pedestrian interconnectivity shall be permitted and encouraged, but not required, for Subareas Ic, IIa, and IIb to and from, among, and between adjacent properties in Madison and/or Franklin Counties.

ii) Storm water management facilities shall be provided as required by the Union County Engineer and State of Ohio. The Innovation Planned Development District shall follow applicable Ohio law and "Article 3 Drainage Design Standards" of the Union County Engineer Technical Design Standards. In addition to these standards, it should be noted that agricultural field tiles are for agricultural drainage purposes only and, in general, may not be used as an outlet of any development or stormwater facility except in instances where the field tile is the only available outlet of the site. Field tiles that are discovered or intercepted during construction shall be reconnected or connected into the proposed stormwater conveyance system. Designers preparing plans for development on existing agricultural lands shall, at a minimum, contact the respective County Engineer's Office and local Soil and Water Conservation District or if applicable, the Farm Service Agency to confirm the existence and location of existing tile systems, if any. Any plan information for field tile systems received from these agencies shall be shown on final engineering plans.

iii) A detailed development plan shall depict site access, including through easement(s), to one or more dedicated and improved public roads. Provisions for future connections to other public roads or adjacent land may be shown, as may apply. In addition, means for safe pedestrian and bicycle access and circulation shall be provided.

525.06F Buildings. The detailed development plan shall specify architecture for all Business Park Uses and residential buildings and shall include at a minimum, the proposed

exterior materials, size, height, roof shape and pitch. Notwithstanding the above, vinyl with 0.044" (nominal) thickness shall be an approved material for residential uses. Buildings shall be designed to be seen from three hundred sixty degrees (360°) and have the same caliber of finish on all elevations. Building additions and accessory structures, whether attached or detached, shall be of similar design, materials, and construction to that of the existing or principal structure. The architectural style and design of buildings shall create harmony and be compatible throughout the site. All materials used to construct buildings within the IPD shall be utilized in such a manner as to be architecturally and aesthetically compatible. Creativity in design is encouraged; however, that creativity shall be consistent with the goals and requirements established for the IPD.

525.06G Building Height. For Business Park Uses, no building or structure shall exceed fifty (50) feet in height. For Residential uses, no building or structure shall exceed two stories and a maximum of thirty-five (35) feet in height. Chimneys, flagpoles, parapets, cupolas and other similar architectural elements may exceed this height limitation by no more than eight (8) feet.

525.06H Impervious Area. The ground area occupied by all the buildings, structures, driveways, traffic circulation areas, parking areas, sidewalks and all other impervious surfaces shall not exceed in the aggregate eighty-five percent (85%) of the total area of the tract. Green roofs and pervious pavers/pavement shall not be included in impervious calculations. This calculation shall not be construed to include public rights of way.

525.06I Lighting. All detailed development plans shall include a lighting plan with the type and description of all proposed street and parking lot lighting. Lighting within the IPD shall conform with the provisions of Chapter 630 of the Resolution except as provided below:

- i) For County or Township roads, street lighting shall conform to the standards of the Union County Engineer.
- ii) The lighting plan shall specify the proposed pole and lantern design, maximum height, lighting source, wattage, shielding and any other information necessary to evaluate the lighting as proposed.
- iii) The lighting plan submitted with each detailed development plan shall be designed to promote an overall cohesiveness in the development of the plan and to minimize the amount of light pollution affecting the neighboring properties and the rural character of the Township.
- iv) Parking lot lighting specified within the IPD shall be limited in height to the minimum required to effectively illuminate the parking areas to all applicable standards and shall incorporate a "cut-off" type shielding to prevent light pollution on adjacent properties.
- v) For Residential uses, site lighting shall be required for each sub area, designed to sufficiently illuminate the site and minimize spillover from the property. Light poles shall not exceed twenty (20) feet in height and should be in harmony with the parcel, building, and parking lot size as well as the surrounding area. Parking lot lighting shall be of a standard light source and type. The style shall reflect a traditional design, ideally consistent throughout the corridor.
- vi) For Residential uses, building, pedestrian and landscape lighting may be incandescent, metal halide, LED or other sustainable lighting.

vii) For Residential uses, all parking lot areas exclusive of driveways serving garages shall have a maximum light intensity of twenty (20) foot candles and an average light intensity between one half (0.5) foot candle and three (3) foot candles.

viii) For Residential uses, all external lighting shall be decorative, cut-off type fixtures and downcast to reduce spillover. Outdoor lighting shall be directed, reflected, or shielded so as not to be of excessive brightness or cause glare hazardous to pedestrians or drivers, create a nuisance or unreasonably interfere with a neighboring property owner's right to enjoy his property. Light spillover shall not exceed one tenth (0.1) foot candles when adjacent to a Residential zoning district or an existing Residential use.

ix) For Residential uses, luminaries should have a minimum cut-off of forty-five (45) degrees, so as to provide glare control to pedestrian and vehicular traffic, as well as distinct beam cut-off on the outer perimeter of the setback areas.

x) For Residential uses, all landscape up-light fixtures shall be screened by landscaping and cut-off in design. This type of lighting shall be equipped with automatic timing devices and shielded and focused to minimize light spillover to adjacent properties.

xi) For Residential uses, no permanent colored lights or neon lights shall be used on the exterior of the buildings. Flashing lights shall be prohibited. External building lighting shall be limited to wall-mounted sconces and wall pack fixtures.

525.06J Signage. Signage design and standards shall ensure a constant and comprehensive character throughout the project and compatible with the character of the Township. Signage within the IPD shall conform with the provisions of Chapter 615 of the Resolution except as provided below:

- i) All permitted signs and graphics within the IPD shall be compatible in size, location, material, height, shape, color, and illumination.
- ii) A detailed sign plan and standards shall be submitted with the detailed development plan shall include the design, layout and dimensions of all proposed ground, window and wall signs as well as the setbacks from the rights-of-way and the type and intensity of illumination.
- iii) Signs shall contribute to an overall cohesive design, reflect simplicity, reduce visual clutter and complement the rural character of the Township.
- iv) Wall signs shall be controlled and designed in a manner to complement the architecture of the buildings and the development. Ground signs shall be designed to relate to and share common elements with the proposed architecture.
- v) Prohibited Signs. The following signs shall be prohibited:
 - 1. Any signs not specifically permitted by the express terms of this District.
 - 2. Any sign listed as prohibited in Section 615.03 of this Resolution
- vi) Permitted Signs. Permanent signs shall be those permitted in areas clearly designated herein and subject to the regulations of this Chapter. Permanent signs are permitted as follows:

1. Ground Mounted Signs – All Business Park Uses shall be permitted one monument sign per street frontage. The setback of such monument signs shall be 10 feet from any right-of-way line. Such signs shall have a maximum height of 8 feet and maximum display area of 64 square feet. All monuments shall be in harmony with the buildings on the site and shall not detract from the appearance of the general neighborhood.

2. Wall Signs – All Business Park Uses shall be permitted one wall. Whenever a Business Park Use fronts to two or more streets, one additional sign may be allowed per street frontage., The display area for wall signs for Business Park Uses shall be a maximum of 1 square foot per linear foot of roadway frontage, per wall/per frontage, with a maximum total display area of 200 square feet for all building frontages.

3. Joint Identification Signs – Joint identification signs shall be permitted as part of sign plan attached to an approved detailed development plan.

4. Off premise signs may be permitted as part of an approved sign plan that is part of and approved detailed development plan.

vii) Residential Development Entry Signs – A residential development shall be permitted one ground mounted monument sign at each vehicular entry to the development, subject to the following requirements:

1. Minimum Size of Development – For a residential development entry sign to be permitted, the residential development shall contain a minimum of 10 units constituting one development.

2. Setback – Such signs shall be set back a minimum of 10 feet from any right-of-way.

3. Height and Display Area – Residential development entry signs shall not exceed a total of 36 square feet in display area, and shall not exceed 10 feet in height.

4. Landscaping – Such sign shall incorporate landscaping features around the base of the sign.

viii) Temporary Signs, Permit Required

1. Construction / Development Signs – A sign advertising the construction or development of a property currently under construction shall be permitted as a temporary sign. Such signs shall be limited to 40 square feet per sign face or side in area and 8 feet in height and be a minimum of 10 feet from the public right-of-way. Permits granted for such signs shall be valid for a period of 24 months and may be renewed for 2 additional 1 year periods upon application to the Zoning Inspector.

ix) Signs Advertising the Sale of Undeveloped Land – Signs advertising the sale or lease of land available for development shall be permitted as a temporary sign. Such signs shall be limited to 32 square feet of display area per sign face or side and shall not exceed 8 feet in height. Permits granted for such signs shall be valid for a period of 1 year and may be renewed for 1 additional 1 year period upon application to the Zoning Inspector.

525.06K Parking and Loading Areas. Parking and access requirements and standards shall be as defined in the approved detailed development plan and shall meet the requirements of the Union County Engineer (if on street), the Township Fire Department, and shall conform with the provisions of Chapter 610 of the Resolution except as provided below:

- i) Off-street parking and loading shall be provided for all Non-Residential buildings with adequate provisions for ingress and egress.
- ii) Parking areas may be clustered in larger park fields in order to encourage the smaller the be aggregation and concentration of landscaping and other open space to create.
- iii) The layout of parking areas, service areas and related entrances, exits, signs, lighting, noise sources or other potentially adverse influences shall be designed and located to protect the character of the area as well as those areas adjacent to the development.
- iv) All service, delivery and loading areas for any use shall be arranged and located to minimize the impacts and view of such uses throughout the development.
- v) Required parking shall apply as set forth in Attachment 4 and may be modified in an approved detailed development plan. Parking requirements may be calculated on a building by building basis or with aggregate considerations, as determined by the Zoning Commission and reflected in the approved detailed development plan.
- vi) Landscape Islands – To reduce the effect of heat absorption and provide improved visual character in off street parking areas landscape islands shall be provided within all parking areas having 10 or more parking spaces in accordance with the following:
 - 1. Landscape islands shall be a minimum of 8 feet in width and 19 feet in length and shall have a minimum of 2-foot radius at the outside corners.
 - 2. Islands shall be provided at a rate of 1 island per each 12 parking spaces. Landscape areas located in the corners of parking areas shall count as ½ of a required landscape island.
 - 3. Within double rows of parking, islands shall be combined end to end and placed at the end of parking rows as a cap or between the sides of parking spaces in a row.
 - 4. Landscape islands shall be planted with grass and may be planted with trees or shrubs. If trees are provided, minimum size of plant materials at installations shall be as follows:
 - a. Shade Trees: 2" caliper
 - b. Ornamental Trees: 6' height
- vii) Design and Location - All parking and circulation areas shall, at a minimum, be designed to meet the following standards:
 - 1. Size – All parking spaces shall be a rectangular area not less than 9 feet in width by 18 feet in length with the exception of compact vehicle parking spaces or driveway and/or garage spaces.
 - 2. Compact Vehicle Parking Spaces – In parking areas where more than 25 parking spaces are required the owner may provide compact vehicle parking spaces in lieu of standard vehicle parking spaces for a maximum of 10 percent of the total number of parking spaces required subject to the following requirements:
 - 3. Compact vehicle parking spaces shall be a minimum of 8 feet in width and 16 feet in length. Compact vehicle parking spaces shall be clearly marked with an aluminum

sign measuring a minimum of 12 inches by 18 inches and permanently affixed to a building or signpost at the end of each space. Such sign shall be mounted at a minimum of 3 feet and a maximum of 4 feet in height as viewed from the center of the parking space.

4. Head in parking spaces shall be a minimum 9 feet in width by 18 feet in depth, but may be reduced for subcompact car or motorcycle parking, to 8 x 16 feet and 10% of the total spaces if greater than 25 spaces in the detailed development plan. Parallel parking spaces shall be a minimum of 8 feet wide by 20 feet long.
5. Drive aisles shall be not less than 20 feet in width.
6. Location – Required off-street parking facilities shall be located on the same lot as the structure or use served, except where joint or combined parking areas are permitted elsewhere by this Resolution.

525.06L Landscaping. All detailed development plans shall include a detailed landscape plan and standards for all areas, subareas, open spaces and uses with the proposed development. Landscaping within the IPD shall conform with the provisions of Chapter 620 of the Resolution except as provided below:

- i) All yards and open spaces not covered by structure, paving and the like shall be landscaped with lawn as a minimum. Artificial turf may be an acceptable covering material in limited quantities and areas as approved in the detailed development plan.
- ii) All vacant and undeveloped areas shall be kept seeded and maintained, treed or farmed in such a manner as to prevent erosion of the property and excess drainage on adjacent land.
- iii) Landscaping shall be designed to enhance architectural features, screen incompatible uses, emphasize pedestrian environments, provide shade for streets and parking lots and strengthen views and vistas.
- iv) The landscape plan, where possible and practical, shall be designed to preserve and capitalize on the existing natural characteristics of the site and to promote overall unity in design.
- v) Landscape design and the specification and use of trees and plant materials shall discourage monoculture. For the purpose of this section monoculture is defined as the dominance or overabundance of any one species that may expose the development to a substantial loss of plant material should said plant material be affected by pest or disease (ex. Emerald Ash Borer)
- vi) Plant material specified in the detailed development plan shall be indigenous and hearty to the area and shall be harmonious to the design and consistent with adjacent land uses.
- vii) For publicly dedicated streets, street trees shall be required at a rate of 1:40 feet. Tree species native to the area shall be provided by the developer for all existing and proposed public streets and placed outside the public right-of-way. Size, shape, type and location of street trees shall be specified in the detailed development plan. Street trees shall not be placed over utility lines and shall not interfere with the function or maintenance of roadways and drainage areas.

viii) Landscape buffer design shall be specified in the detailed development plan with terms for ownership and maintenance. The following landscape buffers shall be required:

1. Within the setback area along Industrial Parkway, in addition to the street trees required in Section 525.06K(vii), additional tree plantings shall be required at a quantity of five (5) trees per one hundred (100) linear feet. Trees may be ornamental, shade or evergreen. Additional features (mounding, fencing, walls etc. or an optional landscape treatment may be presented and approved with the detailed development plan.)

2. Within the setback area along the Houchard Road Extension, in addition to the street trees required in Section 525.06K(vii), additional tree plantings shall be required at a quantity of five (5) trees per one hundred (100) linear feet. Trees may be ornamental, shade or evergreen. In addition to these trees shall be an undulating earthen mound with a minimum height of three (3) feet. Additional features (fencing, walls etc. or an optional landscape treatment may be presented and approved with the detailed development plan.)

3. Within the setback area along the Warner Road, in addition to the street trees required in Section 525.06K(vii), additional tree plantings shall be required at a quantity of three (3) trees per one hundred (100) linear feet. Trees may be ornamental, shade or evergreen trees. In addition to these trees shall be an undulating earthen mound with a minimum height of three (3) feet. Additional features (fencing, walls etc. or an optional landscape treatment may be presented and approved with the detailed development plan.)

4. Adjacent to any property containing an existing residential dwelling, at installation, a fifty (50) foot buffer shall be required to screen the proposed use to a minimum seventy-five percent (75%) year-round opacity with a minimum height of eight (8) feet. Screening may include landscaping, mounding, fencing, walls or any combination thereof in order to achieve the opacity and height requirement. Where necessary to ensure adequate access, roads, driveways, and paths may be permitted within the fifty (50) foot buffer.

- a. The foregoing notwithstanding, in Subareas Ia, Ib, IIIa, and IIIc, for any property containing an existing residential dwelling and having frontage on Weldon Road, at installation, a one hundred (100) foot buffer shall be required to screen the proposed use to a minimum seventy-five percent (75%) year-round opacity with a minimum height of eight (8) feet. Screening may include landscaping, mounding, fencing, walls or any combination thereof in order to achieve the opacity and height requirement. Where necessary to ensure adequate access, roads, driveways, and paths may be permitted within the one hundred (100) foot buffer.

Street trees for signature entry roads (Houchard Road, Warner Road and/or Industrial Parkway) shall be maintained by the property owner, or property owner adjacent to the right-of-way wherein such street trees are planted, unless otherwise determined by the Township.

ix.) Minimum size of plant materials at installations shall be as follows:

1. Shade Trees: 2.5" caliper
2. Ornamental Trees: 8' height
3. Evergreen Trees: 8' height

525.06M Trash and Garbage Control. All trash and garbage for the Business Park Uses shall be stored in container systems (dumpsters or compactors) which are located at the rear of the building or at the side of the building if the side is not oriented towards an existing or planned right of-way(s) and must be enclosed on all four (4) sides with either a masonry enclosure or wood fencing a minimum of six (6) feet in height.

525.06N Utilities. All utility lines constructed to service the proposed development shall be located underground. Mechanicals, whether roof mounted or on the ground, shall be screened with architectural features and/or landscaping. Notwithstanding anything to the contrary, this provision shall not apply to high-tension electric transmission lines.

525.06O Other Requirements. Conflicts between this IPD and the Zoning Resolution shall be resolved first in favor of this IPD and all approved variances from these IPD standards, definitions and the general land uses as set forth herein. Unless specifically set forth by the standards contained in this Chapter 525 or those standards approved by divergence, the general development standards found in Article 6 of the Zoning Resolution shall apply. (Adopted 10-5-2021, Amd. 12-6-2022)

525.07 Flood Plains and Environmentally Sensitive Areas

Floodplains within the IPD shall be protected from building or pavement encroachment through the following standards:

525.07A. A riparian buffer, having a width of not less than 50' as measured from the centerline of the stream, shall be provided along the entire length and on both sides of a river or perennial stream channel.

525.07B. Buffer areas shall be restricted from development and managed to promote the growth of vegetation indigenous to the stream area capable of maintaining the structural integrity of the stream bank, with the exception of utilities, storm water management facilities and roadways. (Adopted 10-5-2021, Amd. 12-6-2022)

525.08 Open Space and Signature Greenways

The IPD is planned to include several foundational elements, including signature greenways, that set a tone and vision for open space components of the IPD and each individual development therein.

525.08A. The IPD main roadway network will be comprised of Industrial Parkway, Kile Road/Kile-Warner Road, Weldon Road, Warner Road and Houchard Road (extension). Applicable development standards and connectivity standards shall be as follows:

Industrial Parkway (west side)	10' Multi-Use Path (asphalt)
Warner Road (south side)	10' Multi-Use Path (asphalt)
Kile Road/Kile Warner Road (both sides)	5' Sidewalk (concrete)
Weldon Road (both sides)	5' Sidewalk (concrete)
Houchard Road	One side 5' Sidewalk (concrete)

	Other Side 10' Multi-Use Path (asphalt)
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525.08B. For Business Park Uses, a minimum of 10 percent (10%) of the total gross land area of any development proposed for detailed development plan approval is required for open space. For Residential uses, a minimum of 15 percent (15%) of the total gross land area proposed for detailed development plan approval is required for open space. Open space is intended for common use, preferably and intentionally interconnected with other similar spaces within the IPD or adjacent developments. In accordance with the provisions of Section 525.11, the applicant may request a divergence from the minimum requirements of this Section on the basis that providing said open space would be impractical or that the required open space is provided elsewhere or in another manner, or upon other such similar good showing.

525.08C. Open space shall be prohibited from further subdivision or development. This restriction from further subdivision or development shall also be noted in the detailed development plan and the recorded plat, if applicable.

525.08D. The following design standards for open space shall apply within the IPD District:

(i) Open space, where possible, may be integrated into the overall design of the IPD and shall, absent unique and special circumstances, meet the standards and guidelines contained herein. The types of uses buildings and structures proposed to be permitted in open space shall be specified in the detailed development plan.

(ii) For the purposes of the IPD, uses may be proposed for active or passive use and may include natural areas and preserves, walkways, pathways/greenways, parks, and/or other recreational areas, public facilities such as public schools, libraries, community centers or private community recreation facilities and clubhouses and amenities associated therewith. Access to all uses shall be specified.

(iii) In identifying the location of open space, the developer shall consider as priorities existing natural features such as natural woodlands, wetlands, identified species habitat, tree lines, stream and creek corridors, and FEMA-designated 100-year floodplains.

(iv) Storm water management facilities may be permitted in open space provided such ponds are designed and maintained as natural features that blend into the landscape. A landscape design for each pond or other storm water management facility shall be submitted with the detailed development plan.

(v) Open space, when practicable, shall be interconnected with open space areas on adjacent parcels, greenbelts and/or landscape buffers, which may be included within the open space.

(vi) In order to encourage the creation of large areas of contiguous open space, areas that should not be considered as open space include:

1. Required spacing between and around Business Park Uses buildings and parking areas, and
2. Residential lots.

(vii) Any open space intended to be devoted to active recreational activities should be of usable size and shape for the intended purposes.

(viii) The open space, including any recreational structures De.

ix) Open Space Ownership - Open space may be proposed to be owned by an association, the Township or other governmental entity, a land trust or other conservation organization recognized by the Township, or by a similar entity, or may remain in private ownership. The ownership of the open space shall be specified in the detailed development plan.

525.08E. Open Space Management and Maintenance. The owner(s) of the open space shall be responsible for funding the operations, maintenance, or physical improvements to the open space through any valid and enforceable collection methods. In the event that the organization established to own, operate and maintain the open space shall at any time after the establishment of the development fail to maintain the open space in reasonable order and condition in accordance with the approved detailed development plan, such failure shall constitute a violation of this Zoning Resolution. (Adopted 10-5-2021, Amd. 12-6-2022)

525.09 Free Standing Walls and Fences

The provisions of Chapters 625 and 645 of the Resolution shall apply to this IPD District, with the following exceptions:

525.09A General Requirements for Walls and Fences.

1. A fence or wall shall be permitted on any portion of a lot located behind the front wall of the principal building, or located in accordance with an approved detailed development plan. The maximum height for such fences shall be six (6) feet for fences accessory to Single- and Two-Family Dwellings, and eight (8) feet for all other uses unless otherwise provided for by this Chapter or Resolution, or by an approved detailed development plan. Whenever there is no principal building, a fence of this type shall be located no closer to the right-of-way than the front yard setback provided for by this Chapter.
2. A fence may be permitted between the front wall of a principal building and the right-of-way subject to the following regulations:
 - (a) The fence shall be no taller than five (5) feet.
 - (b) No portion of said fence shall exceed twenty-five percent (25%) opacity.
3. Fences for security purposes for any Business Park Use may be installed to a maximum height of ten (10) feet provided that the fence is either decorative in style or materials, or fully screened from view from any public right-of-way and any surrounding lots by landscaping that meets or exceeds the height of the fence within five (5) years of planting with an opacity of one hundred percent (100%), and is located no closer to the right-of-way of a road than the front yard setback provided for in this Chapter.
4. Fencing of the style depicted in Attachment 5 shall be permitted for pools associated with Residential Uses.

525.09B Prohibited Fence Types.

1. Chain link fences shall not be permitted except for the following instances:
Chain link fences may be used when accessory to outdoor athletic facilities such as tennis courts, basketball courts, baseball or softball diamonds, pickle ball courts, swimming pools, dog parks or other similar outdoor facilities. Chain link installed for such uses must be black coated style and shown on an approved detailed development plan.

2. Chain link fencing shall not be used for Business Park Uses. Decorative, black security fencing (non-chain link) may be used for Business Park Uses, if shown on an approved detailed development plan. (Adopted 10-5-2021, Amd. 12-6-2022)

525.10 Additional Development Standards

In addition to the general standards applicable to all uses in the IPD, the following additional development standards are established to further fulfill the purpose and intent of the IPD through the application of flexible land development techniques in the arrangement, design and construction of structures and their intended uses and the integration of open space within the development. These standards are intended as general standards as circumstances dictate. The development standards filed and approved as part of a detailed development plan application shall establish the final requirements.

525.10A Business Park Uses Land Use.

Design standards should be incorporated into the detailed development plan to ensure the aesthetic quality of this development type.

Site access, where desirable and appropriate, should be shared across individual properties. Design standards should be incorporated into the detailed development plan which will improve the aesthetic quality of this type of development. In addition, all Business Park Uses developed under the IPD shall, at a minimum, conform to the following standards, which shall be described and/or depicted in the detailed development plan:

- i) Fire and Explosion Hazards - All activities, including storage, involving flammable or explosive materials shall include the provision of adequate safety devices against hazard of fire and explosion. All standards enforced by the Occupational Safety and Health Administration shall be adhered to. Burning of waste materials in open fire is prohibited, as enforced by the Ohio Environmental Protection Agency.
- ii) Air Pollution - No emission of air pollutants shall be permitted which violate the Clean Air Act of 1977 or later amendments as enforced by the Ohio Environmental Protection Agency.
- iii) Glare, Heat, and Exterior Light - Any operation producing intense light or heat, such as high temperature processing, combustion, welding, or other shall be performed within an enclosed building and not visible beyond any lot line bounding the property whereon the use is conducted.
- iii) Dust and Erosion - Dust or silt shall be minimized through landscaping or paving in such a manner as to prevent their transfer by wind or water to points off the lot in objectionable quantities.
- iv) Liquid or Solid Wastes - No discharge at any point into any public sewer, private sewage disposal system, or stream, or into the ground, of any materials of such nature or temperature as can contaminate any water supply or interfere with bacterial processes in sewage treatment, shall be permitted. The standards of the Ohio Environmental Protection Agency shall apply.
- v) Vibrations and Noise - No uses shall be located, and no equipment shall be installed in such a way as to produce intense, earth-shaking vibrations which are discernable without instruments at or beyond the property line of the subject premises. Noise standards of the Ohio Environmental Protection Agency shall be adhered to.

vi) Odors - No use shall be operated so as to produce the continuous, frequent or repetitive emission of odors or odor causing substances in such concentrations as to be readily perceptible at any point at or beyond the lot line of the property on which the use is located. The applicable standards of the Ohio Environmental Protection Agency shall be adhered to. (Adopted 10-5-2021, Amd. 12-6-2022)

525.11 Process For Detailed Development Plan Approval

All applications for detailed development plan approval of area within the IPD shall follow the procedures hereinafter set forth:

525.11A Pre-application Meeting. The applicant is encouraged to engage in informal consultations with staff from the Township and the Union County subdivision authorities (e.g., Regional Planning Commission, County Engineer, Board of Health, etc.) prior to formal submission of an application for approval of a detailed development plan. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure or formal approval required by Township or County regulations. Ohio's Open Meetings Law (Section 121.22 of the Revised Code) is required to be observed at pre-application meetings involving a quorum of members of the Zoning Commission.

525.11B Application.

Within the IPD, the IPD District designation shall not apply, no use shall be established and no structure shall be constructed or altered until a detailed development plan for each such use and/or structure has been approved by the Zoning Commission. An application, in a form approved by the Zoning Commission, shall be completed by the property owner and submitted with the detailed development plan. A total of 15 copies of the application and supporting material shall be submitted. The application form shall be provided by the Zoning Inspector. All mapping shall be prepared using the County's graphic standards.

525.11C Proposed Detailed Development Plan Contents. In addition to the application required herein, 15 copies of the detailed development plan shall be submitted with the application. The detailed development plan shall contain, in text and map form, the following information at a minimum:

- (1) Proposed name of the development and its location;
- (2) Names and addresses of owners and developers;
- (3) Date, north arrow and plan scale. Scale shall be one-inch equals 100 feet or larger scale;
- (4) Boundary lines of the proposed development and the total acreage encompassed therein;
- (5) Locations, widths and names of all existing public streets or other public ways, railroad and utility rights of way or easements, parks and other public open spaces, permanent structures, and section and corporation lines within or adjacent to the tract;
- (6) Existing sewers, water mains, culverts and other underground facilities within the tract, adjacent to the tract or that will be used in developing the tract, indicating pipe sizes, grades and locations;
- (7) The lot lines of adjacent tracts, parcels or lots;
- (8) Residential density, dwelling types, nonresidential building intensity and specific uses to be included within the proposed development, specified according to area or specific building location;

- (9) Existing ground configuration, drainage channels, wooded areas, watercourses and other significant physical features;
- (10) Layout of proposed streets, including their names and rights of way, easements, sewers, water lines, culverts, street lighting and other major improvements;
- (11) Layout, numbering and dimensions of lots if more than one;
- (12) Anticipated building envelope and general architectural style and character of proposed structures;
- (13) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant and for the dedications;
- (14) Building setback lines with dimensions;
- (15) Tentative street grades and sewer size slope;
- (16) Proposed traffic volumes, traffic circulation, parking areas, curb cuts and pedestrian walks;
- (17) Landscaping plans, including site grading and landscape design;
- (18) Engineering feasibility studies of any anticipated problems which may arise due to the proposed development as required by the Zoning Commission;
- (19) For other than Detached Single-Family structures, provide:
 - a) Drawings for buildings to be constructed in the current phase, including floor plans, exterior elevations and sections;
 - b) Color rendering of buildings(s), complete with a listing of all colors, including Pantone 1999-2000 Reference Numbers or if Pantone is not available, the manufacturer's reference/serial number with sample, and materials, with samples to be used;
 - c) Building locations depicting the bulk, height and spatial relationships of building masses with adjacent development;
 - d) Intended measures to screen rooftop mechanical equipment from view;
- (20) A detailed signage and exterior lighting plan;
- (21) Accommodations and access for emergency and firefighting apparatus;
- (22) The management plan or mechanism to provide for the perpetual maintenance of all open space, landscaping, buffers and shared parking areas by the ultimate owner and/or user and the controlling instruments;
- (23) Location of open space area and designation of intended uses; and
- (24) Any additional information as may be required by the Zoning Commission.
- (25) The applicant may request a divergence from the development standards set forth in this Chapter, or otherwise from the Zoning Resolution. An applicant making such a request shall specifically and separately list each requested divergence and the justification therefore on the detailed development plan, with a request that the proposed divergence be approved as part of and as shown on the detailed development plan. Unless specifically supplemented by the standards contained in the detailed development plan, the development shall comply with the requirements contained in Article 6, General Development Standards applicable to all zoning districts or that are most closely comparable to the use, as contained in the Zoning Resolution.

525.11D Zoning Commission Action. After receipt of the completed application materials and payment of required fees, the Zoning Commission shall schedule a public hearing to be held within a reasonable amount of time and shall provide the applicant written notice at least ten (10) days prior to the date of the public hearing. The Zoning Commission shall render a decision on the application and detailed development plan within thirty (30) days after the conclusion of the hearing.

525.11E Basis of Approval. In determining whether or not to approve an application for detailed development plan approval, the Zoning Commission shall consider and approve a detailed development plan upon a finding of substantial compliance based upon the following:

- i) Whether the proposed development is consistent with the purpose, policies, criteria, intent, and standards of the IPD District, and, if applicable, determine if divergence(s) are reasonably related to or facilitate the use(s), criteria and/or standards of the IPD District;
- ii) Whether the proposed development is in conformity with the plan for the IPD District or such portion thereof as may apply, or whether the benefits from a difference, improved arrangement and/or design of the development justify deviation therefrom;
- iii) Whether the development is located and designed in such a way as to minimize any unreasonable adverse impact on existing residential or agricultural areas of the Township;
- iv) Whether the development contributes to the stated purposes as expressed in this Chapter;
- v) Whether the development is harmonious with the standards, spirit and intent of the IPD District, or whether the benefits from a difference, improved arrangement and/or design of the development justify deviation therefrom.

525.11F Effect of Approval. The Zoning Commission's determination shall not be considered an amendment to the Township Zoning Resolution for purposes of Section 519.12 of the Revised Code, but may be appealed pursuant to Chapter 2506 of the Revised Code. If the Zoning Commission makes a final determination that the detailed development plan included in the application complies with this Chapter 525, or if the Zoning Commission's final determination is one of noncompliance, then if a court of competent jurisdiction makes a final non-appealable order finding compliance, the Zoning Commission shall approve the application and upon approval shall cause the Official Zoning Map to be changed so that any other zoning district that applied to the property that is the subject of the owner's application no longer applies to that property. The removal of the prior zoning district from the Official Zoning Map is a ministerial act and shall not be considered to be an amendment or supplement to the Township Zoning Resolution for the purposes of Section 519.12 of the Revised Code and may not be appealed pursuant to Chapter 2506 of the Revised Code.

The approval of a detailed development plan shall be effective for a period of five (5) years) in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the commencement of construction following the issuance of (a) zoning certificate(s). If no plat has been recorded within this approval period or, if platting is not required, if construction or other affirmative actions, efforts, planning or other expenditures has not commenced, or unless the Zoning Commission approves an extension of this time limit, a detailed development plan shall expire. Upon the expiration of the detailed development plan, the subject parcel(s) shall remain zoned IPD District, but no use shall be established or changed, and no building, structure or improvement shall be constructed until an application for a new detailed development plan application accompanied by a new detailed development plan and all information required therewith, has been filed with and approved by the Zoning Commission using the procedures and process established herein for the approval of a detailed development plan.

525.11F(1) Applications Including Conditional Uses. The Board of Zoning Appeals, in accordance with Chapter 240 of the Zoning Resolution may grant conditional approval for a conditional use permit of the land, buildings or other structures where such conditional uses are provided for in the IPD. The applicant shall seek and obtain any necessary approval of a

proposed conditional use prior to the Zoning Commission making a determination on the detailed development plan. If the Board of Zoning Appeals grants such conditional use permit for the use(s), but the Zoning Commission fails to approve the detailed development plan, the conditional use permit is rendered void.

525.11G Extension of Time for Detailed Development Plan. Upon application by the owner(s), the Zoning Commission may extend the time limit provided by Section 525.11(F), above. Such extension may be given upon a showing of the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved detailed development plan, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of the PD District.

525.11H Modification of Detailed Development Plan Proposed modifications from an approved Development Plan that involve only one (1) lot may be considered by the Board of Zoning Appeals under its hearing process pursuant to Chapter 245 of the Zoning Resolution. All other modifications to a detailed development plan shall be presented to the Zoning Commission for its consideration pursuant to Section 525.11D hereof. Upon application, the Zoning Commission may, after a duly held hearing, modify an approved detailed development plan pursuant to the same procedures as the original application in Section 525.11D. The request for modification may be approved upon a showing of a compelling reason and necessity for the same and upon a showing that the owner(s) has made reasonable and diligent efforts toward the accomplishment of the original detailed development plan, and that such modification is administrative in nature and not in conflict with the intent and purpose of the IPD District. (Adopted 10-5-2021, Amd. 12-6-2022)

525.12 Fees

A fee as established by the Schedule of Zoning Fees shall accompany an application requesting approval of a detailed development plan, as well as any request for extension or modification. Land within the IPD will also be subject to a Community Infrastructure Fee consisting of \$500 per Dwelling Unit (Detached Single-Family, Two-Family, or Multi-Family). The Community Infrastructure Fee shall be allocated and paid to the Township upon application for a zoning certificate, to be credited to the Township general fund in an account designated for the IPD District.

In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by the Township in using professional consulting services to review the detailed development plan. These expenses may include, without limitation, costs for professional consultants such as architects, landscape architects, planners and engineers utilized by the Township in connection with reviewing the detailed development plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a detailed development plan, the Zoning Commission shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Commission shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Commission shall send the applicant written

notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Fiscal Officer, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission shall consider the reasonable commercial rates of qualified professionals and reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services. (Adopted 10-5-2021, Amd. 12-6-2022)

525.13 Definitions

Adult Care Facility. An adult family home or an adult group home. For the purposes of this Resolution, any residence, facility, institution, hotel, congregate housing project, or similar facility that provides accommodations and supervision to three to sixteen unrelated adults, at least three of whom are provided personal care services. "Adult care facility" does not include:

- a) A facility operated by a hospice care program licensed under ORC 3712.04 that is used exclusively for care of hospice patients.
- b) A nursing home or home for the aging as defined in ORC 3721.01.
- c) A community alternative home as defined in ORC 3724.01.

This use does not include an alcohol and drug addiction program as defined in ORC 3793.01.

Advanced Manufacturing. The use of innovative technologies to create new or improve existing products or processes, with the relevant technology being described as "advanced," "innovative." Advanced manufacturing industries increasingly integrate new innovative technologies in both products and processes.

Ambulatory Health Care Services. Medical services performed on an outpatient basis, without admission to a hospital or other similar facility. It is provided in settings such as: offices of physicians and other health care professionals, hospital outpatient departments, ambulatory surgical centers, specialty clinics or centers, (e.g., dialysis or infusion), and urgent care clinics.

Battery Exchange Station. A fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by Ohio law and consistent with rules adopted thereunder.

Clean Manufacturing. Manufacturing that prioritizes new and advanced products and production processes. Clean manufacturing considers reduction of the use of natural resources, thus minimizing waste generated from the process, or minimized/repurposed waste generated through the process. Clean manufacturing may focus on improved resource efficiency or reduced waste generation/minimized chemical risks.

Commercial Vehicle. Any vehicle used or designed to be used for business or commercial purposes including but not limited to: bus, cement truck, commercial tree trimming equipment, construction equipment, dump truck, garbage truck, panel truck, semi-tractor, semi-trailer, or any other non-recreational trailer used for commercial purposes, stage bed truck, step van,

tank truck, tar truck, or other commercial type vehicle licensed by the Ohio State Bureau of Motor Vehicles as a commercial vehicle or commercial truck.

Conference Center. A facility designed to accommodate and support meetings or conferences. The facility may be either freestanding or incorporated into a hotel or office facility, and may include eating and drinking facilities but excludes overnight lodging if not part of a hotel.

Construction Trailer/Office, Temporary. A trailer or portable building used to provide temporary workspace for construction management personnel during the construction of a building or facility.

Corporate Residence. Housing corporate employees on a short or medium-term basis.

Data Center. A facility with typically lower employee counts than general office uses that houses computer systems and associated data and is focused on the mass storage of data. This use does not include corporate headquarters or significant business office functions.

Day care, Child or Adult. An adult day care facility offers social, recreational and health-related services in a protective setting to individuals who cannot be left alone during the day because of health care and social need, confusion or disability. A child day care is a facility providing non-medical care and supervision outside the home for minor children, provided the supervision is less than 24 hours per day and the facility is licensed by the State of Ohio. This definition includes preschools, nursery schools, and other similar facilities.

Drive-In/Drive-Thru. A structure or building feature, including but not limited to a service window, automated device, or other equipment that is designed to provide sales and service to patrons who remain in their motor vehicles, including associated driveways and driving aisles by which patrons reach the structure or building feature.

Eating and Drinking. A facility that prepares or serves food or beverages directly to the public for on- or off-premise consumption. This use includes but is not limited to sit down or take-out restaurants, cafes or coffee shops, ice cream parlors, and may also include uses such as taverns, brewpubs, or wine bars.

Eating and Drinking, Accessory. Eating and drinking when accessory to a principal use of the property, and when the facilities are designed and intended for use primarily by residents or occupants of the principal use of the property.

Entertainment/Recreation, Indoor. A facility or area providing opportunities for physical exercise, physical training or improvement of health for the general public or members of an organization. This use includes but is not limited to: theaters, bowling alleys, dance halls, game centers, gymnasiums, health clubs, exercise and fitness facilities, and climbing wall centers.

Educational Facility. A facility offering classes, training courses, or skill development to the public, employees or to members of an organization. This use includes but is not limited to vocational, business, or technical schools, training centers, colleges, and universities, but does not include an elementary, middle, or high school.

Exercise and Fitness. A facility or area providing opportunities for exercise or fitness for the general public or members of an organization, including but not limited to health or exercise rooms and swimming pools, when accessory to a principal use of the property.

Floor area, Business Park Uses. A square footage calculation of the floor area of the specified use excluding stairs, washrooms, elevator shafts, maintenance shafts and rooms, display windows and similar areas.

Focused innovation campus. A single location for an organization or company which may include shared facilities, with the aim to actively foster open innovation practices among its residents for its business, industry or other.

Government Services:

General. A facility providing the administration of local, state, or federal government services or functions.

Safety. A facility providing police, fire, or emergency medical services to the surrounding community.

Service. A facility providing government services that includes vehicle and equipment parking and/or service or maintenance yards.

Green Roof. A green roof, or "living roof," system is an extension of the existing roof which involves a high-quality water proofing and root repellent system, filter cloth, a lightweight growing medium, and plants. Green roofs may be flat or low-slope and serve such purposes as absorbing rainwater, providing insulation, creating a habitat for wildlife, urban agriculture, as well as helping to lower urban air temperatures.

Healthcare Companies, Healthcare Administrative Offices and Business Support Services. See "Office".

Helipad/Heliports. An aviation accessory devoted to the landing, takeoff and storing of helicopters.

Home Occupation. Home occupation means an accessory use which is an activity, profession, occupation, service craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit, or elsewhere on the premises, without any significant adverse effect upon the surrounding neighborhood.

Hotel. A building or series of buildings providing accommodations to the traveling public in habitable units for compensation, and includes but is not limited to both short-stay and extended stay facilities. This use includes the provision of related services such as eating and drinking, meeting rooms, and the sale of gifts, and convenience goods.

Information and Technology Uses. Offices and technology for such uses.

Insurance and Financial Services. Offices for such purposes.

Business Park Use. The use of land permitted this IPD and does not include the human inhabitation of a structure or any use incidental or accessory to such inhabitation.

Less-Than-Truckload Shipping. The transportation of small freight or freight that does not require the use of an entire trailer. This shipping method can be used when freight weighs between 150 and 15,000 pounds.

Library, Museum, Gallery. Facilities containing collections of books, manuscripts, and similar materials for study and reading, or exhibiting works of art or objects in one or more of the arts and sciences.

Lot. For the purposes of this Resolution, a lot is a parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- a) A single lot of record;
- b) A portion of a lot of record;
- c) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

Manufacturing and Assembly. A facility used for the fabrication, assembly, finishing, packaging or processing of components and/or finished goods.

Nursing and Residential Care Facilities. A home or facility for the reception and care of individuals as defined in ORC 3721.01.

Office.

Call Center. A facility providing customer service or sales requests by telecommunication or other data means.

Flex. A facility including office, research, laboratory, manufacturing, clean assembly, warehousing, or other related activities whose configurations and construction methods allow for easy conversion of interior and exterior space.

General. A facility providing executive, management, administrative, or professional services. This use includes corporate offices, law offices, architectural firms, insurance companies and other executive, management or administrative offices for businesses or corporations. General office uses may include the administration of local, state, or federal government services or functions. This facility does not include medical offices, call centers, or flex offices.

Medical. A facility providing medical, dental, or other health services relating to the diagnosis and treatment of human illnesses, injuries, and physical ailments treated in an office setting. This includes outpatient surgery, rehabilitation, incidental laboratories and other related activities, but does not include overnight patient stays.

Package Delivery or Parcel Delivery. A business, facility or service engaged in the delivery of shipping containers, parcels, high volume, or high value mail as single shipments. The service includes Less-Than-Truckload Shipping carriers.

Parking Structure. A facility used for vehicle parking and where there are a number of floors or levels on which parking takes place, either freestanding or integrated into a building.

Parking Structure, Accessory. A structure that contains parking provided to comply with minimum off-street parking requirements in this chapter for a principal use of the property or a

designated nearby property, and that is provided exclusively to serve occupants of or visitors to a principal and/or accessory use.

Personal, Repair & Rental Services. A facility or establishment that provides services associated with personal grooming, personal instruction or education, the maintenance of fitness, health and well-being, or the rental, servicing, maintenance, or repair of consumer goods. This use includes but is not limited to yoga centers, beauty salons, barbers and hairdressers, meditation centers, massage centers, dry cleaning shops, tailors, shoe repair, and electronics repair shops. This facility does not include motor vehicle, recreational vehicle, or heavy equipment repair or rental.

Public Service Facility. A government regulated public building, power plant, substation, water treatment plant or pump station, sewage disposal plant or pump station, electrical, gas, water and sewerage service and other similar public service structure or facility whether publicly or privately owned; but excluding sanitary landfills and incinerators.

Public Use. A public school, park, administrative, cultural or recreational building, excluding a Public Services Facility.

Renewable Wind and Solar Equipment. Equipment for the collection of wind or solar energy or its conversion to electrical energy or heat for use on the same property or for incidental sale to a utility when that equipment is accessory to a permitted or approved conditional use of the property. Includes both building mounted and ground mounted units. Ground mounted units have a foundation and are not dependent on a building for structural support.

Research Activities. Research, development and testing related to such fields as chemicals, pharmaceutical, medical, electrical, transportation and engineering, all of which are conducted within entirely enclosed buildings.

Research and Development. A facility or area for conducting scientific research, synthesis, analysis, investigation, testing, or experimentation, and including the fabrication of prototypes, assembly, mixing and preparation of equipment and components incidental or necessary to the conduct of such activities.

Retail, General / Services Retail, General. A facility or area for the retail sale of general merchandise or food to the general public for direct use and not for wholesale. This use includes but is not limited to sale of general merchandise, clothing and other apparel, flowers and household plants, dry goods, convenience and specialty foods, hardware and similar consumer goods.

Residential Use. For purposes of this IPD, any permitted use of land where a dwelling has been constructed with the intent of human habitation of that structure. Residential Use Structures may be Single-Family, Two-Family and/or Multi-Family Housing. Residential Uses also include the uses expressly set forth in this IPD that are incidental to or accessory to the human habitation of a structure.

Dwelling, Detached Single-Family. Detached, individual dwelling units, which accommodate one family, as defined herein, living as one housekeeping unit. The type of construction of such units shall conform to the Residential Code of Ohio, or be classified as an

Industrialized Unit under the Ohio Building Code, or conform to the definition of permanently-sited manufactured home as provided for in ORC 519.212.

Dwelling, Two-Family. A building arranged or designed to be occupied by 2 families, the structure having only 2 dwelling units living independently of each other.

Dwelling, Multi-Family. A residential building arranged or designed for 3 or more dwelling units as separate and complete housekeeping units.

Open Space. Land that shall not be built upon (not including fencing or approved structures/improvements/amenities) and may be classified as either "Common Open Space" or "Natural Green Space" (as herein defined), or a combination of both. It does not include the areas of individual fee simple lots conveyed to homeowners, except where a setback includes a buffer. Open space land shall be owned by a Landowner, Homeowner, Condominium, and/or Planned Community Association.

Vehicle Charging Station. A public or private parking space(s) served by battery charging station equipment that has as its primary purpose the transfer of electric energy by conductive or inductive means to a battery or other energy storage device in an electric vehicle. Electric vehicle charging station includes battery charging stations. An electric vehicle charging station equipped with Level 1 or Level 2 charging equipment is permitted outright as a as an accessory use to any principal use.

Warehouse/Warehousing, Wholesale and Distribution Facility. A facility that houses a business that primarily stores, sells, and distributes large quantities of goods or commodities to customers throughout a regional territory. (Adopted 10-5-2021, Amd. 12-6-2022)

Attachment 4 - Required Parking Spaces by Use

Proposed Land Use	Required Minimum Parking Spaces
Single-Family Residential	2 per dwelling unit
All other Residential	2 per dwelling unit
Hotels, Motels, Lodges (without Public meeting facilities)	1 per rental unit plus 1 per employee on the largest shift plus 1 for each 4 seats in the dining room or restaurant area.
Hotels	1 per rental unit plus 1 per each 75 square feet of floor area used for public meeting or assembly purposes plus one per each 4 seats in any restaurant therein.
Public Meeting, Exhibition Halls, and private assembly areas (except churches)	1 for each 3 seats or 1 for each 45 square feet of assembly area, whichever is greater.
Churches or places of public assembly	1 for each 3 seats or 1 for each 45 square feet of assembly area, whichever is greater.
Clinics	1 ½ for each bed or exam room plus 1 for each employee on the largest shift
Nursing Homes	1 for each 2 beds plus 1 for each employee on the largest shift
Museums, libraries, etc.	1 for each 400 square feet of floor area open to public plus 1 for each employee on the largest shift
Child care services (not including home occupations)	1 space for each employee on the largest shift plus 1 space for each 5 children.
Primary or elementary schools	4 for each classroom
Secondary schools, colleges, trade schools, etc.	4 for each classroom plus 1 for each 4 students
Restaurants - fast food with drive thru	1 for each 3 seats plus 1 for each employee on the largest shift.
Restaurants – sit down with no drive thru	1 per each 2 seats plus 1 for each employee on the largest shift
Professional and business offices and multi-tenant offices	1 for each 300 square feet of floor area
Research and testing offices	1 per each 350 square feet of floor area
Funeral Homes	1 for each 25 square feet of floor area open to the public
Retail Stores	1 per 250 square feet of floor area
Personal care services	2 spaces per each Barber, Beautician, or Technician.
Fitness centers	1 per each 175 square feet of floor area
All industrial warehousing	20 plus 1 for each 2 employees plus 1 for each vehicle maintained on the premises.
Industrial manufacturing	1 space for every employee on the maximum shift plus 1 per each 10,000 square feet of floor area.
Golf courses	6 per hole

Zoning Resolution

Jerome Township, Union County, Ohio

Article 5

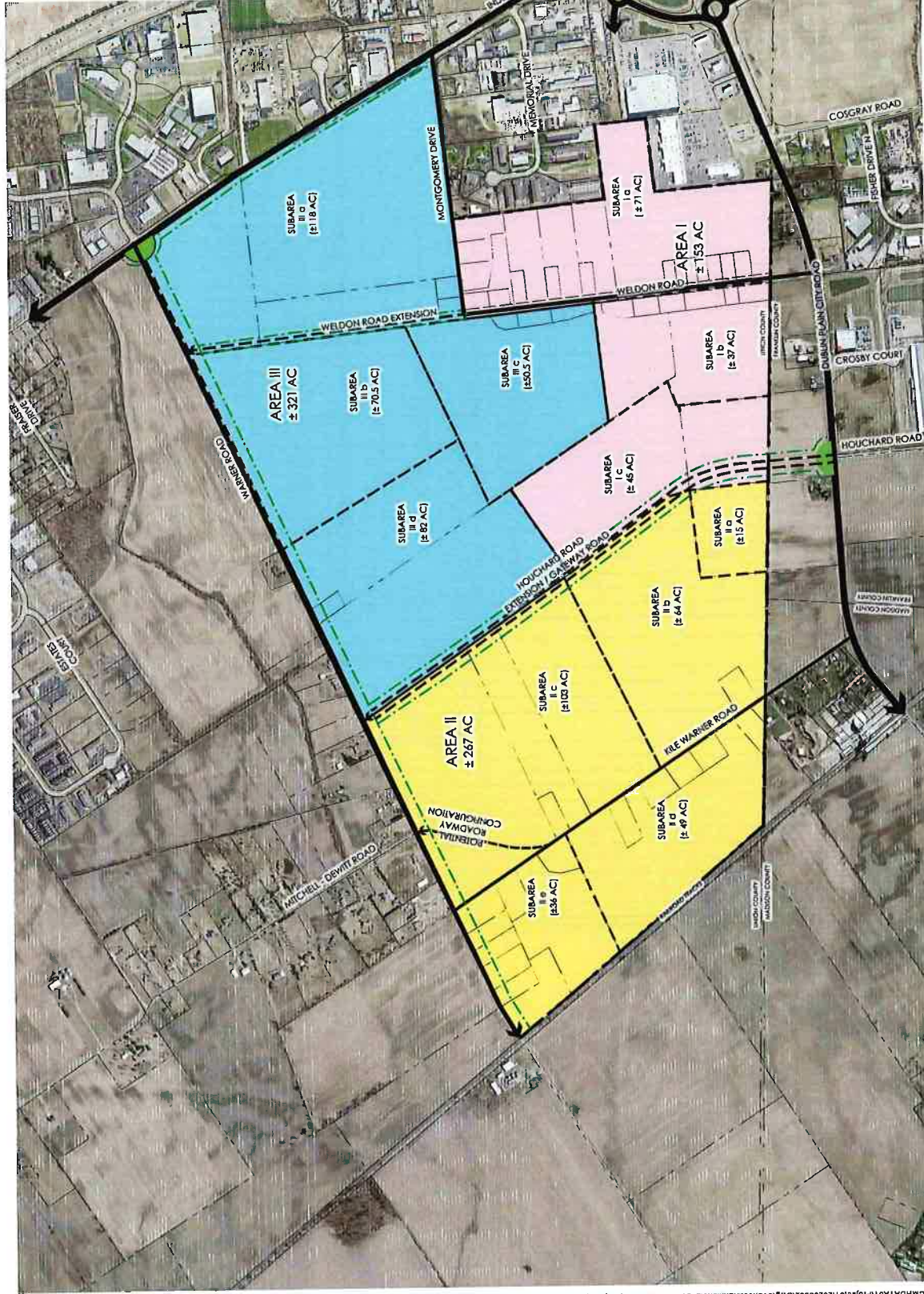
Special Zoning Districts

Athletic fields	12 spaces per field
Miniature golf	2 spaces per hole
Tennis courts / Clubs	4 spaces per court
Bowling alleys	3 spaces per lane
Driving range	1.5 spaces per tee
Riding stables	1 space per stall
Spectator sports	1 space per each 2 seats
Recreational camp	1 space per each 2 campers plus 1 space per counselor or staff
Picnic grounds	2 spaces per each picnic table plus 10 spaces per each open shelter

(b) The parking space requirements for any use not specifically mentioned in Attachment 4 shall match those required for uses of a similar nature provided in Attachment 4.
(Adopted 10-5-2021, Amd. 12-6-2022)

KEY:

- ZONING DISTRICT BOUNDARY
- COLLECTOR ROADWAY (EXISTING)
- COLLECTOR ROADWAY (PROPOSED)
- LOCAL ROADWAY (EXISTING)
- LOCAL ROADWAY (PROPOSED)
- GATEWAY FEATURE
- GREENWAY WITH BIKEPATH
- GREENWAY OPEN SPACE



**INNOVATION
PLANNED DEVELOPMENT DISTRICT MAP**
JEROME TOWNSHIP
UNION COUNTY, OHIO

AUGUST 30, 2021



Innovation Planned Development District Uses

The following table identifies permitted and conditional uses within the Areas and Subareas, IA, IB, IC, IIA, IIB, IIC, IID, IIE, IIIA, IIIB, IIIC, IIID identified on the Innovation Planned Development District Map. In all cases, blank spaces or uses not included indicate that the uses are not permitted.

A. Principal Business Park Uses

	Area I			Area II				Area III				
	I-A	I-B	I-C	II-A	II-B	II-C	II-D	II-E	III-A	III-B	III-C	III-D
1 Adult Care Facilities	P	P	P	P	P	P	P					
2 Advanced Manufacturing; Clean Manufacturing; Manufacturing and Assembly	P	P	P	P	P	P	P					
3 Ambulatory Healthcare Services	P	P	P	P	P	P	P		P	P	P	P
4 Conference Center	P	P	P	P	P	P	P		P	P	P	P
5 Corporate Headquarters / R&D	P	P	P	P	P	P	P		P	P	P	P
6 Data Center	P	P	P	P	P	P	P		P	P	P	P
7 Eating and Drinking Establishments			P	P	P	P			P	P	P	P
8 Educational Facilities	P	P	P	P	P	P	P		P	P	P	P
9 Entertainment / Recreation Outdoor / Recreation Indoor	P	P	P	P	P	P	P		P	P	P	P
10 Exercise and Fitness	P	P	P	P	P				P	P	P	P
11 Focused Innovation Campus	P	P	P	P	P	P	P					
12 Government Services - Safety	P	P	P	P	P	P	P		P	P	P	P
13 Health Care Companies and Education	P	P	P	P	P	P	P		P	P	P	P
14 Healthcare Administrative and Support Services	P	P	P	P	P	P	P		P	P	P	P
15 Hotel				P	P	P			P	P	P	P
16 Information and Technology Uses	P	P	P	P	P	P	P					
17 Insurance and Financial Services	P	P	P	P	P	P	P		P	P	P	P
18 Library, Museum, or Gallery				P	P	P	P		P	P	P	P
19 Nursing and Residential Care Facilities				P	P	P	P					
20 Office - Call Centers	P	P	P	P	P	P	P				P	
21 Office - Flex	P	P	P	P	P	P	P		P	P	P	P
22 Office - Medical	P	P	P	P	P	P	P		P	P	P	P
23 Offices - General	P	P	P	P	P	P	P		P	P	P	P
24 Parking Structures	C	C	C	C	C						C	C
25 Parks and Open Space	P	P	P	P	P	P	P		P	P	P	P
26 Personal Services, Repair and Rental	C	C	C	C	C	C	C		C	C	C	C
27 Public Service Facilities	P	P	P	P	P	P	P		P	P	P	P
28 Public Use	P	P	P	P	P	P	P		P	P	P	P
29 Renewable Wind and Solar Equipment	C	C	C	C	C	C	C		C	C	C	C
30 Research and Development; Research Activities	P	P	P	P	P	P	P		P	P	P	P
31 Retail, General / Services Retail, General	P	P	P	P	P							
32 Services for Elderly and Disabilities	P	P	P	P	P							
33 Renewable Energy Facility	C	C	C	C	C	C	C		C	C	C	C
34 Wireless Communications	C	C	C	C	C	C	C		C	C	C	C
35 Vehicle Charging Stations	P	P	P	P	P	P	P		P	P	P	P
36 Warehousing	C	C	C	C	C	C			C	C	C	C

B. Accessory Business Park Uses

	Area I			Area II				Area III				
	I-A	I-B	I-C	II-A	II-B	II-C	II-D	II-E	III-A	III-B	III-C	III-D
37 Bicycle Facilities	P	P	P	P	P	P	P		P	P	P	P
38 Child Day Care	P	P	P	P	P	P	P		P	P	P	P
39 Corporate Residences	P	P	P	P	P	P	P		P	P	P	P
40 Drive-In / Drive-Thru (for Eating and Drinking)	C	C	C	C	C							
41 Eating and Drinking, Accessory	P	P	P	P	P	P	P		P	P	P	P
42 Library, Museum, or Gallery	P	P	P	P	P	P	P		P	P	P	P
43 Helipad / Heliport	C	C	C	C	C	C	C		C	C	C	C
44 Outdoor Display/ Seasonal Sales	C	C	C	C	C	C	C		C	C	C	C
45 Entertainment / Recreation Outdoor / Recreation Indoor	P	P	P	P	P	P	P		P	P	P	P
46 Temporary Construction Trailer / Office	P	P	P	P	P	P	P		P	P	P	P
47 Vehicle Charging Stations	P	P	P	P	P	P	P		P	P	P	P
48 Warehousing	C	P	P	P	P	P	C		P	P	P	P
49 Wholesaling and Distribution Showroom	P	P		P	P	P			P	P	P	P

A. Principal Residential Uses

	Area I			Area II				Area III				
	I-A	I-B	I-C	II-A	II-B**	II-C	II-D	II-E	III-A	III-B	III-C	III-D
50 Dwelling, Multi-Family					P							
51 Dwelling, Detached Single-Family			P		P							
52 Dwelling, Two-Family			P		P		P					

B. Accessory Residential Uses

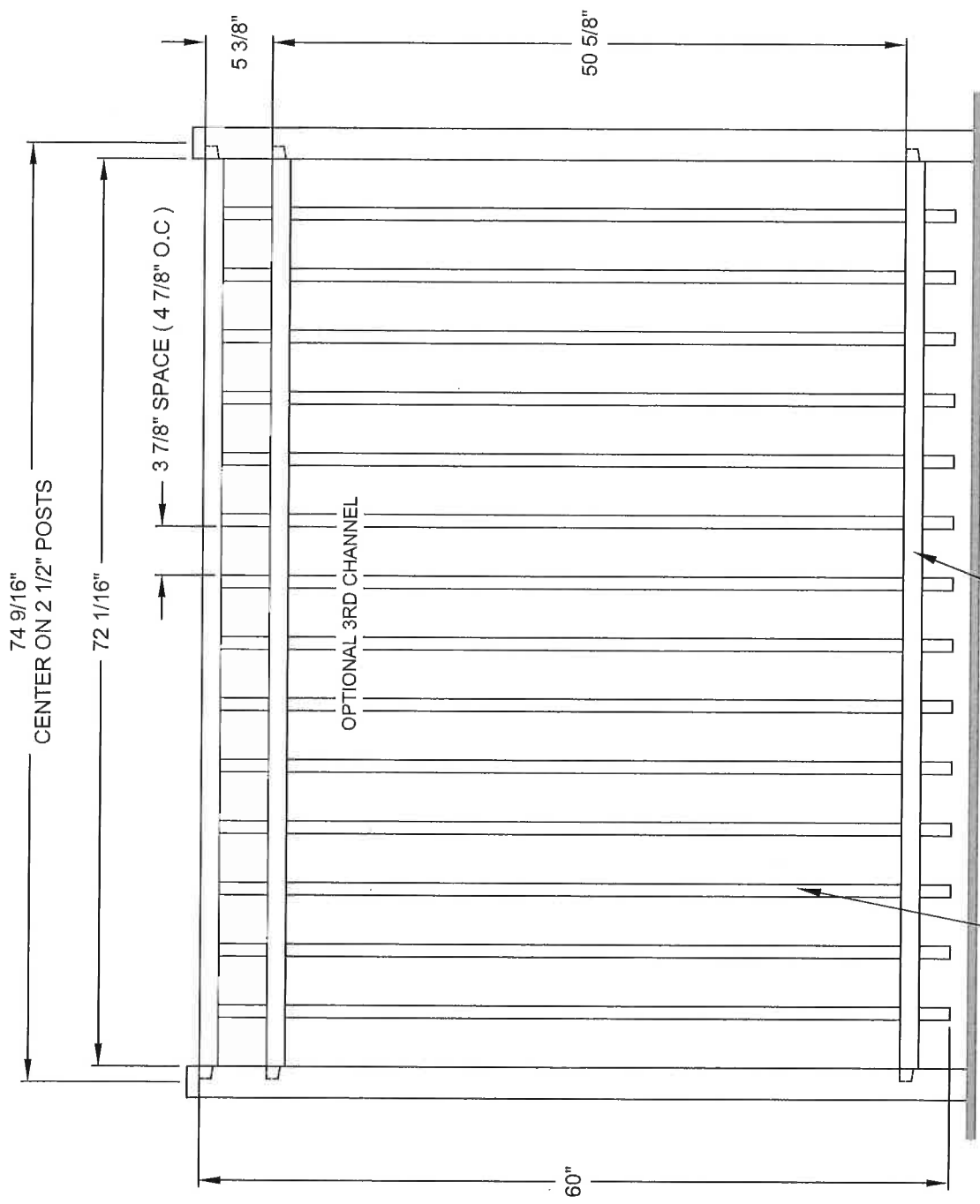
	Area I			Area II				Area III				
	I-A	I-B	I-C	II-A	II-B**	II-C	II-D	II-E	III-A	III-B	III-C	III-D
53 Rental or Sales Office					P		P					
54 Clubhouse*, Recreation and Entertainment Facilities			P		P		P					
55 Home Occupation			P		P		P					
56 Sheds			P		P		P					
57 Play Structures			P		P		P					
58 Pools and Pool Fencing			P		P		P					
59 Private Garages			P		P		P					
60 Exercise and Fitness Facilities*			P		P		P					
61 Model Homes			P		P		P					
62 Mail / Trash Collection Facilities			P		P		P					
63 Bicycle Storage Facilities*			P		P		P					
64 Temporary Construction Trailer / Office			P		P		P					

*Not an Accessory use for any individual Detached Housing dwelling unit or lot. ** Residential Uses prohibited for parcel ID 1500300130000.

P - Permitted
C - Conditional

Attachment 3												
SUBAREA	AREA I			AREA II			AREA III					
	I-A	I-B	I-C	II-A	II-B	II-C	II-D	II-E	III-A	III-B	III-C	III-D
SETBACKS - Note: Streets are permitted within setbacks.												
Industrial Parkway Setback (Building & Parking)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50' from ROW	N/A	N/A	N/A
Warner Road Setback (Building & Parking)	N/A	N/A	N/A	N/A	N/A	50' from ROW	N/A	50' from ROW	50' from ROW	50' from ROW	N/A	50' from ROW
Kile Road Setback (Building & Parking)	N/A	N/A	N/A	N/A	50' from ROW	50' from ROW	50' from ROW	50' from ROW	N/A	N/A	N/A	N/A
Weldon Road Setback (Building & Parking)	50' from ROW	50' from ROW	N/A	N/A	N/A	N/A	N/A	N/A	50' from ROW	50' from ROW	50' from ROW	N/A
Houchard Road Setback (Building and Parking)	N/A	N/A	50' from ROW	50' from ROW	50' from ROW	50' from ROW	N/A	N/A	N/A	N/A	N/A	50' from ROW
Perimeter Building and Parking Setback Adjacent to Existing Residential Use, not including streets or drives, aisles	30'	30'	30'	30'	30'	30'	30'	30'	30'	30'	30'	30'
Perimeter Building and Parking Setback Adjacent to Existing Non-Residential or Undeveloped Property (not including streets or drive aisles)	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Internal Public Roads (Building and Parking)	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'
Minimum Building Separation	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'
BUSINESS PARK USES												
Minimum Lot Size (Acres)	10	10	10	10	10	10	10	10	N/A	10	10	10
Minimum Lot Width	100'	100'	100'	100'	100'	100'	100'	100'	N/A	100'	100'	100'
Minimum Front Yard Setback (Building & Parking)	30'	30'	30'	30'	30'	30'	30'	30'	N/A	30'	30'	30'
Minimum Side Yard Setback (Building & Parking)	10'	10'	10'	10'	10'	10'	10'	10'	N/A	10'	10'	10'
Minimum Rear Yard Setback (Building & Parking)	25'	25'	25'	25'	25'	25'	25'	25'	N/A	25'	25'	25'
Maximum Gross Floor Area (square feet)	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	N/A	300,000	300,000	300,000
TWO FAMILY/MULTI-FAMILY RESIDENTIAL STANDARDS * and **												
Minimum Lot Width (at Front Setback)	N/A	N/A	15'	N/A	15'	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Front Yard Setback (From ROW or Edge of Pavement)	N/A	N/A	20'	N/A	20'	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Side Yard Setback (per side)**	N/A	N/A	5' or zero	N/A	5' or zero	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Rear Yard Setback (or Perimeter setback if greater)	N/A	N/A	10'	N/A	10'	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SINGLE FAMILY HOUSING LOT STANDARDS												
Minimum Lot Width (at Front Setback)	N/A	N/A	40'	N/A	40'	N/A	40'	40'	40'	N/A	N/A	N/A
Minimum Front Yard Setback	N/A	N/A	20'	N/A	20'	N/A	20'	20'	20'	N/A	N/A	N/A
Minimum Side Yard Setback (per side)*	N/A	N/A	5'	N/A	5'	N/A	5'	5'	5'	N/A	N/A	N/A
Minimum Rear Yard Setback (or Perimeter setback if greater)	N/A	N/A	20'	N/A	20'	N/A	20'	20'	20'	N/A	N/A	N/A

* may allow up to 2 feet of encroachments for eaves, mansard roofs, bay windows
 ** Two Family and Multi-Family Dwelling Units may have zero internal side yard setbacks.



TITLE		DRAWING NO		REV	
ALUMINUM FENCE SUPPLY		A-16A603S		SHEET	
ORNAMENTAL ALUMINUM FENCING		72 1/16" INDUSTRIAL SERIES-A 60"		XX	
DATE: 6/5/13	SCALE: NTS	DRAWN BY: —	CHKD BY: —		

Chapter 600 – General Regulation of the Arrangement and Development of Land and Structures

600.001 Applicability

Regulations are hereby established and adopted pertaining generally and uniformly to the arrangement of land and structures. It is the purpose of these development standards to set forth certain rules to be adhered to regardless of the type or classification of development. If a conflict arises between these standards and the more specific standards prescribed in any individual zoning district then the specific provisions of the zoning district shall prevail. The standards set forth herein are to be considered minimum standards to be augmented by standards set forth elsewhere in this Resolution or prescribed or agreed to by the land owner in any zoning amendment, approved conditional use permit or approved variance. (Amd. 10-20-2020, 6-15-2021)

600.01 Supplemental Yard and Height Regulations

In addition to all yard and setback regulations specified in Article 4, provided for within an approved Planned Development District, and provided for in other sections of this Resolution, the provisions of Section 600.02-600.04, inclusive, shall be used for interpretation and clarification. (Adopted 6-15-2021)

600.02 Special Requirements for Front Yard Setbacks

The following regulations shall be used for interpretation and clarification of front yard setbacks on lots with the following special circumstances:

- a) In the case of through lots a front yard of the required depth shall be provided on all road frontages.
- b) In the case of corner lots, a front yard of the required depth shall be provided on both road frontages.
- c) In the case of existing flag lots, the front yard setback shall be measured from the front property line established where the lot widens to the normal required lot width.
- d) With the exception of existing flag lots, all required front yard setbacks shall be measured from the right-of-way of the public road on which the property fronts. Where a right-of-way has not been established, the front yard setback shall be measured from the assumed right-of-way based upon the Functional Roadway Classification as defined by the County Engineer. Where no right-of-way has been established, the front yard setback shall be measured from the centerline of the existing road and shall include the required front yard setback as established in this Zoning Resolution, plus half of the distance of the assumed right-of-way as detailed in the following chart:

Table 600.02.1 Assumed Right-of-Way Width		
Road / Street Classification	Total assumed Right-of-Way	Distance from the centerline to the assumed Right-of-Way Line
Local Road	60 feet	30 feet
Minor Collector Road	80 feet	40 feet

Major Collector Road	100 feet	50 feet
Minor Arterial Road	120 feet	60 feet

(Adopted 6-15-2021)

600.03 Visibility at Intersections

a) On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between the height of two and one-half (2 ½) and ten (10) feet above the centerline grades of the intersecting roads in the area bounded by the right-of-way lines of such corner lots and a line joining points along said right-of-way lines thirty (30) feet from the point of intersection.

b) Wherever an alley intersects a public roadway, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between the height of two and one-half (2 ½) and ten (10) feet above the centerline grades of the intersecting road and alley in the area bounded by the right-of-way lines of such lot and a line joining points along said right-of-way lines ten (10) feet from the point of intersection. (Adopted 6-15-2021, Amd. 12-21-2021)

600.04 Architectural Projections

a) The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, belt courses, cornices, eaves, chimneys, and other similar architectural features; however, such features shall not project more than two (2) feet into any required yard.

b) Open structures such as porches, canopies, balconies, attached decks and platforms, attached carports, covered or roofed patios, and similar architectural projections shall be considered parts of the building to which attached and shall not project into the required minimum front, side, or rear yard setback.

c) Accessible Ramps. A ramp or similar structure designed to provide a continuous ADA accessible or barrier free route to the front entrance of a building may be permitted in a required front yard setback. Such ramp or similar structure shall have the least encroachment into a required front yard setback necessary to meet the minimum State or Federal design requirements for that specific facility. (Adopted 6-15-2021)

600.05 General Height Regulations

a) Except as provided for elsewhere in this Resolution, the height regulations for any zoning district, as provided for in Article 4, provided within an approved Planned Development District, or as otherwise provided for by this Resolution do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

b) Whenever there exists a residential zoning district or any area within a Planned Development District where single-family dwellings or two-family dwellings are permitted uses for which no other maximum height is prescribed by this Resolution, the maximum height for buildings and structures shall be thirty-five (35) feet.

c) Wherever there exists a non-residential zoning district or any area within a Planned

Development District which permits uses other than single-family dwellings and two-family dwellings for which no other maximum height is prescribed by this Resolution, the maximum height for buildings and structures shall be fifty (50) feet. (Adopted 6-15-2021)

600.06 General Regulations for Outdoor Storage

- a) The accumulation or storage of junk, inoperable vehicles, disabled or inoperative machinery or equipment, vehicles or machinery parts, rags, or any other discarded objects or debris defined as junk by this Resolution shall be prohibited on the exterior areas of any lot, outside of an approved junk yard as provided herein.

- b) The accumulation or storage of building supplies, steel supplies, coal, industrial machinery or equipment, and similar goods shall be prohibited on the exterior areas of any lot except within an approved supply yard or outdoor storage area. Such yards and areas shall be screened in accordance with the applicable provisions of the zoning district, or of Chapter 620.

- c) Unless otherwise provided for by this Resolution, no exterior storage in conjunction with a permitted junk yard, supply yard, or other outdoor storage, shall be conducted within the front, side, or rear yard setback of the zoning district.

- d) Unless otherwise provided for by this Resolution, outdoor storage areas shall only be permitted as an accessory use in the Commerce District. Nothing in this Section shall be interpreted as permitting any junk yard, supply yard, or similar use on any lot except where specifically provided for by the applicable regulations of the zoning district. (Adopted 12-21-2021)

600.07 General Regulations for Temporary Buildings and Structures

The use of a mobile home, recreational vehicle, boat, tractor trailer, box car, or other similar type trailer, portable building, container or portable storage unit, or similar structure shall not be permitted as a dwelling unit, office or business structure, storage building or sign structure except as may otherwise be provided for in Chapter 640 or elsewhere by this Resolution. (Adopted 12-21-2021)

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Chapter 605 – Agriculture

605.001 Agriculture Defined

For the purposes of this Resolution the definition of agriculture shall be that prescribed by Section 519.01 of the Ohio Revised Code. As used herein, agriculture generally includes farming; ranching; algaculture meaning the farming of algae; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; and the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production. (Amd. 10-20-2020)

605.01 Agriculture Exempted Herein

Agriculture shall not be prohibited on lots greater than five acres. The use of any land for agricultural purposes or the construction or use of building or structure incidental to the use for agricultural purposes of the land on which such buildings or structures are located shall not be prohibited on lots greater than five (5) acres and no zoning certificate shall be required for any such building or structure. (Ohio Revised Code 519.21) (Amd. 10-20-2020)

605.02 Agriculture Subject to Regulation

In any platted subdivision approved under Section 711.05, 711.09, or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another, or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road regulate:, agriculture shall be regulated as follows:

1. Agriculture is prohibited on lots of one (1) acre or less. This does not prohibit gardening related to a residence.
2. Buildings or structures incident to the use of land for agricultural purposes on lots greater than one (1) acre but not greater than five (5) acres shall conform to setbacks, size and height requirements for the zoning district.
3. Dairying and animal and poultry husbandry are permitted on lots greater than 1 acre but not greater than 5 acres until 35% of the lots in the subdivision are developed with at least 1 building, structure or improvement that is subject to real property taxation or that is subject to the tax on manufactured homes under Section 4503.06 of the Ohio Revised Code. After 35% of the lots in the subdivision are so developed, ongoing dairying and animal and poultry husbandry shall be considered a non-conforming use pursuant to Section 519.19 of the Ohio Revised Code. No new dairying, animal or poultry husbandry shall commence on such lots after 35% of the lots are developed with structures. (Amd. 10-20-2020)

605.03 Farm Markets

In accordance with Section 519.21 of the Ohio Revised Code farm markets which derive at least fifty percent (50%) of their gross income from produce raised on farms owned or

operated by the market owner in a normal crop year shall be permitted in any zoning district, subject to the following regulations:

1. Buildings less than one hundred and forty-four (144) square feet of floor area shall be placed at least fifteen (15) feet outside the road right-of-way so as to safely allow for adequate customer off street parking. Seasonal farm markets may use grassed areas for parking. Permanent farm markets shall provide paved or graveled parking.
2. For buildings larger than one hundred and forty-four (144) square feet of floor area, off-street parking shall be provided at the ratio of 1 parking space for each 250 square feet of farm market. Seasonal parking may be grassed areas, but permanent parking shall be graveled or paved and provided egress in accordance with the recommendation of the County Engineer. Setbacks shall be the same as for any structure in the underlying zoning district. (Amd. 6-15-2021)

605.04 Agritourism

In accordance with 519.21 of the Ohio Revised Code, agritourism uses shall be a permitted use in all zoning districts. However, in order to protect the public health and safety, the following additional regulations shall apply:

1. A farm on which an agritourism operation is proposed shall be ten (10) acres or more in area. If such farm is less than ten (10) acres, evidence shall be provided that such farm is currently enrolled in the Current Agricultural Use Value (CAUV) program or produces an average yearly gross income of at least twenty-five hundred dollars (\$2,500) from agricultural production.
2. All buildings, structures and parking areas utilized primarily for agritourism shall adhere to the minimum front, side, and rear yard setbacks established for the zoning district in which it is located.
3. The maximum height for buildings and structures utilized primarily for agritourism shall not exceed the maximum height of the zoning district.
4. All buildings utilized primarily for agritourism shall not exceed the maximum lot coverage requirements established for the zoning district in which it is located.
5. All parking demands shall be met by off-street parking areas located on the lot.
6. Safe and adequate ingress and egress shall be maintained at all times and appropriate arrangements for emergency access shall be provided.
7. In addition to the requirements of Chapter 220, and in order to determine compliance with any of the provisions of this Section, the Zoning Inspector may require such additional information as may be necessary. That shall include, but not be limited to estimates of peak parking demand, information related to proposed hours and seasons of operations, and evidence of compliance with the regulations and recommendations of other relevant public agencies, as applicable. (Adopted 6-15-2021)

Chapter 610 – Off-Street Parking and Loading

610.001 Off-Street Parking and Loading Generally

Wherever off-street vehicular parking areas are to be provided as required by the provisions of this Zoning Resolution the requirements of the zoning districts and the following standards shall apply.

610.01 Application

1. The off-street parking and loading requirements of this Resolution shall apply to the following:
 - a) All new buildings and uses constructed after the effective date of this Resolution.
 - b) Whenever a use, existing prior to the effective date of this Resolution, is changed or enlarged in floor area, seating capacity, or otherwise, to create a need for an increase of 10 percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a use, existing prior to the effective date of this Resolution, is enlarged to the extent of 50 percent or more in floor area, said use shall then and thereafter comply with all of the parking requirements set forth herein.
2. Whenever the number of off-street parking spaces required is to be determined from the floor area of a specified use, it shall mean the floor area of such use as defined in Chapter 300.
3. Whenever the calculations regarding the requirement for off street parking spaces yield a fractional number the required number of parking spaces shall be increased to the next whole number. (Amd. 10-20-2020)

610.02 Required Off-Street Parking Spaces

(a) The user of any lot or tract shall provide off-street parking for all residents, employees, customers, visitors, and invitees. The following table shall specify the minimum number of parking spaces to be provided:

Table 610.02 – Required Parking Spaces by Use

Proposed Land Use	Required Parking Spaces
Single-family Dwelling	2 per dwelling unit
All other residential	2 per dwelling unit
Hotels, Motels, Lodges (without Public meeting facilities)	1 per rental unit plus 1 per employee on the largest shift plus 1 for each 4 seats in the dining room or restaurant area.
Hotels, Motels, Lodges (with public meeting facilities)	1 per rental unit plus 1 per each 75 square feet of floor area used for public meeting or assembly purposes plus one per each 4 seats in any restaurant therein.
Public Meeting, Exhibition Halls, and private assembly areas (except churches)	1 for each 3 seats or 1 for each 45 square feet of assembly area whichever is greater.
Churches or places of public assembly	1 for each 3 seats or 1 for each 45 square feet of assembly area whichever is greater.

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Hospitals and clinics	1 ½ for each bed or exam room plus 1 for each employee on the largest shift
Nursing Homes	1 for each 2 beds plus 1 for each employee on the largest shift
Museums, libraries, etc.	1 for each 400 square feet of floor area open to public plus 1 for each employee on the largest shift
Child care services (not including home occupations)	1 space for each employee on the largest shift plus 1 space for each 5 children.
Primary or elementary schools	4 for each classroom
Secondary schools, colleges, trade schools, etc.	4 for each classroom plus 1 for each 4 students
Restaurants - fast food with drive thru	1 for each 3 seats plus 1 for each employee on the largest shift.
Restaurants – sit down with no drive thru	1 per each 2 seats plus 1 for each employee on the largest shift
Professional and business offices and multi-tenant offices	1 for each 300 square feet of floor area
Research and testing offices	1 per each 350 square feet of floor area
Funeral Homes	1 for each 25 square feet of floor area open to the public
Retail Stores	1 per 250 square feet of floor area
Personal care services	2 spaces per each Barber, Beautician, or Technician.
Fitness centers	1 per each 175 square feet of floor area
All industrial warehousing	20 plus 1 for each 2 employees plus 1 for each vehicle maintained on the premises.
Industrial manufacturing	1 space for every employee on the maximum shift plus 1 per each 10,000 square feet of floor area.
Golf courses	6 per hole
Athletic fields	12 spaces per field
Miniature golf	2 spaces per hole
Tennis courts / Clubs	4 spaces per court
Bowling alleys	3 spaces per lane
Driving range	1.5 spaces per tee
Riding stables	1 space per stall
Spectator sports	1 space per each 2 seats
Recreational camp	1 space per each 2 campers plus 1 space per counselor or staff

Picnic grounds	2 spaces per each picnic table plus 10 spaces per each open shelter
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(b) The parking space requirements for any use not specifically mentioned in Table 610.02 shall match those required for uses of a similar nature provided in Table 610.02. (Amd. 10-20-2020)

610.03 Design and Location

All parking and circulation areas shall, at a minimum, be designed to meet the following standards:

1. **Size** – All parking spaces shall be a rectangular area not less than 9 feet in width by 19 feet in length with the exception of compact vehicle parking spaces.
2. **Compact Vehicle Parking Spaces** – In parking areas where more than 25 parking spaces are required the owner may provide compact vehicle parking spaces in lieu of standard vehicle parking spaces for a maximum of 10 percent of the total number of parking spaces required subject to the following requirements:
 - a) Compact vehicle parking spaces shall be a minimum of 8 feet in width and 16 feet in length.
 - b) Compact vehicle parking spaces shall be clearly marked with an aluminum sign measuring a minimum of 12 inches by 18 inches and permanently affixed to a building or sign post at the end of each space. Such sign shall be mounted at a minimum of 3 feet and a maximum of 4 feet in height as viewed from the center of the parking space.
3. **Location** – Required off-street parking facilities shall be located on the same lot as the structure or use served, except where joint or combined parking areas are permitted elsewhere by this Resolution.
4. **Joint or Combined Parking Area** – Joint or combined parking areas are defined as a condition where two or more abutting lots or outlots, or individual tenants in a multi-tenant retail center, share areas of parking and circulation. Where joint or combined parking between lots or uses is permitted a cross access agreement / easement shall be executed and recorded between the individual lots. Joint or combined parking areas shall be permitted in any non-residential zoning district, and in such circumstances, the setbacks from side and rear lot lines for parking areas and circulation aisles shall not apply to lot lines common to both lots and provided for in the agreements noted above. (Amd. 12-21-2021, 12-6-2022)
5. **Construction** – All parking and loading spaces, together with driveways, aisles, and other circulation areas shall be improved with such material as to provide a durable and dust-free surface.
 - a) Exception: A gravel driveway may be permitted in the AG, RU, and LDR Districts in conjunction with a single-family dwelling or a two-family dwelling, provided the area of the lot is greater than 1.5 acres. In such circumstances, pavement as required above shall be required for a distance of at least 50 feet from the right-of-way line. This exception shall not apply whenever two or more lots have a common access drive in accordance with this Section. (Amd. 10-20-2020, 12-21-2021)

6. **Striping** – All parking spaces for uses other than single-family dwellings and two-family dwellings shall be clearly marked and striped. (Amd. 12-21-2021)

7. **Curb or Wheel Stops** - For uses other than single-family dwellings and two-family dwellings, continuous curbs or wheel stops shall be provided in all parking areas, where adjacent to landscape areas, to prevent vehicles from driving into the landscape areas. Wheel stops, if provided, shall be made of concrete, cut stone, recycled rubber or polymer in white, black or grey, or other similar material and maintained in good condition. (Amd. 12-21-2021)

8. **Landscape Islands and Parking Area Trees** – To reduce the effect of heat absorption and provide improved visual character in off street parking areas landscape islands shall be provided within all parking areas having 10 or more parking spaces in accordance with the following:
 - a) Landscape islands shall be a minimum of 8 feet in width and 19 feet in length and shall have a minimum of 2 foot radius at the outside corners.
 - b) Islands shall be provided at a rate of 1 island per each 10 parking spaces. Landscape areas located in the corners of parking areas shall count as ½ of a required landscape island.
 - c) Within double rows of parking, islands shall be combined end to end and placed at the end of parking rows as a cap or between the sides of parking spaces in a row.
 - d) Landscape islands shall be planted with trees or shrubs in accordance with the following standards:
 - (i) Parking Area Trees – Deciduous shade trees shall be provided at a rate of 1 tree for every 20 spaces for uses in commercial zoning districts, and 1 tree for every 10 spaces for all other uses. Said trees must be installed at the center of any required landscape island.
 - (ii) Whenever no deciduous tree is proposed for a required landscape island, at least 4 shrubs shall be planted per island. (Amd. 10-20-2020, 12-21-2021)

9. **Headlight Screening** – Wherever parking areas or circulation aisles for any use other than a single-family dwelling or two-family dwelling front to a public right-of-way or to any residential use, headlight screening shall be provided in accordance with the following:
 - a) Headlight screening shall be in the form of a continuous evergreen hedge planting, earthen mound, or a combination of the two and shall provide a continuous screen from the ground up to a minimum of 3 feet 6 inches in height above the surface of the parking area.
 - b) Headlight screening shall be installed parallel and adjacent to the parking area and circulation aisles being screened.
 - c) Shrubs used for the purposes of headlight screening shall be installed a minimum of 2 feet from the back of curb or wheel stop of head in parking spaces to avoid damage from the overhang of vehicles. (Amd. 12-21-2021)

10. **Driveways and Circulation** – All parking areas for 5 or more vehicles shall be served by a driveway or circulation aisle of not less than 22 feet to permit access to all required parking spaces. All other driveway or aisle widths shall be as provided for by the applicable regulations of the County Engineer or the applicable fire regulations, if any.

(Amd. 12-21-2021)

- 11. Access** – All driveway access to a public right of way shall meet the access management standards, minimum visibility standards, and all other applicable standards of the County Engineer's Office or other relevant public agency. (Amd. 10-20-2020)
- 12. Setbacks** – All driveway access, parking areas, and circulation aisles, exclusive of curb returns, shall meet the standards of the zoning district for pavement setback from the front, side, and rear lot lines.
- a) Where no specific setback for driveways, parking areas, or circulation aisles is provided by the zoning district, no driveway, parking area, or circulation aisle shall be located within the side yard or rear yard setback provided for in the zoning district.
 - b) Where no specific setback is provided by the zoning district, parking areas and circulation aisles for any use other than a single-family dwelling or two-family dwelling shall be setback at least 10 feet from any front lot line.
 - c) For any single-family dwelling or two-family dwelling, no required parking spaces shall be located within the front yard setback provided for in the zoning district. (Amd. 10-20-2020, 12-21-2021)
- 13. Compliance with other Regulations** – All off-street parking and loading areas shall meet all applicable requirements of the County Engineer's Office and shall comply with the requirements of any applicable fire regulations. (Amd. 10-20-2020, 12-21-2021)
- 14. Provision for Disabled Persons** – All off-street parking areas, other than for single-family dwellings and two-family dwellings, shall meet the requirements of the applicable building codes or regulations and the Americans with Disabilities Act for the provision of parking spaces for the physically disabled and shall include all necessary markings, striping and signage. (Amd. 10-20-2020, 12-21-2021)
- 15. Walkways** – All uses other than single-family dwellings or two-family dwellings shall provide a minimum 4' walkway or otherwise paved access from the main and secondary building entries to the parking areas. (Amd. 12-21-2021)
- 16. Common Access Drives** – When abutting lots are required by the County Engineer to have a common access drive, the setback requirements from side and rear lot lines shall not apply. A driveway permitted under this Subsection shall have a minimum width of twelve (12) feet, and be subject to all other applicable County development standards and regulations for common access driveways not otherwise addressed or exceeded by this Zoning Resolution. Address signage shall be posted in accordance with the applicable building or fire regulations. No more than two (2) lots developed with a single-family dwelling or two-family dwelling shall share any common access drive unless otherwise required by the County Engineer. (Adopted 12-21-2021, Amd. 12-6-2022)

610.04 Minimum Distance and Setbacks

The setback of parking and circulation areas from adjacent streets and properties shall be as defined by the standards of the zoning district in which they are provided. In no event shall any parking or circulation area for more than 10 vehicles be closer than 20 feet to any

dwelling unit, school, hospital, or other institution for human care located on an abutting lot, unless separated by an acceptably designed screen. (Amd. 12-6-2022)

610.05 Buffering from Adjacent Residential Land Uses

All parking and circulation areas for any use in a non-residential zoning district shall be buffered from any adjacent residential land use or zoning district in accordance with the provisions of Section 620.07 (Amd. 10-20-2020, 6-15-2021, 12-21-2021)

610.06 Off-Street Loading and Delivery

Where any use or building in any district requires the receipt or distribution of material or merchandise by vehicle, there shall be provided and maintained, on the same lot with such use or building, a minimum of one off-street loading space. The size and circulation area of loading spaces shall be adequately designed to accommodate the maximum size vehicle to be used in the delivery or distribution, and shall be located in such a way that a parked delivery vehicle shall not project into, or interfere with, any circulation area, alley, or public right-of-way. Screening for loading and delivery areas shall be as provided for in Chapter 620. (Amd. 12-21-2021)

610.07 Limitations on Parking and Storage of Certain Vehicles

The following provisions and requirements shall pertain to the parking and storage of certain vehicles:

1. **Commercial Vehicles and Construction Equipment** - Commercial vehicles including vehicles and equipment used for construction shall be regulated as follows.
 - a) Not more than 1 commercial truck, limited to a two-axle, four-tired pickup or light truck typically classified as Class 1, or 2 by the Federal Highway Administration Vehicle Inventory and Use Survey, and which has operating characteristics similar to those of a passenger car, shall be allowed per 1 dwelling unit in any residential zoning district, or any residential component within a Planned Development District. This Section shall not apply to the personal ownership and use of more than one light truck or passenger van provided said vehicle does not bear any advertisements and is registered as a non-commercial vehicle. (Amd. 10-20-2020, 12-21-2021)
 - b) Trucks having dual tires on 1 or more axles, or having more than 2 axles, typically classified as Class 3, 4, 5, 6, 7, or 8 by the Federal Highway Administration Vehicle Inventory and Use Survey, designed for the transportation of cargo and including tractor-trucks, trailers, and semitrailers shall not be allowed to be parked or stored on lots in any residential zoning district or any Planned Development District where residential uses are permitted. Commercial vehicles making temporary visits to provided services or deliveries shall not be prohibited under the terms of this Section. (Amd. 10-20-2020, 12-21-2021)
 - c) The parking or storage of commercial motor vehicles, as defined above in Section 610.07(1)(a), including those vehicles having commercial signage, commercial equipment, or structures for commercial equipment attached to the motor vehicle permanently or temporarily, shall not be permitted within any residential district, except when parked or stored in an enclosed garage. Commercial vehicles making temporary house calls or deliveries shall not be prohibited under the terms of this Subection. (Amd. 10-20-2020)
 - d) Backhoes, road graders, bulldozers, trailers used to haul commercial vehicles or goods, well rigs, tractors, and such similar vehicles and equipment used for

construction or commercial purposes are prohibited from being stored outside of a permitted or accessory structure in any residential zoning district, or any residential component within a Planned Development District. Construction equipment temporarily used for construction upon a site shall not be prohibited under the terms of this Section. (Amd. 10-20-2020)

2. **Parking of Recreational Vehicles, Boats, or other Trailers** - No recreational vehicle, boat, or other similar vehicle or trailer shall be stored or parked in any residential zoning district, or any residential component within a Planned Development District, unless completely enclosed within a permitted principal or accessory building, except as follows:
 - a) Such vehicle may be stored on the unenclosed portion any lot within the Agriculture District, Rural Residential District, and Low Density Residential District provided that such vehicle is not located within the required front, side, or rear yard setback, and is stored only on an improved surface such as gravel, concrete or asphalt that encompasses the entire vehicle. Storage of such vehicles on an unenclosed portion of a lot as provided for in this Subsection shall be limited to no more than one (1) boat and one (1) recreational vehicle or other trailer per lot. (Amd. 10-20-2020, 12-21-2021)

3. **Use of Recreational Vehicles, Boats, or other Trailers** - No recreational vehicle, boat, or other similar vehicle may be occupied or used as a dwelling unit or for any other use except as may be provided for elsewhere in this Resolution. (Amd. 10-20-2020, 12-21-2021)

4. **Inoperable Automobiles and/or other Inoperable Vehicles** – Parking or storage of inoperable vehicles and vehicle parts shall be prohibited in accordance with the provisions of Section 600.06 of this Resolution. (Amd. 10-20-2020, 12-21-2021)

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Article 6

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Chapter 615 – Signs and Advertising**615.001 Purposes of Sign Regulations Generally**

The purpose of this Chapter is to promote and protect the public health, safety, convenience, comfort, prosperity, and general welfare, by regulating existing and proposed outdoor advertising, outdoor advertising signs, and other signs as defined in this Resolution. It is intended to protect property values, create a more visually attractive economic and business climate, enhance and protect the physical appearance of the community, and preserve the scenic and natural beauty of designated areas. It is further intended to reduce sign or advertising clutter, distraction, and obstructions that may contribute to traffic accidents, reduce hazards that may be caused by signs overhanging or projecting over public rights-of-way, provide more open space, curb the deterioration of the natural environment, and enhance community development by permitting signs which are compatible with their surroundings. Where permitted within this Resolution, all signs shall comply with the requirements of the underlying zoning district, the Planned Development District standards for an applicable Planned Development District, and the provisions of this Chapter. (Amd. 10-20-2020, 12-6-2022)

615.002 Noncommercial Signs and Messages

Any sign authorized to be displayed by this Resolution may contain a noncommercial message. (Adopted 12-6-2022)

615.01 Signage Definitions

The words and terms used in this Chapter shall, when defined in Chapter 300, have the meanings provided by that Chapter. (Amd. 10-20-2020, 12-6-2022)

615.02 Sign Permit

Unless otherwise provided for in Section 615.04, signs shall only be installed or modified subsequent to and in conformance with this Zoning Resolution and an approved sign permit. A sign permit as provided for in this Chapter shall have the same effect as a zoning certificate in certifying a sign in conformance with Chapter 615 and any other requirement of this Resolution related to signs. Sign permits shall be subject to the general procedures for zoning certificates provided for in Chapter 220 and any additional provisions of this Chapter. In addition to the requirements for zoning certificate applications provided for in Section 220.01, an application for a sign permit shall include the following additional plans and information:

1. An elevation drawing, drawn to scale, of each proposed sign, indicating the display area, sign height, and proposed materials;
2. For wall signs, a building elevation, drawn to scale, indicating the location of the proposed wall sign and all applicable dimensions;
3. For ground signs, a landscaping plan, if applicable; and,
4. Such other plans and materials as may be necessary to show compliance with the sign regulations of the zoning district, or of this Chapter. (Amd., 10-20-202, 12-6-2022)

615.03 Prohibited Signs

The following signs shall be prohibited:

1. Any sign encroaching on or overhanging a public right-of-way. No sign shall be attached to any utility pole, light standard, street tree, or any other public facility located within the public right-of-way except as may be provided for by the relevant public agency.

2. Any sign located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device, or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
3. Any sign which by color, location, or design resembles or conflicts with traffic control signs or signals.
4. Any sign that does not comply with the visibility area regulations contained in Section 600.03.
5. Any illuminated sign or lighting device not installed or maintained in accordance with this Chapter.
6. Any sign attached to, painted on or placed on a motor vehicle, trailer, or other licensed or unlicensed vehicle located on private property and readable from any public right-of-way, and which serves the purpose of advertising or identifying any product, service or the like, and is used as, in lieu of, or in addition to a portable sign, trailer sign, or ground sign.
7. Any sign which utilizes changeable copy except as specifically provided by this Resolution.
8. Any sign which employs any part or element which revolves, rotates, whirls, spins, is animated, or otherwise makes use of motion to attract attention, except as specifically permitted by the Resolution for signs using automatic changeable copy,
9. Any outdoor advertising sign on a bench, trash receptacle, bus shelter, or similar structure, when visible from the public right-of-way.
10. Any sign placed, inscribed, or supported upon a roof or upon any structure which extends above the roof of any building.
11. Any sign attached to a tree or painted or drawn upon rocks or other natural features.
12. Any portable sign except as may otherwise be specifically permitted by this Resolution.
13. Any revolving light, strobe light, moving or stationary beacon, string of lights, or a windblown, inflated or air-activated device including, but not limited to, a string of pennants, string of banners, streamer, spinner, or balloon. Lights may not be attached in rows, strings, patterns, or designs that outline any portion of a building or structure, including windows. This prohibition does not apply to seasonal light displays, or lights that are an integral part of any sign permitted by this Resolution.
14. Any sign not specifically authorized by this Resolution, abandoned sign, or any sign not installed and maintained in accordance with the provisions provided herein. (Amd. 10-20-202, 12-6-2022)

615.04 Signs – Exempt or Not Requiring a Permit

1. The following signs shall be exempt from the regulations contained in this Resolution for signs:
 - a) Any traffic or similar regulatory devices, legal notices, or other warning signs or graphics installed or maintained by a public agency.
 - b) Any sign installed by a public utility or railroad when accessory to its operations as provided for by Section 519.211 of the Ohio Revised Code.
 - c) Any on-premises sign for any agricultural use except as may be provided for by Chapter 605.
 - d) Any sign or other graphic exempted by applicable law.
2. The following signs shall be permitted in all zoning districts without the requirement for a sign permit as provided in this Chapter:

- a) A wall sign displaying a street address, not larger than ten (10) square feet. Where such sign is larger than ten (10) square feet, it shall be regulated in accordance with the regulations for wall signs contained herein.
- b) Signs in the form of a cornerstones, commemorative tablet, or historical signs, not to exceed ten (10) square feet in display area.
- c) One (1) portable sign, with a display area that does not exceed nine (9) square feet.
- d) Permanent or removable window signs with a display area not to exceed 25% of the area of the window on which they are attached or in which they are displayed. (Amd. 10-20-2020, 12-6-2022)

615.05 Permanent Signs

Permanent signs shall be those permitted in areas clearly designated herein and subject to the regulations of the zoning district and this Chapter. Permanent signs requiring a sign permit are as follows:

1. Ground Signs

All non-residential uses shall be permitted ground signs in accordance with the following regulations:

- a) Number of Signs Permitted - All lots developed with a non-residential use shall be permitted one (1) permanent on-premises ground sign. Whenever a lot developed with a non-residential use fronts upon two (2) or more public roads other than a limited access highway such use shall be permitted (1) additional permanent on-premises ground sign for each frontage.
- b) Type - Unless otherwise provided for by this Resolution, all permanent on-premises ground signs accessory to any use in a commercial zoning district or office and industrial zoning district shall be monument signs.
- c) Height - The maximum height of any permanent on-premises ground sign shall be as provided for in Table 615.08.
- d) Setback - A permanent on-premises ground sign shall be setback from front, side, and rear lot lines in accordance with the provisions of Section 615.07 and Table 615.08.
- e) Display Area - The maximum allowable display area for a permanent on-premises ground sign shall be as provided for in Table 615.08 or as may be provided for elsewhere by this Resolution.

2. Wall Signs

Wall signs shall be permitted in compliance with the following regulations:

- a) Number of Signs Permitted - Every non-residential use shall be permitted one (1) permanent on-premises wall sign. Whenever the exterior walls of a building enclosing a use front upon two (2) or more public roads, one (1) additional permanent on-premises ground sign shall be permitted for each frontage.
- b) Location - A permanent on-premises wall sign shall be located on or along the wall of a building which faces a public right-of-way or parking lot and shall not project above the eaves of a sloped roof or the parapets of a flat roof. When a building on a corner lot is permitted to have two (2) or more permanent on-premises wall signs, each sign shall be mounted on a separate building wall facing a public right-or-way or parking lot as applicable. A permanent on-premises wall sign shall only be attached to an exterior wall enclosing a space occupied by the use to which the sign is accessory.
- c) Display Area - The maximum display area of a permanent on-premises wall sign shall be one (1) square foot of display area for each linear foot of building wall measured

along the wall of the building on the which the wall sign is proposed to be mounted. However, in no case may such display area exceed the maximum display area for a permanent on-premises wall sign provided for in Table 615.08 of this Resolution.

- d) Additional Regulations - Wall signs shall be installed parallel to and may not extend further than twelve (12) inches from the wall to which they are attached.

- 3. Joint Identification Signs** – Where permitted within this Resolution, all joint identification signs shall comply with the requirements of the underlying zoning district, or the Planned Development District standards adopted for each use.
- 4. On-premises Signs for Public Uses & Quasi-public Uses** – Approved public and quasi-public uses shall be permitted on-premises signs in conformance with the regulations for the applicable zoning district. However, such uses shall be permitted to utilize changeable copy as a portion of the sign copy on such signs subject to the following regulations:
- a) The display area used for changeable copy of such signs may not exceed seventy-five (75%) of the maximum display area of the sign.
- b) The use of automatic changeable copy shall be limited to ground signs, and the display area used for automatic changeable copy of such ground signs may not exceed fifty percent (50%) of the maximum display area of the ground sign.
- 5. Drive-thru Menu Boards** – Where drive-thru businesses or windows are permitted by this Resolution, such uses shall be permitted to install drive-thru menu boards with changeable copy, subject to the following conditions:
- a) The drive-thru menu board shall be located on the lot to which it refers.
- b) The sign is oriented solely for the use of patrons utilizing the drive-thru business or window.
- c) The sign is not intended to be visible from adjacent property or right-of-way.
- d) No more than two (2) drive thru menu boards shall be permitted per drive-thru lane.
- 6. Residential Development Entry Signs** – In any residential zoning district or residential portion of a Planned Development District, residential developments shall be permitted one ground sign at each vehicular entry to the development subject to the following requirements:
- a) Minimum size of development – For a residential development entry sign to be permitted the residential development shall contain a minimum of 10 platted lots constituting one development.
- b) Copy – The sign shall be permitted to advertise the name of the development only and shall include no other sign copy or advertisement.
- c) Conformance – Such signs shall conform to all of the requirements of Section 615.07 and shall be set back a minimum of 15 feet from any right-of-way.
- d) Height and Display Area – Residential development entry signs shall not exceed a total of 32 square feet in display area as defined in Section 615.07 and shall not exceed 5 feet in height.

- 7. Outdoor Advertising or Billboards** – For the purposes of this Resolution and as required by applicable law, billboards for the purposes of outdoor advertising shall be classified as a business use and shall be permitted in all non-residential districts. In addition, regulation of such signs along primary highways shall conform to the requirements of Chapter 5516 of the Ohio Revised Code, any regulations adopted pursuant thereto, and be subject to the requirements of Section 615.07 and following regulations:
- a) No billboard shall exceed three hundred (300) square feet of advertising area per side nor have more than two sides.
 - b) No billboard shall exceed fifteen (15) feet in height above the average grade nor have a length in excess of four times the height of the sign face.
 - c) The billboard use shall comply with the general regulations set forth in other provisions of this Resolution for signs and other uses, as applicable.
 - d) All billboards shall be located in compliance with all local, state and federal regulations controlling the same. Billboards shall be licensed or permitted as may be required by any other public agency.
 - e) All billboards shall be located behind the building setback lines established for the district in which the sign is located and shall be at least one thousand (1,000) feet from any dwelling, church, school, or similar use.
 - f) No billboard or outdoor advertising sign shall be located nearer than twenty-five (25) feet to any side lot line.
 - g) Spacing Requirements – Each billboard site location shall be separated from every other billboard site location in accordance with the following:
 - (i) Spacing requirements shall be measured along the curb line of the street that the billboard is oriented to and the measurement shall apply to both sides of the street.
 - (ii) Spacing requirements shall be measured from existing billboards regardless of the political jurisdiction within which any other billboard may be located.
 - (iii) Measurement of the spacing between billboard locations shall begin at a point nearest to the proposed billboard site location from an existing billboard site location and extending to a point nearest to the existing billboard site location from the proposed billboard site location.
 - (iv) No new billboard sign be located closer than 1250 feet from any existing or approved billboard.
- 8. Off-Premises Signs other than Billboards** – No off-premises sign other than a billboard shall be installed or modified unless or until a conditional use permit is issued by the Board of Zoning Appeals for such sign. In addition to the requirements and standards for all conditional use permits provided for in Chapter 240, no conditional use permit for such sign shall be issued by the Board unless or until the Board determines that the sign:
- a) Is necessary to proper wayfinding to a particular premises from public highways;
 - b) Will not increase the number of permitted signs on any lot as provided for by this Chapter or by the applicable regulations of the zoning district; and
 - c) Will otherwise comply with the setback, height, and display area regulations for on-premises signs in the zoning district and the applicable regulations of this Chapter. (Amd. 10-20-2020, 12-6-2022)

615.06 Temporary Signs

Temporary signs shall include signs indicating or promoting the sale or development of land, facilities or structures. Such signs shall comply with the provisions of Section 615.07 with the exception that temporary signs shall not be illuminated. Application shall be made to the Zoning Inspector and, upon approval, a sign permit issued for such temporary signs as are provided herein. Approval shall be for a period not to exceed those provided below and may be renewed upon application. The following requirements shall govern temporary signs:

1. **Construction / Development Signs** – Signs advertising the construction or development of a property currently under construction shall be permitted as a temporary sign. The maximum display area of such signs shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. The minimum setback for such signs shall be ten (10) feet. Permits granted for such signs shall be valid for a period of twelve (12) months and shall be limited to one (1) sign per frontage for non-residential uses. Signs of this type may only be located on the premises which is under construction.
2. **Residential Construction Signs** – Signs advertising builders or construction companies during the construction or modification of a dwelling on an individual lot shall be permitted as a temporary sign. The maximum display area of such signs shall be nine (9) square feet and the maximum height shall be four (4) feet. The minimum setback for such signs shall be five (5) feet. Permits granted for such signs shall be valid for a period of twelve (12) months and shall be limited to one (1) sign per lot or dwelling. Signs of this type may only be located on the lot one which a dwelling is being constructed or modified.
3. **Signs Advertising the Sale of Undeveloped Land** – Signs advertising the sale or lease of land available for development shall be permitted as a temporary sign. The maximum display area of such signs shall be thirty-two (32) square feet and the maximum height shall be eight (8) feet. The minimum setback for such signs shall be ten (10) feet. Permits granted for such signs shall be valid for a period of twelve (12) months and shall be limited to one (1) sign per road frontage.
4. **Signs for Model Homes and Temporary Real Estate Sales Offices** – Signs advertising a model home or temporary real estate sales office shall be permitted subject to the following requirements:
 - a) Construction – Signs of this shall be ground signs and shall not be illuminated.
 - b) Height and Display Area – Signs shall not exceed sixteen (16) square feet in display area and shall not exceed six (6) feet in height.
 - c) Location – Signs shall be limited to one (1) sign per lot, shall be located on the same lot as the model home or temporary sales office, shall be set-back a minimum of five (5) feet from any lot line or right-of-way.
 - d) Removal – Signs shall be removed from the lot upon discontinuance of the model home or temporary real estate sales office use or conversion to dwelling use. (Amd. 10-10-2020, 615-2021, 12-6-2022)

615.07 General Requirements for All Signs

1. **Sign Height** – The height of a sign shall be measured as the distance from the average grade surrounding the sign to the top of the highest attached component of the sign. The height of a sign may not be artificially increased beyond the permitted height by placement

of the sign on an earthen mound. Where no other maximum height is provided by this Resolution for a ground sign requiring a permit, the maximum height shall be six (6) feet.

2. **Sign Setbacks** – The setback of all signs from the public right-of-way shall be as provided for in this Chapter or elsewhere by this Resolution. Where no other regulation is provided herein, signs requiring a permit shall be setback from side and rear lot lines in conformance with side and rear yard setbacks of the principal building. Where no other minimum setback from a public right-of-way is provided by this Resolution for a ground sign requiring a permit, the minimum setback shall be ten (10) feet.
3. **Display Area** – The display area of a sign shall be computed by means of a continuous perimeter forming a basic geometric shape which encloses the sign copy and is differentiated from the wall or supporting structure on which it is placed in addition to the following:
 - a) **Two or More Faces** – Where a sign has two or more faces, the area of all faces shall be used in determining the display area of the sign unless the two sign faces are parallel to each other and not more than 24 inches apart or form a V-angle of less than 45 degrees.
 - b) **Supporting Structures** – Supporting structures or uprights on which a sign may be attached are excluded from the display area if they contain no sign copy and are clearly incidental to the display itself.
 - c) **Wall Signs** – For wall signs which consist of individually mounted letters, numbers, or other symbols on a wall or fascia, the display area of the sign shall be the area of a rectangle circumscribed around the letters, numbers, or other symbols.
 - d) **Awning Signs** – For awning signs, the display area of the sign shall include only the sign copy on the surface of the awning and not the entire area of the awning face.
 - e) Where no other maximum display area is provided for any permanent sign by this Resolution, the maximum display area shall be twenty-five (25) square feet.
4. **Illumination and Special Effects** – The level of illumination emitted or reflected from a sign shall not be so intense as to constitute a safety hazard to vehicular movement on any road from which the sign may be viewed, as determined by an average person. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent lots or roads.
 - a) If illuminated, signs shall be illuminated in accordance with the following regulations:
 - (i) By a white, steady, stationary light of reasonable intensity, directed solely at the sign and shielded or otherwise prevented from beaming directly onto adjacent properties or lots or public rights-of-way.
 - (ii) By white interior light of reasonable intensity with sign copy silhouetted on an opaque background. No additional background lighting shall be permitted.
 - (iii) Ground mounted light fixtures used to illuminate signs shall be screened from view by site grading or evergreen shrubs.
 - b) Signs utilizing automatic changeable copy as permitted by this Chapter or elsewhere by this Resolution shall adhere to the following regulations:

- (i) A sign utilizing a copy change procedure shall display each individual message a minimum of eight (8) seconds.
 - (ii) The images and messages displayed must be static, and the transition from one static display to another must be instantaneous to the human eye without any transition effects. Transition effects include, but shall not be limited to, wipes, fades, or other special effects.
 - (iii) Each automatic changeable copy sign shall be equipped with a light sensing device that automatically adjusts the brightness of the sign as ambient light conditions change.
 - (iv) Each automatic changeable copy sign shall be operated with monitoring and methods in place that shall either turn off the display, or show a full black image on the display, in the event of a malfunction that affects more than fifty (50) percent of the sign face.
 - (v) No automatic changeable copy sign shall exceed a brightness level of 0.3 foot-candles above ambient light as measured using a foot-candle (Lux) meter at a pre-set distance in accordance with the following procedure:
 - a. At least 30 minutes past sunset, record the ambient light while the sign is off or displaying all black copy, or with the sign's illumination blocked.
 - b. The light meter shall be held five (5) feet above the finished grade in front of the sign face.
 - c. The meter shall be aimed toward the center of the automatic changeable copy sign.
 - d. From the same location, a second reading shall be recorded while the sign is on and not blocked.
 - (vi) If the difference between the measurements is 0.3 foot candles or less, the brightness is properly adjusted; otherwise, the sign must be adjusted to comply with the brightness adjustment standard set forth above.
- 5. Installation and Attachment** – All sign types permitted under this Chapter or elsewhere by this Resolution shall comply with the follow regulations, if applicable:
- a) No sign shall be installed or attached in any manner to a fire escape or to any door or window giving access to a fire escape.
 - b) No sign shall be installed or attached in any manner that obstructs any doorway or egress window.
 - c) No sign shall be installed or attached in such manner that it may interfere with any required ventilation openings.
 - d) No sign of any type shall be installed or attached in any manner to another sign except as specifically permitted by this Resolution.
- 6. Abandoned Signs or Sign Faces** – A sign or sign face shall be considered abandoned when one or more of the following exist:
- a) The sign or sign face remains after the discontinuance of a use. For the purposes of this Chapter a use is considered to be discontinued if the equipment and furnishings of the use of the premises identified by the sign copy have been removed from the premises and have not been replaced by similar equipment within six (6) months after

such removal, or the use has been closed to the public for a continuous period of at least six (6) months.

- b) The sign or sign face is not installed or attached in accordance with the provisions of this Resolution and the owner of the sign or sign face has not complied with the written notices issued under the authority provided herein to maintain the reasonable and proper appearance and condition of the sign or sign face.

- 7. Enforcement of Sign Regulations** – If any sign or sign face is abandoned as provided herein, or is not installed or attached in accordance with the provisions of this Resolution, the Zoning Inspector shall notify in writing the owner or lessee thereof of the action necessary to comply with this Resolution. Failure to comply with the provisions of this Chapter or of any regulations related to signs provided for elsewhere by this Resolution shall be deemed a violation of this Zoning Resolution and subject to the penalties provided for in Chapter 260. (Amd. 10-10-2020, 12-6-2022)

615.08 Table of Maximum Sign Setback, Height, and Display Area

The following table provides the minimum setback, maximum height, and maximum display area for allowable wall and ground signs for the various zoning districts and uses. The maximum display area for wall signs may be further limited by the system of display area calculation provided for in Section 615.05 of this Resolution, but in no case shall the display area of such signs exceed the maximum display area provided by herein.

ZONING DISTRICT OR USE TYPE	WALL SIGNS	GROUND SIGNS		
	MAXIMUM DISPLAY AREA (SF)	MAXIMUM DISPLAY AREA (SF)	MAXIMUM HEIGHT (FT)	MINIMUM SETBACK (FT)
ORM	125	32	6	10
COM	125	32	8	10
LR	125	32	6	10
RR	125	32	6	10
SRE	100	48	8	15
OS	25	32	8	15
Public Use, Quasi-public Use, or other permitted Non-residential Use in a Residential District	25	32	8	10

(Adopted 12-6-2022)

Chapter 620 – Landscaping, Screening, and Buffering

620.001 Purposes of Landscaping, Screening, and Buffering Generally Requirements

The purpose of this Chapter is as follows:

- a) To promote and protect the interest of the public convenience, comfort, prosperity, or general welfare in accordance with Article 1 of this Resolution;
- b) To require buffering between non-compatible land uses to protect, preserve, and promote the character of the surrounding area; and
- c) To require reasonable landscaping that is beneficial to the orderly development of the community. (Amd. 10-20-2020, 12-21-2021)

620.01 Applicability and Interpretation of Landscaping, Screening, and Buffering Requirements

- 1. Unless otherwise noted, the following landscaping standards shall apply to all uses except for single-family dwellings and two-family dwellings.
- 2. In addition to any applicable requirements of the zoning district, all delivery areas, loading docks, service areas, supply yards, and other outdoor storage areas shall be screened in accordance with the provisions of this Chapter.
- 3. Any off-street parking area with 5 or more spaces shall be screened as required by the zoning district regulations and as required by this Chapter.
- 4. Within all zoning districts, any portion of any lot that is not covered with structures, paving, crop production, or forest canopy shall be landscaped at a minimum with turf grass, as defined in Section 620.04, to prevent wind and soil erosion and the nuisance of excessive wind-blown dirt and dust on adjacent lots.
- 5. Whenever overlapping screening, buffering, or landscape areas are required by this Chapter, or elsewhere by this Resolution, the more stringent buffer shall be required for such overlapping area.
- 6. Whenever multiple options are provided by this Resolution for a type of screening or buffering, such screening and buffering may be accomplished by any combination of the options provided that the minimum opacity, if any, is maintained.
- 7. Any references to buffer types provided herein shall refer to the diagrams provided in Chapter 705 of this Resolution.
- 8. Any landscaping or buffering as required by this Resolution shall be indicated on the plans submitted in conjunction with the requirements of Chapter 220 of this Resolution. (Amd. 10-20-2020, 12-21-2021)

620.02 General Regulations for Landscaping, Screening, and Buffering

All screening and landscaping shall be provided in accordance with the requirements of the individual zoning districts and with the following general regulations:

- 1. No landscaping, screening, and buffering shall be installed in a manner that creates a hazard to the public.
- 2. No landscape plantings or materials shall be located so as to adversely affect the vision of drivers, or obstruct the view within a required visibility area as provided for in Chapter 600.
- 3. Whenever any combination of required screening or buffering is proposed to be accomplished with a fence, said fence shall also meet the applicable requirements of Chapter 625. (Amd. 10-20-2020, 12-21-2021)

620.03 General Requirements for Required Landscaping Materials

The following general standards shall apply to all required landscaping, screening and buffering.

1. All landscaping materials shall be installed and maintained according to accepted nursery industry procedures. (Amd. 10-20-2020)
2. The owner of the lot shall be responsible for the continued maintenance of all landscaping materials and shall keep them in a proper, trimmed, neat, and orderly appearance free from weeds, junk, and debris at all times.
3. All landscape beds shall be maintained with defined edges and mulched on a yearly basis with natural hardwood mulch.
4. All plantings required by this Resolution which become unhealthy or dead shall be replaced within one year, or by the next planting season, whichever comes first with a plant of comparable species and size of the original plant at the time of initial planting.
5. Where required screening is to be accomplished by landscaping, the landscape materials shall achieve the required standard for height and opacity within a period of 5 years or less. (Amd. 12-21-2021)

620.04 Minimum Planting Requirements for Required Landscaping Materials

At the time of planting, all required landscaping material shall comply with the following standards:

1. **Industry Standards** – All required plant material shall comply with the latest edition of the “American Standards for Nursery Stock” as published by the American Nursery and Landscape Association.
2. **Deciduous Shade Trees** – Deciduous shade trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. All shade trees shall have a minimum caliper of at least 2 inches at the time of planting unless specified otherwise in this Resolution.
3. **Evergreen Trees** – Evergreen trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. Evergreen trees shall be a minimum height of 6 feet at the time of planting unless specified otherwise in this Resolution.
4. **Ornamental Trees** – Ornamental trees, where required by this Resolution, shall be installed balled and burlapped or from a container when planted. Ornamental trees shall have a minimum height of 6 feet or a minimum caliper of 1.5 inches at the time of planting unless specified otherwise in this Resolution.
5. **Shrubs and Hedges** – Shrubs and hedges, where required by this Resolution, may be installed balled and burlapped or from a container at the time of planting. Shrubs and hedges used for screening shall be at least 24 inches in height at the time of planting and shall be sized and spaced in order to achieve the required screening within 3 years of the time of planting unless specified otherwise in this Resolution.

- 6. Turf Grass** – Grass of the family Fescue (Gramineae), Perennial Ryegrass (Lolium Perenne), Bluegrass (Poaceae), or any combination thereof shall be planted in species normally grown as permanent lawns in Central Ohio, and may be sodded or seeded; except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used, provided that turf-grass seed shall be sown for immediate protection until complete coverage otherwise is achieved. Sod shall be clean and free of weeds and noxious pests or diseases.

620.05 Screening and Buffering of Roof and Ground-mounted Equipment

1. For any use other than a single-family dwelling or two-family dwelling, all heating, ventilating, air conditioning and other building mechanical systems and equipment or other utility hardware on the roof of a building shall be screened to the height of the equipment to prevent the equipment from being visible from any adjacent public road or adjacent residential district. This regulation shall not apply to solar panels that are flush mounted to the roof of a building.
2. Screening of Dumpsters, Storage Tanks, and Ground-mounted Mechanical Equipment – For any use other than a single-family dwelling or two-family dwelling, all dumpsters, compactors, trash receptacles, storage and fuel tanks, generators, heating and cooling equipment, and all other similar building service and mechanical equipment shall be screened from view on all sides by the proposed structure and/or free-standing walls or fences to no less than 100% opacity. Free standing walls or fences shall be at a minimum height necessary to screen the proposed use and shall meet the requirements of Chapter 625. (Amd. 10-20-2020, 12-21-2021)

620.06 Screening and Buffering of Loading, Delivery, and Service Areas

All loading, delivery, and service areas for any use in a shall be screened from view in accordance with the following standards:

1. Screening and Buffering from Non-Residential Uses
 - a. In any commercial zoning district, service and delivery areas, overhead doors, and loading docks shall be screened from view of adjacent non-residential uses by a combination of a 2' mound and a continuous planting of evergreen trees similar to Buffer Type 'C' in Appendix 1. Evergreen trees shall be a minimum of 6 feet tall at time of planting and shall be planted in such a way as to provide a minimum of 75 percent opacity screen between the service areas and/or loading docks and the adjacent use at the time of planting. Walls and fences may be used for the purposes of screening service areas and/or loading docks similar to Buffer Type 'A' in Appendix 1 and shall meet the requirements of Chapter 625.
 - b. In all other non-residential zoning districts, service and delivery areas, overhead doors, and loading docks, if required, shall be buffered from adjacent non-residential uses by a combination of a 2' mound and the installation of evergreen trees and/or shrubbery of a type and variety normally achieving a minimum of 5 feet in height. Evergreen trees and/or shrubbery shall be planted in such a way as to provide a minimum of a 75 percent opacity screen between the service area and/or loading dock and the adjacent use similar to Buffer Type 'F' in Appendix 1. Walls and fences may be used for the purposes of buffering service areas and/or

loading docks provided that such walls and fences meet the requirements of Chapter 625.

2. Screening and Buffering from Adjacent Residential Uses, US Highway 33, US Highway 42 and Industrial Parkway
 - a. In any commercial district, all sides of any service areas and/or loading docks that are visible to adjacent residential uses, US Highway 33, US Highway 42 or Industrial Parkway shall be entirely screened from view through the use of the following:
 - i. A combination of a 3' high mound and completely opaque walls or fences, in accordance with Chapter 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 10 feet in height similar to Buffer Type 'A' in Appendix 1.
 - ii. Loading docks may be screened from view by an extension of building walls provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.
 - iii. A combination of a minimum 3' high mound and a continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting. Evergreen trees shall be planted on top of the mound and staggered or spaced to achieve one-hundred percent (100%) opacity screening of the area within 5 years of planting similar to Buffer Type 'B' in Appendix 1.
 - b. In all other non-residential zoning districts, all sides of any service areas and/or loading docks that are visible to adjacent residential uses or lots, Industrial Parkway, US Highway 42, and US Highway 33 shall be entirely screened from view through the use of one of the following:
 - i. A combination of a 2' mound and completely opaque walls or fences, in accordance with Chapter 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 12 feet in height similar to Buffer Type 'A' in Appendix 1.
 - ii. Loading docks may be screened from view by an extension of a building wall provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.
 - iii. A combination of a 3' mound and evergreen shrubbery to obtain 100 percent screening of the area, to a minimum of 6 feet in height similar to Buffer Type 'E' in Appendix 1.
 - iv. A continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting, and staggered or spaced to achieve one-hundred percent (100%) opacity screening of the area similar to Buffer Type 'B' in Appendix 1.
3. Screening and Buffering of Non-residential Uses in Residential Districts
 - a. For any use in a residential district other than a single-family dwelling or two-family dwelling, all of sides any service areas and/or loading docks that are visible from any public right-of-way or from any adjacent or abutting parcel shall be screened with any combination of continuous wall, fence, mound or landscaping to a height of at least six (6) feet, and an opacity of no less than

75%. (Adopted 12-21-2021)

620.07 Screening and Buffering of Residential Districts and Uses

The following screening and buffering regulations shall apply to uses other than single-family dwellings and two-family dwellings:

1. Wherever any use in a non-residential district abuts any single-family dwelling or two-family dwelling, a landscape buffer, for the purpose of buffering the side or rear of such use or building from view of the residential use, shall be required in accordance with the following requirements:
 - a) There shall be installed, for the length of such abutting lot line, a landscape buffer consisting of a combination of a minimum 3' high mound and a continuous planting of a combination of evergreen trees and deciduous shade trees. Evergreen trees shall be a minimum of 6' in height at the time of planting and shall be staggered or spaced to achieve a minimum opacity of 75% similar to Buffer Type 'C' in Appendix 1. Deciduous shade trees shall be planted at not less than 40' on center for the entire length of the landscape buffer.
2. Wherever a parking or circulation area for any use in a non-residential zoning district abuts the side or rear lot line of any residential zoning district or any parcel zoned AG District, it shall be buffered from said adjacent residential zoning district through the use of either landscaping, or a 6' privacy fence, or any combination thereof. Said landscape buffer shall consist of a minimum of 6' height evergreen trees planted at 15' on center and shall screen the parking area at no less than one-hundred percent (100%) opacity.
(Adopted 12-21-2021)

620.08 Screening and Buffering of Supply Yards, Junk Yards, and Outdoor Storage Areas

In addition to any applicable requirements of the zoning district, supply yards, junk yards, and other outdoor storage areas, when permitted, shall be subject to the following regulations:

1. Materials, equipment and merchandise being stored outdoors shall not exceed a maximum height of 14' from the existing grade to the top of the materials being stored. For the purposes of this definition existing grade shall be defined as the general grade of the lot or area where the materials are being stored and shall not be construed to permit a total of 14' or storage from the top of a mound, ramp or other structure within that lot or area.
2. Supply yards, junk yards, and other outdoor storage areas shall be entirely screened from view on all sides through the use of any combination of the following:
 - a. A combination of a continuous minimum 3 foot high earthen mound and completely opaque masonry walls, in accordance with Chapter 625 of this Resolution and deciduous shade trees planted at no less than 40' on center similar to Buffer Type 'A' shown in Appendix 1. Said walls shall be a minimum of 7 feet in height and not exceed 12 feet in height, as measured from the top of mound to the top of wall.
 - b. A combination of a continuous minimum 3 foot high earthen mound and a continuous planting of evergreen trees and deciduous shade trees planted on top of the mound and staggered or spaced to achieve one-hundred percent (100%) opacity screening of the outdoor storage similar to Buffer Type 'B' shown in Appendix 1. (Adopted 12-21-2021)
 - c.

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Chapter 625 - Free Standing Walls, Fences, and Hedges

625.001 Free Standing Walls, Fences, and Hedges Generally

1. No wall or fence, used for any purpose, shall be erected, constructed, relocated or rebuilt without the issuance of a zoning certificate. In addition to the requirements of Chapter 220, applications for a zoning certificate to erect a fence or wall shall include plans and drawings showing the boundary and dimensions of the lot upon which the fence, or wall is to be erected; the exact height, location, length, type of material and type of construction of the proposed fence or wall; the location of the buildings on the lot; or any such other information as deemed necessary for such certificate.

2. The height of a wall or fence shall be measured from the established grade line to the highest point of the wall, fence, or hedge. Any light fixture placed on a pier or post may not exceed a height of 24" above the height of the pier. The height of a wall, fence or hedge may not be artificially increased by the use of mounding unless otherwise required by this Resolution for screening and buffering purposes. (Amd. 10-20-2020, 6-15-2021)

625.01 General Requirements for Walls, Fences or Hedges

1. No wall or fence, shall be located within the visibility area provided for in Chapter 600.
2. No wall fence shall obscure, fire hydrants, street address numbering, or other security or emergency service equipment, controls or components.
3. All walls and fences shall be structurally sound, safe, and properly finished at all times. Privacy fences shall be designed, constructed, and finished so the supporting beams and members thereof shall not be visible from any neighboring lot or right-of-way. All walls and fences shall be properly maintained and shall be kept free from damage, rot and disrepair. Walls shall be free from damage or deterioration and fences shall be kept painted or stained.
4. Fences and walls may exceed the height and location standards of this Chapter if specifically required to achieve screening and buffering of objectionable uses as required elsewhere in this Resolution.
5. In addition to the regulations of this Chapter, fences and walls within a Planned Development District shall be in conformance with an approved detailed development plan, if applicable. (Amd. 6-15-2021)

625.02 Fence Height and Location Regulations

Fences and walls shall be permitted subject to the following location and height regulations:

1. A fence or wall shall be permitted on any part of a lot located behind the front wall of the principal building. The maximum height for such fences shall be six (6) feet for fences accessory to single and two-family dwellings, and eight (8) feet for all other uses unless otherwise provided for by this Chapter or Resolution. Whenever there is no principal building, a fence of this type shall be located no closer to the right-of-way of a road than the front yard setback provided for in the zoning district.
2. A fence may be permitted between the front wall of a principal building and the right-of-way subject to the following regulations:
 - a) The fence shall be no taller than five (5) feet.
 - b) No part of said fence shall exceed twenty-five percent (25%) opacity.
3. Fences for security purposes in any non-residential zoning district may be installed to a maximum height of ten (10) feet provided that the fence is either decorative in style or materials, or fully screened from any public right-of-way and any surrounding lots by

landscaping that meets or exceeds the height of the fence within five (5) years of planting with an opacity of 100%, and is located no closer to the right-of-way of a road than the front yard setback of the zoning district. (Amd. 6-15-2021, 12-6-2022)

625.03 Fence Material Regulations

The following types of fencing materials shall not be permitted in any zoning district:

1. Walls, fences or other landscaping equipped with, or having barbed wire, spikes, sharp points, or any similar device shall be prohibited with the exception of fences installed for the purposes of security within the Commerce District that are completely screened from view as required by Section 445.05(5).
2. Fencing or walls designed to emit an electric charge sufficient to cause a shock more severe than that typically found in standard livestock fencing shall be prohibited.
3. The use of chicken wire, poultry wire, or hex netting fence consisting of a plain, galvanized or PVC coated material shall be prohibited.
 - a) Exception: Vinyl coated metal mesh (square or rectangle mesh) may be used as an attachment to the interior of fencing and shall be brown or black in color.
 - b) Exception: Nothing in this Resolution shall be construed to prevent the use of such material for gardening purposes on any residential lot provided it is located no closer to the right-of-way of any road than the front wall of the principal building.
4. Chain link fences shall not be permitted except for the following instances:
 - a) Chain link fences may be used when accessory to outdoor athletic facilities such as tennis courts, basketball courts, baseball or softball diamonds, or swimming pools.
 - b) In any non-residential zoning district, chain link fence may be used for security purposes subject to the follow regulations:
 - (i) The chain link fence shall be coated black or brown.
 - (ii) The chain link fence shall be located behind the front wall of the principal building. Whenever there is no principal building, a fence of this type shall be located no closer to the right-of-way of a road than the front yard setback provided for in the zoning district.
 - (iii) The chain link fence shall be located inside of the required screening, if any. Whenever there is no required screening, said chain link fence shall be fully screened from any public right-of-way and any surrounding lots by landscaping that meets or exceeds the height of the fence within five (5) years of planting with an opacity of 100%.
 - c) In the Rural Residential District and Low Density Residential District, chain link fence may be used as a fence material provided such fencing is located no closer to the right-of-way of a road than the front wall of the principal building. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

Chapter 630 – Exterior Lighting Standards**630.001 Exterior Lighting Generally**

The purpose of this Chapter is to regulate outdoor lighting in order to reduce or prevent light pollution and to minimize lighting impacts on surrounding properties. This means to the extent reasonably possible the reduction or prevention of glare and light trespass, and promotion of safety and security. The regulations of this Section shall apply to all lighting that illuminates the exterior of a building, structure, open space, parking and loading areas, or other features of a lot with the exception of temporary lighting for the purposes of illuminating construction sites. Such temporary lighting shall be subject to a temporary use permit. (Amd. 10-20-2020)

630.01 Applicable Zoning Districts

Exterior lighting requirements shall apply to all office, commercial, and industrial zoning districts, and any commercial, industrial, or multi-family component of a Planned Development District. Lighting plans shall be submitted for approval with all applications for a zoning certificate. (Amd. 10-20-2020)

630.02 Submittal Required

An exterior lighting plan demonstrating compliance with the lighting standards shall be submitted and approved by the Zoning Inspector prior to the issuance of a zoning certificate. The exterior lighting plan shall contain the following information:

1. Scaled site plans with property boundaries shown, building plans, and all building locations, building entrances, and building elevations. The plan should include layouts of the parking lot(s), driveway(s), pedestrian pathway(s), adjacent right-of-way(s), a north arrow, an address or legal description.
2. Cut-sheet(s) (profiles or specifications) for all proposed exterior light fixtures and poles.
3. Scaled ISO foot-candle plots and/or point-by-point foot-candles layouts defining compliance.
4. All changes during the construction process made after Issuance of a zoning certificate shall be *reviewed* and *approved* prior to installation and final acceptance.
5. All developments with 10 or more parking spaces are required to provide exterior lighting for all exterior doorways, pedestrian pathways and vehicular use areas.
6. All developments with less than 10 parking spaces may provide exterior lighting at all exterior doorways.
7. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site. (Amd. 10-20-2020)

630.03 Exterior Lighting Standards and Requirements

The following standards shall apply to all exterior illumination of exterior grounds and surfaces of a site:

1. Adverse impact in the form of light pollution resulting in a public nuisance shall be prohibited. Light pollution is defined as any measurable, artificial illumination that strays beyond a site boundary both horizontally and vertically.
2. No outdoor lighting shall be of such an intensity or color distortion as to cause glare or to impair the vision of drivers or pedestrians.
3. Lighting uniformity shall not exceed a 10:1 maximum to minimum light level and a 4:1 average to minimum light level.

4. The overall height of pole-mounted luminaries shall be measured from finished grade to top of fixture unless otherwise limited and shall not exceed the maximum height as required by the individual zoning district or the requirements of the Planned Development District.
5. Lighting mounted on a building or structure shall not exceed the height of the building or structure.
6. No blinking, flashing, fluttering lights, search lights or other illuminated device that has a changing light intensity, brightness or color is permitted in any zoning district, except for temporary holiday displays.
7. All outdoor recreational / sport facility lighting will be reviewed for compliance with regard to the intent of these regulations to minimize the impact of light trespass and glare on all adjacent lots and public rights-of-way.
8. All exterior lighting used to light vehicular use areas and pedestrian pathways shall be a "Total Cut-Off Type", as defined by the latest Illuminating Engineering Society of North America's IESNA standard. All other exterior lighting including, but not limited to, doorways, architectural, accent, landscape signage, decorative, security, floodlighting or area lighting shall be "Total Cut-Off Type." No portion of the lamp, reflector, lens or refracting system may extend beyond the housing or shield so as to create or allow glare to be visible from offsite, with the following exceptions:
 - a) Lighting required by the applicable building or fire regulations for emergency egress when operating in emergency conditions.
 - b) Light sources which DO NOT exceed 2300 initial lumens or 4000 main beam candlepower. Roughly equal to the lighting output of one 100 watt incandescent light bulb.
9. Light originating on a site shall not be permitted to exceed the following values when measured at grade 10 feet beyond the lot line for the following adjacent land uses:

Table 630.03 Maximum Light Trespass on Adjacent Lots

Land Use	Maximum Light Trespass on Adjacent Property
Residential	0.3 foot-candle
Multi-family	0.5 foot-candle
Office / Commercial	1.0 foot-candle
Industrial / Warehouse	1.5 foot-candle
Outdoor Sports Facility	See ** note above

10. All other luminance not addressed shall not exceed IESNA recommendations as published in their Lighting Handbook, Lighting for Exterior Environments, Recommended Practice for Lighting Merchandising Areas, or other applicable IES publications, as these publications are amended. (Amd. 12-6-2022)

Chapter 635 – Home Occupations**635.001 Home Occupations Generally**

Home occupations are essential to creating a diverse economy, reducing long commuting times and supporting a sense of community. All permitted home occupations shall conform to the requirements of the individual zoning district and the following requirements. Nothing in this Chapter or Zoning Resolution shall prevent or restrict a resident from having a home office or working from home as a “satellite” employee when such home office has no additional employees, has no regular in-home meetings or appointments, requires no signage or identification, and all of the work functions are contained entirely within the principal dwelling. (Amd. 10-20-2020)

635.01 Limited Home Occupation

A Limited Home Occupation shall be defined as a home occupation carried on entirely within the principal dwelling in accordance with the following standards:

1. The limited home occupation shall be clearly incidental and secondary to the use of the dwelling for residential occupancy and there shall be no substantial indication of the non-residential use of the premises which is visible or apparent as viewed from off the premises.
2. No person, other than those residing on the premises, shall own or operate such home occupation. Not more than 1 non-resident employee shall be employed at any one time in a limited home occupation.
3. There shall be no change in the outside appearance of the building or premises and no signage shall be permitted for a limited home occupation.
4. No limited home occupation shall be conducted in any accessory building or structure.
5. The exterior access to the space devoted to the limited home occupation shall not be used exclusively for such use.
6. No equipment or process shall be used in such limited home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment and/or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
7. No noise associated with a limited home occupation, including musical instruction, shall be detectable off of the lot or premises or shall cause a nuisance to adjacent property owners.
8. No commercial vehicles, having dual axles, designed for the transportation of cargo including tractor-trailers shall be used for the delivery of materials to or from the premises in conjunction with the conduct of a limited home occupation.
9. No traffic shall be generated by such limited home occupation in greater volumes than would normally be expected in a residential neighborhood.
10. There shall be no exterior storage of equipment used in a limited home occupation. (Amd. 12-6-2022)

635.02 Expanded Home Occupation

An expanded home occupation may be allowed as a conditional use of a residential dwelling unit or approved accessory structure for a legitimate business, profession, trade, service or vocation, whether or not for profit, carried on within an enclosed dwelling or approved accessory structure by the occupants residing therein in accordance with the following standards:

1. The expanded home occupation shall be clearly incidental and secondary to the use of the dwelling for residential occupancy and the expanded home occupation shall occupy no more than 25% of the floor area of the dwelling.
2. No person, other than those residing on the premises, shall own or operate such occupation. Not more than 2 non-resident employees shall be employed on premises at any one time in an expanded home occupation.
3. The exterior access to the space devoted to the expanded home occupation shall not be used exclusively for such use.
4. No equipment or process shall be used on premises in such expanded home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference that shall create a nuisance to adjacent properties. In the case of electrical interference, no equipment and/or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
5. Delivery of materials, equipment or supplies to an expanded home occupation shall be limited to commercial vehicles or light trucks falling under the Federal Highway Administration Vehicle Inventory and Use Survey Class 1, 2,3,4,5,or 6. In no case shall a heavy duty vehicle of Class 7 or 8 requiring a Class B license to operate be used in a delivery to or from an expanded home occupation. Not more than 2 deliveries of materials, equipment or supplies shall be received per day in conjunction with an expanded home occupation, and such deliveries shall be limited to normal business hours.
6. If permitted, an expanded home occupation engaged in the repair or refurbishment of motor vehicles may operate in an approved accessory structure with the following requirements:
 - a) The approved accessory structure shall not be constructed on the lot in front of the principle residential structure.
 - b) In no case shall "junk" or "parts" vehicles or vehicles without a current vehicle registration, be stored outdoors anywhere on the lot or premises.
 - c) The storing or stacking of customer vehicles outside of the approved accessory structure shall not be permitted.
7. No traffic shall be generated by such extended home occupation in greater volumes than would normally be expected in a residential neighborhood.
8. All storage related to the expanded home occupation use shall be contained within an enclosed building. (Amd. 12-6-2022)

635.03 Zoning Certificate Required to Conduct Home Occupation

All persons proposing to conduct a home occupation shall obtain a zoning certificate. (Amd. 12-6-2022)

Chapter 640 – Temporary Uses, Events, and Sales**640.001 Temporary Uses, Events, and Sales Generally**

Due to the special characteristics and non-permanent nature of temporary uses, events, and sales, this Chapter establishes the requirements necessary to properly locate and control the activities of these uses in order to secure the public health, safety and general welfare. (Amd. 10-20-2020, 12-21-2021)

640.01 Temporary Use, Permit Required

When required by this Chapter, no temporary use, event or sale shall commence until a temporary use permit shall has been issued by the Zoning Inspector. Temporary use permits shall be subject to the general procedures for zoning certificates provided for in Chapter 220 and any additional provisions of this Chapter. (Amd. 10-20-2020, 12-21-2021)

640.02 Application Required

In addition to the applicable requirements provided for in Section 220.01, an application for a temporary use permit shall be filed at least ten (10) days prior to the commencement of the proposed temporary use, event, or sale. Each application for a temporary use permit shall contain a site plan or sketch which illustrates the following:

1. The lot or lots where the event or sale will occur.
2. The size and location of all existing and proposed buildings and structures on the lot, whether they are principal or accessory, or temporary or permanent structures.
3. The existing use and intended temporary use of all parts of the land, buildings, and structures, whether permanent or temporary.
4. Existing zoning district of all adjacent lots.
5. Location of existing and/or proposed parking spaces, traffic flow, wheel stops, access drives, building and parking setbacks, yard requirements, and existing and proposed sanitary facilities.
6. Existing and proposed signs and billboards, including lighting and size detail.
7. Written permission from the owner of the lot, if not the applicant.

Such other information with regard to the temporary use, lot, and neighboring lots as may be necessary to determine and provide for the enforcement of this Zoning Resolution. (Amd. 10-20-2020, 12-21-2021)

640.03 Prohibited Temporary Uses, Events, and Sales

Any temporary use, event, or sale not listed in this Chapter or provided for elsewhere in this Resolution shall be considered prohibited. Should a temporary use permitted under this Chapter be conducted in a manner inconsistent with the regulations provided herein, such temporary use, event, or sale shall also be considered prohibited. (Amd. 10-20-2020, 12-21-2-21)

640.04 Temporary Use/Activities Not Requiring a Temporary Use Permit

The following temporary uses, events or sales are deemed to be permitted temporary uses, events or sales not requiring a temporary use permit provided they are conducted in conformance with the standards of this Section:

1. **Garage, Porch, Yard, or Similar Sales** – Garage, porch, yard, or similar sales shall be limited to not more than 2 consecutive days and only 4 such sales may be conducted during any 1 calendar year. The term "Garage, Porch, Yard, or Similar Sales" shall be defined as a sale of personal property to the general public conducted inside or outside a dwelling unit on any lot within a residential zoning district. A garage, porch, yard or similar

sale does not include the casual sale of motor vehicles, boats, trailers, motorcycles, recreational vehicles, and other similar types of vehicles, which shall be regulated in accordance with the provisions of Section 640.03(3). In addition, the following regulations shall apply to garage, porch, yard, or similar sales:

- a) Such sales shall not be conducted on consecutive weekends nor exceed three (3) consecutive days in length.
- b) No sale of this type shall commence before the hour of 8:00 a.m. nor extend later than 8:00 p.m.
- c) Personal property offered for sale shall not be displayed closer than 20 feet of a public roadway or within the public right-of-way.
- d) Signs for sales shall adhere to Chapter 615 of this Zoning Resolution.
- e) No sale of this type conducted within a dwelling unit shall occupy more than 200 square feet of floor area of such dwelling unit.
- f) No person shall sell or offer for sale at such sales any merchandise that has been purchased, consigned or otherwise acquired for purposes of resale. No person shall sell or offer for sale at such home sale any personal property except such property that has been owned, maintained and used for personal household use by such person or members of his family on or in connection with the premises on which such sale is held. Nothing in this provision is intended to prohibit a shared or community garage sale.

2. Foreclosure or Estate Sales – Foreclosure or estate sales involving the complete liquidation of all personal property located within the entire dwelling unit shall be limited to not more than 2 consecutive days and only 1 such sale may be conducted by the owner or occupant of such dwelling unit.

3. Casual Sales of Motorcycles and Motor Vehicles, including Boats, but not including Trailers, Recreational Vehicle and Other Similar Vehicles – A casual sale of a motor vehicle, motorcycle or boat may be conducted on any parcel in a residential zoning district provided the following criteria are met:

- a) No person shall sell or offer for sale any such vehicle that has been purchased, consigned or otherwise acquired for purposes of resale. The offering of a new vehicle for sale shall be prima facie evidence that such vehicle was acquired for purposes of resale.
- b) No person shall sell or offer to sell any such vehicles, except such vehicles as have been owned, maintained and used for personal household use by such person or members of his/her family on or in connection with the premises on which the vehicle is being sold.
- c) No more than 3 such vehicles may be sold or offered for sale in any 1 calendar year.
- d) No more than 1 such vehicle shall be displayed for sale on or from any lot at any time. Such displayed vehicle shall be located upon an approved driveway or parking area and be parked no nearer to the right-of-way than 15 feet. (Amd. 12-21-2021)

640.05 Temporary Use/Activities Requiring a Temporary Use Permit

The following temporary uses, events or sales are deemed to be permitted temporary uses, events or sales which shall require a temporary use permit, and are subject to the following requirements in addition to applicable development standards of the district in which the use is located:

1. Temporary Sales and Services – Temporary sales, such as sales of plants, flowers, arts and crafts, produce, or similar items may be permitted within the parking area of any use

within any non-residential district or of any public or quasi-public use. No such sale may exceed 45 days in length nor occupy more than 25% of the required parking. Such sales shall be limited to no more than twice within any calendar year for lots with an established use, and no more than once for any lot with no permanent tenant or established use.

2. **Temporary Real Estate Sales Offices and Model Homes** – Temporary real estate sales offices within a dwelling or model homes may be permitted for any new development within a residential zoning district or any residential component of a Planned Development District that contains 10 or more platted lots. Sales activities shall be limited to that development only and shall not involve sale or lease of lots or dwellings not contained with the development. A dwelling used as a temporary real estate sales office may not be simultaneously occupied or used as a dwelling. Such temporary office or model home use shall cease upon completion of the sales of lots within the development. A zoning certificate shall be required to re-establish the dwelling use and the dwelling shall meet all applicable building regulations. (Amd. 10-20-2020)
3. **Temporary Additional Dwelling** – Any lot in an Agricultural, Rural Residential, or Low Density Residential zoning district may be permitted a temporary additional single-family dwelling subject to the following regulations:
 - a) If the existing dwelling on such a lot has been damaged or destroyed by fire or other disaster, the owner of the lot may be permitted to live on-site in a temporary dwelling during the re-construction of the existing dwelling. Such temporary dwelling shall be permitted only for the duration of the active re-construction of the existing dwelling and shall be removed within 30 days of receiving a certificate of occupancy for the principal dwelling.
 - b) The owner of such a lot may be permitted to live in an existing dwelling on the lot during construction of a new dwelling on the same lot provided that the existing dwelling shall be demolished within 30 days of having received a certificate of occupancy for the new dwelling. A permit issued for such a purpose shall be valid for a period not to exceed 12 months and shall be eligible, upon application to the zoning inspector, for (1) additional 6 month period. The existing dwelling shall be demolished within 30 days of the expiration of such permit.
 - c) For the purposes of Section 640.05(3)(a), said temporary dwelling may consist of a manufactured home, mobile home, recreational vehicle, or similar trailer arranged as a single dwelling unit. Nothing in this Subsection shall be interpreted as otherwise modifying the permitted uses in any zoning district, or as allowing storage of such vehicles or trailers on any lot except as provided for in Chapter 610 or elsewhere in this Resolution. (Amd. 10-20-2020, 12-21-2021)
4. **Temporary Buildings and Storage Facilities at Construction Sites** – Temporary buildings, offices, and equipment and storage facilities required in conjunction with construction activity may be permitted within any district for a period of one year, except that six-month extensions may be granted if construction is substantially underway. Such uses shall be removed immediately upon completion of the construction, or upon expiration of the temporary use permit, whichever occurs first. (Amd. 12-21-2021)
5. **Temporary Public Events** – Temporary public events sponsored by a public or non-profit organization may be permitted within any non-residential zoning district or on any lot with a public or quasi-public use, provided adequate off-street parking, sanitary facilities, lighting, and security are provided. Temporary public events shall be limited to not more than 7 consecutive days and only 2 such events may be conducted on any single lot in

any 1 calendar year. Temporary public events include, but are not limited to, temporary uses such as tent meetings, bazaars, festivals, art shows, and other similar public events not intended to attract more than 500 persons on any single day. (Amd. 10-20-2020, 12-21-2021)

- 6. Portable Storage Units** – Portable storage units in accordance with the provisions of Sections 640.06 and 640.07.

640.06 Portable Storage Units

Portable storage units may be permitted as a temporary use in any zoning district only in conjunction with the following activities:

1. Temporary use for construction sites as accessory to and in association with an on-going commercial or industrial construction project. Such storage unit shall be removed upon substantial completion of the project.
2. Temporary use when the occupant of the lot on which the portable storage unit is located is relocating. Portable storage unit shall not be located on the lot for a period exceeding 7 consecutive days or for a period of 14 total days in any 180 consecutive day period.
3. Temporary use to facilitate temporary activities not described above for a period not to exceed 7 consecutive days or for a period of 14 total days in any 180 consecutive day period. (Amd. 12-21-2021)

640.07 Portable Storage Unit Regulations

Portable storage units shall be subject to the following requirements:

1. A portable storage unit placed on any residential lot in any district shall not exceed 170 square feet in size (total floor area) and 8 feet in height.
2. Portable storage units used for the purpose of storing tools, materials and equipment for commercial and industrial lots under construction may exceed 170 square feet. Such storage units may only be permitted on property currently under construction and shall be removed immediately upon substantial completion of the construction work. On properties where construction work has halted for a period greater than 4 consecutive weeks all storage units and storage trailers shall be removed.
3. Not more than 1 portable storage unit shall be permitted on any lot at any time, with the exception of commercial or industrial lots currently under construction.
4. No portable storage unit shall be located in a public right-of-way.
5. Portable storage units shall be located no closer to any lot line than 10 feet, or the required minimum side or rear yard setback for accessory buildings in the district in which the unit is located, whichever is greater.
6. Portable storage units, except those used for the storage of tools, materials and equipment on commercial or industrial properties under construction, shall only be used for the storage of personal property and for no other purpose whatsoever.
7. The placement of portable storage units shall be in such manner as not to create a public nuisance. (Amd. 10-20-2020, 12-21-2021)

Chapter 645 – Accessory Uses and Accessory Structures**645.001 Accessory Uses and Accessory Structures Generally**

Accessory uses and accessory structures shall meet the standards and requirements of the applicable zoning district, if any, and the requirements of this Chapter. An accessory use or accessory structure shall be permitted in any district provided that:

1. It is incidental to and customarily found in connection with the principal use or principal structure permitted in the district;
2. It is subordinate to and serves the principal use or principal structure;
3. It is located on the same lot as the principal use or principal structure which it serves; and,
4. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the principal use or principal structure served.
5. In addition to the requirements above, the following generally regulations shall apply to accessory uses and structures:
 - a. Except as otherwise provided by this Zoning Resolution, a use or structure which is interpreted by the Zoning Inspector or Board of Zoning Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having an approved existing principal use or principal structure.
 - b. Fences and walls shall be considered permitted accessory structures subject to the requirements of this Section and of Chapter 625. (Amd. 6-25-2018, 10-20-2020, 6-15-2021)

645.01 Uses, Structures, and Buildings Accessory to Uses other than Single-family Dwellings and Two-family Dwellings

Except as otherwise provided by this Resolution, uses, structures, and buildings accessory to uses other than single-family dwellings and two-family dwellings shall be subject to the following regulations:

1. Accessory buildings, detached open roofed structures, detached decks, and other accessory structures requiring a building permit shall not be located in any front, side, or rear yard setback. This regulation shall not apply to fences that are otherwise in compliance with the provisions of this Resolution, including Chapter 625.
2. Accessory buildings shall be located no closer than ten (10) feet to the principal building and no closer than five (5) feet to any other accessory building. (Amd. 12-17-2018, 10-20-2020, 6-15-2021, 12-6-2022)

645.02 Uses, Structures, and Buildings Accessory to Single-family Dwellings and Two-family Dwellings

Except as otherwise provided by this Resolution, uses, structures, and buildings accessory to single-family dwellings and two-family dwellings shall be subject to the following regulations:

1. Accessory buildings, detached unenclosed roofed structures, detached decks and other accessory structures requiring a building permit shall not be located within any front yard setback as provided for in the zoning district, and shall not be located closer to the right-of-way of any road than the principal building.
 - a) Exception: On any lot in the Agricultural District or Rural Residential District which has a lot area of 2 acres or more, accessory buildings, detached unenclosed roofed structures, and accessory structures requiring a building permit may be located closer to the right-of-way of a road than the principal building.

2. Accessory buildings, detached unenclosed roofed structures, detached decks, and other accessory structures requiring a building permit shall not be located closer to any side or rear lot line than provided for in Table 645.02.
 - a) Exception: Whenever an accessory building or structure is located based on the provisions of Subsection (1)(a) of this Section, the side yard setback for the principal building shall apply.
3. Accessory buildings and detached unenclosed roofed structures shall be located no closer than ten (10) feet to the principal building and no closer than five (5) feet to any other accessory building.
4. The maximum floor area, maximum height, and setbacks from lot lines for accessory buildings and detached unenclosed roofed structures shall be as provided for in Table 645.02.
(Amd. 12-17-2018, 10-20-2020, 6-15-2021)

Table 645.02 Accessory to Single-family Dwellings and Two-family Dwellings

Lot Area	Total Maximum Permitted Floor Area of Accessory Building(s)	Maximum Height	Setback from Side Lot Line	Setback from Rear Lot Line
Less than .50 acre	484 square feet	15 feet	10 feet	10 feet
Equal to or greater than .50 acre but less than one (1) acre	720 square feet	15 feet	10 feet	10 feet
Equal to or greater than one (1) acre but less than two (2) acres	1200 square feet	20 feet or the height of the principal structure, whichever is less.	10 feet	15 feet
Equal to or greater than two (2) acres but less than three (3) acres	2000 square feet	20 feet or the height of the principal structure, whichever is less.	Per the zoning district regs.	Per the zoning district regs.

Equal to or greater than three (3) acres but less than four (4) acres	2560 square feet	Per the zoning district regs. or the height of the principal structure, whichever is less.	Per the zoning district regs.	Per the zoning district regs.
Equal to or greater than four (4) acres but less than five (5) acres	3000 square feet	Per the zoning district regs.	Per the zoning district regs.	Per the zoning district regs.
Five (5) or more acres	4000 square feet	Per the zoning district regs.	Per the zoning district regs.	Per the zoning district regs.

(Amd. 12-17-2018, 6-15-2021, 6-15-2021)

645.03 Swimming Pools as Accessory Uses or Structures

When not otherwise permitted as a primary use, swimming pools shall be permitted as accessory uses in accordance with the following regulations:

1. **Private Residential Swimming Pools** – In all zoning districts where single-family and two-family dwellings are permitted uses, the following regulations for accessory swimming pools shall apply:
 - a) The swimming pool is intended and is to be used solely for the enjoyment of the occupants of the dwelling unit of the lot on which it is located.
 - b) A private residential swimming pool permitted under this Section shall not be located within any front yard setback as provided for in the zoning district and shall not be located closer to the right-of-way of any road than the front wall of the principal building. A private residential swimming pool shall be located no closer to a rear lot line than ten (10) feet and no closer to any side lot line than the side yard setback of the zoning district or ten (10) feet, whichever is less. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

2. **Residential Development Swimming Pools** – A pool that is accessory to and located within a development of single-family, two-family, multi-family dwellings or any combination thereof shall be a residential development swimming pool. A residential development swimming pool shall be subject to the same yard setback requirements as listed for principal buildings and structures in that zoning district. (Amd. 10-20-2020, 6-15-2021)

3. **Community or Club Swimming Pools** – Where permitted by the appropriate zoning district, a community or club swimming pool shall be subject to the following requirements:

- a) The pool is intended for the use and enjoyment of the members and families, and guests of members of the association or club under whose jurisdiction the pool is operated.
- b) The pool and all accessory structures to include decks or areas used by bathers shall not be closer than fifty (50) feet to any lot line. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

4. General Regulations for Pools – In addition to the regulations of this Section for specific pool types, all pools or the entire lot upon which any pool is located, shall be walled or fenced in such a manner as to prevent uncontrolled access. Said fence or wall shall meet all the requirements of this Resolution as to fence type and location, the applicable building and health regulations, and any other applicable regulatory requirements but in no case shall such fence or wall be less than four (4) feet in height. Said fence wall or wall shall be maintained in good condition with a gate and lock. (Adopted 6-15-2021)

645.04 Special Regulations for Patios as Accessory Structures

Except as otherwise provided by this Resolution, patios accessory to single-family dwellings and two-family dwellings, or other uses shall be subject to the following regulations:

- 1. When accessory to a single-family dwelling or two-family dwelling, patios shall not be located within any front yard setback. When accessory to any use other than a single-family dwelling or two-family dwelling, a patio may be located within a front yard setback, but shall not be located within any side or rear yard setback.
- 2. On any lot developed with a single-family dwelling or two-family dwelling, patios shall be located no closer to any side lot line than the side yard setback of the zoning district or ten (10) feet, whichever is less.
 - a) Exception: On any lot with a width of fifty-five (55) feet or less, the above setback from a side lot line shall not apply and there shall be no required setback from a side lot line for a patio.
- 3. On any lot developed with a single-family or two-family dwelling, patios shall not be located closer to any rear lot line than the rear yard setback or ten (10) feet, whichever is less. (Adopted 6-15-2021, Amd. 12-6-2022)

645.05 Accessory Dwelling Units

Where specified within residential zoning districts, accessory dwelling units may be permitted as a conditional use in association with a principal single or two-family dwelling provided that the following standards are met:

- 1. The property owner shall live on-site, and the accessory dwelling unit shall be subservient to the principal use of the property as a dwelling.
- 2. Size of accessory dwelling unit or handicapped accessible suite: 600 square feet of floor area minimum, 816 square feet of floor area maximum.
- 3. Shall maintain a single-family residential appearance that blends with the principal structure and the neighborhood. An architectural rendering and floor plan shall be provided to and approved by the Board of Zoning Appeals in conjunction with review of a conditional use permit.
- 4. Central water and sewer shall be provided, or the lot shall be adequately sized for, and systems approved for water supply and wastewater disposal to serve both the principal residence and the accessory dwelling unit.

5. Off-street parking shall be provided for both the principal dwelling and the proposed accessory dwelling unit.
6. If the accessory dwelling unit is proposed to be above or within an approved accessory building, the maximum height of the accessory building shall conform to the maximum height for accessory buildings provided for in Table 645.02. All structures shall meet the standards of the applicable building regulations. (Amd. 10-20-2020, 6-15-2021, 12-6-2022)

645.06 Private Towers, Antennas, and Similar Structures

The private ownership (not of a public utility or similar organization) of radio and T.V. towers, antennas, satellite earth stations (dish antennas in excess of 24" diameter), solar collectors, and similar structures may be permitted in association with a principal use or structure provided that the following standards are met:

1. All towers, antennas and similar accessory structures shall be located no closer to the right-of-way of a road than the front yard setback of the zoning district and no such structure shall be permitted to encroach upon the minimum required side yard and rear yard setback.
2. No such structure shall be permitted to exceed 35 feet in total height, inclusive of the height of any building or base upon which said structure is erected, except upon issuance of a conditional use permit in accordance with Chapter 240 of this Resolution.
3. Any guy anchorage or similar device shall be at least ten (10) feet from any lot line.
4. No structure shall be in excess of a height equal to the distance from the base of the structure to the nearest overhead electrical power line or phone line less 5 feet, excluding lines which serve only the lot on which said structure is placed.
5. No structure shall be closer to any property line than an amount equal to the height of the structure plus 20 feet.
6. Suitable fencing and/or landscaping or other treatment is provided to effectively prevent unauthorized climbing of the structure.
7. The structure or activity for which the structure is used shall not interfere with radio and television reception on nearby properties.
8. Proposed solar collectors (including roof mounted facilities) shall be sited and screened as necessary to prevent glare from impacting any public road.
9. Prior to issuance of any zoning certificate for a tower or similar structure as described in this Section, the applicant shall submit an application for a zoning certificate in accordance with Chapter 220. In addition to the requirements of that Chapter, said application shall include the following additional information:
 - a) Proposed location and height of proposed structure, support systems, and distances to the nearest phone, electric lines and lot lines.
 - b) Type of structure and construction materials, and, if requested by the Zoning Inspector, a structural engineering analysis.
 - c) Documentation of any maintenance program which may be necessary.
 - d) Proof that a building permit can be obtained or is not necessary for the proposed structure.
 - e) Proof that any license which may be required has been or will be obtained.
 - f) All fencing, landscaping or other treatment which may be required.

Zoning Resolution

Jerome Township, Union County, Ohio

Article 6

General Development Standards

- g) Other information as may be requested by the Zoning Inspector. (Amd. 10-20-2020, 6-15-2021)

Chapter 650 – Small Wind Projects**650.001 Small Wind Projects Structures Generally**

The purpose of this Section is to accommodate small wind projects, or wind energy systems, under 5 megawatts in size in appropriate locations, while minimizing adverse visual, safety and environmental impacts of the system. In addition, this Section provides a permitting process for small wind projects to ensure compliance with the provisions of the requirements and standards established herein. (Amd. 12-17-2018, 10-20-2020)

650.01 Definitions

As used in this Chapter, the follow definitions shall apply:

1. **Anemometer** – A temporary wind speed indicator constructed for the purpose of analyzing the potential for utilizing a wind energy system at a given site. This includes the tower, base plate, anchors, cables and hardware, wind direction vanes, booms to hold equipment, data logger, instrument wiring, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location.
2. **Fall Zone** – The potential fall area for a tower-mounted wind energy system. It is measured by using 110% of the total height as the radius around the center point of the base of the tower.
3. **Structure Mounted Wind Energy System** – A wind energy system mounted on a structure roof, walls, or other elevated surface that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. A structure mounted wind energy system shall project no more than 15 feet above the highest point of the roof excluding chimneys, antennae, and other similar protuberances.
4. **Net Metering** – The process by which surplus energy generated by a customer, as measured by the difference between the electricity supplied by an electric service provider and the electricity generated by a customer in an applicable billing period, is fed back to the electric service provider with customer compensation.
5. **Power Grid** – The transmission system created to balance the supply and demand of electricity for consumers in Ohio.
6. **Shadow Flicker** – Shadow flicker occurs when the blades of the turbine rotor cast shadows that move across the ground and nearby structures.
7. **Tower Mounted Wind Energy System** – A wind energy system mounted on a tower that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system.
8. **Tower** – The monopole or guyed monopole constructed to support a wind energy system.
9. **Total Height** – The vertical distance measured from the ground level at the base of the tower to the uppermost vertical extension of any blade, or the maximum height reached by any part of the wind energy system.
10. **Tower Height** – The height above grade of the fixed portion of the tower, excluding the wind energy system.
11. **Wind Energy System** – A system that converts the kinetic energy of the wind into electricity available for use beyond that used by the system. (Amd. 10-20-2020)

650.02 Applicability

1. Small wind projects may be permitted as a conditional use in certain zoning districts pursuant to Chapter 240 of this Resolution.
2. No wind energy system shall be erected, constructed, installed or modified, except as permitted in 650.03, without first receiving a conditional use permit pursuant to Chapter 240 of this Resolution.
3. No wind energy system shall be erected, constructed, installed or modified, except as permitted in Section 650.03, without first receiving a zoning certificate pursuant to Chapter 220 of this Resolution.
4. No wind energy system shall be erected, constructed, installed or modified without first receiving a building permit from the appropriate approving agency. (Amd. 10-20-2020)

650.03 Development Standards

Wind energy systems shall be evaluated for compliance to the following standards:

1. **Fall Zone** – Tower mounted wind energy systems shall provide a safe fall zone in accordance with the following:
 - a) A tower mounted wind energy system shall have a fall zone at least 110% of the total height from:
 - (i) Any public road right-of-way, unless written permission is granted by the governmental entity with jurisdiction over the road.
 - (ii) Any future road right-of-way pursuant to the Union County Thoroughfare Plan or thoroughfare plan of adjacent jurisdictions, where appropriate.
 - (iii) All overhead utility lines.
 - (iv) All property lines, unless the affected land owner provides written permission through a recorded easement allowing the wind energy system's fall zone to overlap with the abutting property.
 - (v) Any principal structure.
 - b) Guy wires used to support the tower of a tower mounted wind energy system are exempt from the wind energy system fall zone requirements.
2. **Tower** – The tower of a tower-mounted wind energy system shall not exceed a height necessary to comply with the required fall zone, or a maximum height of 100 feet, whichever is less. The applicant shall provide evidence that the proposed tower height of a tower mounted wind energy system does not exceed the height recommended by the manufacturer of the wind energy system.
3. **Sound Level** – Operation of wind energy systems shall not exceed 55 decibels, except during short-term events such as severe wind storms and utility outages. This information shall be obtained from the manufacturer of the wind energy system, and all readings, if necessary, shall be taken from the nearest neighboring property line.
4. **Shadow Flicker** – Wind energy systems shall be sited in a manner that does not result in shadow flicker impacts. The applicant has the burden of proving that their wind energy system does not have an impact on neighboring or adjacent uses either through siting or mitigation.
5. **Signs** – All signs, both temporary and permanent, are prohibited on wind energy systems, except as follows:
 - a) Manufacturer's or installer's identification on the wind energy system.
 - b) Appropriate warning signs and placards.
6. **Code Compliance** – Wind energy systems shall comply with all applicable Sections of the Ohio Building Code.
7. **Aviation** – Wind energy systems shall be built to comply with all applicable Federal Aviation Administration regulations. Evidence of compliance or non-applicability shall be submitted with the conditional use permit application.

- 8. Visual Impacts** – It is inherent that wind energy systems may pose some visual impacts due to the total height needed to access the wind resources. The purpose of this Section is to reduce the visual impacts, without restricting the owner's access to wind resources, in accordance with the following.
- a) The applicant shall demonstrate through project site planning and proposed mitigation that a wind energy system's visual impacts will be minimized for surrounding neighbors and the community. This may include, but not be limited to information regarding site selection, wind energy system design or appearance, buffering, and screening of ground mounted electrical and control equipment.
 - b) The color of wind energy systems shall be painted with a non-reflective, unobtrusive color that blends in with the surrounding environment.
 - c) Wind energy systems shall not be artificially lit unless such lighting is required by the Federal Aviation Administration. If lighting is required, the applicant shall provide a copy of the Federal Aviation Administration determination to establish the required markings and/or lights for the wind energy system.
- 9. Utility Connection** – Wind energy systems proposed to be connected to the power grid through net metering shall adhere to Ohio Revised Code Section 4928.67 or any future corresponding statutory provision.
- 10. Access:**
- a) All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
 - b) The tower of a tower mounted wind energy system shall be designed and installed so as not to provide step bolts or a ladder readily accessible to the public for a minimum height of 10 feet above the ground.
- 11. Clearing** – Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of wind energy systems and as otherwise prescribed by applicable laws and regulations.
- 12. Wiring and electrical apparatuses** – All wires and electrical apparatuses associated with the operation of a tower-mounted wind energy system, except guy wires, shall be located underground.
- 13. Maintenance:**
- a) All wind energy systems shall be maintained in good working order.
 - b) Any physical modification to the wind energy system that alters the mechanical load, mechanical load path, or major electrical components shall require reapplication for conditional use under this Section. Like kind replacements shall not require re-application.
- 14. Multiple Wind Energy Systems** – Multiple wind energy systems are allowed on a single lot so long as the owner/operator complies with all regulations set forth in this Chapter.
- 15. Historic Sites**
- a) No wind energy system shall be located within 1,000 feet of any registered historic site or historic district.
 - b) Written proof of compliance with this requirement shall be provided by the Ohio Historic Preservation Office and be submitted with the conditional use application.
- 16. Controls and Brakes** – All wind energy systems shall be equipped with a redundant braking system which shall include:
- a) Aerodynamic over-speed controls which include variable pitch, tip and other similar systems and;
 - b) Mechanical brakes which shall be operated in fail-safe mode.
 - c) Stall regulation shall not be considered a sufficient braking system for over-speed protection. (Amd. 10-20-2020)

650.04 Procedure for Review

The following Items shall be required prior to the construction of any small wind projects within Jerome Township:

1. **Conditional Use Permit** – In accordance with Chapter 240 a wind energy system shall be subject to receiving a conditional use permit prior to installation or modification thereof. The following items shall be submitted along with the application for a conditional use permit and all items required by Chapter 240:
 - a) **Site Plan** – A site plan shall be submitted for review. The following items shall be the minimum requirements for a complete application. The site plan shall include the following:
 - (i) Property lines and physical dimensions of the applicant's property.
 - (ii) Location, dimensions and types of existing structures on the property.
 - (iii) Location of the proposed wind energy system, foundations, guy wires and associated equipment.
 - (iv) Fall Zone depicted as a radius around the center of the tower for a tower mounted wind energy system.
 - (v) The right-of-way or future right-of-way according to the Union County Thoroughfare Plan of any public road that is contiguous with the property.
 - (vi) Two (2) foot contours of the applicant's property and properties contiguous to the subject property.
 - (vii) All overhead utility lines.
 - (viii) The site plan shall be prepared and stamped by a professional engineer or surveyor licensed to practice in the State of Ohio.
 - b) Wind energy system specifications, including manufacturer, model, rotor diameter in addition to tower height and tower type, if tower mounted, for small wind energy systems.
 - c) Documentation shall be provided regarding the notification of the intent with the utility regarding the applicant's installation of a wind energy system if the wind energy system will be connected to the power grid.
 - d) Tower foundation blueprints or drawings for tower mounted wind energy systems.
 - e) Tower blueprints or drawings for tower mounted wind energy systems.
 - f) Sound level analysis prepared by the wind energy system manufacturer or qualified engineer.
 - g) Electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code (typically provided by the manufacturer).
 - h) Evidence of compliance or non-applicability with Federal Aviation Administration requirements.
 - i) Evidence of compliance with all development standards as outlined in Section 650.03 of this Resolution.
2. **Zoning Certificate** – A zoning certificate shall be obtained in accordance with Chapter 220 of this Resolution.
3. **Building Permit** – A building permit shall be obtained from the appropriate approving agency. (Amd. 10-20-2020)

650.05 Decommission

The following requirements shall apply when the small wind project is to be removed or abandoned:

1. At such time that a wind energy system is scheduled to be decommissioned or discontinued, the applicant will notify the Zoning Inspector by certified U.S. mail of the proposed date of discontinuation of operations.
2. Upon decommission or discontinuation of use, the owner shall physically remove the wind energy system within 90 days from the date of decommission or discontinuation of use. This period may be extended at the request of the owner and at the discretion of the Zoning Inspector. "Physically remove" shall include, but not be limited to:
 - a) Removal of the wind energy system.
 - b) Removal of any tower and other related above ground structure.
 - c) Restoration of the location of the wind energy system to its natural condition, except that any landscaping, grading or below-grade foundation may remain in the after-conditions.
3. In the event that an applicant fails to give such notice, the system shall be considered decommissioned or discontinued if the system is out of service for a continuous 2 year period. After 2 years of inoperability, the Zoning Inspector may issue a Notice of Decommission to the owner of the wind energy system. The owner shall have the right to respond to the Notice of Decommission within 30 days from the date of receipt. The Zoning Inspector shall withdraw the Notice of Decommission and notify the owner that the Notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been decommissioned.
4. If the owner fails to respond to the Notice of Decommission or if after review by the Zoning Inspector it is determined that the wind energy system has been decommissioned or discontinued, the owner of the wind energy system shall remove the wind energy system, tower and other related above-ground structures at the owner's sole expense within 3 months of receipt of the Notice of Decommission.

650.06 Anemometer

The construction of an anemometer tower for the purpose of collecting data to develop a wind energy system, shall abide with the following requirements:

1. Anemometer towers shall adhere to the wind energy system standards as described in Section 650.02
2. Anemometer towers shall be installed on a temporary basis not to exceed 18 months.
3. Anemometers shall meet all applicable requirements of Section 650.03. (Amd. 10-20-2020)

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Chapter 655 – Telecommunications Towers**655.001 Telecommunications Towers Generally**

As provided for in Section 519.211 of the Ohio Revised Code, public utilities or other functionally equivalent providers may site a telecommunications tower in conformance with the requirements of this Chapter.

655.01 Towers Proposed Within Commercial, Industrial, or Exclusively Agricultural Areas

Public utilities or other functionally equivalent telecommunications providers may site a telecommunications tower as a permitted use in any zoning district except those expressly zoned for residential use. The areas zoned for residential use are deemed to be all land located within the Rural Residential, Low Density Residential, and Medium Density Residential Districts, as well as any residential component of an approved Planned Development District.

1. Local zoning authority shall not extend to the regulation of maintenance or use of such a tower or to any change or alteration that would not substantially increase the tower's height.
2. The local zoning authority over proposed telecommunications towers shall apply only to a particular tower, only upon provision of a notice of objection to that particular tower. No blanket zoning authority exists over telecommunications towers in residential districts unless and until a written notice of objection has been timely filed.

655.02 Towers Proposed Within Areas Zoned for Residential Use

Telecommunications towers may be regulated in areas zoned for residential use upon receipt of an objection pursuant to the regulations of ORC 519.211(B)(2). The provisions of this Resolution concerning telecommunications towers are not intended to replace or modify ORC 519.211, but instead are intended only to incorporate ORC 519.211 and its terms into this Resolution.

1. **Notice** – Notice shall comply with ORC 519.211(B)(3).
2. **Procedure if Objections are Filed** – Upon the timely receipt by the Board of Township Trustees of an objection to a proposed telecommunications tower, the Board shall proceed as provided in ORC 519.211(B)(4)(a).
3. **Procedure if No Objections are Filed** – Telecommunications towers shall be permitted as a use exempt from any local zoning authority in residential districts if no objections are timely filed as provided in Section ORC 519.211(B)(4)(b). (Amd. 10-20-2020)

655.03 Local Zoning Authority

If objections are timely filed for a proposed telecommunications tower in a residential zoning district then the telecommunications tower may only be permitted as a conditional use by the Board of Zoning Appeals, provided all of the following conditions of this Section are met:

1. **Conditional Use Application** – Consistent with the procedures set forth in Chapter 240 of this Resolution, an application for a conditional use permit shall be filed with the Board of Zoning Appeals. The application shall include:
 - a) A locator map which shall contain the following:
 - (i) The location of all the applicant's existing facilities within a radius of one (1) mile of the proposed location of the telecommunications tower.
 - (ii) The general location of planned future facilities within a radius of one (1) mile of the proposed location of the telecommunications tower.

- (iii) For each location of the applicant's existing facilities within a radius of one (1) mile of the proposed location of the telecommunications tower, there shall be listed:
 - a The type and size of tower at each location;
 - b The type of equipment located or proposed on each tower;
 - c The space available on the tower for additional equipment; and
 - d A site plan showing the parcel on which any existing or proposed tower, antenna or equipment is located.
 - b) A scaled and dimensioned site plan for the facility that is being proposed, containing the following:
 - (i) The location, type and size of existing and proposed towers, antennas and equipment located or to be located at the site;
 - (ii) The location of existing and proposed buildings and structures, access drives, circulation and parking areas;
 - (iii) Detailed drawings of the landscape screening plan and related design standards;
 - (iv) On-site land uses, structures and zoning district, and adjacent land uses, structures and zoning districts;
 - (v) Setbacks from property lines and dwellings within 600 feet of the proposed tower;
 - (vi) A legal description of the lot on which the tower is to be sited; and
 - (vii) Any other information necessary to assess compliance with this Section.
 - c) A written certification from a professional engineer stipulating:
 - (i) That the tower's design is structurally sound and in compliance with all applicable federal, state and local building codes;
 - (ii) That the equipment placed on the tower and at the site complies with all current FCC regulations.
 - (iii) That the tower will, to the extent possible, accommodate co-location of additional wireless communication antennas for future use, with a statement as to the number of antennas capable of being accommodated and the ultimate height needed for the stated co-location capacity; or, alternatively, an explanation as to the reasons why the tower will not be constructed to accommodate co-location. (Amd. 10-20-2020, 6-15-2021)
- 2. Conditional Use Procedure by Board of Zoning Appeals on Receipt of Application –** Consistent with the procedures set forth in Sections 240.02 and 240.03 of this Resolution, the Board of Zoning Appeals shall provide notice of, conduct a public hearing and render a decision on the conditional use permit requested in the application filed pursuant to Section 655.03(1) of this Resolution. (Amd. 6-15-2021)
- 3. General Requirements for all Telecommunications Towers in Residential Zones**
- a) The applicant or tower provider shall demonstrate that the proposed tower location in a residential area is essential to service the applicant's service area and that there are no alternative sites in commercial, industrial, or exclusively agricultural areas. If another tower or tall structure is technically suitable, the applicant shall show that a reasonable request to co-locate was made and that such request was rejected. "Tall structures" shall include smoke stacks, water towers, electric transmission towers, existing antenna support structures or other telecommunications towers, utility buildings and structures over 48 feet in height.
 - b) The owner/operator shall remove a tower within one hundred eighty (180) days after the tower's use is discontinued.
- 4. Development Standards for all Telecommunications Towers in Residential Districts**

- a) No telecommunications tower shall be permitted to be located in any platted subdivision approved under Sections 711.05, 711.09 or 711.10 of the Ohio Revised Code, or in any area consisting of fifteen (15) or more lots approved under Section 711.131 of the Ohio Revised Code that are contiguous to one another or some of which are contiguous to one another and adjacent to one side of a dedicated public road, and the balance of which are contiguous to one another and adjacent to the opposite side of the same dedicated public road, when at least thirty-five percent (35%) of the lots within such subdivision or area are developed with at least one (1) dwelling unit.
- b) The maximum height of a tower proposed for one (1) antenna facility for use by a single telecommunications provider in a residential area shall be 100 feet. The maximum height of a tower proposed for multiple antenna facilities for shared use by multiple telecommunications providers in a residential area shall be as follows:
 - (i) Towers proposed for and designed to support the co-location of a total of two antenna facilities – 115 feet;
 - (ii) Towers proposed for and designed to support the co-location of a total of three antenna facilities – 130 feet; and
 - (iii) Towers proposed for and designed to support the co-location of four or more antenna facilities – 145 feet. The additional height shall be approved concurrent with the need to co-locate additional telecommunications antennae.
- c) Tower height shall be the distance measured from the base of the tower, at grade, to the highest point on the tower, including any antenna. Grade shall be determined as the elevation of the natural or existing topography of the ground level prior to construction of the tower.
- d) The tower base shall not be placed closer than the sum of height of the tower plus forty feet from any existing residential dwelling unit located on a lot contiguous to or directly across the street from the lot on which the tower is proposed to be constructed.
- e) A tower base shall be located no closer to any lot line than the distance equal to the height plus 25% of the proposed tower. Any stabilization structures or guys shall be located no closer to any lot line than 50 feet.
- f) The tower base shall be located no closer to a street right-of-way than permitted in permitted in the underlying zoning district.
- g) Reasonable and safe access and circulation shall be provided to the tower. The location and design of the access drive and circulation areas shall be subject to review and comment by the Fire Chief (or the Chief's designee) of the fire department providing primary fire service to the Township.
- h) Security fencing shall be provided to prevent uncontrolled access to the tower site. The tower shall be screened by an eight (8) foot high fence or barrier. A continuous evergreen hedge, trees or similar landscape materials of a size, type, area and design deemed appropriate by the Board of Zoning Appeals shall be placed outside of and along the fence or barrier. Any solid fence or barrier shall contain no advertising, but may contain one small identification sign not to exceed three square feet in size. The storage of any equipment shall be contained inside the screened area.
- i) The tower and related screening shall, to the extent practicable, be designed to be aesthetically and architecturally compatible with the surrounding environment. The tower shall not contain, or be illuminated by artificial lights, beacons or strobes, unless otherwise required by the Federal Aviation Administrations (FAA) or the Federal Communications Commission (FCC). Any required illumination shall be fully disclosed on the site plan.
- j) Unless otherwise approved by the Board of Zoning Appeals, the tower shall be of a monopole design, disguised at the top as a pine tree.

- k) No advertising is permitted anywhere on the tower.
- l) Where the tower is located on a property which is not owned by the tower operator, the applicant shall present documentation that the owner of the property has approved the application.
- m) The applicant shall provide a signed statement indicating that he or she agrees to allow for the potential co-location of other antenna facilities to the extent possible, until said tower has reached full antenna capacity.
- n) A telecommunications antenna may be attached to a nonresidential building or structure that is permitted in the district, provided that the tower's height does not exceed twenty (20) feet above the existing building or structure to which the tower is attached.
- o) If the applicant proposes to construct a separate equipment shelter on the site, the equipment shelter shall be shown on the site plan, be designed to be aesthetically and architecturally compatible with the surrounding environment, be located completely within the fenced area of the site, and be in compliance with the accessory building regulations of the district in which it is to be located.
- p) A letter of credit shall be posted in favor of the Township to assure that the project will be completed.
- q) The applicant shall complete the telecommunications tower or structure within one year of construction commencement.

5. Towers on Township Property – With the prior consent of the Board of Township Trustees obtained through resolution, a telecommunications carrier may site a telecommunications tower on township-owned property not zoned for residential use pursuant to Section 655.01. Additionally, with the prior consent of the Board of Township Trustees obtained through resolution, a telecommunications carrier may site a telecommunications tower on Township-owned property zoned for residential use, but only after obtaining a conditional use permit pursuant to Sections 655.03(1&2) and all requirements of Section 655.03(3&4) have been fully met. (Amd. 10-20-2020)

6. Co-location on an Existing Tower or Concealed Inside an Existing Structure – If a telecommunications carrier desires to co-locate a telecommunications antenna on an existing telecommunications tower or concealed inside an existing structure in a residential zoning district, and such a co-location will result in a substantial change in the height of the tower, a zoning certificate may be obtained provided that the requirements found in the following provisions are met: Section 655.03(3&4). A substantial change in height shall mean the addition of more than 40 feet to the existing tower or structure. (Amd. 10-20-2020)

Chapter 657 – Solar Energy Systems**657.01 Accessory Solar Energy Systems**

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met. No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning certificate from the Zoning Inspector.

All accessory solar energy systems shall meet the following requirements:

1. A solar energy system is permitted in all zoning districts as an accessory to a principal use.
2. A solar energy system shall not be used for the generation of power for the sale of energy to other users, although this provision shall not be interpreted to prohibit the sale of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
3. Roof/Structure mounted solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. Combined height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
4. Ground/Pole mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of the solar energy system or at least twenty (20) feet from the nearest property line, whichever is greater.
5. Solar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.
6. Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued, or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.

7. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any structure and "clear fall zone".
 - c. Proof of notice to the electric company regarding the proposal. (Adopted 12-6-2022)

657.02 Principal Solar Energy Production Facilities

It is the purpose of this regulation to promote the safe, effective and efficient use of principal solar energy production facilities principally designed to produce greater levels of electrical energy, either for consumers with higher energy demand levels or designed primarily to produce energy to be supplied directly to the electrical grid. No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, or subsidiary use, as defined by the Ohio Power Siting Board (50 MW or greater). It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).

All principal solar energy production facilities shall meet the following requirements:

1. The proposed solar energy project must be located on at least five (5) acres of land.
2. For purposes of determining lot coverage, the total surface area of all ground mounted and freestanding solar collectors including cells, panels, and water collector devices shall be considered impervious and shall count toward the maximum percent of a lot to be occupied. Panels mounted on the roof of any building shall be subject to the maximum height regulations as specified in the underlying zoning district.
3. To the extent feasible, all on-site utility and transmission lines, that are the responsibility of the principal solar energy production facility to maintain, shall be placed underground.
4. Roof/Structure mounted solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. Combined height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
5. Ground/Pole mounted solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be erected within an established clear fall zone.

6. Solar energy systems shall be designed and located in order to prevent reflective glare towards any inhabited building on adjacent properties as well as adjacent street right of ways.
7. The proposed principal solar energy production facility must comply with any applicable airport zoning overlay and height restrictions, and the ability to comply with the FAA regulations pertaining to hazards to air navigation must be demonstrated.
8. All mechanical equipment of solar energy systems including any structure for batteries or storage cells, shall be completely enclosed by a minimum eight (8) foot high fence with a self-locking gate, and provide screening in accordance with the zoning resolution.
9. Setback requirements from property lines and adjacent zoning districts shall be twenty (20) feet or the principal structure setback, whichever is greater.
 - a. Roof-mounted solar energy equipment are exempt from setback requirements, provided that the equipment is located within the footprint of the roof.
10. Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.
11. In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of the application and shall include:
 - a. Height of the proposed solar energy system(s) at maximum tilt.
 - b. Evidence of established setbacks of 1.1 times the height of any structure and "clear fall zone".
 - c. Proof of notice to the electric company regarding the proposal.
 - d. Letters from the County Engineer, Township, and State Department of Transportation regarding the status of any Road User Maintenance Agreement.
(Adopted 12-6-2022)

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Chapter 660 – Ponds

660.001 Ponds Generally

Every lot or use in any zoning district proposing a farm pond or drainage pond shall have an adequate drainage outlet and acceptable soils consistent with the requirements for the proposed use as determined by the Union County Soil and Water Conservation District and shall meet the standards provided in this Chapter. (Amd. 10-20-2020)

660.01 Pond Regulations

Prior to construction of the pond a zoning certificate shall be secured and approved by the Zoning Inspector. Approval shall be based upon the following criteria:

1. Union Soil and Water Conservation District (SWCD) shall review and approve proposed construction site with landowner.
2. The pond shall be designed in accordance with Natural Resource Conservation Service (NRCS) Standards and Specifications along with the United States Department of Agriculture's (USDA) National Engineering Field Manual for Conservation Practices. Tile found in working order on site shall be rerouted around proposed pond. Soil shall be spread in a manner not to encroach on adjacent properties.
3. The Union County Soil and Water Conservation District or a professional engineer (P.E.) registered in the State of Ohio shall be responsible for designing the pond and doing site inspections during construction to assure that the pond is constructed according to the approved plan.
4. The pond outlet shall be designed to flow into a tile or natural waterway.
5. Setbacks: All ponds shall be located a minimum of 50 feet from road right-of-way to the high water mark of the pond and 30 feet from the high water mark of the pond to all side and rear lot lines.
6. All ponds shall be located on a property having a 2-acre minimum lot size.
7. All ponds shall be at least ¼ acre in size unless approved otherwise by the county engineer.
8. All ponds shall meet the requirements of the County Engineer's Office. (Amd. 10-20-2020)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 6

General Development Standards

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Chapter 662 – Supplemental Regulations for Specific Uses**662.01 Supplemental Regulations for Specific Uses**

The following supplemental regulations shall apply to specific uses as provided for herein. Any standards provided by this Chapter shall be in addition to the general standards provided by this Article or elsewhere by this Resolution. Nothing in this Chapter shall be interpreted as allowing any use except where specifically listed as a permitted or conditional use in the regulations for the zoning district.

1. Veterinary Hospital and Clinic, Kennel/Animal Boarding

When provided for as a permitted and conditional use by the regulations of a zoning district, a veterinary hospital and clinic or kennel/animal boarding use shall comply with the following standards:

- a) **Parking** – Parking spaces for these uses shall be provided in this subsection. All parking areas shall comply with the provisions of Chapter 610, except that whenever such uses are located within the AG District or RU District, the regulations contained in Section 610.03(5) – 610.03(7), inclusive, shall not apply.
 - (i) Veterinary Hospital and Clinic – 5 parking spaces per each veterinarian at the facility.
 - (ii) Kennel/Animal Boarding – 1 parking space per each 400 square feet of floor area of principal boarding building or structure.
- b) **Outdoor Containment Areas** – All outdoor boarding areas associated with such uses shall be located to the rear of the principal structure and shall be screened from view on all sides by a continuous fence and evergreen planting meeting the requirements of Chapter 625. Outdoor boarding areas shall be setback a minimum of 500 feet from the nearest residential dwelling. All animals being held or observed outdoors shall be fully contained by a fence designed specifically for keeping such animals secure and preventing animals from wandering onto adjacent lots or the public right of way.

2. Farm Supply / Feed Store / Farm Equipment Dealer

When provided for as a permitted and conditional use by the regulations of a zoning district, farm supply / feed store / farm equipment dealer uses shall comply with the following standards:

- a) **Parking** – Parking spaces for these uses shall be provided in this subsection. All parking areas shall comply with the provisions of Chapter 610, except that the minimum setback for all parking areas from any lot line shall be 50ft.
- b) The following standards apply to the outdoor sales and outdoor storage of goods or equipment:
 - (i) The outdoor display or storage of goods or equipment shall not be permitted in the front of any building or structure in the Agricultural District.
 - (ii) The outdoor storage and display areas shall meet all side and rear yard setbacks for the District.
 - (iii) The outdoor storage and display areas shall be screened from view on all sides by either fencing or a continuous evergreen buffer, similar to Buffer Type 'C', meeting the requirements of Chapter 625. Such fence shall meet all side and rear yard setback requirements for the AG District.
 - (iv) The outdoor storage and display areas shall not exceed 150 percent of the area of the principal building or structure.
- c) Loading, delivery, and service areas shall be located to the side or rear of the building and shall be screened from view from all public roads.

- d) Signage – Farm supply stores, feed store and equipment dealers approved in the AG District shall be permitted one sign to advertise the business. Such sign shall not exceed 15 square feet per each side or 5 feet in height and shall be set back a minimum of 15 feet from the right of way and shall comply with Chapter 615 of this Resolution.

3. Private Landing Fields for Aircraft Use

When provided for as a permitted and conditional use by the regulations of a zoning district, private landing field uses shall comply with the following standards:

- a) The applicant shall demonstrate that the design and location of the facility meets all applicable requirements of the Federal Aviation Administration, The Ohio Department of Transportation (ODOT), Division of Aviation, and Union County.
- b) The applicant shall provide proof to the township that all applicable air rights have been secured for all runway paths.
- c) The location of buildings all other structures shall meet the minimum setback requirements established for the district.
- d) No aircraft shall be stored on any exterior areas of the lot.
- e) The private landing field shall be used for a maximum of 2 planes or helicopters owned by the owner of the property only.
- f) The location of all off-street parking & loading shall be approved by the Board of Zoning Appeals.
- g) The facility shall have water and wastewater facilities that meet the requirements of Union County and the Ohio EPA.
- h) The facility shall be placed a minimum of 500 feet from any existing dwelling or residential district. (Adopted 12-6-2022)

Chapter 665 – Adult Entertainment

665.001 Adult Entertainment Generally

Whereas, the establishment of adult entertainment facilities has a deleterious effect on existing businesses and the surrounding residential segments of neighborhoods, causing blight and downgrading of property values, and has an overall detrimental effect on the health and welfare of the Township; and whereas, such businesses characteristically utilize excessive illumination to identify their locations at night, thereby distracting passing motorists; and whereas, such facilities characteristically operate during the late hours of the evening and early hours of the morning, thereby creating excessive noise levels adversely affecting contiguous and surrounding properties and persons utilizing such properties; and Whereas, such businesses have a general overall adverse effect on the health and welfare of the patrons of such facilities, of visitors to the Township, of the citizens of the Township, and upon the surrounding neighborhoods, thereby necessitating the regulation of the location of such facilities within the Township; The following standards shall govern adult entertainment facilities. (Amd. 10-20-2020)

665.01 Adult Entertainment Defined

An adult entertainment facility is defined as a facility having a significant portion of its function as adult entertainment which includes the following listed categories:

1. **Adult Bookstore** – An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or relating to "specified sexual activities" or "specified anatomical areas" as herein defined or an establishment with a segment or section devoted to the sale or display of such material.
2. **Adult Mini Motion Picture Theater** – A facility with a capacity for less than fifty (50) persons, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.
3. **Adult Motion Picture Theater** – A facility with a capacity of fifty (50) or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.
4. **Adult Entertainment Business** – Any establishment involved in the sale or services or products characterized by the exposure or presentation of "specified anatomical areas" or physical contact of live males or females, and which is characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons. Services or products included within the scope of adult entertainment business are photography, dancing, reading, massage, and similar functions which utilize activities as specified above.

665.02 Requirements for Adult Entertainment Facilities

Adult entertainment facilities are subject to the conditions set forth in the Zoning Resolution and the following requirements.

1. No adult entertainment facility shall be established within one thousand (1,000) feet of any area zoned for residential use.
2. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any school, library, or teaching facility, whether public or private,

governmental or commercial, which school, library, or teaching facility is attended by persons less than eighteen (18) years of age.

3. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any park or recreational facility attended by persons less than eighteen (18) years of age.
4. No adult entertainment facility shall be established within a radius of two thousand (2,000) feet of any other adult entertainment facility.
5. No adult entertainment facility shall be established within a radius of one thousand five hundred (1,500) feet of any established church, synagogue, or established place of religious services which is attended by persons less than eighteen (18) years of age.
6. No advertisements, displays or other promotional materials shall be shown or exhibited so as to be visible to the public from pedestrian sidewalks or walkways, or from other areas public or semi-public.
7. All building openings, entries, windows, etc. for adult uses shall be located, covered, or serviced in such a manner as to prevent a view into the interior from any public or semi-public area, sidewalk or street. For new construction, the building shall be oriented so as to minimize any possibility of viewing the interior from public or semi-public areas.
8. No screens, loudspeakers or sound equipment shall be used for adult motion picture theaters (enclosed or drive-in) that can be seen or discerned by the public from public or semi-public areas.
9. Off-street parking shall be provided in accordance with the standards for permitted use within RR District for similar uses.

Chapter 668 – Mining, Commercial Quarries, Sand and Gravel Pits**668.01 Mining, Commercial Quarries, Sand and Gravel Pits Generally**

Mining, commercial quarries, sand and gravel pits, when listed as a permitted or conditional use in a zoning district, shall be subject to the requirements in of this Chapter and shall be in conformance with the applicable portions of Ohio Revised Code, including but not limited to Sections 519.141, 1514.01, and 1514.02. In addition, the following regulations shall apply to all such uses:

1. Setbacks – The setbacks for all mining, commercial quarries, sand and gravel pits, structures related to such operations, and the parking and storage of equipment related to such operations shall be as follows:
 - a. Front Yard Setback – 200 feet
 - b. Side Yard Setback – 75 feet
 - c. Rear Yard Setback – 75 feet
2. Noise – All blasting and quarrying operations (except loading) shall be limited to between the hours of 7 o'clock a.m. and 7 o'clock p.m. except in emergencies.
3. Air Pollution – Control measures shall be implemented on a continuing basis, during times of operation, to control dust on entrance roadways, in equipment operation and throughout the mining site. The Zoning Inspector may require additional control measures during periods of high wind or very dry weather.
4. Screening from Residential Uses, Industrial Parkway, US Highway 42 and US Highway 33 – Any mining, commercial quarries, sand and gravel pits or parking and storage area for mining equipment visible to adjacent residential lots or uses, Industrial Parkway, US Highway 42, and/or US Highway 33 shall be entirely screened from view through the use of one of the following:
 - (i) A combination of a continuous 5 foot high earthen mound and completely opaque masonry walls or fences, in accordance with Chapter 625 of this Resolution and deciduous shade trees planted at a maximum of 40' on center similar to Buffer Type 'A' shown in Appendix 1. Said walls or fences shall be a minimum of 8 feet in height and not exceed 12 feet in height, as measured from the top of mound to the top of wall.
 - (ii) A combination of a continuous 5 foot high earthen mound and a continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting. Evergreen trees shall be planted on top of the mound and staggered or spaced to achieve 100% screening of the mining operation and equipment within 3 years of the time of planting similar to Buffer Type 'B' shown in Appendix 1.
5. Transportation
 - a. Points of ingress and egress associated with extraction or processing sites shall be located as approved by the County Engineer or the Ohio Department of Transportation as appropriate.
 - b. The applicant shall include with his submittal a map describing the proposed major access roads to be utilized for ingress and egress for the extraction operation.
6. Surface Water
 - a. The hydrographs and quality of water leaving the site of an extraction activity meet the Ohio EPA standards.
 - b. During mining and reclamation, drainage shall be controlled so as to prevent the causing of flooding, landslides and flood hazards to adjoining lands resulting from the mining operations. Upon completion of mining, ponds shall be left in such condition as to avoid their constituting a hazard to adjacent parcels. Where ponds,

impoundments, or other resulting bodies of water are intended for recreational use, banks and slopes shall be established that will assure safe access to such bodies of water. Where such bodies of water are not intended for recreation, measures to ensure public safety, including the locations of proposed emergency access shall be indicated.

7. Vibration and Blasting

- a. The operation of stationary and mobile equipment shall not cause vibration in excess of that permitted by applicable federal and state law.
- b. Blasting shall be done in accordance with the applicable laws of the State of Ohio and shall be carried out by persons certified to be knowledgeable and competent in the sizing and placing of the explosive to be used for blasting.
- c. When the blasting area is within one thousand (1,000) feet of an existing residential structure the maximum hours of blasting operation shall be 7:00 a.m. to 7:00 p.m.

8. Slope Stability

- a. The sides of excavation sites shall be set back a minimum of 50 feet from the property line with a sufficient slope of excavation to insure the lateral support of surrounding property with the following provisions:
 - A) The reclaimed sides of excavation sites shall be set back a minimum of 50 feet from the right-of-way of all public streets or roads.
- b. Final slopes shall be graded, contoured, or terraced, wherever needed, sufficient to achieve soil stability and control landslides, erosion, and sedimentation. High walls will be permitted if they are compatible with the future uses specified in the site plan and measures taken to ensure public safety.

9. Soil Erosion Sedimentation Control

- a. The area of land affected shall be re-soiled, wherever needed, with topsoil or suitable subsoil, fertilizer, lime or soil amendments, as appropriate, in sufficient quantity and depth to raise and maintain a diverse growth of vegetation adequate to bind the soil and control soil erosion and sedimentation.
- b. A diverse vegetative cover of grass and legumes or trees, grasses and legumes capable of self-regeneration and plant succession wherever required by the site plan shall be established.

10. Other Requirements

- a. Mining and reclamation shall be carried out in the sequence and manner set forth in the site plan and reclamation measure shall be performed in a timely manner. All reclamation of an area of land affected shall be completed no later than three years following the active mining of such area, unless a showing satisfactory to the Board of Zoning Appeals is made that the future use of such area requires a longer period for completing reclamation.

2. Application for a Conditional Use Permit for Mining, Commercial Quarries, Sand and Gravel Pits

In addition to the application requirements for conditional use permits established under Chapter 240 of this Resolution, applications for a conditional use permit for mining, commercial quarries, sand and gravel pits shall be accompanied by site plans and text providing the following information:

- a) The location, true shape, topography, contours, dimensions, area and description of the lands proposed as a new area of mineral extraction, or the area proposed for expansion of an existing area of mineral extraction;
- b) The use of all land and the location and use of all buildings and structures lying within a distance of five hundred (500) feet of any of the boundaries of the lands set aside for the purposes of the mineral extraction or other operations;

- c) The pattern, quality and estimated quantity of the mineral aggregate resources within the property;
- d) The location, height, dimensions and use of all existing or proposed buildings or structures;
- e) Existing and anticipated final grades of excavation;
- f) Engineering plans showing the proposed drainage system;
- g) Proposed ingress and egress to the site except as may be limited by Section 519.141(C) of the Ohio Revised Code;
- h) To the extent possible, plans showing the ultimate area of mineral extraction, progressive and ultimate road plan, any water diversion or storage facilities, location of stockpiles for stripping and products, tree screening and mounding, progressing and ultimate rehabilitation of the site, and where possible, intended use and ownership of the land after mineral extraction has ceased;
- i) If applicable, a copy of the surface mining permit application required by Ohio Revised Code Section 1514.01(A) and any amendments thereto proposed by the State or applicant.
- j) The extent of adjacent property holdings intended for future mineral extraction; and
- k) Additional information such as hydrology, wildlife, vegetation or soil studies which may be required due to special concerns related to a specific site; and any other information as deemed necessary by the Board. (Adopted 12-6-2022)

Zoning Resolution

Jerome Township, Union County, Ohio

Article 6

General Development Standards

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Chapter 670 – Objectionable, Noxious, or Dangerous Uses, Practices, or Conditions**670.001 Objectionable, Noxious, or Dangerous Uses, Practices, or Conditions Generally**

No land or building in any district shall be occupied or used in any manner which creates or contributes to the existence of conditions which are dangerous, injurious, harmful, noxious, or objectionable, or which may otherwise adversely affect adjacent or abutting premises, except that any use permitted by this Resolution may be undertaken or maintained if acceptable measures and safeguards to reduce any dangerous or objectionable conditions to acceptable limits, as established in this Chapter, are properly exercised. Specifically, the occupation or use of any land or building in any district shall be in violation of this Resolution if one or more of the following conditions is found to exist at any time:

1. The use or storage of flammable or explosive materials is not adequately protected by fire-fighting and fire-protection equipment or by such safety devices as are normally required for such activities;
2. Activities involving the use and storage of flammable and explosive materials are not removed from adjacent facilities or activities to a distance compatible with the potential danger involved;
3. Radioactivity or air pollution is present in violation of the regulations of the Ohio Environmental Protection Agency;
4. Hazardous wastes are present in violation of the regulations of the Ohio Environmental Protection Agency;
5. Objectional noise as determined by the Zoning Inspector due to volume, frequency or beat is present;
6. Vibration discernible by the Zoning Inspector without instruments is present on an adjacent lot;
7. Direct or reflected glare is present which is visible from any road or from any lot where manufacturing or industrial uses are not permitted.
8. Erosion caused by wind or water is carrying objectionable substances onto any adjacent lot;
9. Water pollution or contamination is present in violation of the regulation of the Ohio Environmental Protection Agency. (Amd. 12-21-2021, 12-6-2022)

670.01 Assurance Requirements and Plans

Prior to the issuance of a zoning certificate, the Zoning Inspector may require the submission of written assurances and plans indicating the manner in which dangerous and objectionable aspects or elements of processes or operations entailed in certain uses or occupations are to be eliminated or reduced to acceptable limits and tolerances. (Adopted 12-21-2021)

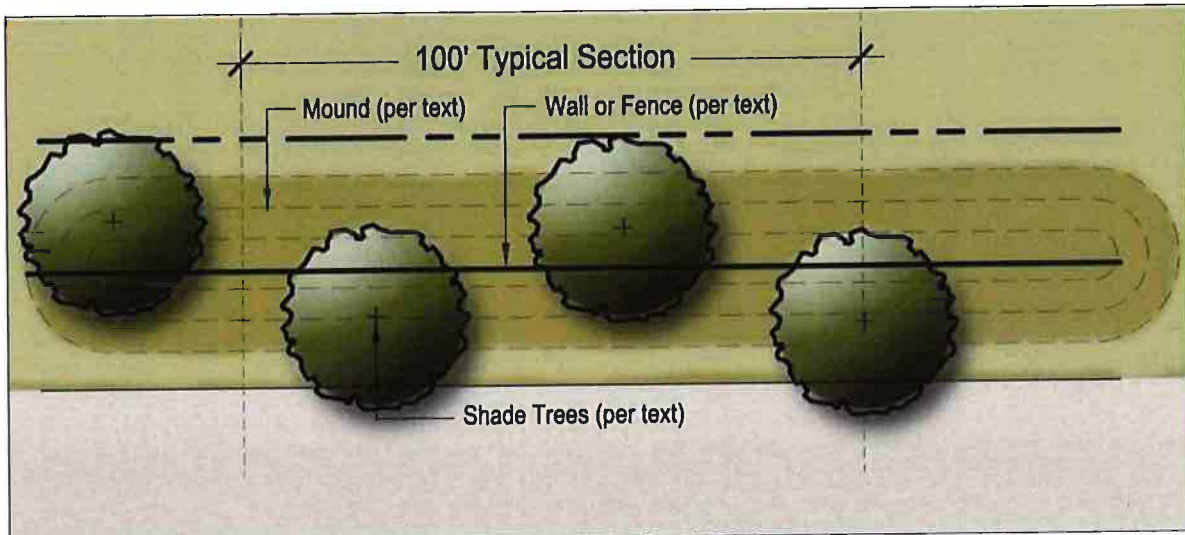
670.02 Enforcement Provisions

Any occupancy, use, conditions or circumstances existing in violation of this Chapter of this shall constitute a violation of this Resolution and be subject to the enforcement procedures and penalties provided for in Chapter 260. (Adopted 12-21-2021)

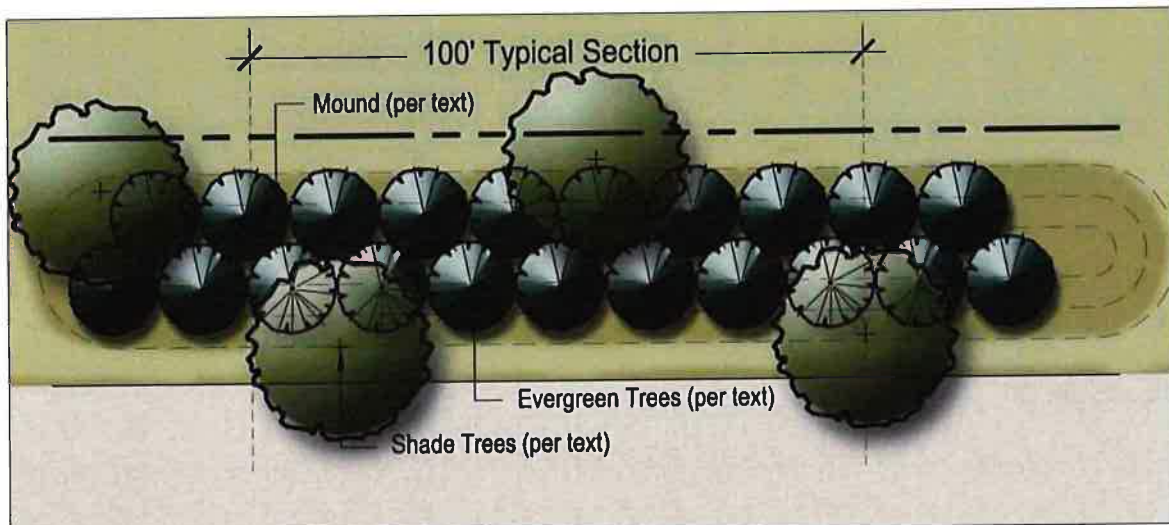
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Chapter 705 – Appendix 1 – Buffer Diagrams

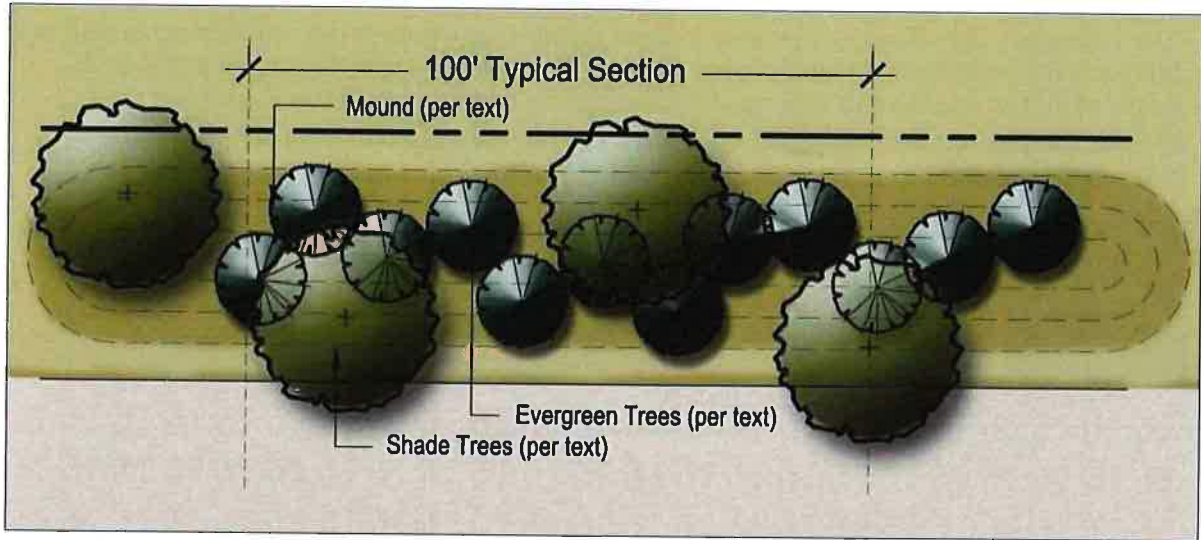
The following buffer diagrams provide a representative example of the required screening and buffering referenced within each zoning district. The following diagrams shall serve as a guide while the requirements of the individual zoning districts within the Resolution shall govern the height of the mounding, size and spacing of the plant materials and opacity of screening required.



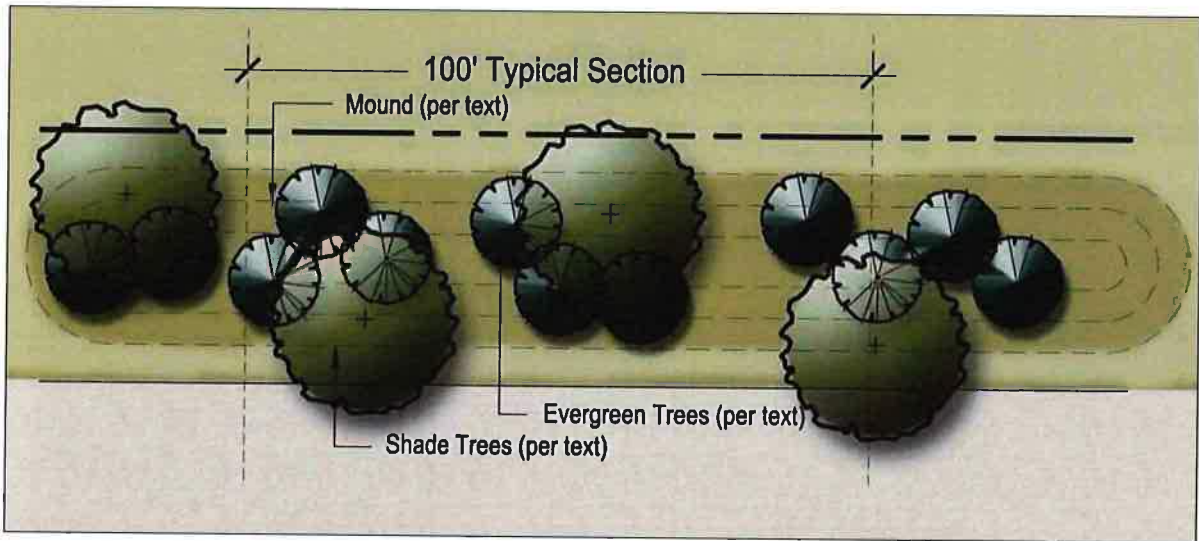
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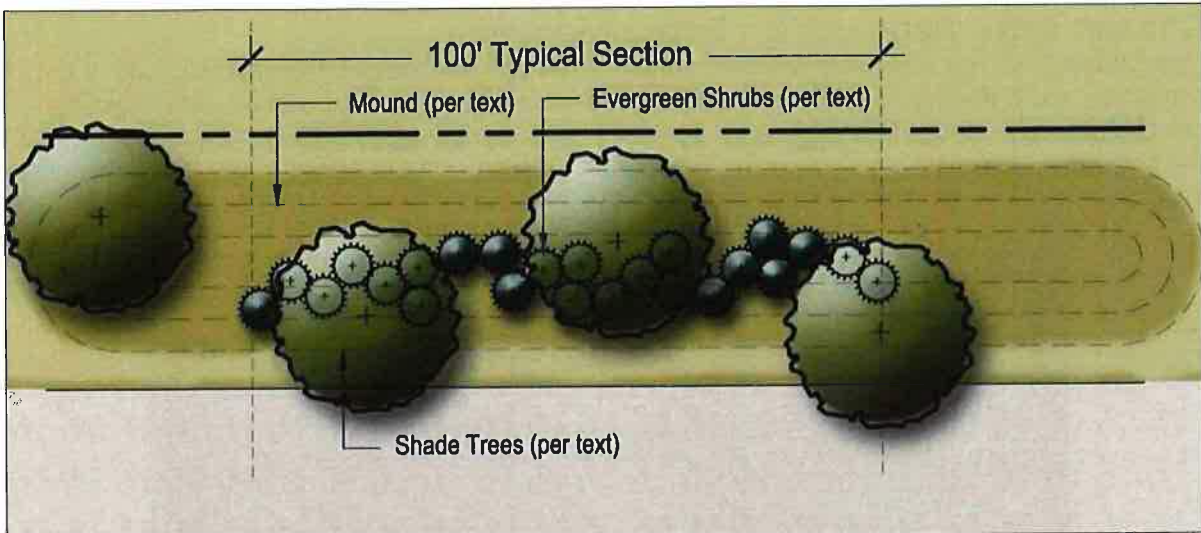
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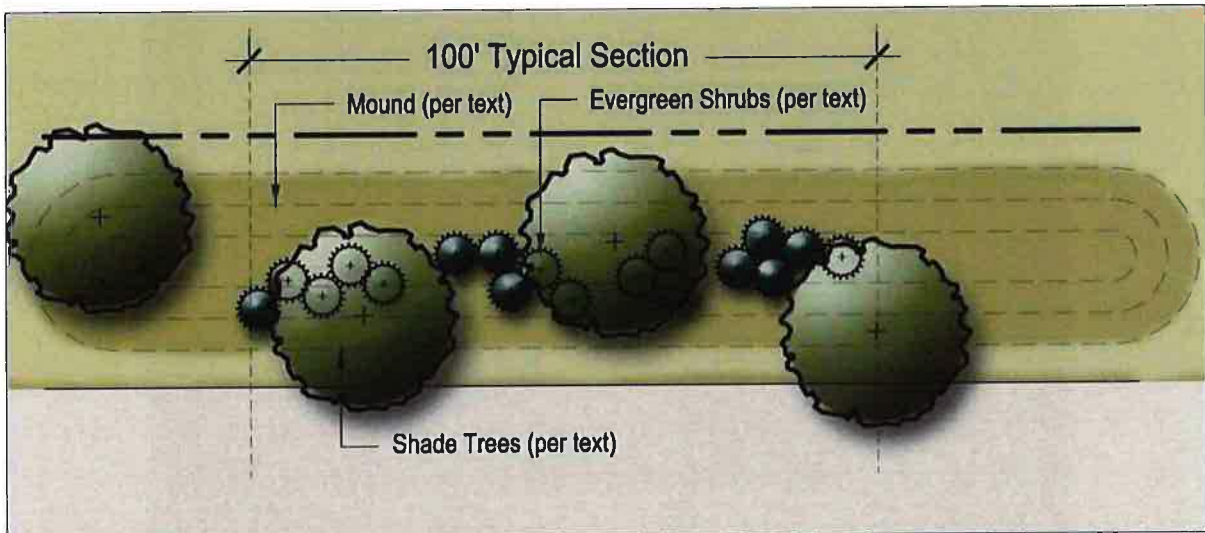
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Buffer Type 'D'



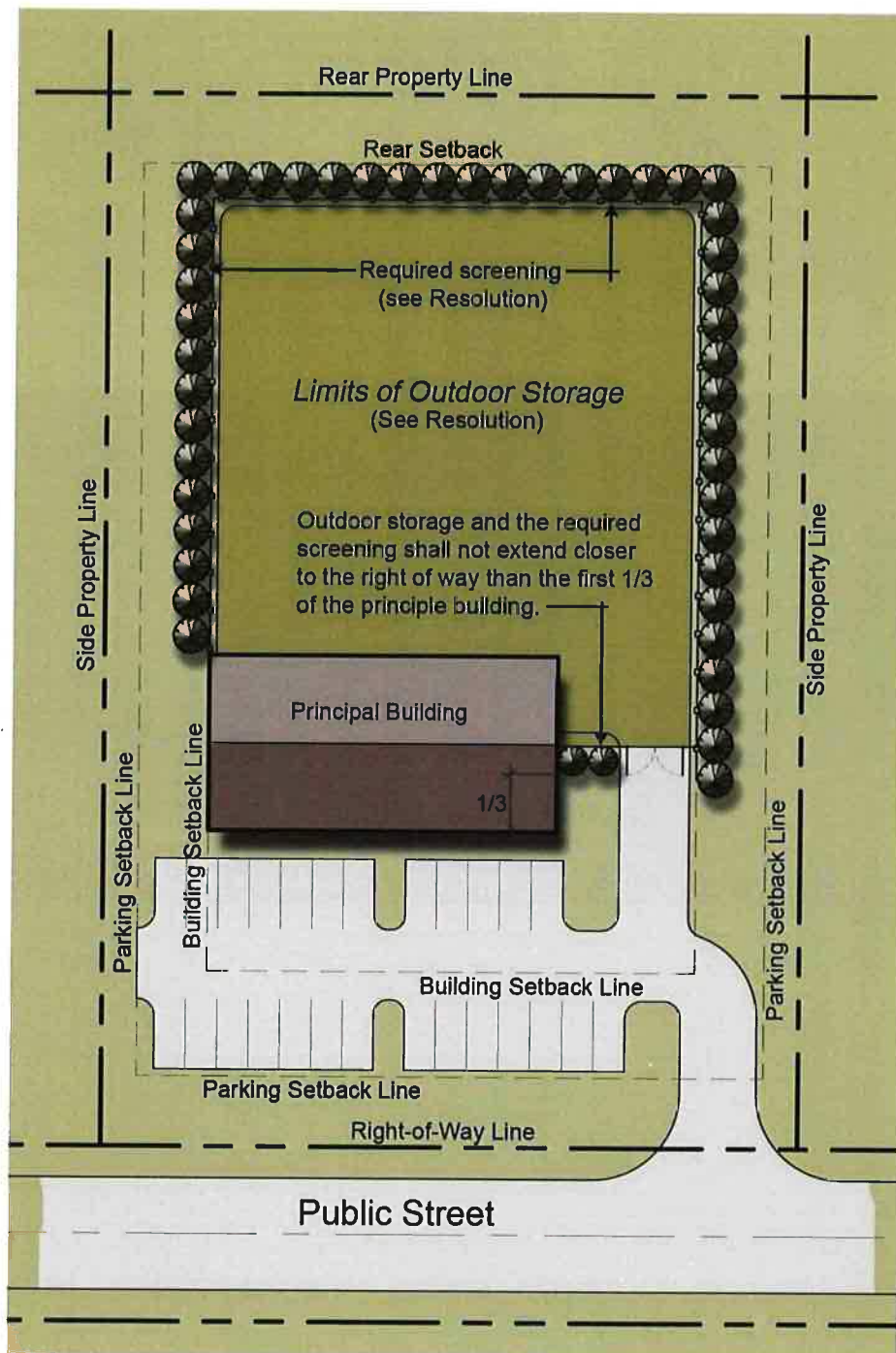
Buffer Type 'E'



Buffer Type 'F'

Chapter 710 – Appendix 2 – Buffer Diagrams

The following diagrams provide a representative example of the required setbacks and screening and buffering referenced for the outdoor storage of materials and equipment within the Commerce District. The following diagrams shall serve as a guide while the requirements of the individual zoning districts within the Resolution shall govern the height of the mounding, size and spacing of the plant materials and opacity of screening required.



Outdoor Storage Placement and Screening – Interior Lot



Outdoor Storage Placement and Screening - Corner Lot



Staff Report – Liberty Township (U) Zoning Amendment

Applicant:	Liberty Township Zoning Commission c/o Dave Thomas 22910 SR 739 Raymond, OH 43067 (937) 537-0511
Request:	The Liberty Township Board of Trustees initiated an amendment to the text of the Zoning Resolution. The proposal amends Article II definitions and Section 1083 Solar Energy Systems.
Location:	Liberty Township is in western Union County and is northwest of Marysville. The unincorporated areas of Peoria and Raymond are located in the Township.

Staff Analysis:	<p>The Township adopted a previous iteration of the LUC Model Text for Solar Energy Systems. This text amendment incorporates recent LUC Model Text updates.</p> <p>Amending Article II Definitions – Solar Energy Related Definitions Amendments include:</p> <ul style="list-style-type: none"> • Adds “other structure mounted” systems to both the accessory and principal definition. • Clarifies a clear fall zone only applies to the area surrounding both “ground/pole mounted” and “other structure mounted” systems. • Adds “Small Solar Facility” and “Community Solar” definitions. <p>Amending Section 1083 Solar Energy Systems Amendments include:</p> <ul style="list-style-type: none"> • Modifies the section title to read “Section 1083 Small Solar Energy Systems (Less Than 50 MW)”. • Adds an exemption for accessory solar energy systems, that generate 500 watts or less, and are independent of and/or disconnected from the electrical services supplied to the lot on which the accessory solar energy system is located. • Strikes A., #6, e. from ground/pole mounted system standards. Previously, the Township added this standard as a modification to the LUC Model Text. Typically, structures are not counted in the maximum lot coverage calculation. Because the Township previously desired to include this, LUC staff recommends it not be struck. Also, LUC staff
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Logan-Union-Champaign regional planning commission

Staff Report – Liberty Township (U) Zoning Amendment

	<p>recommends adding the same to the other structure mounted systems standards as A., #7, e.</p> <ul style="list-style-type: none">• Adds A., #7 “Other structure mounted accessory solar energy systems” and the standards for said systems.• Updates (B.) Principal Solar Energy Production Facilities, to read, “It is not the purpose of this regulation to regulate a major utility facility, as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater).” This change also removes language no longer in the LUC Solar Model Text. <p>Prosecutor’s Office</p> <ul style="list-style-type: none">• A copy of this proposal was forwarded to the County Prosecutor’s Office for consideration and comment. The Prosecutor’s Office had no comment.
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<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL WITH MODIFICATIONS of the proposed zoning text amendment.</p> <p>A summary of the modifications are below:</p> <ul style="list-style-type: none">• Do not strike A., #6, e. which states solar energy systems count toward the total lot coverage.• Add to the other structure mounted system standards as A., #7, e., “For the purposes of determining lot coverage, the total surface area of all other structure mounted and free standing solar collectors including cells, panels, and water collector devices shall be considered impervious and count towards the maximum percentage of the lot to be occupied.”
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<p>Z&S Committee Recommendations:</p>	
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Date of Request.

June 13, 2023

Logan-Union-Champaign Regional Planning Commission
c/o Gram Dick
PO Box 219
East Liberty, OH 43319
gramdick@lucplanning.com

RE: Zoning Text Amendment Application, Liberty Township, Union County

Amendment topic: updating Solar Energy Systems Definitions and Text

Dear LUC Regional Planning Commission Committee Members:

The Liberty Township Board of Trustees met at 7:00 PM on June 5th, 2023. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Board of Trustees. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are in red and ~~strike through~~. Please refer to these attachments for further information.

- Amend solar energy related definitions in Article II Definitions and amend Section 1083 Solar Energy Systems. The text of Section 1083 and the solar energy related definitions in Article II regulate solar energy systems.

Public Hearing.

The Liberty Township Zoning Commission of Union County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 PM on July 19, 2023, in the Liberty Township Building. ~~The~~ address is _____.

Point of Contact.

Please consider me, ^{Dave} Thomas, Township's point of contact for this matter. My contact information is below:

22910 SR 739 Raymond 43067
Phone: (937) 537-0511

Sincerely,



Attachments.

1. Proposed Zoning Resolution Text Amendments (text changes shown ~~removed~~ and red)



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 06-05-2023 Township: Liberty

Amendment Title: Solar Energy Systems

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

10820 St Rt 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

June 12, 2023

Dave Thomas
Chair, Zoning Commission
Liberty Township
21655 Main Street
Raymond, OH 43067

**RE: Action by Liberty Township Board of Trustees
Certification of Resolution to initiate a Zoning Text Amendment**

Dear Mr. Dave Thomas:

Please consider this document certification of action by the Liberty Township Board of Trustees.

On June 5th, 2023, The Liberty Board of Trustees met. During the meeting, JACK McCoy moved a motion to initiate a zoning text amendment. JERRY McClary seconded the motion. All in favor.

Attest



Jeff Rea 06-12-2023
Fiscal Officer, Liberty Township

Solar eEnergy rRelated dDefinitions:

- a. **Accessory Solar Energy.** A solar collection system consisting of one or more roof/structurebuilding mounted, and/or ground/pole mounted, and/or other structure mounted solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.
- b. **Clear Fall Zone (Solar Energy).** An area surrounding a ground/pole mounted or other structure mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure's failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the primary parcel/lot and will not intrude onto a neighboring property.
- b-c. **Community Solar:** Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of this Resolution, "Community Solar" is considered to be a "Principal Solar Energy Production Facility".
- d. **Principal Solar Energy Production Facility.** An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more free-standing/roof/building mounted, ground/pole mounted, and/or reef/structure/other structure mounted solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include "Small Solar Facility" and "Community Solar Facility" as defined by statute or herein. These production facilities primarily produce electricity to be provided off-site.
- e-e. **Small Solar Facility:** Pursuant to ORC 519.213 (A) (2), "Small Solar Facility" means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.
- d-f. **Solar Energy Equipment.** Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
- e-g. **Solar Photovoltaic (PV).** The technology that uses a semiconductor to convert light directly into electricity.

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Solid Wastes. Means such unwanted residual solid or semisolid material as results from industrial, commercial agricultural, and community operations, excluding earth or material from

1. Location of all public and private airports in relation to the location of the wind turbine.
2. A report that shows:
 - a. The total size and height of the unit
 - b. If applicable, the total size and depth of the unit's foundation structure, as well as soil and bedrock data.
 - c. A list and or depiction of all safety measures that will be on the unit including anti-climb devices, grounding devices, and lightning protection, braking systems, guy wiring & anchors.
 - d. Data specifying the kilowatt size and generating capacity in kilowatts of the particular unit.
 - e. The maximum decibel level of the particular unit. This information shall be obtained from the manufacturer of the turbine unit.
3. A site drawing showing the location of the unit in relation to existing structures on the property, roads and other public right-of-ways, overhead utility lines, and neighboring property lines. In addition, the site drawing should include evidence of established setbacks that meet the "clear fall zone."
4. A maintenance schedule as well as a dismantling plan that outlines how the unit will be dismantled shall be required as part of the permit.

Section 1083 Small Solar Energy Systems (Less Than 50 MW)

A. Accessory Solar Energy Systems.

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. No accessory solar energy system for a dwelling and its accessory structures shall have a production output of more than 50kW. For a dwelling with multiple dwelling units, 50kW is allowed per dwelling unit. No other principal use shall have an accessory system with a production output of more than the needs of the facility.

2. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
3. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
- 3.4. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical services(s) supplied to the lot on which the accessory solar energy system is located.
- 4.5. Roof/StructureBuilding mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. ~~Combined~~The height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs, ~~and may not be taller than eighteen (18) inches above the roofline of a flat roof.~~
- 5.6. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising the solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
 - e. ~~For purposes of determining lot coverage, the total surface area of all ground mounted and freestanding solar collectors including cells, panels, and water collector devices shall be considered impervious and count towards the maximum percentage of the lot to be occupied.~~
7. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten

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(110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.

~~6-8.~~ Accessory Ssolar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.

~~7-9.~~ Accessory Ssolar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground-mounted~~accessory~~ solar energy system shall be graded and reseeded within thirty (30) days of removal.

~~8-10.~~ In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:

- a. Height of the proposed solar energy system(s) at maximum tilt.
- b. Evidence of established setbacks of 1.1 times the height of any ground/pole mounted or other structure mounted solar energy system~~other than a building~~ and "clear fall zone".
- c. Proof of notice to the electric company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities.

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of this regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

Principal solar energy production facilities are prohibited in any district.



Logan-Union-Champaign regional planning commission

Staff Report – York Township (U) Zoning Amendment

Applicant:	York Township Zoning Commission c/o Charles Gilliland 28736 Storms Rd Raymond, OH 43067 (937) 243-7613
Request:	The York Township Board of Trustees initiated an amendment to the text of the Zoning Resolution. The proposal amends Article XII definitions and Section 536 Solar Energy Systems.
Location:	York Township is in northwestern Union County and is northwest of Marysville. The unincorporated area of York Center is located in the Township.

Staff Analysis:	<p>The Township adopted a previous iteration of the LUC Model Text for Solar Energy Systems. This text amendment incorporates recent LUC Model Text updates.</p> <p>Amending Article XII Definitions – Solar Energy Related Definitions Amendments include:</p> <ul style="list-style-type: none"> • Adds “other structure mounted” systems to both the accessory and principal definition. • Clarifies a clear fall zone only applies to the area surrounding both “ground/pole mounted” and “other structure mounted” systems. • Adds “Small Solar Facility” and “Community Solar” definitions. <p>Amending Section 536 Solar Energy Systems Amendments include:</p> <ul style="list-style-type: none"> • Modifies the section title to “Section 536 Small Solar Energy Systems/Facilities (Less Than 50 MW)”. • Adds an exemption for accessory solar energy systems, that generate 500 watts or less, and are independent of and/or disconnected from the electrical services supplied to the lot on which the accessory solar energy system is located. • Adds A., #7, which is “Other structure mounted accessory solar energy systems” and the standards for said systems. • Updates (B.) Principal Solar Energy Production Facilities, to read, “It is not the purpose of this regulation to regulate a major utility facility, as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting
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Logan-Union-Champaign regional planning commission

Staff Report – York Township (U) Zoning Amendment

	<p>Board (50 MW or greater).” This change also removes language no longer in the LUC Solar Model Text.</p> <p>Prosecutor’s Office</p> <ul style="list-style-type: none">• A copy of this proposal was forwarded to the County Prosecutor’s Office for consideration and comment. The Prosecutor’s Office had no comment.
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<p>Staff Recommendations:</p>	<p>Staff recommends APPROVAL WITH MODIFICATIONS of the proposed zoning text amendment.</p> <p>During this review, LUC staff found three places where minor modifications are warranted:</p> <ul style="list-style-type: none">• Remove the phrase, “...and its accessory structures...” from A., #1. This can be found in line 3.<ul style="list-style-type: none">○ This is redundant text.• Modify the figure in A., #11, b. from “1:1 times the height” to “1.1 times the height”.<ul style="list-style-type: none">○ This changes the meaning from a ratio to a percentage. Effectively, 1:1 times the height would eliminate the clear fall zone requirement, which is not the intent in the model text.• Modify text under “B. Principal Solar Energy Production Facilities”, paragraph two. The sentence should read “It is not the purpose of this regulation”.<ul style="list-style-type: none">○ Currently, the sentence reads, “It is not the purpose of the regulation”.
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<p>Z&S Committee Recommendations:</p>	
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Date of Request.

June 13 2023

Logan-Union-Champaign Regional Planning Commission
c/o Gram Dick
PO Box 219
East Liberty, OH 43319
gramdick@lucplanning.com

RE: Zoning Text Amendment Application, York Township, Union County

Amendment topic: updating Solar Energy Systems Definitions and Text

Dear LUC Regional Planning Commission Committee Members:

The York Township Board of Trustees met at 7:00 PM on June 5th, 2023. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Board of Trustees. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Text Amendments.

Included with this cover letter, you will find a copy of the existing zoning as it appears in the Zoning Resolution. Proposed changes are in blue and ~~strike through~~. Please refer to these attachments for further information.

- Amend solar energy related definitions in Article XII Definitions and amend Section 536 Solar Energy Systems. The text of Section 536 and the solar energy related definitions in Article XII regulate solar energy systems.

Public Hearing.

The York Township Zoning Commission of Union County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 P M on July 18, 2023, in the York Township Building. The address is _____.

Point of Contact.

Please consider me, Charles Gilliland, Township's point of contact for this matter. My contact information is below:

28736 Storms Rd 43067
Phone: 937 243 7613

Sincerely,



Attachments.

1. Proposed Zoning Resolution Text Amendments (text changes shown ~~removed~~ and blue)



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Text Amendment Checklist

Date: 06-05-2023 Township: York

Amendment Title: Solar Energy Systems

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

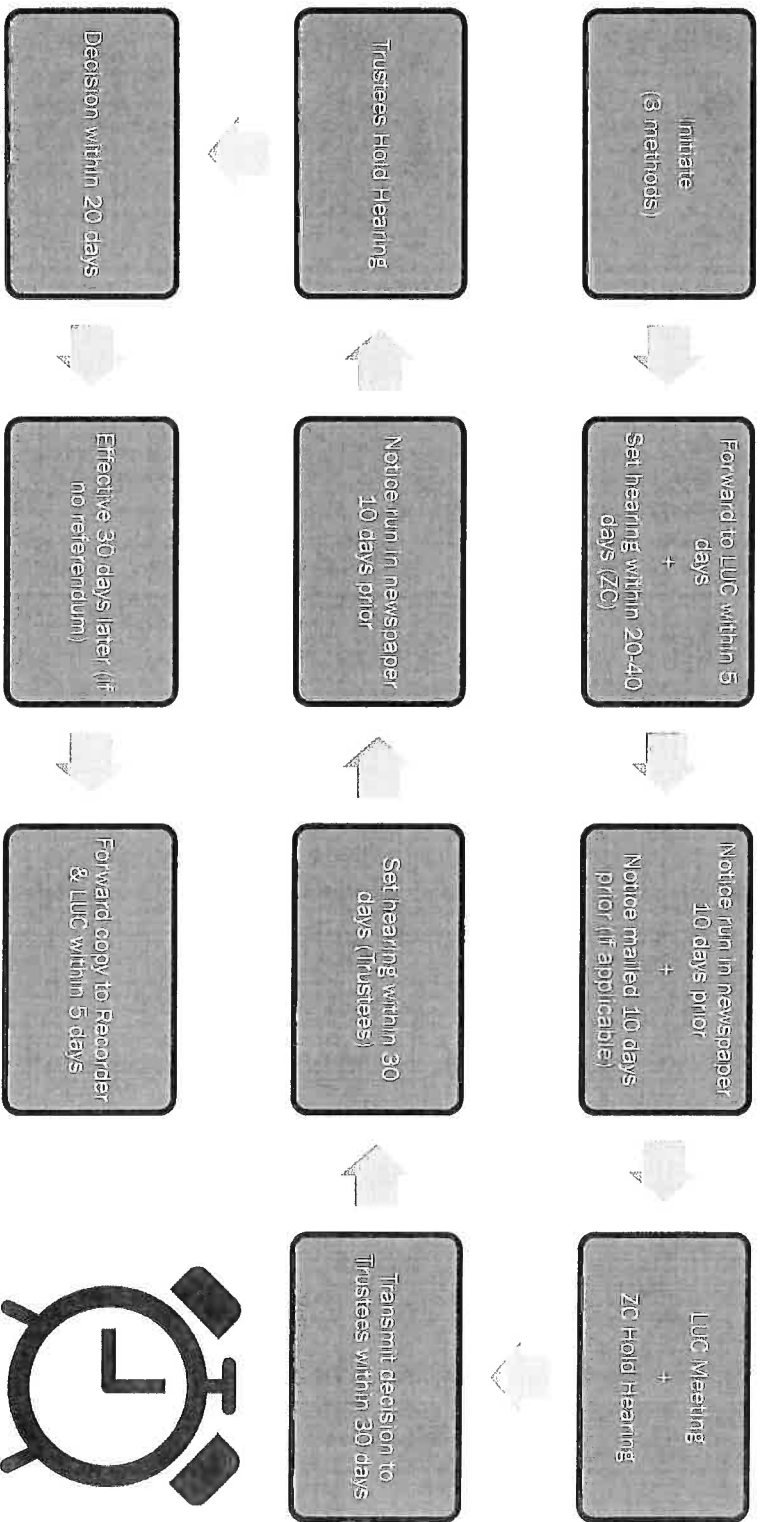
Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

10820 St Rt 347, PO Box 219
 East Liberty, Ohio 43319
 • Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Generalized Process in ORC 519.12



June 12, 2023

Charlie Gilliland
Chair, Zoning Commission
York Township
28736 Storms Road
Raymond, OH 43067

**RE: Action by York Township Board of Trustees
Certification of Resolution to initiate a Zoning Text Amendment**

Dear Mr. Charlie Gilliland:

Please consider this document certification of action by the York Township Board of Trustees.

On June 5th, 2023, The York Board of Trustees met. During the meeting, LOGAN REPE
moved a motion to initiate a zoning text amendment. JUDY CHRESTEAN seconded the
motion. All in favor.

Attest

 FO

Ryan Bugg 06- 12 -2023
Fiscal Officer, York Township

York Township
Union County, Ohio

Zoning Resolution

Adopted : ~~May 14,~~
~~20 1984~~

Revised March 05, 2007,

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Revised March 18, 2013

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Revised July 16, 2018

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Revised June 20, 2022

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Revised

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~~TOWNSHIP OF YORK~~
~~UNION COUNTY, OHIO~~

~~ZONING RESOLUTION~~

~~ADOPTED MAY 14TH, 1984~~

~~Revised March 05, 2007~~

~~Revised March 18, 2013~~

~~Revised July 16, 2018~~

~~Revised June 20, 2022~~

Agricultural Services) Engineering Field Manual for Conservation Practices. Tile found in working order on site must be rerouted around proposed pond. Soil must be spread in a manner not to encroach on adjacent properties.

3. Union Soil and Water Conservation District (SWCD) or an independent contractor shall be responsible for designing the pond and doing site inspections during construction to assure that the pond is constructed according to the approved plan.
4. The pond outlet must be designed not to encroach on adjacent property.
5. Every lot shall have an adequate drainage outlet and acceptable soils consistent with requirements for the proposed use. The Union SWCD shall determine the drainage outlet adequacy and the soils acceptability for ponds.
6. If earth mounds or tree lines are used, the setback shall be fifty (50) feet from the road right-of-way to the high water mark and thirty (30) feet from the high water mark to the side and rear lot lines. If earth mounds or tree lines are NOT used, the setback shall be one hundred (100) feet from the road right-of-way to the high water mark, and thirty (30) feet from the high water mark to the side and rear lot lines.
7. Three (3) acre minimum lot size.
8. All ponds shall be at least one-fourth ($\frac{1}{4}$) acre in size.
9. Disturbed soil shall be seeded accordingly to Ohio EPA Regulations and NRCS standards and specifications.
10. Permits. The excavation of all ponds shall require a zoning permit. Work shall commence on said pond within six (6) months from the date of permit issuance from the Township Zoning Inspector. Prior to issuance of a zoning permit, all drainage tiles shall be identified and clearly marked. Ponds shall be completed within sixty (60) days from the date that construction on pond commences. The property owner shall notify the Zoning Inspector upon commencement of construction on the pond. Should the permit expire before work on the pond is complete, all excavated land shall be returned to its original state.
11. This applies to all zoning districts.

Section 530 Erection of More than One Principal Structure on a Lot. In any district more than one (1) structure housing a permitted or permissible principal use may be erected on a single lot, provided that yard or other requirements of this Resolution shall be met for each structure as though it were on an individual lot. Accessory buildings such as a garage may be located in the rear yard, provided that all yard and other requirements of this Resolution are met.

Section 536 Small Solar Energy Systems/Facilities (Less Than 50 MW)

A. Accessory Solar Energy Systems

It is the purpose of this regulation to promote the safe, effective, and efficient use of accessory solar energy systems installed to reduce the on-site consumption of utility-supplied electricity. An accessory solar energy system shall be considered a permitted accessory use in any district provided all requirements and regulations as set forth below are met.

No person shall cause, allow, or maintain the use of an accessory solar energy system without first having obtained a zoning permit from the zoning inspector.

All accessory solar energy systems shall meet the following requirements:

1. No accessory solar energy system for a dwelling and its accessory structures shall have a production output of more than 50 kW. For a dwelling with multiple dwelling units, 50 kW is allowed per dwelling unit and its accessory structures. No other principal use shall have an accessory system with a production output of more than 250 kW.
2. An accessory solar energy system is permitted in all zoning districts as an accessory to a principal use.
3. An accessory solar energy system shall not be used for the generation of power for the sale or donation of energy to other users, although this provision shall not be interpreted to prohibit the sale or donation of excess power generated from time to time to the local utility company or the sale or donation of power as part of a net metering or similar arrangement. Net metering or similar arrangements are those where electricity produced by the accessory solar energy system displaces electricity that would otherwise be purchased from an electric utility or supplier for the lot where the accessory system is located. Net metering or similar arrangements shall be incidental and secondary to the production for on-site use.
- 3.4. Accessory solar energy systems with a generation output of five hundred (500) watts or less, or a combination of accessory solar energy systems with an aggregate generation output of five hundred (500) watts or less, shall not require a permit and shall be exempt from the requirements of this section, provided that the system is independent and disconnected from the electrical service(s) supplied to the lot on which the accessory solar energy system is located.
- 4.5. Roof/Structure/Building mounted accessory solar energy systems:
 - a. Shall not extend beyond the perimeter (or edge of roof) of the building on which it is located.
 - b. May be mounted to a principal or accessory building.
 - c. CombinedThe height of the solar energy system and building to which it is mounted may not exceed the ridgeline of the roof for hip, gable, and gambrel roofs.
- 5.6. Ground/Pole mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.
7. Other structure mounted accessory solar energy systems:
 - a. Shall be no taller than seventy-five (75) percent of the maximum building height allowed in that zoning district for accessory buildings.
 - b. Shall be permitted in the rear or side yard only.
 - c. Shall be erected within an established clear fall zone.
 - d. The minimum setback distance from the property lines for structures comprising solar energy systems and all related equipment shall be at least one hundred ten (110) percent of the height of any structure or at least twenty (20) feet from the nearest property line, whichever is greater.

~~6-8.~~ Accessory Ssolar energy systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street right of ways.

~~7-9.~~ Accessory Ssolar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued, or broken. Any earth disturbance as a result of the removal of the ground-mounted accessory solar energy system shall be graded and reseeded within thirty (30) days of removal.

~~8-10.~~ In no event shall any person interdict or interfere with any existing tile or surface drain channel unless it is determined that such tile or channel can be removed or relocated without interfering with the drainage on adjacent properties.

~~9-11.~~ In addition to the site plan required for any zoning permit or conditional use permit, the following shall also be submitted at the time of application and shall include:

- a. Height of the proposed solar energy system(s) at maximum tilt.
- b. Evidence of established setbacks of 1:1 times the height of any ground/pole mounted or other structure mounted solar energy system~~other than a building and its~~ "clear fall zone".
- c. Proof of notice to the electric company, Soil and Water Conservation District (for drainage impact purposes), and County Health Department/District (for on-site sewage treatment impacts) regarding the proposal.

B. Principal Solar Energy Production Facilities

No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

It is not the purpose of the regulation to regulate a major utility facility, ~~or subsidiary use,~~ as defined by the Ohio Revised Code, which is regulated by the Ohio Power Siting Board (50kW 50 MW or greater). ~~It is also not the purpose of this regulation to regulate public utilities that meet the definitions as stated in the O.R.C. 4905.02 or O.R.C. 4905.03 and the three criteria of O.R.C. 4905.65(B).~~

Principal Solar Energy Production Facilities are prohibited in any district.

Sidewalk. That portion of the road right-of-way outside the roadway, which is improved for the use of pedestrian traffic.

Sign. Any device designated to inform or attract the attention of persons not on the premises on which the sign is located.

1. Sign, On-Premises. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.
2. Sign, Off-Premises. Any sign unrelated to a business or profession conducted or to a commodity or service sold or offered upon the premises where such sign is located.
3. Sign, Ground. A display sign supported by uprights or braces in or upon the ground surface.
4. Sign, Marquee. A display sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.
5. Sign, Projecting. A display sign which is attached directly to the building wall and which extends more than fifteen inches from the face of the wall
6. Sign Roof. A display sign which is erected, constructed and maintained above the roof of the building.
7. Sign, Temporary. A display sign, banner or other advertising device constructed on cloth, canvas, fabric or other light temporary material, with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.
8. Sign, Wall. A display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Solar energy related definitions:

- a) Accessory Solar Energy: A solar collection system consisting of one or more roof/~~structure~~~~building~~ mounted, ~~and/or~~ ground/pole mounted, ~~and/or other structure mounted~~ solar collector devices and solar related equipment, and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it supplies electrical or thermal power solely for on-site use, except that when a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and presently needed for on-site use may be used by the utility company.
- b) Principal Solar Energy Production Facility: An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. ~~Large~~Principal solar energy production facilities consist of one or more ~~free-standing roof/building mounted,~~ ground/pole ~~mounted,~~ ~~and/or roof/other~~ structure mounted solar collector devices, solar related equipment, and other accessory structures and buildings

including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities.

Examples include "Small Solar Facility" and "Community Solar Facility" as defined by statute or herein. ~~These production facilities primarily produce electricity to be provided off site.~~

- c) Solar Energy Equipment: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounted brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.
- d) Solar Photovoltaic (PV): The technology that uses a semiconductor to convert light directly into electricity.
- e) Clear Fall Zone (Solar Energy): An area surrounding a ground/pole mounted or other structure mounted solar energy system into which the system and/or components might fall due to inclement weather, poor maintenance, faulty construction methods, or any other condition causing the structure's failure that shall remain unobstructed and confined within the property lines of the primary lot where the system is located. The purpose of the zone being that if the system should fall or otherwise become damaged, the falling structure will be confined to the primary parcel/lot and will not intrude onto a neighboring property.
- f) Small Solar Facility: Pursuant to ORC 519.213 (A) (2), "Small Solar Facility" means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.
- e)g) Community Solar: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For purposes of this Resolution, "Community Solar" is considered to be a "Principal Solar Energy Production Facility".

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Solid Waste. Means such unwanted residual solid or semi-solid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, and flag and other substances which are not harmful or inimical to public health, and includes, but is not limited to garbage, combustible and non-combustible material, street dirt, and debris. For purposes of this definition, material from construction operations and material from demolition operations are those items affixed to the structure being constructed or demolished, such as brick, concrete, stone, glass, wallboard, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring, and insulation materials.

Story. That part of a building between the surface of a floor and the ceiling immediately above.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences, and billboards.

Supply Yards. A commercial establishment storing and offering for sale building supplies, steel supplies, coal, heavy equipment, feed and grain, and similar goods.



Zoning & Subdivision Committee
Thursday, July 13, 2023

The Zoning and Subdivision Committee met in regular session on Thursday, July 13, 2023, at 11:37 am.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Gram Dick, Todd Freyhof, Jeff Beard for Ashley Gaver, Steve McCall, Heather Martin, Tammy Noble, Steve Robinson, Tom Scheiderer, Aaron Smith, and Jeff Stauch. The absent member was Wes Dodds.

Guests: Scott Mincks, Kimley-Horn; Brendan Sexton, Race Trac; Laura Comek; Greg Iiams, Village of Russells Point; Luke Sutton, **Union County Engineer's Office**; Patricia Brown, EMH&T; Matt Chamberlain, SSMC, LLC.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Tom Scheiderer moved a motion to approve the minutes from June 8, 2023, meeting as written, and Steve McCall seconded. All in favor.

1. Review of Farm at Indian Run Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - o **Brad Bodenmiller stated the Engineer's Office confirmed the bond** was approved. Confirmation emails were received from reviewing agencies, that comments submitted were addressed.
 - o Todd Freyhof moved a motion to recommend conditional approval of the Farm at Indian Run Final Plat with incorporation of comments and Tyler Bumbalough seconded. All in favor.
2. Review of Homestead at Scotts Farm Phase 1B Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - o Brad Bodenmiller stated confirmation emails were received from reviewing agencies, that comments submitted were addressed.
 - o Steve McCall –The right of way is 50 feet? Is that normal for subdivisions in Union County?
 - Brad Bodenmiller – It is not. They got a variance to dedicate half of the street. The subdivision regulations say no to it, you must get a variance.
 - o Steve McCall moved a motion to recommend approval of the Homestead at Scotts Farm Phase 1B Final Plat with conditions and Jeff Stauch seconded. All in favor.
3. Review of Industrial Parkway Data Center Campus Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - o Brad Bodenmiller advised the project engineer requested to table.



- Todd Freyhof moved a motion to recommend acceptance of the request to table the Industrial Parkway Data Center Campus Final Plat and Steve McCall seconded. All in favor.
- 4. Review of Jerome Park Amended Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller **repeated a question submitted by the County Engineer's Office. Is the use unknown at this time? For the time being, is it just a curb cut into Lot 7?**
 - Patricia Brown advised it is a curb cut at this time.
 - Jeff Stauch moved a motion to recommend approval with conditions of Jerome Park Amended Preliminary Plat and Todd Freyhof seconded. All in favor.
- 5. Review of The Courtyards of Hyland Meadows (VN-13) Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
 - Tyler Bumbalough moved a motion to recommend approval of The Courtyards of Hyland Meadows (VN-13) Preliminary Plat with the conditions and Steve Robinson seconded. All in favor.
- 6. Review of Allen Township Zoning Parcel Amendment (Union County) – Staff Report by Gram Dick
 - Todd Freyhof moved a motion to recommend approval of the Allen Township Zoning Parcel Amendment and Steve McCall seconded. All in favor.
- 7. Review of Bloomfield Township Zoning Plan (Logan County) – Staff Report by Aaron Smith
 - Scott Coleman asked for further information about the model text and the 1970 date.
 - Aaron Smith provided further information.
 - Tyler Bumbalough asked to see a copy of the map and Aaron Smith shared this.
 - Scott Coleman provided more information regarding the township.
 - Steve McCall moved a motion to recommend approval of the Bloomfield Township Zoning Plan and Steve Robinson seconded. All in favor.
- 8. Review of Jerome Township Zoning Parcel Amendment (RU to LDR) (Union County) – Staff Report by Gram Dick
 - Scott Coleman asked about the reason for this amendment and Gram Dick and Brad Bodenmiller responded.
 - Brad Bodenmiller cannot speak for the Township, but the subdivision the plant serves seems to be LDR.
 - Todd Freyhof asked about this parcel **and what's located on it.**
 - Jeff Stauch provided further information on the use of the parcel.
 - Todd Freyhof moved a motion to recommend approval of the Jerome Township Zoning Parcel Amendment and Tyler Bumbalough seconded. All in favor.
- 9. Review of Jerome Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith



- Tammy Noble asked about the process and if they're just updating the whole zoning code or updating it incrementally?
 - Aaron Smith – **Yes. It's unclear who initiated this**, or who is the person who is updating the whole plan **but what we've seen is cleaning up** the code.
 - Brad Bodenmiller – It looks like it is the Zoning Commission who initiated it.
 - Tyler Bumbalough – Is the setbacks and road frontage a new concept?
 - Aaron Smith – This predates the current zoning inspector.
 - Brad Bodenmiller – **I personally wouldn't tool my text that way, but that's how it** was done about 10 years ago. There are a couple townships that do it this way.
 - Tyler Bumbalough – That could be problematic for a township constantly changing. Roadways can constantly be changing and can result in differences between neighboring houses if a change happens.
 - Steve McCall – I can see it as **beneficial depending on the route so it's good that they're considering that classification**.
 - Steve McCall moved a motion to recommend approval with modifications as included in the staff report of the Jerome Township Zoning Text Amendment and Tyler Bumbalough seconded. All in favor.
10. Review of Liberty Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick
- Tammy Noble moved a motion to recommend approval with modifications of the Liberty Township Zoning Text Amendment and Tom Scheiderer seconded. All in favor.
11. Review of York Township Zoning Text Amendment (Union County) – Staff Report by Gram Dick
- Steve McCall moved a motion to recommend approval with modifications of the York Township Zoning Text Amendment and Jeff Stauch seconded. All in favor.
12. Review of Jerome Township Zoning Parcel Amendment (RU to PD) (Union County) – Staff Report by Aaron Smith
- Scott Coleman clarified the reason for the staff recommendation of denial and Brad Bodenmiller provided further information. **We don't know what the township is** thinking before they make a decision. We are one recommendation in the process leading up to that. Is there other alternative zoning that they could request besides a PD that would be more reflective? **It's hard to** see how this meets all the PD purposes and intent.
 - Aaron Smith – **Going line by line, I haven't compared it to** the other districts. The plan calls for RR and looking at it, many of the items they want to accomplish are allowed there.
 - Brad Bodenmiller – Their plan is to try to do big-box retail in the area.
 - Tammy Noble – The RR is a standard district?
 - Aaron Smith – Yes.
 - Tyler Bumbalough – Is there anything that surrounds this parcel or is present?
 - Aaron Smith – As far as I know there are no current structures.



- Steve McCall – On that quadrant, how is the Marathon zoned?
 - Aaron Smith – It has straight zoning. **It's** RR down there, and Local Retail.
- Tammy Noble – For the codes that differentiate between gas stations and truck stops, is there something there to help us differentiate?
 - Aaron Smith – The NAICS **doesn't really provide good information and is** general. The Township has not defined a truck stop separately and **there's** no other definition in the proposed code.
- Tammy Noble – For the site plan, is that a weigh station shown?
 - Aaron Smith – Yes.
- Tyler Bumbalough – Are those pumps for trucks?
 - Aaron Smith – **It's a taller canopy so I don't know if it's just for trucks.**
- Laura Comek – **It's not my intention to overburden this conversation. It's not a truck stop. There's a definition for a gas station in the township. If you're spending time in this room, I'm sure you don't want to be obsolete and** want to make informed decisions. This recommendation should be approval with conditions. **I'm** the guinea pig for Jerome Township and the new things they want to do. **I'm** working with Senor Snowden. I may have used weigh station too **liberally. It's not official, it's a scale. We think that's a common activity of gas stations. They're like a Sheetz. I had to use all the other definitions because what we're doing isn't in the** plan. Laura explained to the committee how she sees this development.
- Scott Coleman – By your interpretation of the definition of regional retail, this definition fits.
 - Laura Comek – **We don't have lockers, showers, or overstay.**
 - Scott Coleman – **We're not here to determine that one way or another.** Staff bring up a good point **but that's not a point here. We can make a** recommendation and the Township can do with it what they like.
 - Laura Comek – **If you're going to turn it down because it's a truck stop** then tell us that. You need to make an informed decision. So, the vehicle for better development and flexibility.
- Tammy Noble asked for further clarification regarding the site plans and Laura Comek responded.
- Tammy Noble – When I look at this map, these are two equal uses. **If that's** potentially a weighing station and potentially cars.
 - Laura Comek – **It's for** trucks.
- Steve McCall – Does it allow overnight stays?
 - Laura Comek – **No, we're not** allowing that. **It's** self-enforced.
- Brad Bodenmiller provided a recap of the staff report. Brad said we have to consider the application as submitted.
- Steve McCall moved a motion to recommend denial of the Jerome Township Zoning Parcel Amendment per the staff recommendations and with the recommendation to consider whether the change in zoning to regional retail may be a better fit due to the size and scale of the development and Tyler Bumbalough seconded. All in favor.



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

The Zoning and Subdivision Committee adjourned at 1:17 pm with Todd Freyhof moving a motion to adjourn and Steve McCall seconded. All in favor.

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