Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Zoning & Subdivision Committee

Thursday, January 8, 2015, 12:45 pm

Start Time: _____

- Minutes from last meeting of November 13, 2014
  1st: _____ 2nd: _____

1. Zoning and Subdivision Committee appointments 2015.

2. Review of Woodbine Village Amended Final Plat (Union County) – Staff Report by Brad Bodenmiller

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

Members:

Scott Coleman – Logan County Engineer
Greg DeLong – City of Marysville Planning
Charles Hall – Union County Commissioner
Jeff Stauch – Union County Engineer
Paul Hammersmith – Dublin Engineer
Steve McCall – Champaign County Engineer
Pam Babjack – City of Urbana Zoning
Robert A. Yoder – North Lewisburg Administrator
Weston R. Dodds – City of Bellefontaine Zoning
Dave Gulden – LUC
Heather Martin – LUC
Skyler Wood – LUC
Brad Bodenmiller - LUC

Guests:

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

Staff Report – Woodbine Village Section 1 Phase 2

Applicant:	WC Jerome, LLC c/o Jeffrey Woda 229 Huber Village Boulevard, Suite 100 Westerville, OH 43081 jwoda@wodagroup.com Advanced Civil Design, Inc. c/o James Whitacre 422 Beecher Road Gahanna, OH 43230 jwhiteacre@advancedcivildesign.com
Request:	Approval of the Woodbine Village – Section 1 Phase 2 **Amended** Final Plat.
Location:	Located south of Brock Road & between U.S. Route 33 and Industrial Parkway in Jerome Township, Union County.

Staff Analysis:	This Amended Final Plat is for Woodbine Village – Section 1 Phase 2 of the Woodbine Village Development. Woodbine Village Section 1 Phase 2 will have a total of 1.948 acres in right-of-way and 8.950 acres in single-family residential lots, totaling 10.898 acres. The developer noted that 8.557 acres of open space reserves are included in Phase I. Woodbine Village – Section 1 Phase 2 will have a total of 27 lots for single-family residential development. The proposed method of supplying water service and sanitary service is through the City of Marysville. The Woodbine Village –Section 1 Preliminary Plat was originally approved on December 9, 2010. A subsequent Preliminary Plat Extension was approved December 13, 2012. The Final Plat for Phase 1 of Section 1 was approved on December 8, 2011. The Final Plat for Section 1 Phase 2 was approved on May 13, 2014. • **Union County Engineer's Office** o Per a letter dated January 2, 2015, the Union County Engineer's Office recommended denial of the plat and submitted the following comments:

- ✓ Amend the dedication note to reflect the Union County Engineer's Office dedication note. See the January 2, 2015, letter for exact language.
- ✓ Reserve area labels shall remain consistent only for those reserve areas that are contiguous. Several open spaces that were once contiguous upon the platting of Section 1, Phase 1 are now separate areas with this amendment, yet remain the same name.
- ✓ Define the amended reserve area boundaries and acreage.

- **Union County Soil & Water Conservation District**
  - No comments as of January 2, 2015.

- **Union County Health Department**
  - Per a letter dated December 30, 2014, the Union County Health Department submitted the following comments:
    - ✓ Public services (sanitary sewer & drinking water) are being provided to the residents within this subdivision.
    - ✓ 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 (STS).
    - ✓ 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.

- **City of Marysville**
  - Per a letter dated December 30, 2014, the City of Marysville had minor technical items regarding Woodbine Village – Section 1 Phase 2 that should be incorporated into the Amended Final Plat Mylar for the January 8, 2015, LUC meetings:
    - ✓ On Sheet 2, to comply with the approved construction plans, the sanitary sewer easement shall be widened by an additional five (5) feet

(for a total of 20 feet) onto Lot 56 along the common lot line with Lot 55.
- ✓ Provide additional detail (i.e. dimensions, etc.) for the sanitary sewer easement on Lot 71. It appears that the location and width is correct but that the label is not accurate.

- **Jerome Township**
  - Per a letter dated January 5, 2014, the Jerome Township Zoning Officer found the proposal to be in compliance with the zoning plans and the final development plans that were submitted and approved by the township.

- **ODOT District 6**
  - No comments as of January 2, 2015.

- **Union Rural Electric/URE**
  - Per a letter dated December 31, 2014, URE had minor technical items regarding Woodbine village – Section 1 Phase 2 that should be incorporated into the Amended Final Plat Mylar for the January 8, 2015, LUC meetings:
    - ✓ On Sheet 2, confirm with Union County Engineer's Office if 33 is a U.S. State Route or U.S. Highway.
    - ✓ On Sheet 2, URE needs a 10 feet wide continuous easement that is offset by 5 feet from the 25 feet setback line.
    - ✓ URE would like the developer to confirm if conduits were already installed—how many and where?

- **LUC Regional Planning Commission**
  - The reviewing agency comments listed in this report should be incorporated into the Amended Final Plat Mylar printing for the January 8, 2015, LUC meetings.
  - The signature dates on Sheet 1 must be changed from 2014 to 2015.
  - This Amended Final Plat does not stay within the boundaries of the original Final Plat. It impacts the adjacent subdivision. The proposal is problematic because two Final Plats must be submitted for amendment, not one.

	○ Reserve areas must be clearly defined and within the subdivision.

Staff Recommendations:	LUC Staff recommends ***DENIAL*** of the Woodbine Village Section 1 Phase 2 Amended Final Plat. Although minor technical items included in this staff report can be incorporated into the Amended Final Plat Mylar, the following items are the cause for the recommendation of ***DENIAL***: ○ The recommendation submitted by the Union County Engineer's Office. ○ This Amended Final Plat does not stay within the boundaries of the original Final Plat. It impacts the adjacent subdivision. The proposal is problematic because two Final Plats must be submitted for amendment, not one. ○ Reserve areas must be clearly defined and within the subdivision.

Z&S Committee Recommendations:	

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Application for Final Plat Approval

Date: 12/18/2014

Name of Subdivision: Amended Final Plat Woodbine Village
Section/Phase: Section 1, Phase 2 Block N/A
Location: South of intersection between Brock Road & State Route 33
Township: Jerome Military Survey: 5134
Complete Parcel(s) Identification Number (PIN): Lots 50-77 of Woodbine Village Section 1 Phase 2 (P.B. 5, PG. 335A-336B)
Has a Preliminary Plat been approved for this subdivision?: Yes X No ___ Date: 2010

Name of Applicant: WC Jerome, LLC
Address: 229 Huber Village Blvd, Ste. 100
City: Westerville State: OH Zip: 43081
Phone: (804) 441-5652 Fax: (614) 396-3243 Email: jwoda@wodagroup.com

Name of Owner of property to be subdivided: WC Jerome, LLC
Address: 229 Huber Village Blvd, Ste. 100
City: Westerville State: OH Zip: 43081
Phone: (804) 441-5652 Fax: (614) 396-3243 Email: jwoda@wodagroup.com

Name of Applicant's Surveyor or Engineer: Advanced Civil Design, Inc.
Address: 422 Beecher Road
City: Gahanna State: OH Zip: 43230
Phone: (614) 428-7742 Fax: (614) 428-7755 Email: jwhitacre@advancedcivildesign.com

Proposed Acreage to be Subdivided: 10.937

Current Zoning Classification: PUD

Proposed Zoning Changes: PUD

Proposed Land Use: Residential

Development Characteristics
Acreage w/in Approved Preliminary Plat: 40.052 Acres

Acreage w/in Section and/or Block: 10.937 Acres

Number of **APPROVED** lots from Preliminary Plat 77

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

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Number of Lots **PROPOSED** w/in this Section: 27

Number of **APPROVED** units from Preliminary Plat: 77

Number of Units **PROPOSED** w/in this Section: 27

Typical Lot Width: 90' Feet Typical Lot Area: 12,000 SF

Single Family Units: 2,500 Sq. ft Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 8.557 Ac

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? No

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.* In Process

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: _____

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

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

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	

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

Logan-Union-Champaign
regional planning commission

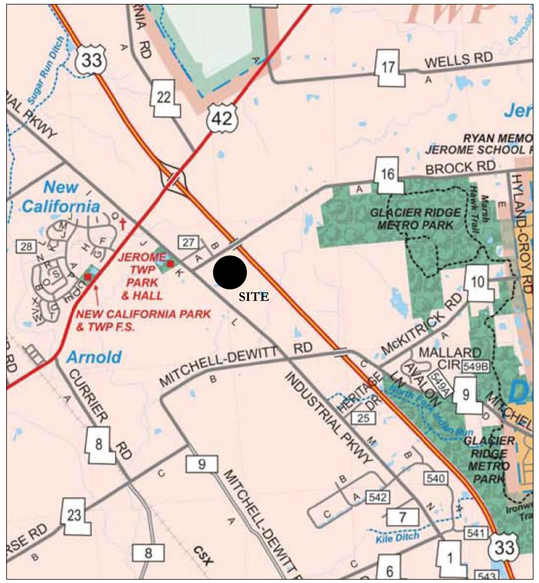
Director: Dave Gulden, AICP

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.		X
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.	X	
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.		X
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	

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

Amended Final Plat
Woodbine Village Section 1, Phase 2

(Includes a resubdivision of all of lots 50-77 of Woodbine Village Section 1, Phase 2 (P.C. 5, PG. 335A-335B) and part of Reserve B and Reserve D of Woodbine Village Section 1, Phase 1 (P.C. 5, PG. 301 A&B))
Township of Jerome, Union County, Ohio,
Survey No. 5134 of the Virginia Military District



LOCATION MAP
1"=2500'

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.

PERMANENT MARKERS SET, where indicated, are 1" diameter solid iron rods, 30" long, set with the top end flush with the surface of the ground, capped with an aluminum cap stamped ADVANCED.

○ = Iron Pin Set
◎ = 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. 5134 of the Virginia Military District, Township of Jerome, Union County, Ohio. The tract has an area of 1.948 acres in streets and 8.950 acres in lots, making a total of 10.898 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 Woodbine Village Section 1, Phase 2 as surveyed in August 2011.

By_____
Professional Surveyor

Situated in the State of Ohio, County of Union, Township of Jerome, Survey No. 5134 of the Virginia Military District, containing 10.898 acres of land, more or less, said 10.898 acres being part the 41.838 acre tract of land deeded to WC Jerome, LLC, an Ohio limited liability company in Instrument Number 201301240002813, being of record in the Recorder's Office, Union County, Ohio.

The undersigned, WC Jerome, LLC, an Ohio limited liability company, by Jeffrey Woda, Principal/President of General Partner, and The Woodbine Homeowners Association, Inc. owners of the lands platted herein, duly authorized in the premises, has authorized the platting thereof and does hereby certify that this plat correctly represents its WOODBINE VILLAGE SECTION 1, PHASE 2, a subdivision containing Lots Numbered 50 to 76, Reserve F, Weigela Court, Wintersweet Lane and Wintersweet Court shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement". Designated easements permit the construction, operation and maintenance of private utilities above, beneath and on the surface of the ground and, where necessary. No building shall be constructed in any area over which easements are hereby reserved.

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.

Sanitary Sewer Easements are hereby reserved in, over and under areas designated on this plat as "Sanitary Sewer Easement". Designated easements permit the construction, operation and maintenance of public sanitary sewers. No building shall be constructed in any area over which sanitary sewer easements are hereby reserved.

In Witness, Whereof, Jeffrey Woda, Principal/President of General Partner of WC Jerome, LLC, an Ohio limited liability company, and _____ the _____ of The Woobine Homeowners Association, Inc. have hereunto set their hand this _____ day of _____, 2014.

The Woodbine Homeowners Association, Inc.

By_____

WC Jerome, LLC an Ohio limited liability company

By_____
Jeffrey Woda, Principal/President of General Partner

STATE OF OHIO
COUNTY OF UNION ss:

Before me, a Notary Public in and for said State, personally appeared Jeffrey Woda, Principal/President of General Partner of WC Jerome, LLC, an Ohio limited liability company, 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 WC Jerome, LLC, an Ohio limited liability company, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2014.

My Commission expires _____

_____
Notary Public, State of Ohio

STATE OF OHIO
COUNTY OF UNION ss:

Before me, a Notary Public in and for said State, personally appeared _____, _____ of The Woodbine Homeowners Association, Inc., 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 The Woodbine Homeowners Association, Inc., for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2014.

My Commission expires _____

_____
Notary Public, State of Ohio

Reviewed this _____ day of _____, 2014.

_____
Chairman, Jerome Township Trustees

Approved this _____ day of _____, 2014.

_____
Union County Engineer

Approved this _____ day of _____, 2014.

_____
Union County Health Department

Approved this _____ day of _____, 2014.

_____
Logan-Union-Champaign Regional Planning Commission

Approved and accepted this _____ day of _____ 2014, wherein all of the Roads, Drives and Streets, shown dedicated hereon, are accepted, as such.

_____
Union County Commissioner

_____
Union County Commissioner

_____
Union County Commissioner

Transferred this _____day of _____ _____, 2014.

_____
Auditor, Union County, Ohio

Filed for record this _____ day of _____, 2014 at _____ .M.

Recorded this _____ day of _____, 2014.

Plat Cabinet _____, Slides _____

_____
Recorder, Union County, Ohio

Development Data:

Site Zoning District: PUD

Phase 2 Lots: 27 Lots
Future Lots: 0 Lots

Open Space Area Required: 8.52 Acres (per Phase I)
Open Space Area Provided: 8.557 Acres (per Phase I)

Min. Lot Size: 11,700 S.F.
Min Lot Width (At Building Setback): 90'
Min. Lot Depth: 130'

Front Setback (Woodbine Way): 35'
Front Setback (All Other Streets): 25'

Side Setback: 10'

Rear Setback: 25'

Parent Parcel No. and Acreage:

17-0022013.0000: 18.285 Ac.
17-0022013.0260: 0.023 Ac.

Parent Map No.:

135-00-00-011.000

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: As Noted
DATE: December 18, 2014

O:\11-0001-431\dwg\phase2\Rev1\0001-431p1_Sec 1 PH 2.dwg Layout1 Dec 18, 2014 - 1:09:28pm sbeattie

Amended Final Plat
Woodbine Village Section 1, Phase 2

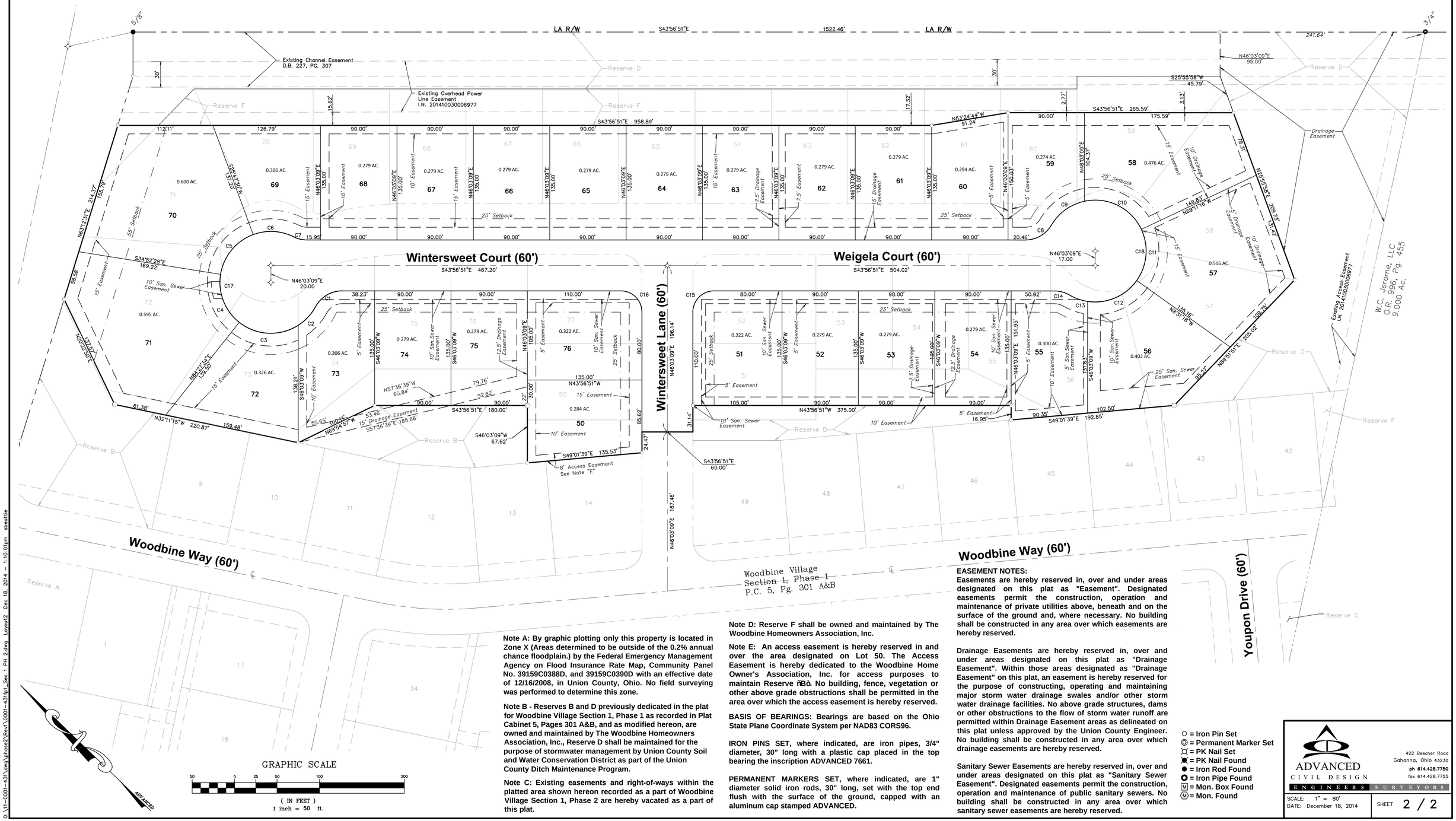
(Includes a resubdivision of all of lots 50-77 of Woodbine Village Section 1, Phase 2 (P.C. 5, PG.335A-335B) and part of Reserve B and Reserve D of Woodbine Village Section 1, Phase 1 (P.C. 5, PG. 301 A&B))
Township of Jerome, Union County, Ohio,
Survey No. 5134 of the Virginia Military District

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	061°32'49"	35.50'	38.13'	N74°43'15"W	36.33'
C2	029°05'32"	60.00'	30.47'	N89°03'06"E	30.14'
C3	070°51'41"	60.00'	74.21'	S40°58'17"E	69.57'
C4	060°39'58"	60.00'	63.53'	S24°47'33"W	60.60'
C5	060°39'58"	60.00'	63.53'	S85°27'31"W	60.60'
C6	046°42'56"	60.00'	48.92'	N40°51'02"W	47.58'
C7	026°27'16"	35.50'	16.39'	S30°43'13"E	16.25'
C8	059°28'45"	35.50'	36.85'	S73°41'13"E	35.22'
C9	047°14'09"	60.00'	49.47'	N79°48'31"W	48.08'
C10	077°00'10"	60.00'	80.64'	N17°41'21"W	74.70'
C11	060°39'58"	60.00'	63.53'	N51°08'43"E	60.60'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C12	063°13'16"	60.00'	66.20'	S66°54'40"E	62.90'
C13	021°35'55"	60.00'	22.62'	S24°30'04"E	22.48'
C14	030°14'44"	35.50'	18.74'	N28°49'29"W	18.52'
C15	090°00'00"	25.00'	39.27'	N88°56'51"W	35.36'
C16	090°00'00"	25.00'	39.27'	N01°03'09"E	35.36'
C17	268°00'05"	60.00'	280.65'	S28°30'23"W	86.32'
C18	269°43'29"	60.00'	282.45'	N31°26'09"E	85.06'

State Route 33

ODOT Plan: UNI-33-20.23 FRA-33-0.00



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. 39159C0388D, and 39159C0390D with an effective date of 12/16/2008, in Union County, Ohio. No field surveying was performed to determine this zone.

Note B - Reserves B and D previously dedicated in the plat for Woodbine Village Section 1, Phase 1 as recorded in Plat Cabinet 5, Pages 301 A&B, and as modified hereon, are owned and maintained by The Woodbine Homeowners Association, Inc., Reserve D shall be maintained for the purpose of stormwater management by Union County Soil and Water Conservation District as part of the Union County Ditch Maintenance Program.

Note C: Existing easements and right-of-ways within the platted area shown hereon recorded as a part of Woodbine Village Section 1, Phase 2 are hereby vacated as a part of this plat.

Note D: Reserve F shall be owned and maintained by The Woodbine Homeowners Association, Inc.

Note E: An access easement is hereby reserved in and over the area designated on Lot 50. The Access Easement is hereby dedicated to the Woodbine Home Owner's Association, Inc. for access purposes to maintain Reserve "B". No building, fence, vegetation or other above grade obstructions shall be permitted in the area over which the access easement is hereby reserved.

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

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.

PERMANENT MARKERS SET, where indicated, are 1" diameter solid iron rods, 30" long, set with the top end flush with the surface of the ground, capped with an aluminum cap stamped ADVANCED.

EASEMENT NOTES:
Easements are hereby reserved in, over and under areas designated on this plat as "Easement". Designated easements permit the construction, operation and maintenance of private utilities above, beneath and on the surface of the ground and, where necessary. No building shall be constructed in any area over which easements are hereby reserved.

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.

Sanitary Sewer Easements are hereby reserved in, over and under areas designated on this plat as "Sanitary Sewer Easement". Designated easements permit the construction, operation and maintenance of public sanitary sewers. No building shall be constructed in any area over which sanitary sewer easements are hereby reserved.

○ = Iron Pin Set
◎ = Permanent Marker Set
⊠ = PK Nail Set
◙ = PK Nail Found
● = Iron Rod Found
✪ = Iron Pipe Found
Ⓜ = Mon. Box Found
Ⓜ = Mon. Found

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 80'
DATE: December 18, 2014
SHEET 2 / 2

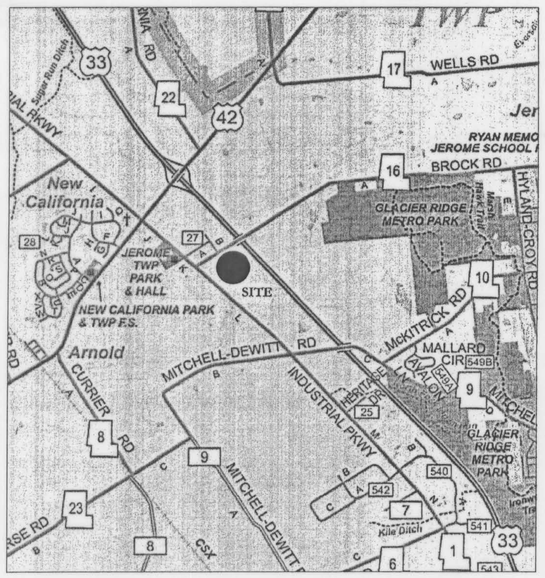
O:\11-0001-431\dwg\phase2\Rev1\0001-431p1_Sec 1 PH 2.dwg Layout2 Dec 18, 2014 - 1:10:01pm sbeattie

390152

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2012 AUG 31 AM 10: 21
$ 86.40

Final Plat
Woodbine Village Section 1 Phase 1

Township of Jerome, Union County, Ohio, Survey No. 5134 of the Virginia Military District



LOCATION MAP
1"=2500'

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.

PERMANENT MARKERS SET, where indicated, are 1" diameter solid iron rods, 30" long, set with the top end flush with the surface of the ground, capped with an aluminum cap stamped ADVANCED.

○ = Iron Pin Set
◎ = 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. 5134 of the Virginia Military District, Township of Jerome, Union County, Ohio. The tract has an area of 4.406 acres in streets, 8.583 acres in reserves and 10.564 acres in lots, making a total of 23.553 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 Woodbine Village Section 1 Phase 1 as surveyed in August 2011.

By _____
Professional Surveyor

STATE OF OHIO
DOUGLAS R. HOCK
S-7661
REGISTERED
PROFESSIONAL SURVEYOR

Situated in the State of Ohio, County of Union, Township of Jerome, Survey No. 5134 of the Virginia Military District, containing 23.553 acres of land, more or less, said 23.553 acres being part the 41.838 acre tract of land deeded to WC Jerome, LLC, an Ohio limited liability company in Official Record 945, Page 941, being of record in the Recorder's Office, Union County, Ohio.

The undersigned, WC Jerome, LLC, an Ohio limited liability company, by Jeffrey Woda, Principal/President of General Partner, owner of the lands platted herein, duly authorized in the premises, has authorized the platting thereof and does hereby certify that this plat correctly represents its WOODBINE VILLAGE SECTION 1 PHASE 1, a subdivision containing Lots Numbered 1 to 16, inclusive, and 35 to 49, inclusive, and Reserves A to F, inclusive, does hereby accept this plat of the same and dedicates to public use forever, as such, all or parts of Brock Road, Woodbine Way, Wintercreeper Court, Wintersweet Lane and Youpon Drive shown hereon and not heretofore dedicated.

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.

In Witness, Whereof, Jeffrey Woda, Principal/President of General Partner of WC Jerome, LLC, an Ohio limited liability company, has hereunto set their hand this 30th day of July, 2012.

WC Jerome, LLC
an Ohio limited liability company

By _____
Jeffrey Woda,
Principal/President
of General Partner

STATE OF OHIO Franklin
COUNTY OF ~~UNION~~ ss:

Before me, a Notary Public in and for said State, personally appeared Jeffrey Woda, Principal/President of General Partner of WC Jerome, LLC, an Ohio limited liability company, 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 WC Jerome, LLC, an Ohio limited liability company, for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this 30th day of July, 2012.

My Commission expires 3-21-2015

Joyce C. Alley-Plott
Notary Public, State of Ohio

JOYCE C. ALLEY-PLOTT
Notary Public, State of Ohio
My Comm. Expires 3-21-2015

Parent Parcel No. and Acreage:

17-0022013.000: 23.553 Ac.

Parent Map No.:

135-00-00-011.000

Development Data:

Site Zoning District: PUD

Phase 1 Lots: 31 Lots
Future Lots: 46 Lots

Open Space Area Required: 8.52 Acres
Open Space Area Provided: 8.583 Acres

Min. Lot Size: 11,700 S.F.
Min Lot Width (At Building Setback): 90'
Min. Lot Depth: 130'

Front Setback (Brock Road): 55'
Front Setback (Woodbine Way): 35'
Front Setback (All Other Streets): 25'

Side Setback: 10'

Rear Setback: 25'

Reviewed this 8th **day of** August, **2012.**

Chairman, Jerome Township Trustees

Approved this 22 **day of** August, **2012.**

Union County Engineer

Approved this 21st **day of** August, **2012.**

Union County Health Department

Approved this 3rd **day of** August, **2012.**

Logan-Union-Champaign
Regional Planning Commission

Approved and accepted this 23RD **day of** AUGUST **2012, wherein all of the ~~Roads, Drives and Streets~~, shown dedicated hereon, are accepted, as such.**
RIGHT OF WAYS AND EASEMENTS

Union County Commissioner

Union County Commissioner

Union County Commissioner

Transferred this 31st **day of** August, **2012.**

Auditor, Union County, Ohio

Filed for record this 31st **day of** August, **2012 at** 10:21A **.M.**

Recorded this 31st **day of** August, **2012.**

Plat Cabinet 5, **page ~~Slides~~** 301 A,B

Recorder, Union County, Ohio

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 80'
DATE: July 9, 2012

SHEET 1 / 2

0:\11-0001-431\d=s\0001-431p1_REV.dwg Layout1 Jul 10, 2012 - 12:24:27pm jwhitcore

Final Plat
Woodbine Village
Section 1 Phase 1

Township of Jerome, Union County, Ohio,
Survey No. 5134 of the Virginia Military District

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. 39159C0388D, with an effective date of 12/16/2008, in Union County, Ohio. No field surveying was performed to determine this zone.

Note B - Reserves A, B, C, D and E as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Woodbine Village Subdivision for the purpose of open space maintenance. Additionally, Reserve D shall be maintained for the purpose of stormwater management by Union County Soil and Water Conservation District as part of the Union County Ditch Maintenance Program.

Note C - Reserve F as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Woodbine Village Subdivision. In the future Reserve F may be sold to become a portion of future development. Reserve F is not included in the Open Space area for the development.

Note D: Common Access Drive (CAD) - Ingress/Egress and Utility Easement for lots 2 thru 5. The County and Township accept no responsibility for maintenance, either initially or at any time in the future. The access drive shall be maintained an association comprised of the owners of the fee simple titles to the lots in the Woodbine Village Subdivision.

Note E: Common Access Drive (CAD) - Ingress/Egress and Utility Easement for lots 6, 7 and 8. The County and Township accept no responsibility for maintenance, either initially or at any time in the future. The access drive shall be maintained by an association comprised of the owners of the fee simple titles to the lots in the Woodbine Village Subdivision

CURVE TABLE					
No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	400.00'	16°50'23"	117.56'	117.14'	S40°36'27"E
C2	35.00'	90°00'00"	54.98'	49.50'	S12°48'44"W
C3	35.00'	90°00'00"	54.98'	49.50'	N77°11'16"W
C4	25.00'	90°00'00"	39.27'	35.36'	N12°48'44"E
C5	25.00'	88°10'25"	38.47'	34.79'	N78°06'03"W
C6	370.00'	16°50'23"	108.75'	108.36'	S40°36'27"E
C7	430.00'	15°00'49"	112.68'	112.35'	S41°31'15"E
C8	25.00'	84°55'12"	37.05'	33.75'	N88°30'45"E
C9	25.00'	95°04'48"	41.49'	36.89'	S01°29'15"E
C10	25.00'	90°00'00"	39.27'	35.36'	N04°01'39"W
C11	25.00'	90°00'00"	39.27'	35.36'	S85°58'21"W

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

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.

PERMANENT MARKERS SET, where indicated, are 1" diameter solid iron rods, 30" long, set with the top end flush with the surface of the ground, capped with an aluminum cap stamped ADVANCED.

○ = Iron Pin Set
◎ = Permanent Marker Set
⊠ = PK Nail Set
⊗ = PK Nail Found
● = Iron Rod Found
⊙ = Iron Pipe Found
[M] = Mon. Box Found
⟨M⟩ = Mon. Found
XXXX = Lot Address

Brock Road: CR 16
Briarwood Dr
Kimberly Woods Subdivision P.B. 3, Pg. 382
Susan Cashman 9 Ac. & 2.464 Ac.
Reserve A 0.377 Ac.
Reserve B 1.445 Ac.
Woodbine Way (60')
Wintercreeper Court (60')
Wintersweet Lane (60')
Youpon Drive (60')
Reserve E 2.539 Ac.
Reserve C 0.064 Ac.
Reserve D 4.115 Ac.
Reserve F 0.063 Ac.
WC Jerome, LLC O.R. 945, Pg. 941 41.838 Ac.
State Route 33 ODOT Plan: UNI-33-20.23 FRA-33-0.00
Industrial Parkway: CR 1 ODOT Plan: S.H.(IOH)48 SEC. C
Cynthia D. Johnson O.R. 424, Pg. 194 1.652 Ac.
Daniel F. Nicholson & Kathryn Nicholson D.V. 320, Pg. 22 1.652 Ac.
Benchmark Holdings, LLC O.R. 143, Pg. 175 5.00 Ac.
Steven D. Waugh & Karen L. Waugh O.R. 24, Pg. 449 5.00 Ac.
Clover Development & Contruction, Inc. D.V. 308, Pg. 378 10 Ac.
Robert Jack McCabe, Tr. O.R. 708, Pg. 86 0.533 Ac.
Meg Michael O.R. 708, Pg. 88 9.000 Ac.

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SCALE: 1" = 80'
DATE: July 9, 2012
SHEET 2 / 2

plats page 301

C:\Users\cnickell\Desktop\0001-431fp1_REV.dwg Layout2 Aug 10, 2012 - 3:23:44pm cnickell

DEED OF PROTECTIVE COVENANTS
ESTABLISHING RESTRICTIONS, RESERVATIONS,
CONDITIONS, COVENANTS, EASEMENTS,
ASSESSMENTS, AGREEMENTS, OBLIGATIONS,
RIGHTS, USES AND PROVISIONS

WC JEROME, LLC, a limited liability company organized under the laws of the State of Ohio and with an office and place of business located at 229 Huber Village Blvd., Westerville, Ohio 43081 (hereafter sometimes referred to as "Grantor"), in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations to it paid by **BRUCE H. BURKHOLDER, TRUSTEE,** of the County of Delaware and State of Ohio (hereafter sometimes referred to as "Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, Bruce H. Burkholder, Trustee, his successors and assigns forever, the following REAL ESTATE, consisting of approximately 41.838 acres, more or less, situated in the County of Union, State of Ohio and in Jerome Township, and bounded and described as set forth on Exhibit "A" attached hereto and made a part hereof. The above referenced real estate is sometimes hereafter referred to as the "Real Property", and sometimes herein called "Woodbine".

LAST TRANSFER: Instrument Number _____ Union Recorder's Office, Union County, Ohio
PARCEL NUMBER: _____

In pursuance of a general plan for the protection, benefit and mutual advantage of all the Real Property herein conveyed which the Grantor proposes to subdivide into residential lots, and of the Persons who are now or may hereafter become Owners of any of said parts thereof, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same subject to all and each of the following restrictions, reservations, conditions, covenants, easements, rights-of-way, charges, assessments, agreements, obligations, rights, uses and provisions, all hereafter sometimes referred to as "Protective Covenants", which are for the mutual benefit and protection of, and shall be enforceable by, the Grantor, the Association all and any of the present and future Owners of any of the Real Property; and the Grantee, for himself and his successors in title to the Real Property, covenants and agrees to keep and perform each of the said Protective Covenants as hereinafter set forth and hereby declares that the Real Property is and shall be held, transferred, sold, conveyed and occupied subject to said Protective Covenants.

These Protective Covenants shall run with the Real Property hereby conveyed and shall be binding upon the Grantee and his successors in title to the Real Property for a period of forty (40) years from the date hereof and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument properly executed and approved in accordance with the provisions of this Deed of Protective Covenants has been recorded in the Office of the Union County Recorder, Union County, Ohio, acting to change, modify, or terminate these Protective Covenants in whole or in part.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE ONE

DEFINITIONS

The following terms, as hereinbefore and hereinafter used in this Deed of Protective Covenants, shall have the following meanings unless the context otherwise requires:

Section 1. "Additional Property" means Section 2 of Woodbine, that being the property currently zoned to be part of Woodbine and located to the south of the Real Property..

Section 2. "Applicant" means an Owner of a Lot(s) or its Contractor that desires to construct or alter Improvements thereon and accordingly is required pursuant to the terms of these Protective Covenants to submit an application and certain other submittal data to the Design Review Committee for its review and approval prior to commencing construction of such Improvements.

Section 3. "Articles" and **"Articles of Incorporation"** means the Articles of Incorporation filed with the Office of the Secretary of State of the State of Ohio to create the Association as the same may be lawfully amended from time to time.

Section 4. "Assessments" means the periodic charges, both regular and special, levied on and collected from the Owners by the Association, pursuant to the authority granted herein.

Section 5. "Association" means the Woodbine Homeowners Association, Inc., a not-for-profit corporation formed by the Developer and organized under the laws of the State of Ohio to enforce and administer the Protective Covenants (except to the extent the Developer has specifically reserved the right to enforce and administer the same, in which case the Association shall not be charged with such responsibility until such time as the Developer has assigned the responsibility for the same over to the Association), and to generally care for and maintain the Common Property.

Section 6. "Barrier" means planting, hedge, fence, wall, earth mound or combination thereof.

Section 7. "Board of Trustees" means those Persons who, as a group, administer the affairs of the Association and serve as its Board of Trustees, all in accordance with the Articles and the Code of Regulations.

Section 8. "Code of Regulations" means the Code of Regulations governing certain activities and procedures of the Association and its Board of Trustees as it may be lawfully amended from time to time.

Section 9. "Common Expenses" means all expenses incurred by the Association (or the Developer to the extent applicable) in owning, administering and maintaining the Common Property, providing certain maintenance and other services to the Owners as required by these Protective Covenants including but not limited to maintaining the Lift Station, and conducting its affairs and generally discharging the duties and obligations imposed upon it by these Protective Covenants or assumed by it pursuant to authorization granted by these Protective Covenants.

Section 10. "Common Property" means those portions of the Real Property and all Improvements thereon and appurtenances thereto, which are now or may hereafter be owned by the Association and intended for the collective benefit and use of the Owners of the Real Property. The Common Property

includes, without limitation those portions of the Real Property denoted as Common Property upon the Plat (or Plats), the Lift Station, and any roads, drives, storm sewer, water, electric gas or sanitary improvements to Woodbine which are not owned by a private/private utility company or dedicated to and accepted by a governmental authority for ownership and maintenance by such governing authority.

Section 11. "Contractor" means a home builder selected by the Owner to construct a House upon the Lot.

Section 12. "Design and Construction Documents" means all those documents and submittal data required to be submitted by an Applicant to the Design Review Committee as described more particularly herein.

Section 13. "Design Review Committee" means the entity responsible for conducting the Design Review Process and in certain limited instances, as specifically set forth herein for administering certain aspects of the Protective Covenants. Until assignment of such responsibilities in the manner provided in herein, members of the Design Review Committee shall be appointed by the Developer.

Section 14. "Design Review Process" means the procedure set forth herein for obtaining the approval of the Design Review Committee for the construction of Improvements on or within a Lot.

Section 15. "Design Standards" means all of those guidelines and standards prepared by the Developer and its representatives (as amended from time to time as set forth herein), and issued to the Design Review Committee describing and dictating the general considerations which must be undertaken by Owner or its Contractor in preparing and submitting an application for the construction of Improvements on or within any given Lot, which standards and guidelines will be generally followed by the Design Review Committee in reviewing and approving or disapproving any such application. The Design Standards generally describe and incorporate specific requirements relating to Lot maintenance, Landscaping, set back requirements, lot splits, general architecture, exterior materials, colors, window treatments, outdoor furnishings, driveways, walkways, lighting, etc. The same may be amended by the Developer or the Design Review Committee as set forth herein; provided, however, the same shall not be amended in such a manner so as to conflict with the terms and conditions of these Protective Covenants without complying with the requirements to amend this instrument. The Design Standards in place as of the date of recordation of this instrument are attached hereto and marked as Exhibit "B".

Section 16. "Developer" means **WC Jerome, LLC**, or any successors in interest to WC Jerome, LLC that acquire title to substantially all of the Vacant Lots owned by the Developer.

Section 17. "Grantee" means Bruce H. Burkholder, Trustee, in his capacity as Trustee under this Deed of Protective Covenants.

Section 18. "Grantor" means **WC Jerome, LLC** and its successors and assigns.

Section 19. "House" means a roofed and walled Structure and all Improvements and extensions thereof which are an integral part of the Structure.

Section 20. "Improvement" or **"Improvements"** means Structures and construction of any kind, whether above or below the land surface, such as but not limited to Houses, driveways, sidewalks, retaining walls, water lines, sewers, all electrical and gas distribution facilities, walkways, walls, fences, hedges, plantings, Barriers, Landscaping, and any Structure of any type or kind.

Section 21. **"Landscaping"** means elements in the physical environment, including but not limited to plantings, grading, retaining walls, site features, and water features.

Section 22. **"Lift Station"** means the private force mains, the temporary pump station and all necessary appurtenances to connect to the existing sanitary sewer along Industrial Parkway in the vicinity of Woodbine.

Section 23. **"Lot"** means a subdivided residential building lot located within Woodbine.

Section 24. **"Marysville"** means the City of Marysville.

Section 25. **"Member"** means a Member of the Association as such term is used within the Articles and Code of Regulations.

Section 26. **"Owner"** or **"Owners"** means any Person that acquires fee simple title to a Lot.

Section 27. **"Person"** means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

Section 28. **"Plans"** means diagrams, outlines, or drawings reciting the specific descriptions of the various Improvements intended to be constructed upon a Lot or Lots including the specifications related to the same.

Section 29. **"Plat"** means the plat filed with the office of the Auditor of Union County, Ohio and the office of the Recorder of Union County, Ohio in each case for Woodbine Subdivision and any additional phases or Sections added to the same, if applicable, and as herein provided.

Section 30. **"Property Line"** or **"Property Lines"** means a line bounding the perimeter of a Lot.

Section 31. **"Proportionate Share"** means the amount of a fee, lien or Assessment applicable to a particular Lot as determined in accordance with these Protective Covenants. Unless otherwise provided to the contrary herein, the Proportionate Share shall generally be determined by total number of Lots that have been improved/developed within Woodbine.

Section 32. **"Protective Covenants"** means all of the restrictions, reservations, conditions, covenants, easements, Rights-of-Way, charges, Assessments, agreements, obligations, rights, uses, and provisions running with the Real Property pursuant to this certain Deed of Conveyance executed and filed for the purpose of generally establishing the plan for development at Woodbine.

Section 33. **"Real Property"** means approximately 41.838 acres of real property comprising all of the land located at Woodbine, the legal description of which is attached hereto and marked as Exhibit "A", together with any and all appurtenant easements and/or rights-of-way running therewith.

Section 34. **"Setback"** means distance as measured from a public right-of-way or Property Line.

Section 35. **"Structure"** or **"Structures"** means an Improvement constructed upon any portion of the Real Property, including a House but not including curbs, walkways, driveways, underground Improvements, or other items not actually rising above the level of the ground.

Section 36. "Township" means the Jerome Township, Ohio.

Section 37. "Township Officials" means all planning staff, township trustees, development and planning/zoning commissions, zoning and building code enforcements persons and the applicable Board of Zoning Appeals of the Township.

Section 38. "Vacant Lot" means any Lot for which no building permit has been issued.

Section 39. "Woodbine" means the Woodbine Subdivision as locate upon the Real Property described herein and the Improvements erected or to be erected thereon.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE TWO

GENERAL CHARACTER AND PURPOSES

The Real Property is subject to the within Protective Covenants to insure the proper use and most appropriate development of each Lot, as well as the maintenance and preservation of the Common Property. It is the intent of these Protective Covenants: (i) to insure that Woodbine will always be maintained as an attractive setting for single family homes with attractive and quality Improvements; (ii) to protect the Owners of the Real Property against improper and undesirable use of surrounding portions of the Real Property; (iii) to protect against depreciation in value of the Real Property; (iv) to guard against erection of Improvements built of improper or unsuitable materials or design; (v) to encourage the erection of attractive Improvements with appropriate locations; (vi) to prevent haphazard and inharmonious development of the Real Property; (vii) to provide for ingress and egress to the various Lots located in Woodbine; (viii) to assure all Owners to the highest degree possible a protected investment; (ix) to make living at Woodbine an enjoyable experience; (x) to encourage the most appropriate use of land; (xi) to provide adequate water, storm sewer, and sanitary sewer services to all Lots; (xii) to assure to the highest degree possible the safety, health and general welfare of all of the Owners; (xiii) to meet and obtain the goals and purposes as set forth in the Design Standards, Articles, and Code of Regulations; and (ix) to generally provide a quality development. This Article shall be used by the Developer, the Design Review Committee and the Association as a standard in judging performance and interpreting the provisions of these Protective Covenants and the Design Standards and in approving or disapproving Plans for the construction of Improvements upon a Lot.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE THREE

DESIGN REVIEW COMMITTEE

Section 1. Establishment of Design Review Committee. There is hereby established a Design Review Committee. The Design Review Committee is, and shall remain, the agent and committee of the Developer until such time as the Developer assigns over unto the Association the right to appoint members to the Design Review Committee, as more particularly set forth in this Article Three, Section Five below, at which time the Design Review Committee shall automatically become, and thereafter be, the agent and committee of the Association.

Section 2. Composition of Design Review Committee. The Design Review Committee shall be comprised of such Persons as the Developer shall initially determine and appoint (or as may thereafter be appointed by the Developer or the Association in the manner set forth in this Article Three, Section Five below); provided, however, the Design Review Committee shall consist of not less than three members.

Section 3. Duties and Authority of Design Review Committee. The Design Review Committee shall have (and hereafter does have) the power and authority to generally review and approve (or disapprove) any applications for construction of Improvements on or within any Lot; provided, however, the Design Review Committee shall, in exercising such power and authority, follow and generally comply with the terms and conditions of these Protective Covenants, and the Design Standards. In this respect, the Design Review Committee shall have full power and authority to do any one or more of the following:

(A) Issue and promulgate By-Laws of the Design Review Committee defining and describing the procedures by which meetings of the Design Review Committee will be conducted, all in accordance with this Article Three, Section Four below;

(B) Conduct such meetings as the Design Review Committee shall see fit in the course of reviewing applications for construction of Improvements and the submittal data included therewith;

(C) Enter into, execute and carry out contracts with such architectural and landscape professionals as the members of the Design Review Committee shall deem appropriate to fulfill their responsibilities hereunder;

(D) Amend or modify the Design Standards in accordance with the provisions relating to the same as set forth within the Design Standards and these Protective Covenants;

(E) Generally conduct the review and approval process as set forth within Article Five of these Protective Covenants;

(F) Enforce the Design Standards and these Protective Covenants to the extent specifically authorized or set forth herein; and

(G) Do any and all other acts and things necessary or proper in the furtherance of these Protective Covenants and the Design Standards.

Section 4. Governance of Design Review Committee. The Design Review Committee shall be governed by By-Laws adopted by the Design Review Committee, and approved by the Developer, which By-Laws shall generally set forth the procedures for conducting meetings of the Design Review Committee, and otherwise the procedures for conducting the Design Review Process as more particularly set forth in Article Five herein.

Section 5. Appointment of Members to Design Review Committee. Initially, the Developer shall appoint all of the members of the Design Review Committee, and shall thereafter continue to appoint (or reappoint) all of the members of the Design Review Committee until such time as the number of Vacant Lots owned by the Developer constitutes less than five percent (5%) of all the Lots located within Woodbine including any Additional Property hereafter added to Woodbine pursuant to the application of Article Thirteen (13) herein. At such time as the Developer first owns less than five percent (5%) of all the Lots located within Woodbine, including any Additional Property hereafter added to Woodbine pursuant to the application of Article Thirteen (13) herein, the Developer shall execute a so-called "turnover" document and, the Association shall conduct a Special Meeting and shall appoint (or reappoint) all of the members of the Design Review Committee, and as set forth within Section One above of this Article Three. The Design Review Committee shall, automatically upon the occurrence of such event, cease to be the agent and committee of the Developer, and thereafter immediately and automatically become the agent and committee of the Association.

Section 6. Release of Liability of Design Review Committee for Failure of Plans to Meet Applicable Building or Zoning Code Requirements or Otherwise. Approval of submissions by the Design Review Committee is not intended and does not create any warranty (express or implied) by the Design Review Committee, Developer, or the Association that the various submissions, including Plans are in any way satisfactory for the substantial completion of construction of the intended Improvements, nor does the same in any way assure that such Plans comply with the applicable Township and/or State codes, or will result in the Applicant receiving the required approvals of Township Officials. Specifically, neither the Design Review Committee nor the Developer or the Association shall have any liability for defects in the construction of Improvements arising as a result of the use of the approved submissions, including the approved Plans, nor shall the Design Review Committee, Developer, or Association have any liability for the failure of the Applicant to obtain all of the required approval of the Township Officials. In this respect, by submitting an application, the Applicant, including the applicable Owner agrees to the same, and by such submission do waive any claims against the Design Review Committee, Developer, or the Association as the same may arise or result from their respective review and/or approval of submissions, Plans, or other submittal data. It is the intent of this paragraph to firmly establish the responsibility of the Applicant to undertake full responsibility for the adequate preparation of submittal data, including Plans, and to obtain all required approval of Township Officials and to meet all applicable Township and/or State code requirements.

Section 7. General Release of Liability of Design Review Committee. The Design Review Committee, Developer, and/or Association shall not be liable in damages or otherwise to anyone submitting an application for approval or to any Owner of a Lot by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such application, provided the Design Review Committee, Developer and/or Association, as applicable, acted in good faith in taking any such action (or failing to so act). In this respect, every Person who submits an application to the Design Review Committee for approval agrees, by submission of such application, and every Owner of any Lot agrees, by acquiring title or interest therein or thereto, that such Person (including but not limited to any Owner) will not bring any action or suit against the Design Review Committee, Developer, and/or Association relating to the same, and hereby waive and release the Design Review Committee,

Developer, and/or Association from any liability arising from mistakes in judgment, negligence, or non-feasance, provided the Design Review Committee, Developer and/or Association, as applicable, acted in good faith in taking the actions (or failing to act) giving rise to such claims.

Section 8. Indemnification of Design Review Committee. At such point in time when the Design Review Committee becomes the agent and committee of the Association as more particularly described in Section One and Section Five above of this Article Three, then the Association shall thereafter indemnify and hold harmless the Design Review Committee, and its members, from any claims, actions, suits, or damages instituted or threatened against the Design Review Committee, or to which the Design Review Committee may be a party arising out of actions or inactions of the Design Review Committee or its members in their capacity as such, whether such claims, suits, actions or proceedings are brought by on behalf of third parties or by or on behalf of Owners, except to the extent the same are the result of the gross negligence or intentional wrongdoing of the Design Review Committee or its members. In the event of any of the situations described above, and not by way of limitation, the Design Review Committee shall be entitled to periodic advances from the Association to pay attorney fees and other expenses as they are incurred.

Section 9. Expenses of Design Review Committee. The actual out-of-pocket expenses incurred by the Design Review Committee in reviewing an application and meeting and discussing the same with the Applicants shall be an expense of the Applicant. In this respect, the Design Review Committee is authorized to charge the Applicants an application fee upon submission of an application for approval. The application fee shall be used to pay the out-of-pocket costs of the Design Review Committee. In the event the fees described above exceed the application fee, the Applicant will be required to pay and satisfy the overage.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE FOUR

DESIGN STANDARDS

Section 1. Establishment of Design Standards. In order to supplement and further define various of the elements of these Protective Covenants, the Developer has issued a set of Design Standards. The Design Standards are intended to further describe the specific procedures and elements recited within these Protective Covenants. In this respect, to the extent there exists or arises a conflict between these Protective Covenants and the Design Standards, the terms and conditions of these Protective Covenants shall be superior and shall be binding over the terms and conditions of the Design Standards.

Section 2. Purpose of Design Standards. The purpose of the Design Standards is to set forth and explain certain particular standards and procedures pertaining to the development of the Improvements within Woodbine. The intention of the Design Standards is to create well designed Houses, and consistent architecture with compatible use of colors and building materials, and to provide a codification of the procedures relating to the Design Review Process as described in Article V herein. All Houses constructed within Woodbine shall conform to the Design Standards which were applicable at the time such construction was initiated.

Section 3. Amendment to Design Standards. The Design Review Committee may from time to time amend, change or modify the Design Standards provided such Design Standards shall be in conformity with the spirit and intent of these Protective Covenants, and further provided the Design Review Committee shall not amend, change, or modify the same without the written consent of Developer, which consent the Developer may withhold in its sole and absolute discretion; provided, however, at such time as Developer has assigned over unto the Association its right to appoint members to the Design Review Committee as described in Section One and Section Five of Article Three herein, then the consent referred to above shall be similarly (and automatically) assigned over to the Association.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE FIVE

DESIGN REVIEW PROCESS

Section 1. General Procedures. Except as provided in the next following sentence, no Improvement of any kind shall be installed, erected, placed, assembled, altered or permitted to remain on any Lot until and unless its proposed use and the Plans for construction of the same showing the nature, shape, size, color, architectural design, material, location and Landscaping, paving plans, and storm drainage have been first approved in writing by the Design Review Committee. After the substantial completion of a House and associated Improvements upon a Lot, and provided the same complies in all respects with these Protective Covenants and the Design Standards, then any subsequent improvement, alteration, or modification of the elements of such House located entirely within the confines of such House and not otherwise visible from the exterior of such House, shall not require the further review or approval of the Design Review Committee. Relative to the review and approval of the Design Review Committee, the Design Standards shall provide the specific procedures by which an Owner submits an application for the construction of such Improvements, and by which the Design Review Committee reviews and approves or disapproves the same. However, generally the application shall contain a statement of use, which statement on use shall include all uses to which the Owner will put the Improvements. The Plans shall include, without limitation, plot plans showing proposed land contouring or grades, Houses, paved areas, Landscaping including planting area and elevations. The specifications shall describe types of construction and materials to be used. Approval or disapproval shall be based, among other things, on conformity and harmony of the Plans within the Design Standards, these Protective Covenants, and conformity of the same to the general character of Woodbine as described in Article Two hereof. Except as specifically provided herein to the contrary, no application for a House permit or filing of Plans shall be made without receiving such approval, as provided herein.

Section 2. Pre-Planning Conference. Upon execution of a purchase agreement for a Lot or sooner where advisable, a conference with the Owner and/or the Owner's Contractor (as applicable), and a representative of the Design Review Committee shall be arranged by the Applicant. This meeting shall occur before detailed planning begins in order to develop an early understanding of the requirements, limitations, and procedures set forth within the Design Standards and these Protective Covenants.

Section 3. Submission of Plans. The exact procedures for the submission of Plans and other submittal data shall be as dictated by the Design Standards. However, generally, Plans for any Improvements to be erected upon a Lot shall be prepared under the supervision of an architect registered to practice architecture in the State of Ohio, and shall bear the seal and signature of such architect. Further, each Owner must check to insure that all Design and Construction Documents will be in compliance with Township codes, zoning, and other governing authorities having jurisdiction over the Lot. In the event a conflict between the Design Standards, Protective Covenants, and any governing authority shall exist, the stricter or more onerous standard shall apply. The Design and Construction Documents as described above shall illustrate the scale and relationship of the Improvements and its components. These documents shall fix and describe the size, shape, and character of the Improvements, and the type of construction, materials, mechanical systems, and other such essentials to be used relative to the Improvements. These documents shall generally include the site plan, floor plans, elevations, specifications (preliminary), Landscaping plans, and other documents necessary to explain the character of the Improvements.

Section 4. Approval or Disapproval of Plans. The Design Review Committee will review any submissions which have been properly submitted to the Design Review Committee. The exact procedures

for the review and approval (or disapproval) by the Design Review Committee shall be governed by the Design Standards and By-Laws of the Design Review Committee.

Section 5. Failure of Design Review Committee to Act. Failure to approve or disapprove any submission or resubmission within thirty (30) days from the date on which submission or resubmission was received by the Design Review Committee shall constitute approval of the same unless the same is the result of a clerical or ministerial error of the Design Review Committee, and the Design Review Committee thereafter notifies the Applicant of its approval or disapproval promptly after discovery of such clerical or ministerial error.

Notwithstanding anything to the contrary contained herein, after the expiration of one year from the date of issuance of the first Certificate of Occupancy allowing and permitting an Owner to occupy the House; said Improvements shall, in favor of future purchasers and mortgagees in good faith and for value, be deemed to be in compliance with all provisions of these Protective Covenants relating to the approval of Plans, unless actual notice of such noncompliance executed by the authorized representative of the Design Review Committee, the Developer and/or the Association, shall appear of record in the Office of the Union County Recorder, Union County, Ohio, (which instrument must name the fee simple owner of the real property in question so as to assure the same appears in the "chain of title") or unless legal proceedings have been instituted to enforce compliance with these Protective Covenants or the Design Standards in a court of competent jurisdiction located in Union County, Ohio.

Section 6. Special Procedures and Exceptions. By this Section, the Design Review Committee is granted the power and authority to issue special procedures for handling particularly unusual situations and/or circumstances, including the construction of Improvements on an accelerated basis requiring expedited review and approval of documentation, including but not limited to the review and approval of preliminary documentations, contemporaneously with the initiation of construction on a Lot or application for a building permit. In this respect, the methods and procedures for establishing such exceptions, including the granting of the same over unto any Applicant shall lie within the sole and absolute discretion of the Design Review Committee, subject only to the written approval of the Developer (or Association, as applicable), and the failure or refusal of the Design Review Committee to initiate or apply any such special procedures or exceptions as to any Applicant shall not give rise to claims and/or liabilities on behalf of the Applicant and/or any Owner. In this respect, by submitting an application, the Applicant, including the applicable Owner agree to, and by submission thereof, do waive any claims against the Design Review Committee, Developer, or the Association, as the same may arise or result in their respective refusal to undertake any of the special procedures or exceptions set forth within this Section as to any such Applicant.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE SIX

RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Uses. All Lots are to be used for single family residential homes and accessory uses including so-called *home based business* which shall be housed entirely within the House as constructed upon the Lot, and shall not create undue traffic or parking issues (including excessive use of on street parking). Any other use must receive prior written approval from the Design Review Committee and shall not be contrary to any restrictions set forth in these Protective Covenants or violate any federal, state, county or Township regulations, including but not limited to applicable zoning regulations.

Section 2. Pollution, Noise And Nuisances. No use shall be permitted or maintained on any portion of the Real Property herein conveyed which may cause, produce or contribute to any of the following:

(A) Except with respect to traffic which transgresses the roads as constructed with the Real Property, noise that, because of excessive or unusual volume, duration, intermittence, beat, frequency or shrillness, is objectionable to Owners of any Lot upon which a House has been constructed;

(B) Noxious, toxic or corrosive fumes or gases, or excessive smoke, dirt or dust emission;

(C) The attraction of flies, bugs or insects;

(D) Noxious odors, glare, vibration, radiation, or liquid wastes.

Section 3. Driveways. All driveways shall be constructed pursuant to applicable Township code.

Section 4. Fences, Walls, and Barriers. No fence, wall, hedge, Barrier, or mass planting shall be erected, installed or permitted to remain on a Lot without the prior written approval of the Design Review Committee.

Section 5. Excavation And Oil Drilling. No excavation shall be made on, and no sand, gravel or soil shall be removed from the Real Property or any portion thereof except in connection with construction and Improvements. Upon the completion of construction and Improvements, exposed openings shall be back-filled and compacted, and the disturbed ground shall be graded, leveled and paved or landscaped in accordance with the provisions hereof.

Section 6. Outside Storage And Equipment. No materials, supplies, equipment or products shall be stored or permitted to remain on any portion of a Lot outside a permanent Structure without the prior written approval of the Design Review Committee. Outside storage shall be permitted only where such storage is approved by the Design Review Committee. The provisions hereof shall apply also to the bulk storage of all liquids, including fuel oil and petroleum products, and air-conditioning equipment. This provision shall not be applicable to the materials, equipment and supplies stored in relation to and as a part of the construction of the permanent Structures upon each parcel, which materials, equipment and supplies shall be removed immediately upon completion of construction.

Section 7. Waste And Refuse. All waste materials or refuse, combustible and non-combustible, shall be stored and maintained in closed containers, and in accordance with any restrictions promulgated by the Design Review Committee.

Section 8. Clearing, Drainage and Grading. Materials resulting from clearing, grubbing and demolition operations, and all other debris, shall be promptly removed from the Lot.

Section 9. Permanent Signage, Except for family names shown on mail boxes or entry features, no permanent signs shall be displayed upon any Lot without the express approval of the Design Review Committee,

Section 10. Temporary Signage. Temporary signs for sale or leasing of a House or a Lot, or for denoting the name of the Architect, Engineers, and/or Contractor will be allowed to identify Improvements under construction or alteration. Only one temporary sign shall be allowed per Lot, and no other temporary signage shall be allowed without the approval of the Design Review Committee. All temporary signs shall be removed from the Lot within seven days after sale, leasing or substantial completion of construction of the Improvements. Temporary signage shall conform to the following standard, and must be submitted to the Design Review Committee for review and approval prior to installation.

Section 11. Lawn Maintenance. All Lots regardless of size upon which Houses have been constructed shall be seeded or sodded and maintained to the curb line by Owner. Turf grass should be mowed in order to maintain a height less than four inches (4"), and weed and insect control in turf areas shall be required where necessary.

All plant material is to be kept in an attractive condition through pruning or other means. All plant beds shall be mulched and weeded. Leaf and debris shall be the responsibility of the Owner.

Section 12. General Maintenance. All Improvements shall be maintained in good condition. Each Owner including the Developer herein as to the premises retained by it, shall carefully maintain their respective property, including but not limited to the mowing of grass regularly, and shall carefully maintain all Houses and Improvements thereon, of whatever nature, in a safe, clean and wholesome manner and in first-class condition and repair at all times. By way of example and not by way of limitation, all exterior painted surfaces shall be maintained in first-class condition.

Section 13. Right To Resubdivide. Each Lot is considered as a single unit; and it shall not be resubdivided.

Section 14. Temporary Facilities. Temporary storage sheds, trailers, portapotties/restrooms, barricades, fences and the like, will be permitted as are necessary during the construction period of the Improvements. Such facilities shall be placed upon the Lot as inconspicuously as possible so as not to be an inconvenience or eyesore to the other Owners. The location of all temporary facilities shall be subject to the approval of the Design Review Committee.

Temporary facilities shall be removed promptly as each becomes no longer required and the area which each facility occupied completely cleaned of all debris, dressed and shaped neatly and temporarily grassed as required to stabilize the soil. No temporary facilities shall remain for more than fourteen (14) days

after the date of substantial completion of construction of the Improvements for which they were used unless written permission is granted by the Design Review Committee.

Section 15. Storage of Vehicles/Temporary Structures. No boats, trailers, campers, buses, trucks, or other large or unusual vehicles shall be parked or stored on any portion of a Lot for more than seventy-two (72) hours, except during the course of the construction of the Improvements. No Structure of a temporary character, trailer, storage building, storage shed, tent, shack, garage, barn, or other outbuilding shall be permitted upon any portion of the Real Property, except during the course of construction of the Improvements as more particularly set forth in this Article or as specifically permitted by the Design Review Committee.

Section 16. Limitation on Water Discharge. 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.

Section 17. Prohibited Matters Related to Easements. No permanent structures, plantings, etc. shall be permitted in easement areas without the approval of the Design Review Committee and applicable governing authorities.

Section 18. No Modifications to Grading and Storm Water Detention. Grading of the storm water detention areas shall not be changed without the approval of the Design Review Committee and applicable governing authorities.

Section 19. Ditch Maintenance Charges. Each Owner by acceptance of a deed conveying to such Owner a Lot agrees to assume any and all ditch maintenance charges which are established by the Union County Commissioners for Woodbine.

Section 20. Required Permits. No construction may begin or building started without the Owner or Contractor obtaining zoning, building, water and sewer tap permits. Zoning permits are obtained from the Township Zoning Inspector. Building permits are obtained from the Union County Building Regulation Department. Water and sewer tap permits are obtained from the applicable service provider.

Section 21. Sanitary Sewer Charges. Each Owner by acceptance of a deed conveying to such Owner a Lot agrees to assume any and all sanitary sewer and water service charges which are established by the applicable service provider.

Section 22. Code Requirements. All Improvements constructed within Woodbine shall meet the requirements of the Township, Union County, and other applicable code authorities.

Section 23. Downspouts Drains. Downspout drains shall not be connected directly to the roadway underdrains.

Section 24. County Maintenance of Water Detention Basin. The rear yards of Lots 42, 43, 57, 58 and 59 abut an existing storm water detention basin. The Owners of such Lots expressly grant to the County an easement to permit the mowing of the basin as part of the annual County ditch maintenance assessment. As of the date of filing of this instrument the mowing will occurs approximately 2 times per year to keep the basin functional. Owners or the Association may mow the basin more frequently at their own expense.

Section 25. Parking. Union County may restrict or eliminate on-street parking along the side of the pavement within Woodbine Way where indicated by the "No Parking" designation hereon. The Owners of the Lots hereby waive any and all objections to said parking restriction or elimination.

Section 26. FEMA Zone. At the time of platting of Woodbine, all of the subdivision is in Zone X (areas determined to be out of the 500-year floodplain) as said zone is designated and delineated on the FEMA Flood Insurance Rate Map for Union County, Ohio and unincorporated areas, map numbers _____ with effective date of _____.

Section 27. Minimum Setbacks. Zoning regulations for Woodbine in effect at the time of the filing of the Plat for Section 1 of Woodbine specify the following dimensions for the minimum front, side and rear yard setbacks for each lot:

Front	__ feet
Side	__ feet one side, __ feet total
Rear	__ feet

Said zoning regulations and any amendments thereto passed subsequent to acceptance of the Plat, should be reviewed to determine the then current requirements. This notice is solely for the purpose of notifying the public of the existence, at the time of platting, of certain zoning regulations applicable to this property. This notice shall not be interpreted as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, and is for information purposes only.

Section 28. Utility Providers. Prospective Owners of the Lots in Woodbine are hereby notified that, at the time of the filing of the Plat for Woodbine Section 1, utility service to Woodbine for electric power is provided by _____, telephone service is provided by _____, and natural gas is provided by _____.

Section 29. School District. At the time of platting, all of the subdivision is in the Dublin City School district.

Section 30. Reserves. Reserves as designated and delineated on the Plat shall be owned by the Association, and maintained by Association.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE SEVEN

RESERVATION OF EASEMENTS

Section 1. Reservation Of Easements for Utilities. The Developer specifically reserves a non-exclusive easement over, under and across any ground lying between the public Right-of-Way line of Brock Road and a line parallel to the public Right-of-Way line of Brock Road within the Real Property and as shown on the Plat for the following purposes:

(A) For the construction, operation and maintenance of underground electric, telephone, water, cable television or internet connection, gas or sewer, pipes, conduits, lines or systems to serve the subject property or other portions of the Real Property (including any required above ground appurtenances); and/or

(B) To enable any other public utility to serve the subject property or other portions of the Real Property; and/or

(C) For purposes of ingress and egress to service and maintain such utilities.

Should any public utility company, governmental body or Person require such an executed easement by any Owner in addition to that executed by Developer, then such Owner does hereby covenant and agree, by the acceptance of a deed, lease or sublease, and for itself, himself, herself, themselves, and their respective heirs, successors and assigns, individually and jointly, to execute the same upon the request of Developer herein.

In the event Developer grants to a utility the right to locate its transmission lines or mains or other facilities under any driveway, parking area, fence or walkway, such easement shall provide that the utility shall repair any damage to same occasioned by the installation, relocation, maintenance or repair of such facilities.

Section 2. Reservation Of Easement for Ingress and Egress. The Developer specifically reserves for the benefit of any Owner a non-exclusive easement over, under and across the Real Property for ingress and egress over, across and though the roadways until such time as the same have been dedicated to and accepted by a governing authority for pedestrian and vehicular traffic.

Section 3. Reservation of Storm Water Drainage Easement. The Developer specifically reserves a non-exclusive easement over, under and across the Real Property for the benefit of the Owners of the various Lots to use, maintain and enjoy the storm water drainage improvements installed by Developer upon the Real Property until such time as the same have been dedicated to and accepted by a governing authority.

Section 4. Reservation of Sanitary Sewer Easement. The Developer specifically reserves a non-exclusive easement over, under and across the Real Property for the benefit of the Owners of the various Lots to use, maintain and enjoy the sanitary sewer line as installed by the Developer until such time as the

same have been dedicated to and accepted by a governing authority and otherwise subject to tap in fees and use charges and fees normally and customarily associated with the same.

Section 5. Reservation of Water Line Easement. The Developer specifically reserves a non-exclusive easement over, under and across the Real Property for the benefit of the Owners of the various Lots to use, maintain and enjoy the water line as installed by the Developer, until such time as the same have been dedicated to and accepted by a governing authority and otherwise subject to tap in fees and use charges and fees normally and customarily associated with the same.

Section 6. Assignment of Easements. The Developer reserves the right to assign the easements reserved pursuant to this Article Seven over unto such Persons as the Developer shall determine; provided, however, at such time as the Developer assigns over unto the Association the right to appoint members to the Design Review Committee, then without the requirement of any further documentation, any easements reserved pursuant to this Article Seven and not heretofore assigned over unto any other Person, shall automatically be assigned over unto and vest in the Association.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE EIGHT

HOMEOWNERS ASSOCIATION

Section 1. Establishment of Association. The Developer has caused (or will cause) to be incorporated the Association. Every Owner is automatically a Member of the Association. The Association shall be governed by a Board of Trustees, which shall consist of not less than three members of the Board of Trustees who have been initially designated by the Developer, and thereafter elected or appointed in accordance with Section Five of this Article Eight.

Section 2. Voting Rights. Except as provided in Section Four of this Article Eight, in all elections for members of the Board of Trustees, voting shall be in accordance with the provisions of these Protective Covenants and the Code of Regulations, and in this respect, each Owner shall receive a number of votes equal to the total number Lots owned by the Owner. Joint, common, or other multiple ownership of a Lot shall not entitle the Owners of such property to more than the number of votes which would be authorized if such property were held under one name.

Section 3. Qualification. Except for those Persons appointed by Developer, in order to be a member of the Board of Trustees, the Person must be entitled to vote in the election of Board of Trustees. For the purposes of this Section, a Person shall be deemed as entitled to vote if the entity to which the Person is employed or affiliated is entitled to vote.

Section 4. Election of Members of the Board of Trustees. Initially, the Developer shall appoint all of the members of the Board of Trustees. Thereafter, the Developer shall continue to appoint (or reappoint) all of the members of the Board of Trustees until such time as the number of Vacant Lots owned by the Developer constitutes less than five percent (5%) of all the Lots located within Woodbine, including any additional property hereafter added to Woodbine pursuant to the application of Article Fifteen (15) herein. At such time as the number of Vacant Lots owned by Developer first becomes less than five percent (5%) of all the Lots located within Woodbine, including any additional property hereafter added to Woodbine pursuant to the application of Article Fifteen (15) herein, the Developer shall execute a so-called "turnover" document and, the Association call a Special Meeting and elect (and re-elect) all of the members of the Board of Trustees in accordance with the provisions of the Code of Regulations.

Section 5. Term Of Office. Prior to the date and time when the Developer assigns over unto the Association and its Members the right to elect and appoint members of the Board of Trustees as set forth in Section Four of this Article Eight, the term of office of the members of the Board of Trustees shall be for such time as determined by the Developer. Thereafter, the term of office for the members of the Board of Trustees shall be three years, and the terms shall be staggered to assure that only one Trustee is up for election each year unless the total number of members of the Board of Trustees increased over the initial number of three, in which case the maximum number of members of the Board of Trustees elected annually shall be increased in such a manner so as to give effect to the purpose of this Section.

Section 6. Powers And Duties of the Association. The Association shall have the following powers and duties, whenever in the exercise of its discretion it may deem them necessary or advisable, which powers and duties shall be exercised by and through the Board of Trustees:

(A) To enforce, either in the name of the Association, the Design Review Committee, or in the name of any Owner, any or all of the Protective Covenants herein, provided, however, that this right of enforcement shall not serve to prevent the assignment of those rights by the proper parties, including the Design Review Committee, wherever and whenever such right of assignment exists. Rights herein reserved exclusively to the Developer herein may be exercised by the Board of Trustees only with the prior written consent of the Developer. The expenses and costs of any such enforcement proceedings shall, however, be collected and lienable as herein provided or shall be paid out of the general funds of the Association as herein provided;

(B) To provide for the plowing and removal of snow from the roadways until such time as the same have been dedicated to and accepted by a governing authority, either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(C) To care for, spray, trim, protect and replant trees located upon any Common Property;

(D) To cut and remove weeds and grass from Vacant Lots and to pick up and remove therefrom loose material, trash and rubbish of all kinds and to do all things necessary or desirable in the judgment of the Board of Trustees to keep such Vacant Lots neat in appearance and in good order, either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(E) To provide such lights as the Board of Trustees may deem advisable upon the Common Property;

(F) To provide for the maintenance of the entrances and other ornamental features now existing or which may hereafter be erected or created either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(G) To exercise such control over easements as it may acquire from time to time either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(H) To exercise such control over streets as may be within its power and as it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(I) To repair, maintain, and reconstruct the Lift Station, storm water drainage improvements;

(J) To establish policies, procedures, and rules for the review and approval of Plans required by these Protective Covenants and to have the

right to provide for any Improvement or maintenance of Improvement which it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(K) To establish and amend and/or modify the Articles or the Code of Regulations;

(L) To elect officers of the Association as provided in Section Ten (10) of this Article Eight;

(M) To provide for the insurance as set forth in Section Eleven of this Article Eight; and/or

(N) To provide for a budget for the Common Expenses, and to estimate, assess, and collect the Assessments as described in Article Nine herein for the purposes of paying the Common Expenses, and to otherwise undertake such actions as are necessary to enforce all of the rights and remedies provided within Article Nine relating to such Assessments.

Section 7. Expenditures Limited To Assessments For Current Year. Except as provided below the Association shall at no time expend more money within one year than the total amount of annual and special Assessments to be collected for such year for such purposes as set forth in Article Nine herein, plus any surplus which it may have on hand from previous Assessments, nor shall the Association enter into any contracts whatsoever, which shall bind the Association and result in Assessments during any future year to pay for any such obligations; no such contract if entered into shall be valid or enforceable against the Association, it being the intention that the Assessments for each year shall be applied as far as is practicable towards the paying of the obligations of that year without affecting the Assessments of any future or subsequent years. Notwithstanding the aforementioned the Association may by unanimous vote of the Trustees borrow money to pay or satisfy necessary capital improvements and in that sense may obligate the Association to pay out more in one year (e.g. the principal amount of the loan) than the Association recievesn in revenue for that year from Assessments and Special Assessments.

Section 8. Association Notification. The Association shall from time to time notify its Members of the official address of the Association, the time and place of regular meetings of the Association, where payments are to be made to the Association, and where any other business in connection with the Association may be transacted. In case of any change of address of the Association, the Association shall notify all of the Members of such change of address, insofar as the Members' addresses are listed with the Association.

Section 9. Observation Of All Laws. The Association shall at all times observe all applicable Township, state, county, and federal laws. If at any time any of the provisions hereof pertaining to the Association shall be found to be in conflict with any of such applicable laws, then such parts of the provisions as are in conflict with such laws shall become null and void; but no other parts as are not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions herein set forth, subject, however, to the limitations on its right to contract as hereinabove provided.

Section 10. Election of Officers of the Association. The Board of Trustees shall annually elect officers of the Association. The officers shall include a president, secretary, and treasurer, and such vice-presidents of the Board of Trustees shall deem advisable. The procedures for election of the officers, and the duties of the officers, shall be as determined by the Board of Trustees and set forth within the Code of Regulations.

Section 11. Insurance. The Board of Trustees shall obtain, in such amounts as it deems advisable, insurance for the benefit of the Association (including members of the Board of Trustees, officers and employees of the Association) against liability for death, personal injury, or property damage arising or relating to the Common Property. The Board of Trustees shall further obtain insurance on such other Improvements which are part of the Common Property, if any, and those hazards ordinarily insured against in fire and extended coverage policies in Union County, Ohio, in an amount not less than the actual replacement cost of such Improvements (exclusive of the cost of foundations, footings, and excavation) as determined by the insurer at the time of issuance of the policy or policies. The amount of such insurance coverages shall be reviewed and redetermined annually. All proceeds payable by reason of an insured loss under the policy or policies shall be paid to the Association. Any such proceeds paid under fire and extended coverage hazard insurance policy or policies shall be utilized to pay the cost of repair or restoration of that part of the Common Property damaged or destroyed. The Board of Trustees may also, at its discretion, obtain fidelity bonds guaranteeing the performance and security of any Persons, handling, administering, or accounting for the funds of the Association. Further, the Board of Trustees may obtain officers' and trustees' liability insurance providing protection against errors and omissions committed by any member of the Board of Trustees or an officer of the Association. The cost of such insurance policies and fidelity bonds provided hereunder shall be a Common Expense of the Association.

Section 12. Indemnification. The Board of Trustees shall adopt such resolutions as are necessary and shall further provide within the Code of Regulations for the indemnification by the Association of the members of the Board of Trustees and the officers, agents, and employees of the Association. Such indemnification shall generally provide that so long as the members of the Board of Trustees, officers of the Association, and their agents and employees were acting in the course and scope of their employment and in good faith, that the same shall be held harmless from any claims, liabilities, damages, costs, or expenses arising as a result thereof.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE NINE

ASSESSMENTS

Section 1. Method Of Providing General Funds. For the purpose of providing general funds to enable the Association to perform the duties herein provided for, and to maintain the Common Property, all of the Lots herein conveyed shall be subject to an annual Assessment to be paid to the Association on the tenth day of January each year by the respective Owners thereof. The amount of such Assessment shall be fixed by the Board of Trustees from year to year, and shall be at such amount so as to assure that the aggregate of all of the Assessments paid by all of the Owners of all of the Lots is sufficient to meet the proposed operating budget prepared by the Board of Trustees, which operating budget shall set forth all of the costs and expenses reasonably anticipated by the Board of Trustees to be incurred by the Association during the next calendar year in performing the duties and obligations of the Association, including but not limited to maintaining the Common Property.

Section 2. Amount of Owner's Share of Any Assessments. All Lots shall be assessed in an equal amount.

Section 3. Special Assessments. The Board of Trustees shall, in accordance with this Article, have the power to levy special Assessments, in addition to the general Assessments as hereinbefore provided, for the unanticipated costs of maintenance and replacement of the Common Property, or in order to meet any unanticipated actual operating deficit of the Association. All special Assessments shall be due and payable not later than sixty (60) days from the date that they are levied.

Section 4. Notices. A written or printed notice, either deposited in the United States mail with proper prepaid postage thereon and addressed to the respective Owners at the last address listed with the Association or hand delivered to the respective Owners at such address, shall be deemed to be sufficient and proper notice for any purpose where notices are required under these Protective Covenants, except as otherwise provided herein.

Section 5. Interest And Lien. From and after the date when an Assessment payment is due, it shall bear interest at the rate of eighteen percent (18%) per annum until paid, and such payment and interest shall continue in full force and effect until the amount is fully paid. At any time after the passage of a resolution levying an Assessment and its entry in the Board of Trustees' minutes and the passage of the due date for paying such Assessment, the Board of Trustees may execute and acknowledge a certificate reciting the levying of the Assessment with respect to any one or more of the Lots and to cause the same to be filed in the Office of the Union County Recorder, Union County, Ohio, which certificate shall set forth the legal description of the real estate involved, the name of the record Owner of such real estate, and the amount then due and unpaid for the Assessment; and such certificate shall be a lien upon such Lot from the time of the filing with the Recorder for a period of five years unless extended by the Board of Trustees for successive periods of five years each. Within thirty (30) days after such filing, a copy of the certificate so filed shall be sent by United States certified mail, return receipt requested, postage prepaid, to such Owner at the Owner's last known address. Upon the Owner's failure to pay or cause the same to be paid within fifteen (15) days after the time of posting such certified mail, the Board of Trustees, their successors and assigns, shall have the right of foreclosure, as in a mortgage, upon such Lot for the amount of the lien, together with interest, attorneys' fees, and costs as aforesaid.

Section 6. Subordination of Lien. The lien of the assessment shall at all times be fully subordinate to the lien of any consensual first mortgage lien granted by the Owner of the Lot.

Section 7. Initial Fee. Upon acquiring a Lot directly from the Developer the new Owner shall pay a one time initial fee to the Association as determined by the Association.

Section 8. Initiation of Annual Assessments. Anything herein to the contrary notwithstanding a Lot shall not be subject to the annual Assessment provided for within this Article until the earlier of such time as the Contractor has transferred and conveyed the Lot to the Owner, or the time the Improvements constructed upon the Lot are first occupied.

NOTHING FURTHER CONTAINED ON THIS PAGE.

ARTICLE TEN

COMMON PROPERTY

Section 1. Designation of Common Property. All portions of the Real Property owned by the Association, together with any Improvements constructed thereon, shall be deemed to be Common Property, unless the Association shall designate the same as not being Common Property. Without limitation for the purposes of establishing the responsibility for the maintenance (including the cost of maintaining the same) the roadways until such time as the same have been dedicated to and accepted by a governing authority, and storm water drainage improvements installed by the Developer within Woodbine and obligations under any appurtenant easements shall be considered to be Common Property.

Section 2. Use of Common Property. Subject to any limitations imposed by any other provisions of this Deed of Protective Covenants, the Board of Trustees shall have the right and power to promulgate reasonable rules and regulations governing the operation and use of the Common Property. Said rules and regulations shall be binding upon and inure to the benefit of the Owners. No such rule or regulation shall discriminate against any individual user or class of users. The Board of Trustees may also adopt penalties or sanctions for violation of its rules and regulations.

Section 3. Maintenance of Common Property. Subject to the maintenance responsibilities or limitations set forth herein to the contrary, the Association shall maintain the Common Property, together with all Improvements located thereon in good condition, and the costs and expenses of the same shall be a Common Expense of the Association.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE ELEVEN

LIFT STATION

Section 1. Conditions Related to the Approval of the Lift Station. In order to obtain the approval for the use of the Lift Station by the City of Marysville Developer agreed to either deliver a bond or obtain a letter of credit that would assure the City of Marysville of the continued maintenance of the Lift Station relocation and provide for the upgrade or replacement of the same with equipment that meets the specifications of the City of Marysville if the same can not be repaired and maintained to the requirements of the City of Marysville.

Section 2. Responsibility for Maintenance. The Association shall be responsible for the Maintenance of the Lift Station until such time (if ever) as the same have been dedicated to and accepted for maintenance by a governing authority.

Section 3. Special Assessment to Establish Fund to Provide for the Release of Letter of Credit or Bond. The Association has been empowered and shall assess each Owner as part of the annual Assessment set forth above (but to be keep separated from the annual assessment specified above once received) an amount sufficient to establish a fund for the upgrade, replacement and/or repair of the Lift Station in an amount equal to the Letter of Credit. Developer shall be permitted to reduce the amount of the Letter of Credit each year by the amount paid toward such assessment and held in such separate account until the Letter of Credit is reduced to zero and cancelled. Once the account established pursuant to this Section 4 has been funded in the amount of the Letter of Credit the same shall be maintained in such amount if a portion of the fund is used for maintenance of the Lift Station, but such account shall not increased in excess thereof.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE TWELVE

NON-MERGER

It is intended and understood that certain portions of the Real Property described in this Deed of Protective Covenants shall be conveyed back to the Developer. Such re-conveyance or any transfer of conveyance which may result in the same Person acquiring all of the Real Property or more than one Lot shall not result in a merger of the interest so as to result in the extinguishment of the Protective Covenants, it being the intent of the Developer that the Protective Covenants remain at all times in full force and effect notwithstanding any such event.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE THIRTEEN

ADDITIONAL REAL PROPERTY

Section 1. Phased Development. At a minimum it is contemplated that Woodbine Section One will contain two separate phases which will entail the entirety of the Real Property, and the Lots of each phase shall be included within and be part of the Protective Covenants set forth within this instrument, which instrument or a copy of the same shall be filed with respect to both phases. To this end, it is intended that only one Association shall govern the aggregate of both phases of Section One.

Section 2. Additional Property. The Developer or its successor may add to the two phases of Woodbine Section One the Additional Real Property (which itself may be developed in phases) and may at the Developers option include the same within the Protective Covenants and the Association by filing an instrument to such effect.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE FOURTEEN
SPECIFIC ENFORCEMENT OF PROTECTIVE COVENANTS

The Developer, the Association, and the Design Review Committee reserve and are hereby separately granted the right to enter upon any portion of the Real Property to inspect for purposes of determining compliance with these Protective Covenants and further, in case of any violation or breach of any of the Protective Covenants herein contained, to enter upon any portion of the Real Property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, interpreted by the Developer, the Association, or the Design Review Committee as applicable, and the Developer, the Association, and the Design Review Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Developer, the Association, the Design Review Committee and every Owner are further separately empowered to seek by legal proceedings, either at law or in equity, necessary remedies to a continuing breach of these Protective Covenants. A failure of the Developer, the Association, the Design Review Committee or any Owner to enforce any of the Protective Covenants shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof; and the Developer, the Association, the Design Review Committee, or any Owner shall at any and all times have the right to enforce the same.

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of all or any of these Protective Covenants, then the fee of such attorney and all other costs in connection with any contemplated or actual legal proceeding in such connection shall become a lien against the Lot or Lots which is the subject of the proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof, such fee and costs shall bear upon and constitute a lien against the property in question in the same manner as the lien of an unpaid Assessment as hereinbefore detailed.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE FIFTEEN
ACCEPTANCE OF PROTECTIVE COVENANTS

Each Owner by the acceptance of a deed of conveyance for a Lot accepts the same subject to all of the within Protective Covenants; and the jurisdiction, rights and powers of the Developer, Association, Design Review Committee and other Owners created or served by this Deed of Protective Covenants, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved, and all obligations hereby imposed shall run with the Real Property and shall bind every Owner and inure to the benefit of every Owner as though the provisions of this Deed of Protective Covenants were recited and stipulated at length in each and every deed of conveyance, lease and sublease.

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE SIXTEEN

AMENDMENT OR MODIFICATION

Section 1. Amendment or Modification by Developer. The within Protective Covenants may, at any time, be amended, modified or replaced in whole or in part [subject to the limitations hereafter set forth within this Article Sixteen (16)] by the Developer herein, without the further consent or execution of any document by any Person, including any Person who is at such time the Owner of one or more Lots, or any other portion of the Real Property, for so long as the number of Vacant Lots owned by the Developer constitutes more than five percent (5%) of the aggregate of number of Lots as platted within Woodbine. For the purpose of determining whether or not the percentage limitation above has arisen or occurred, any transfer of all of the Real Property or a significant portion thereof by the Developer to another Person which is followed by the prompt reconveyance of the Real Property or a significant portion thereof back to the Developer shall not act to trigger the same. Further, any transfer of all or substantially all of the Real Property then owned by the Developer to the successors or assigns of the Developer shall not act to trigger the same.

Notwithstanding the immediately preceding paragraph, the Developer may not amend, modify or replace, in whole or in part, these Protective Covenants if the proposed amendment, modification, or replacement would materially or substantially increase the monetary obligations of any Person who is then an Owner of a Lot or Lots, and such Person does not consent to the same in writing, or if the proposed amendment, modification or replacement would materially or substantially increase the obligations of any such Person under these Protective Covenants.

For the purposes of determining whether or not the obligations of any Person have been materially or substantially increased, this paragraph shall be liberally construed in favor of the Developer, and shall only require the consent of such Person to the extent that such Person can establish by clear and convincing evidence that the same has materially and substantially increased its obligations hereunder.

The Developer shall, upon exercising its rights to amend, modify, or replace these Protective Covenants, reduce the same to writing and record such instrument in the Office of the Union County Recorder, Union County, Ohio, which instrument shall, in addition to specifying such amendment, modification or replacement, refer to these Protective Covenants by the Official Record Volume and page of their respective recording, and shall further refer to any Owner and their respective source of title or interest in the Real Property as Developer shall deem necessary or reasonable in order to assure that any such amendment to these Protective Covenants is properly set forth within the chain of title to such Owner. Each Owner, by acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Real Property, accepts and consents to any amendment, modification, or replacement of these Protective Covenants accomplished in accordance with the terms and conditions of this Article Sixteen (16) and further consents to the Developer referring to such Owner within any such document evidencing the amendment, modification, or replacement of these Protective Covenants, including the reference to such party's source of title or interest in such Real Property.

Section 2. Amendment or Modification by Association. At such point in time when the Developer can no longer amend or modify these Protective Covenants pursuant to the application of Section One of this Article, the Association may thereafter amend or modify these Protective Covenants by the affirmative vote at a meeting called and held pursuant to the Code of Regulations of not less than seventy-

five percent (75%) of the voting rights of the Association; provided, however, under no circumstances may the Association amend or modify these Protective Covenants in a manner which is discriminatory in effect to a class of Owners at Woodbine if such class of Owners in the aggregate maintain less than twenty-five percent (25%) of the voting rights of the Association.

In the event of an amendment or modification as provided within this Section of this Article, the Secretary of the Association shall reduce the same to writing in recordable form, certify to the same, and file the same of record in the Office of the Union County Recorder, Union County, Ohio, which instrument shall set forth within its body a reference to the Official Record Volume and page of this Deed of Protective Covenants, and shall further set forth the names of the fee simple Owners of the various Lots located within Woodbine in such a manner so as to assure the same appears within their respective "chains of title"

NOTHING FURTHER CONTAINED ON THIS PAGE

ARTICLE SEVENTEEN

MISCELLANEOUS

Section 1. Failure to Enforce. No Protective Covenant imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 2. Invalidity of any Section. The invalidity of any of the within Protective Covenants in whole or in part by judgment, court order or in any other manner shall not impair or affect in any manner the validity, enforceability or effect of the rest of said Protective Covenants.

Section 3. Assignability. The rights, privileges and powers herein retained by the Developer, Association, or Design Review Committee shall be assignable to and shall inure to the benefit of its successors and assigns.

Section 4. Additional Rights of Developer. The Developer reserves the right to: (i) assign over unto the Association the right to appoint members to the Design Review Committee or elect members to the Board of Trustees; and/or (ii) waive its rights to further amend the Deed of Protective Covenants, all as provided herein at any point in time prior to the time when the Developer is otherwise obligated to assign such rights over to the Association, or is no longer empowered to make such amendments.

NOTHING FURTHER CONTAINED ON THIS PAGE

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Bruce H. Burkholder, Trustee, his successors and assigns forever.

And the said Grantor, for itself and its successors and assigns, does hereby covenant with the said Grantee, his successors and assigns, that it is lawfully seized of the premises aforesaid; that the premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT taxes and assessments, if any, now a lien, restrictions, reservations, easements and covenants, if any, of record in the chain of title to the above described premises; zoning; and all legal highways; and that Grantor will forever WARRANT AND DEFEND the same with the appurtenances unto the said Grantee, Bruce H. Burkholder, Trustee, his successors and assigns, against the lawful claims of all Persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand this ___ day of October, 2011.

WC JEROME, LLC

_____
By:
Its: Its Manager

STATE OF OHIO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of October, 2011, by_____, the Manager of WC Jerome, LLC, a limited liability company organized under the laws of the State of Ohio for the uses and purposes described herein.

_____

Notary Public, _____ County, Ohio
My Commission Expires:_____

490859v3
10/19/2011

UNION COUNTY
HEALTH DEPARTMENT

940 London Ave
Suite 1100
Marysville, Ohio 43040

Administration
Environmental Health
Health Education
(937) 642-2053
Fax: (937) 645-3047

Help Me Grow
Nursing
(937) 642-2053
Fax: (937) 642-9725

Toll Free
1-888-333-9461

WEB Address
www.uchd.net

HEALTH COMMISSIONER
Mr. Jason E. Orcena, MA

BOARD OF HEALTH
Mr. James "Al" Channell
President

Mr. Rod Goddard
Vice-President

Ms. Donna Burke

Dr. Carol Karrer

Dr. Justin Krueger

Mr. Eric Milholland

Mr. Keith Watson

Our mission is to protect the health, safety and well-being of all Union County by providing quality public health services.

An equal opportunity employer/ provider

Date: December 30, 2014

To: Logan-Union-Champaign
regional planning commission – Bradley Bodenmiller

From: Jim Cogar R.S.

Re: **Woodbine Village – Section 1, Phase 2 Amended Final Plat**

Considering that public services (sanitary sewer & drinking water) are being provided to the residents within this subdivision, the Union County Health Department has just a few items to point out.

My comments are as follows:

- As always, 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 (STS).
- 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.
- If at any time during the development of the subdivision a PWS (well, cistern, etc...) or STS is found, our office shall be immediately contacted for an inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS.

Please feel free to call or email me with any questions you may have.

Thank you,

J.R. Cogar R.S.

Jim Cogar R.S.
Deputy Director
Environmental Health Division
Union County Health Department

Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480
Fax (614) 873-8664

January 5, 2015

Mr. Bradley J. Bodenmiller
Logan-Union-Champaign Regional Planning Commission (LUC)
P.O. Box 219, 9676 E. Foundry
East Liberty, Ohio 43319

RE.: Woodbine Village – Section 1, Phase 2 Amended Final Plat

Mr. Bodenmiller,

Our office has reviewed the proposed plat for the above mentioned property, and finds it to be in compliance with the zoning plans and the final development plans that were submitted to and approved by the township. Our review is limited solely to the issues relating to compliance with the approved zoning, such as the proposed lot count, lot sizes, setbacks, open space percentages, etc. As it relates to the engineering and surveying requirements of the plat the township respectfully defers to the expertise of the county engineers office. Based upon this review our office has no comments regarding the plat and would raise no issues in regards to its pending approval.

If you have any questions or comments in regards to this matter please feel free to contact me at your earliest convenience.

Respectfully,

Gary Smith, RLA|CLARB
Jerome Township Zoning Officer

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

December 30, 2014

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 East Foundry
East Liberty, Ohio 43319

Subject: **Woodbine Village Subdivision – Section 1, Phase 2**
Amended Final Plat – Comment Letter #1

Dear Brad,

The City of Marysville has the following comments regarding your recent submittal of the Woodbine Village Subdivision, Section 2 Public Sanitary Sewer Construction Plans:

Sheet 2:

1. To comply with the approved construction plans, the sanitary sewer easement shall be widened by an additional five (5) feet (for a total of 20 feet) onto Lot 56 along the common lot line with Lot 55.
2. Provide additional detail (i.e. dimensions, etc.) for the sanitary sewer easement on Lot 71. It appears that the location and width is correct but that the label is not accurate.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,

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

cc. Kyle Hoyng, P.E. (City of Marysville)
Mike Andrako, P.E. (City of Marysville)

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*

January 2, 2015

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

Re: Final Plat Review
Woodbine Village Subdivision – Section 1 Phase 2
Amended Final Plat Review

Brad,

We have completed our review for the above final plat resubmission, dated December 18th, 2014. The construction drawings have been approved by our office, and we have received and approved the necessary Developer's Agreement, Performance Bond and Ditch Maintenance Petition for the improvements. We do however, have the following comments:

1. We have recently revised our dedication note to read as follows: *"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 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.*
2. Reserve area labels shall remain consistent only for those reserve areas that are contiguous. Several open space areas that were once contiguous upon the platting of Section 1, Phase1 are now separate areas with this amendment, yet remain the same name.
3. Define the amended reserve area boundaries and acreage.

Based on the above comments, specifically items #2 and #3 above, we recommend denial of the final plat, as submitted. If you have any questions or concerns, feel free to contact me at (937) 645-3165.

Sincerely,

Bill Narducci

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

Woodbine Village Subdivision Section 1 – Phase 2 along US 33
Brock Rd (between CR 1 & US 33)

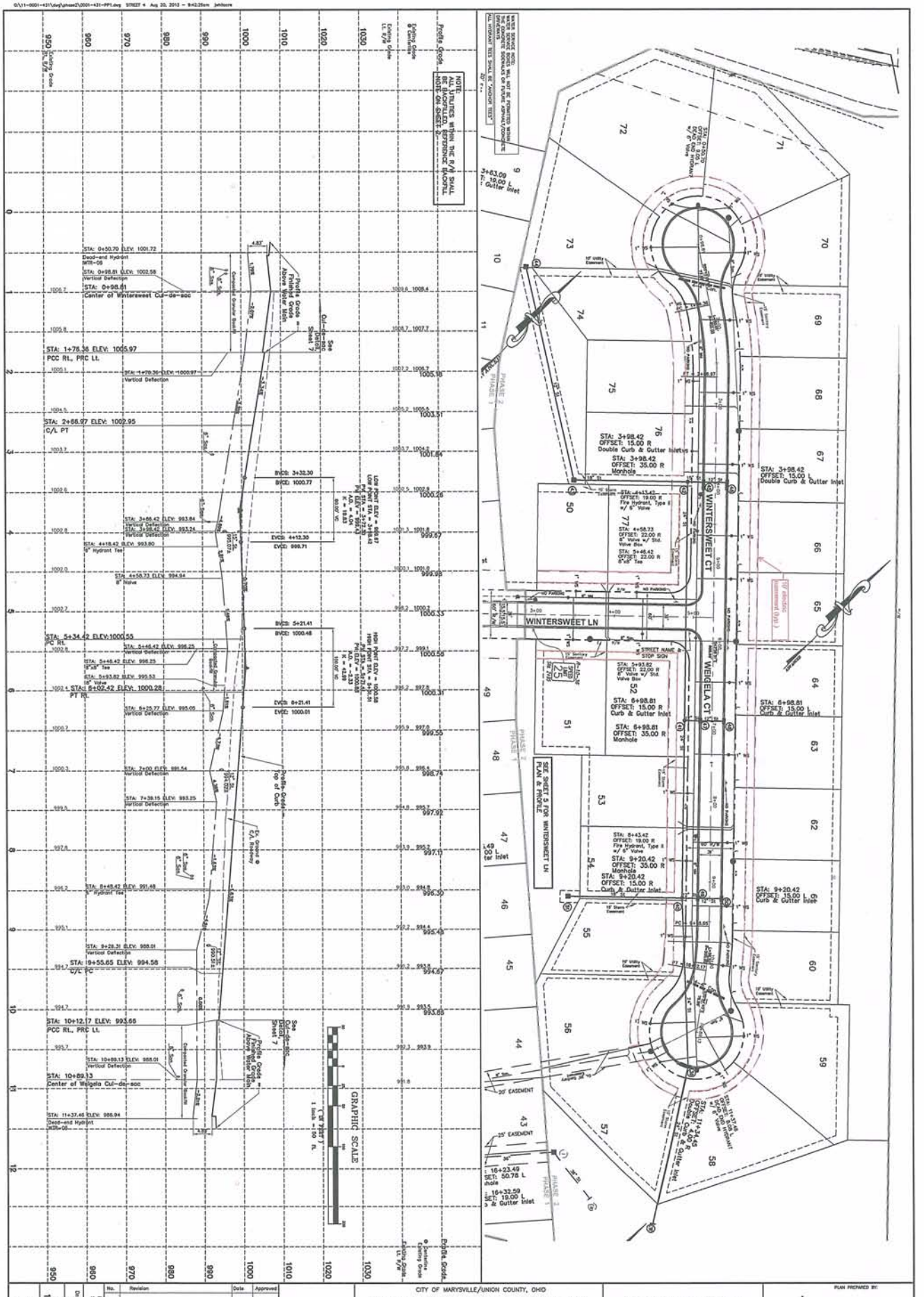
Notes by: Union Rural Electric Coop. Inc.
15461 US RT 36
P.O. Box 393
Marysville, Ohio 43040-0393

Ron Rockenbaugh
As of 12/31/14

URE W/O 206525 – Woodbine Village Subdivision Section 1- 2B, lot numbers 50 - 76 (27 Lots)

1) Review of LUC Amended Final Plat drawings: Sheet 1 of 2, Dated December 18, 2014
   a) Sheet 1: Notes
      - Easement – Private Utilities (Union Rural Electric Cooperative facilities)
      - Drainage Easement – Storm Water drainage
      - Sanitary Sewer Easements – Public Sanitary Sewers
   b) Sheet 2:
      - Question the naming of the limited access highway as State Route, think it is US Route.
      - Based on URE development agreement for front lot electric facilities we are unable to establish a continuous easement per noted easement language. Lot 60 has noted Drainage Easement with no ending boundaries that conflict with easements for lot 67 and 57. URE only has a 5 foot easement next to Sanitary Sewer Easement for lots 51 - 55, part of 71 and 73 – 76.
   c) URE proposes a continuous easement (Utility) that is 10 feet wide that is offset by 5 feet from the 25 foot setback line. See attached drawing for reference that is from the original layout.

2) Developer installed conduits: (need to verify)
   - Road crossings 1 phase – total of 2
     - Total of 4 – 4 inch conduits at each crossing



CITY OF MARYSVILLE/UNION COUNTY, OHIO

STREET, STORM SEWER, WATERLINE & GRADING IMPROVEMENT PLAN

FOR

WOODBINE VILLAGE SUBDIVISION SECTION 1 - PHASE 2

WINTERSWEET CT & WEIGELA CT PLAN & PROFILE

PLAN PREPARED BY:

ADVANCED CIVIL DESIGN

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

No.	Revision	Date	Approved

Project Number: 11-0001-431
Drawing Number: 6/ 13
Drawn By: STB
Checked By: JDW
Date: 1/22/2013
Scale: V: 1" = 10' H: 1" = 50'

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Zoning & Subdivision Committee

Thursday, January 8, 2015

The Zoning and Subdivision Committee met in regular session on Thursday, January 8, 2015, at 12:50 pm at the LUC East Liberty Office. Zoning & Subdivision Committee Members were in attendance as follows: Pam Babjack, Brad Bodenmiller, Scott Coleman, Greg DeLong, Wes Dodds, Charles Hall, Paul Hammersmith, Heather Martin, Steve McCall, Bill Narducci for Jeff Stauch, Skyler Wood and Andy Yoder.

Guests included: Joe Sampson, Village of St. Paris; Jim Holycross, City of Bellefontaine.

Greg DeLong and Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Andy Yoder moved a motion to approve the minutes from the November 13, 2014 meeting as written and Paul Hammersmith seconded. All in favor.

1. Zoning and Subdivision Committee appointments 2015.
    - Andy Yoder moved the motion to recommend keeping all Zoning & Subcommittee members, along with Officers, the same as 2014 and Charles Hall seconded. All in favor.

2. Review of Woodbine Village Amended Final Plat (Union County) – Staff Report by Brad Bodenmiller
    - Bill - What was the easement comment from the City of Marysville? They're going to submit a revised plat?
    - Scott – Did they get their request in to table in time?
        - There currently isn't a time frame.
    - Paul Hammersmith moved the motion to recommend accepting the developer's request to table and Charles Hall seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:01 pm with Steve McCall moving the motion to adjourn and Paul Hammersmith seconded. All in favor.

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