Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

# Zoning & Subdivision Committee

Thursday, July 8, 2021, 12:30 PM

- Minutes from last meeting of June 10, 2021

1. Review of GPN-11 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller

2. Review of Mills of Watkins Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller

3. Review of New California Hills XIII Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller

4. Review of VN-4 Phase 4 Final Plat (Union County) – Staff Report by Brad Bodenmiller

5. Review of Jerome Township Zoning Parcel Amendment (Union County) – Staff Report by Aaron Smith

Members:
Tyler Bumbalough – City of Urbana Engineer
Scott Coleman – Logan County Engineer
Weston R. Dodds – City of Bellefontaine Safety Service Director
Ashley Gaver – City of Marysville
Steve Robinson – Union County Commissioner
Steve McCall – Champaign County Engineer
Bill Narducci – Union County Engineer's Office
Tammy Noble – City of Dublin Planning
Tom Scheiderer – Jefferson & Zane Township Zoning Inspector
Jeff Stauch – Union County Engineer
Robert A. Yoder – North Lewisburg Administrator
Brad Bodenmiller – LUC
Heather Martin – LUC
Aaron Smith – LUC

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# Staff Report – Glacier Park Neighborhood Section 11 Phase 2

| | |
|---|---|
| **Applicant:** | **Jerome Village Company, LLC**<br>c/o Gary Nuss<br>375 North Front Street, Suite 200<br>Columbus, OH 43215<br>nussg@nationwide.com<br><br>**Terrain Evolution, Inc.**<br>c/o Justin Wollenberg PE<br>720 East Broad Street, Suite 203<br>Columbus, OH 43215<br>jwollenberg@terrainevolution.com |
| **Request:** | Approval of Glacier Park Neighborhood, Section 11 (GPN-11), Phase 2 – Final Plat. |
| **Location:** | Located between Brock Road and Ryan Parkway on the west side of Hyland Croy Road in Jerome Township, Union County. |

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| **Staff Analysis:** | This Final Plat involves 15.322 acres of land and proposes 20 single-family residential lots.<br><br>Acreages:<br>○ 1.995 acres in Township right-of-way<br>○ 6.146 acres in single-family residential lots<br>○ 7.181 acres in open space<br><br>Proposed utilities:<br>○ City of Marysville public water service<br>○ Jerome Village Community Authority Collection and City of Marysville public treatment<br><br>Preliminary Plat:<br>○ The Preliminary Plat was approved in December 2018 with subsequent Extension in December 2020.<br>○ The Phase 1 Final Plat was approved in June 2020.<br><br>• **Union County Engineer's Office**<br>○ The Engineer's Office submitted comments in a letter dated 07-02-21. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been approved |

yet. The Engineer's Office recommended denial due to the outstanding bond. The Engineer's Office reserved the right to change its recommendation, should these comments be addressed prior to the LUC meetings.

- **Union County Soil & Water Conservation District**
  - No comments received as of 06-30-21.
- **Union County Health Department**
  - No comments received as of 06-30-21. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS)."
- **City of Marysville**
  - The City submitted comments in an email dated 06-30-21.
    1. Show Utility Easement (as shown in the approved engineering plans) along the east side of Red Fir Court, from Ash Grove Court to the start of Drainage and Utility Easement shown on the Final Plat starting at Sta 3+75+/-.

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| | • **Jerome Township**<br>o The Township submitted comments in a letter dated 06-24-21. The Final Plat complies with the approved Development Plan.<br>1. Sheet 1: "Minimum Lot Size" in the table should be noted as "Minimum Lot Area".<br>• **ODOT District 6**<br>o No comments received as of 06-30-21.<br>• **Union Rural Electric**<br>o URE submitted comments in an email dated 06-29-21. URE confirmed Sheet 3 includes a 20' utility easement for its facilities and had no further comments.<br>• **LUC Regional Planning Commission**<br>1. Sheet 2 & 3: Are monuments missing along the north plat boundary near Lot 1541 and C1? See also C29 and C30. Please review entire length of north plat boundary (§323, 3. & 5.).<br>2. Sheet 3: There appears to at least 1 missing dimension where Red Fir Ct. and Ash Grove Ct. meet (§323, 5.).<br>3. Sheet 3: There appears to be a missing dimension along the bridge right-of-way on the west side of Red Fir Ct. (See L4 and L5.) (§323, 5. & 10.).<br>4. Sheet 3: There appear to be 2 missing dimensions along the west line of lots 1553 and 1554 (§323, 8.).<br>5. Sheet 2 & 3: Please define "DOS" (§323, 10.).<br>6. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330). |

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| **Staff Recommendations:** | Staff recommends ***DENIAL*** of Glacier Park Neighborhood, Section 11 (GPN-11), Phase 2 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 07-08-21 LUC meetings, confirmation of approval of the outstanding bond |

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| | or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise. |

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| **Z&S Committee Recommendations:** | |

Logan-Union-Champaign
regional planning commission

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# Application for Final Plat Approval

Date: 6/17/2021

**Name of Subdivision:** Glacier Park Neighborhood
Section/Phase: Section 11, Phase 2 Block
Location: Union County - South of Ryan Parkway, West of Glacier Park Neighborhood Section 8 Phase 1, North of Brock Road
Township: Jerome Military Survey: 5261
Complete Parcel(s) Identification Number (PIN): 1700110120000, 1700110160000

Has a Preliminary Plat been approved for this subdivision?: Yes x No ____ Date: 12/18/2018, 12/10/2020

**Name of Applicant:** Jerome Village Company, LLC - Attn: Gary Nuss
Address: 375 North Front Street, Suite 200
City: Columbus State: Ohio Zip: 43215
Phone: 614.857.2334 Fax: 614.857.2346 Email: nussg@nationwide.com

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

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

Proposed Acreage to be Subdivided: 15.322

Current Zoning Classification: PD

Proposed Zoning Changes: N/A

Proposed Land Use: Single Family Residential

**Development Characteristics**

Acreage w/in Approved Preliminary Plat: 39.428 Acres

Acreage w/in Section and/or Block: 15.322 Acres

Number of **APPROVED** lots from Preliminary Plat 54

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Number of Lots **PROPOSED** w/in this Section: 20

Number of **APPROVED** units from Preliminary Plat: 54

Number of Units **PROPOSED** w/in this Section: 20

Typical Lot Width: 70', 80', 90' Feet Typical Lot Area: 9100, 10400, 11700

Single Family Units: 20 Sq. ft Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 7.181

Recreation facilities to be provided: No

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

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

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

Approved 50' rigth-of-way Widths Resolution #306-09 Date 6-11-09

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

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

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

**For Official Use**

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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# Final Plat Review Checklist

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

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

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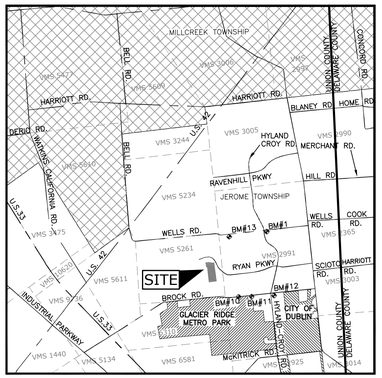
# GLACIER PARK NEIGHBORHOOD SECTION 11 PHASE 2

## BEING PART OF VMS 5261, JEROME TOWNSHIP
## UNION COUNTY, OHIO

**LUC. R.P.C. FILE # _____**

Situated in Survey 5261 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being 15.322 acres of land in total, being part of that 35.895 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Instrument No. 201806190004803 and part of that 118.853 acre tract of land aslo described in a deed to Jerome Village Company, LLC, of record in Instrument No. 201904050002313, Recorder's Office, Union County, Ohio.

LOCATION MAP



# GLACIER PARK NEIGHBORHOOD SECTION 11 PHASE 2

## BEING PART OF VMS 5261, JEROME TOWNSHIP

## UNION COUNTY, OHIO

GRAPHIC SCALE

60 30 0 60

( IN FEET )

1 inch = 60 ft.

| Boundary Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C1 | 275.00' | 20° 52' 54" | 100.22' | N87° 05' 10"E | 99.67' |
| C2 | 175.00' | 30° 59' 30" | 94.66' | N82° 01' 52"E | 93.51' |

**LEGEND:**

- ◉ IRON PIN SET – 5/8" X 30" REBAR WITH A PLASTIC CAP INSCRIBED "JON ADCOCK S-8461."
- ◎ IRON PIPE FOUND (AS NOTED)


1346 Hemlock Court N.E.
Lancaster, OH 43130
Contact: Brett Adcock
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(614) 837-0800 - Columbus
(740) 455-2200 - Zanesville
(740) 670-0800 - Newark
Fax: (740) 654-0604
www.americanlandsurveyors.com

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| FIELD | DRAFT | CHECK |
|---|---|---|
| JBA | JBA | JBA |
| JOB NO.: | 21-001 | |
| DATE: | JUNE 16, 2021 | |
| SCALE: | 1"=60' | |

# GLACIER PARK NEIGHBORHOOD SECTION 11 PHASE 2

## BEING PART OF VMS 5261, JEROME TOWNSHIP

## UNION COUNTY, OHIO

GRAPHIC SCALE

60 30 0 60

( IN FEET )

1 inch = 60 ft.

| Line Table (℄ and R/W) | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | N7° 42' 02"W | 27.75' |
| L2 | N46° 36' 16"W | 9.41' |
| L3 | S2° 16' 31"W | 39.04' |
| L4 | S26° 39' 12"W | 56.26' |
| L5 | S62° 11' 28"E | 60.63' |
| L6 | S7° 42' 02"E | 27.75' |
| L7 | N7° 42' 02"W | 27.75' |
| L8 | N18° 07' 54"E | 42.99' |
| L9 | N38° 03' 54"W | 61.32' |
| L10 | N61° 30' 37"W | 20.50' |
| L11 | N2° 16' 31"E | 42.10' |

| Line Table (Easements) | | |
|---|---|---|
| Line # | Direction | Length |
| L12 | N65° 46' 47"E | 46.12' |
| L13 | N74° 21' 30"E | 71.43' |
| L14 | N5° 19' 45"E | 180.46' |
| L15 | S44° 51' 26"E | 89.66' |
| L16 | S11° 14' 03"E | 132.04' |
| L17 | S1° 25' 17"E | 158.49' |
| L18 | N1° 36' 47"W | 105.15' |
| L19 | N3° 14' 16"W | 72.56' |
| L20 | N66° 29' 34"E | 54.54' |
| L21 | S5° 09' 11"E | 175.33' |
| L22 | S1° 49' 46"W | 26.57' |
| L23 | N66° 29' 34"E | 76.54' |
| L24 | S5° 09' 11"E | 167.48' |
| L25 | S1° 49' 46"W | 24.38' |
| L26 | S65° 14' 26"W | 36.94' |
| L27 | S81° 53' 43"E | 7.84' |
| L28 | S5° 50' 24"E | 191.52' |
| L29 | S6° 30' 12"E | 106.29' |
| L30 | S83° 20' 24"W | 39.67' |
| L31 | S83° 20' 24"W | 39.59' |
| L32 | S6° 30' 12"E | 59.48' |
| L33 | S4° 04' 04"E | 81.69' |
| L34 | S9° 00' 50"E | 124.21' |
| L35 | S5° 50' 24"E | 174.13' |
| L36 | S32° 16' 50"E | 91.36' |
| L37 | S12° 44' 51"E | 89.55' |
| L38 | S6° 22' 34"W | 23.85' |
| L39 | S6° 22' 34"W | 11.28' |
| L40 | S18° 50' 47"W | 88.72' |
| L41 | S11° 23' 37"W | 88.31' |
| L42 | S6° 30' 12"E | 98.74' |
| L43 | N64° 28' 29"E | 100.96' |
| L44 | S9° 00' 50"E | 25.44' |
| L45 | S9° 00' 50"E | 16.47' |
| L46 | N62° 51' 46"E | 66.89' |
| L47 | N40° 21' 46"E | 16.02' |
| L48 | N17° 51' 46"E | 16.45' |
| L49 | N5° 32' 41"W | 41.76' |
| L50 | S77° 50' 18"E | 147.97' |
| L51 | S12° 09' 42"W | 20.00' |
| L52 | S77° 50' 18"E | 141.58' |
| L53 | N5° 32' 41"W | 54.72' |
| L54 | S41° 16' 24"W | 15.32' |
| L55 | N46° 53' 05"W | 144.20' |
| L56 | N16° 00' 26"W | 182.83' |
| L57 | N5° 02' 58"E | 89.76' |
| L58 | N19° 08' 19"E | 87.51' |
| L59 | N16° 10' 50"E | 101.18' |
| L60 | N5° 21' 34"E | 140.86' |

| Boundary Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C1 | 275.00' | 20° 52' 54" | 100.22' | N87° 05' 10"E | 99.67' |
| C2 | 175.00' | 30° 59' 30" | 94.66' | N82° 01' 52"E | 93.51' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C60 | 250.00' | 18° 05' 16" | 78.92' | N6° 22' 34"E | 78.60' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C3 | 150.00' | 51° 00' 07" | 133.52' | S23° 13' 32"E | 129.16' |
| C4 | 300.00' | 41° 01' 34" | 214.81' | N28° 12' 49"W | 210.25' |
| C5 | 300.00' | 29° 44' 51" | 155.76' | N7° 10' 23"E | 154.01' |
| C6 | 600.00' | 28° 42' 25" | 300.62' | S7° 41' 36"W | 297.48' |
| C7 | 150.00' | 39° 56' 40" | 104.57' | S26° 37' 56"E | 102.47' |
| C8 | 600.00' | 17° 26' 16" | 182.61' | S13° 19' 41"W | 181.90' |
| C9 | 600.00' | 11° 16' 09" | 118.01' | S1° 01' 32"E | 117.82' |
| C10 | 35.00' | 104° 28' 39" | 63.82' | N49° 57' 48"W | 55.34' |
| C11 | 35.00' | 95° 15' 06" | 58.19' | S49° 54' 04"W | 51.71' |
| C12 | 175.00' | 27° 26' 25" | 83.81' | S11° 26' 41"E | 83.01' |
| C13 | 325.00' | 41° 01' 34" | 232.71' | N28° 12' 49"W | 227.77' |
| C14 | 275.00' | 41° 01' 34" | 196.91' | N28° 12' 49"W | 192.73' |
| C15 | 325.00' | 29° 44' 51" | 168.74' | N7° 10' 23"E | 166.85' |
| C16 | 275.00' | 29° 44' 51" | 142.78' | N7° 10' 23"E | 141.18' |
| C17 | 575.00' | 28° 42' 25" | 288.09' | S7° 41' 36"W | 285.09' |
| C18 | 625.00' | 12° 13' 19" | 133.32' | S15° 56' 09"W | 133.07' |
| C19 | 35.00' | 84° 47' 03" | 51.79' | N52° 13' 01"E | 47.19' |
| C20 | 150.00' | 20° 57' 27" | 54.87' | N84° 07' 49"E | 54.56' |
| C21 | 175.00' | 19° 33' 46" | 59.75' | S84° 49' 39"W | 59.46' |
| C22 | 125.00' | 22° 55' 12" | 50.00' | S83° 08' 56"W | 49.67' |
| C23 | 35.00' | 84° 47' 03" | 51.79' | N42° 59' 56"W | 47.19' |
| C24 | 625.00' | 6° 03' 11" | 66.03' | S3° 38' 00"E | 66.00' |
| C25 | 50.00' | 72° 01' 12" | 62.85' | S42° 40' 12"E | 58.79' |
| C26 | 60.00' | 269° 40' 12" | 282.40' | N56° 09' 18"E | 85.10' |
| C27 | 50.00' | 35° 49' 21" | 31.26' | N6° 55' 17"W | 30.75' |
| C28 | 175.00' | 18° 10' 21" | 55.50' | S15° 44' 47"E | 55.27' |
| C29 | 275.00' | 1° 09' 09" | 5.53' | S77° 13' 18"W | 5.53' |
| C30 | 275.00' | 19° 43' 45" | 94.69' | S87° 39' 45"W | 94.23' |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C31 | 325.00' | 16° 44' 49" | 94.99' | N40° 21' 11"W | 94.66' |
| C32 | 325.00' | 16° 09' 25" | 91.65' | N23° 54' 04"W | 91.34' |
| C33 | 325.00' | 8° 07' 19" | 46.07' | N11° 45' 42"W | 46.03' |
| C34 | 325.00' | 2° 11' 40" | 12.45' | N6° 36' 12"W | 12.45' |
| C35 | 325.00' | 14° 44' 00" | 83.57' | N1° 51' 38"E | 83.34' |
| C36 | 325.00' | 12° 49' 11" | 72.72' | N15° 38' 13"E | 72.57' |
| C37 | 575.00' | 1° 13' 04" | 12.22' | N21° 26' 17"E | 12.22' |
| C38 | 575.00' | 10° 18' 48" | 103.50' | N15° 40' 21"E | 103.36' |
| C39 | 575.00' | 10° 18' 48" | 103.50' | N5° 21' 34"E | 103.36' |
| C40 | 575.00' | 6° 51' 46" | 68.87' | N3° 13' 43"W | 68.83' |
| C41 | 60.00' | 26° 53' 53" | 28.17' | N65° 13' 51"W | 27.91' |
| C42 | 60.00' | 79° 04' 58" | 82.82' | N12° 14' 25"W | 76.40' |
| C43 | 60.00' | 60° 39' 58" | 63.53' | N57° 38' 03"E | 60.60' |
| C44 | 60.00' | 59° 01' 05" | 61.80' | S62° 31' 26"E | 59.11' |
| C45 | 60.00' | 15° 07' 46" | 15.84' | S25° 27' 00"E | 15.80' |
| C46 | 60.00' | 28° 52' 31" | 30.24' | S3° 26' 52"E | 29.92' |
| C47 | 175.00' | 8° 16' 40" | 25.28' | S20° 41' 37"E | 25.26' |
| C48 | 175.00' | 9° 53' 41" | 30.22' | N11° 36' 27"W | 30.18' |
| C49 | 625.00' | 0° 04' 38" | 0.84' | N6° 37' 17"W | 0.84' |
| C50 | 625.00' | 5° 58' 33" | 65.19' | S3° 35' 41"E | 65.16' |
| C51 | 175.00' | 18° 08' 56" | 55.43' | S84° 07' 14"W | 55.20' |
| C52 | 175.00' | 1° 24' 51" | 4.32' | N86° 05' 53"W | 4.32' |
| C53 | 625.00' | 5° 58' 46" | 65.22' | S12° 48' 53"W | 65.19' |
| C54 | 625.00' | 6° 14' 33" | 68.10' | S18° 55' 32"W | 68.06' |
| C55 | 275.00' | 4° 23' 45" | 21.10' | S19° 50' 56"W | 21.09' |
| C56 | 275.00' | 25° 21' 06" | 121.68' | S4° 58' 31"W | 120.69' |
| C57 | 275.00' | 14° 16' 00" | 68.47' | S14° 50' 02"E | 68.30' |
| C58 | 275.00' | 20° 37' 35" | 99.00' | S32° 16' 50"E | 98.47' |
| C59 | 275.00' | 6° 07' 59" | 29.44' | N45° 39' 37"W | 29.42' |

*LEGEND:*

- ◉ *IRON PIN SET – 5/8" X 30" REBAR WITH A PLASTIC CAP INSCRIBED "JON ADCOCK S-8461."*
- ◎ *IRON PIPE FOUND (AS NOTED)*

*U.R.E. = UNION RURAL ELECTRIC*

*D & U EASE. = DRAINAGE AND UTILITY EASEMENT*


1346 Hemlock Court N.E.
Lancaster, OH 43130
Contact: Brett Adcock
(740) 654-0600 - Lancaster
(614) 837-0800 - Columbus
www.americanlandsurveyors.com

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|---|---|---|
| JBA | JBA | JBA |

JOB NO.: 21-001

DATE: JUNE 16, 2021

SCALE: 1"=60'

TerrainEvolution
terrainevolution.com

720 East Broad Street
Suite 203
Columbus, OH 43215

P: 614.385.1090
info@terrainevolution.com

October 17, 2018

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

RE: Glacier Park Neighborhood Section 11 (GPN-11) Preliminary Plat

Mr. Bodenmiller,

Terrain Evolution, as the agent for Jerome Village Company, acknowledges the existence of Wetzel soils within the development area of GPN-11. The soil types are commonly found within areas with poor drainage and/or in drainage courses. In this case, the soils are mostly in a wooded area within Designated Openspace (DOS) which is to remain undeveloped. A portion of the Wetzel Soils encroach on the rear of a few lots. In this case, the development will install storm sewer drainage system to provide adequate drainage to the area developed.

Section 416 of the Union County Subdivision Regulations designates areas with the said soil types as requiring improvements to render the area acceptable for the intended use. The subdivider is aware and acknowledges this requirement. The intended use is for single family residential. Providing adequate drainage system to the area shall remedy any poorly drained areas, thus rendering the area acceptable for the use. A storm sewer system is being designed to convey all surface runoff to stormwater management basins. Any and all subsurface tiles encountered during the construction of the development shall be connected to said storm sewer as to promote an adequate drainage system.

Please feel free to contact me if you have any questions a (614) 385-1092.

Sincerely,

Justin Wollenberg, PE, CPESC
Project Manager

EXECUTION COPY

TRANSFER NOT NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
By DBruce
2-26-10

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2010 FEB 26 PM 3:30
532.00

366051

DECLARATION

OF

COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR

JEROME VILLAGE COMMUNITY AUTHORITY

IN THE

COUNTY OF UNION, OHIO

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# DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

# FOR JEROME VILLAGE COMMUNITY AUTHORITY

# IN THE COUNTY OF UNION, OHIO

This DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY IN THE COUNTY OF UNION, OHIO (this Declaration"), is made on this 17th day of February, 2010, by Jerome Village Company, LLC, an Ohio limited liability company (the "Initial Private Developer"). The following are signing this Declaration not as a Developer but solely as the current Owners of parcels that constitute part of the Initial Property for which the Initial Private Developer holds a right of first refusal or an option or a contract to purchase: Jerome United Methodist Church, Inc.; J.A.S. Limited Partnership; John R. Andrews, Trustee of the John R. Andrews Living Trust; George Edward Andrews and Rebecca J. Andrews; William Henry Andrews; Jon E. Hjelm and Kathy K. Hjelm; William H. Marx, Jr., and Christine S. Marx; Scott E. Sonnenberg and Jennifer L. Sonnenberg; Barbara Wilcox, Trustee of the Charles Wilcox Trust; Patricia E. Williams; and Peggy W. Yerke (collectively, the "Initial Owners").

The Initial Private Developer owns or controls, including by a right of first refusal or an option or a contract to purchase, the Initial Property. From time to time, Additional Property may be subjected to this Declaration as provided herein. The Initial Private Developer and the Initial Owners make this Declaration for the purposes hereinafter set forth.

The Developers and the Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration) hereby declare that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions, which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefor, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

## ARTICLE I

## PURPOSE AND INTENT

The Property is a New Community District, formed in accordance with Chapter 349, and in consideration of the mutual covenants and conditions set forth herein and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged. The Developers and the Owners (including, but not limited to, the Initial Owners) shall be bound by

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the terms of this Declaration. The Initial Private Developer initiated proceedings for the organization of a New Community Authority and the creation of the New Community District in accordance with Chapter 349 for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community through the implementation of a New Community Development Program. The Initial Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349, and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge (including the Income Charge, if any) by each Owner and Resident of a Chargeable Parcel, as well as by receipts from the Community Fee and the Utility Access/Community Fee.

In order to provide for the New Community District, the implementation of the Community Authority's New Community Development Program and the establishment and payment of the Community Development Charge, the Community Fee and the Utility Access/Community Fee, this Declaration is for the purpose of creating covenants running with the land, pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of the Owner of each Chargeable Parcel to pay the Community Development Charge (including the obligation of any Resident to pay the Income Charge, if any) as well as the obligation of the Owner of a Development Parcel within the initial boundaries of the New Community District to pay the Community Fee applicable thereto and the obligation of the Owner of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities to pay the Utility Access/Community Fee applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

## ARTICLE II

## DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean, respectively:

2.01. Additional Private Developers. "Additional Private Developers" means one or more persons or entities (and its or their respective successors in interest), other than the Initial Private Developer, that the Community Authority determines to permit to become a party to this Declaration as an Additional Private Developer (by means of supplemental Declaration); provided that no Additional Private Developer may become a party to this Declaration without the consent of the Initial Private Developer so long as it owns or controls any of the Property. A person or entity shall be deemed a successor in interest of an Additional Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of an Additional Private Developer under this Declaration and/or under a supplemental Declaration

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and shall be deemed a successor in interest of such Additional Private Developer only as to the particular rights or interests of that Additional Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.02. Additional Property. "Additional Property" means such other real estate as may be subjected to this Declaration pursuant to Article III hereof.

2.03. Adjusted Gross Income. "Adjusted Gross Income" means:

(a) the sum of:

(i) adjusted gross income as that term is defined in the Internal Revenue Code of 1986, as amended;

(ii) interest and dividends on obligations or securities of any state or of any political subdivision or authority thereof, other than the State of Ohio and its subdivisions and authorities; and

(iii) interest and dividends on obligations of any authority, commission, instrumentality, territory or possession of the United States as may be exempt from federal income taxes but not from state income taxes;

(b) less the sum of:

(i) interest and dividends on obligations of the United States and its territories and possessions or of any authority, commission or instrumentality of the United States to the extent includable in gross income for federal income tax purposes but exempt from state income taxes under the laws of the United States;

(i) Profits (to the extent of the Resident's share thereof in the case of an S Corporation, as defined in the Internal Revenue Code of 1986, as amended, a partnership or other joint venture) from a Place of Business on the Property;

(iii) disability and survivor's benefits;

(iv) amounts of net income arising from transactions, activities and sources in the regular course of a trade or business, including income from tangible and intangible property if the acquisition, rental, management and disposition of the property constitute integral parts of the regular course of a trade or business operation, upon which amounts an income tax or tax measured by income is imposed by the District of Columbia or by any state except the State of Ohio; and

(v) net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by act of the General Assembly of the State of Ohio.

2.04. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being levied, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate prepared by the Auditor for the most recent tax year for which that information is publicly available and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including, but not limited to, reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05 hereof. If by reason of any change of law, rate or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less or more than thirty-five percent (35%) of the true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall mean the assessed valuation shown on the tax duplicate adjusted to equal thirty-five percent (35%) of the true value. If the assessed valuation listed on the tax duplicate for the most recent tax year for which that information is publicly available does not reflect the completed value of any structure(s) on a Chargeable Parcel, then the "Assessed Valuation" shall be determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under this subsection (a).

(b) If the Auditor and all officials authorized by Ohio law to assess real estate in the County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor for the most recent tax year for which that information is publicly available for a Chargeable Parcel or if there is no longer a tax duplicate, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board, equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.05. Assessed Valuation Charge. "Assessed Valuation Charge" means the charge established in Article V hereof, including all penalties and interest pertaining to any unpaid amount.

2.06. Auditor. "Auditor" means the auditor of the County.

2.07. Board. "Board" means the Board of Trustees of the Community Authority.

2.08. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code, as enacted and amended from time to time.

2.09. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.10. Chargeable Property. "Chargeable Property" means all Development Parcels together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements owned by the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio that are exempt from real estate taxation under Ohio law;

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law, provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) any Development Parcels for which (i) no certificate of occupancy has been issued or is eligible to be issued for a new structure on that Parcel; or (ii) any new structure thereon is not substantially completed as determined by the Board.

2.11. Community Authority. "Community Authority" means the Jerome Village Community Authority, a body corporate and politic, established for the New Community District pursuant to Chapter 349.

2.12. Community Development Charge. "Community Development Charge" means, collectively, the charges established in Articles IV, V and VI hereof, including all applicable penalties and interest pertaining to any unpaid amount.

2.13. Community Facilities. "Community Facilities" has the meaning given in Section 349.01 of the Ohio Revised Code; provided, however, that all Community Facilities provided through or under, or the operation and maintenance of which are supported from the Community

Development Charge, shall be consistent with the Petition and any applicable agreements between Union County, Ohio, and the Developer.

2.14. Community Fee. "Community Fee" means the fee established in Article IX hereof.

2.15. County. "County" means the county in which a Parcel is located.

2.16. Declaration. "Declaration" means this Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio, as of the date set forth above, as the same may be amended or supplemented from time to time in the manner prescribed in Articles III or XII hereof.

2.17. Developer. "Developer" means the Initial Private Developer or any Additional Private Developer, and "Developers" means, collectively, the Initial Private Developer and any Additional Private Developers.

2.18. Development Parcel. "Development Parcel" means any Parcel for which a final subdivision plat or lot split creating additional tax parcels has been filed from and after the Effective Date; provided, however, that the Board may determine, in its sole discretion, that the Parcels resulting from the split of any Parcel in existence on the Effective Date into three (3) or fewer Parcels shall not constitute a Development Parcel.

2.19. Development Period. "Development Period" for any portion of the Property means the period commencing on the date on which this Declaration is Recorded and ending on the date the Developer of such Property has transferred such Property to other Owners (other than to another Developer).

2.20. Effective Date. "Effective Date" has the meaning given in Section 11.01 hereof.

2.21. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VII hereof.

2.22. Income. "Income" means, with respect to a Resident who has a Place of Residence on the Property, Adjusted Gross Income, and with respect to a Resident who maintains a Place of Business on the Property, Profits, with the calculation of each subject to adjustment as provided in Section 7.03. A person or entity shall not be deemed to be maintaining a Place of Business on the Property because a partnership in which he is a partner or an S Corporation (as defined by the Internal Revenue Code of 1986, as amended) of which he is a shareholder is maintaining a Place of Business on the Property.

2.23. Income Charge. "Income Charge" means the charge established in Article VI hereof.

2.24. Income Charge Administrator. "Income Charge Administrator" means any person designated by the Community Authority to administer or enforce the provisions of the Income Charge, or its designee.

2.25. Income Charge Year. "Income Charge Year" means, for each Resident, such Resident's taxable year for federal income tax purposes.

2.26. Initial Private Developer. "Initial Private Developer" is defined in the preamble, but the defined term includes the Initial Private Developer's successors in interest. A person or entity shall be deemed a successor in interest of the Initial Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of the Initial Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Initial Private Developer only as to the particular rights or interests of the Initial Private Developer under the Petition, this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.27. Initial Property. "Initial Property" means the real estate as described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by reference.

2.28. Jerome Township. "Jerome Township" means Jerome Township, Union County, Ohio.

2.29. Jerome Village Fire Safety Contribution. The "Jerome Village Fire Safety Contribution" means the Initial Private Developer (i) donating to Jerome Township a site and constructing thereon for the benefit of Jerome Township a Township Fire Station facility, including space for a police substation and administrative offices as well as related parking and site amenities, and (ii) either equipping or providing funds to Jerome Township to equip the Jerome Village Fire Station to the specifications and requirements of the Jerome Village Fire Department; provided that the maximum amount of the Jerome Village Fire Safety Contribution, excluding the value of the land donated for the site but including all other design, engineering, architectural, development, construction and acquisition costs, is $5,500,000.

2.30. Jerome Village General Township Contribution. The "Jerome Village General Township Contribution" means (i) an initial $250,000 cash contribution to Jerome Township at the time of receipt of all required governmental approvals for the first final plat for the New Community District, and thereafter (ii) on a yearly basis, on each anniversary of the initial contribution, a $100,000 cash contribution to Jerome Township for the next ten (10) years, (iii) a $227.27 cash contribution to Jerome Township at the time of issuance of each residential building permit for the New Community District, up to a maximum amount of $500,000, and (iv) a final $400,000 cash contribution to Jerome Township on the eleventh (11th) anniversary of the initial $250,000 payment, for a total maximum contribution of $2,150,000, all to be made by the Initial Private Developer; provided, however, that in the event the Initial Private Developer, at the request of the Township, provides land, buildings or other facilities to the Township (other than as part of the Jerome Village Fire Safety Contribution), the Initial Private Developer shall receive a dollar-for-dollar offset of the abovementioned cash contributions.

2.31. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Ohio Revised Code, rounded to the nearest whole number percent, plus three percent (3%).

2.32. New Community District. "New Community District" means the New Community District for the Jerome Village Community Authority created pursuant to Chapter 349.

2.33. Ohio Revised Code. Reference to any Section of the Ohio Revised Code means that Section of the Ohio Revised Code as enacted and amended from time to time.

2.34. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, and includes (but is not limited to) the Initial Owners, but shall not include the Community Authority.

2.35. Parcel. "Parcel" means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor or on the records of any other official authorized by Ohio law to assess real estate in the County. Should each unit of a condominium not have a separate listing on the tax duplicate as provided above, then until such time, each condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel."

2.36. Petition. "Petition" means the Petition for Organization of a New Community Authority relating to the New Community District.

2.37. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) conducts a professional, commercial (including retail) or industrial activity or any other activity permitted by law. A contractor who is an Owner or Tenant shall have a Place of Business at each of his or her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.38. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever such person is absent, such person has the intention of returning. A person shall not be considered to have lost such person's Place of Residence by leaving it temporarily with the intention of returning.

2.39. Profits. "Profits" means Profits as defined in Exhibit C attached hereto and incorporated herein by reference.

2.40. Property. "Property" means, collectively, the Initial Property and any Additional Property, the Initial Property being all of the Property unless and until any other real estate is added or removed by supplemental Declaration.

2.41. Recorded. "Recorded" means filed for record in the office of the Recorder of the County or in such other office as may be provided by law for the recordation of instruments conveying lands in the County.

2.42. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.43. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.44. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board to receive service of process.

2.45. Tenant. "Tenant" means any person or entity (i) occupying all or a portion of any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (ii) by permission of the Owner or with any other person or entity claiming under the Owner, or (iii) under a tenancy at will or sufferance.

2.46. Terms Defined in Chapter 349. The terms "Land Acquisition", "Land Development," "New Community," "New Community Authority," "New Community Development Program" and "New Community District" have the meanings given in Section 349.01 of the Ohio Revised Code provided, however, that all Land Acquisition or Land Development provided through or under, or the operation and maintenance of which are supported from the Community Development Charge, shall be consistent with the Petition, this Declaration and any applicable agreements between Union County, Ohio, and the Developer.

2.47. Utility Access/Community Fee. "Utility Access/Community Fee" means the fee established in Article X hereof.

## ARTICLE III

## EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by recording a supplemental Declaration substantially in the form of Exhibit D attached hereto and incorporated herein by reference describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners of the Property or compliance with the provisions of Article XII hereof but shall be made with the consent of the Initial Private Developer (so long as it owns

or controls any of the Property) and the Community Authority. Any such expansion shall be effective upon such supplemental Declaration being Recorded, unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All Owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as this Declaration is in effect.

## ARTICLE IV

## COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

4.01. Community Development Charge Covenant. The Developers and the other Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration), as the original Owners of their respective Parcels, hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in this Article IV and in Articles V and VI hereof. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Ohio Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of Land Acquisition, the development, construction, operation and maintenance of land, Land Development and Community Facilities, the debt service therefor and any other cost incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including, without limitation, the reimbursement of loans, advances or expenditures made to or by the Developer for such purposes) and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge, Community Fee and Utility Access/Community Fee. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, all to the extent and for the period provided in Articles V and VI hereof. The Community Fee and Utility Access/Community Fee shall be a charge and lien on each Development Parcel, and each shall also be the personal obligation of the Owner of each Development Parcel, all to the extent and for the period provided in Articles IX and X hereof.

4.04. Enforcement of Lien and Collection of Community Development Charge, Community Fee and Utility Access/Community Fee. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property

mortgage under the laws of the State of Ohio and personally against each Owner to the extent authorized under Sections 5.06, 6.17, 9.01 and 10.01. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorneys' fees. In any foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

## ARTICLE V

## ASSESSED VALUATION CHARGE

5.01. Establishment of Assessed Valuation Charge. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed Valuation of such Chargeable Parcel (the "Assessed Valuation Charge"), which may be expressed as a number of mills (one mill equals 1/10 of 1%), as determined in accordance with Section 5.02 hereof, multiplied by each dollar of the Assessed Valuation thereof. Such Assessed Valuation Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article V.

5.02. Amount of Assessed Valuation Charge. Subject to waiver, reduction, increase or termination of the Assessed Valuation Charge as provided in Sections 7.03 and 7.04 hereof, the amount of the annual Assessed Valuation Charge for each Chargeable Parcel shall be the product of (i) the Assessed Valuation for such Chargeable Parcel, multiplied by (ii) .0095 (i.e., 9.5 mills).

5.03. Payment. The annual Assessed Valuation Charge for each Chargeable Parcel shall be due and payable on the date or dates determined by the Board, provided that the Assessed Valuation Charge may not be collected more than semiannually. However, if Chapter 349 shall hereafter be amended to allow the payment of the Assessed Valuation Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly. If the Board determines to certify the annual Assessed Valuation Charge for a Chargeable Parcel to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof for any year, the entire Assessed Valuation Charge for that Chargeable Parcel will be deemed due for purposes of Section 349.07 of the Ohio Revised Code on August 1 of the preceding year; provided that, if permitted by law, the Board may provide for or require such payment to be due on other dates so as to permit the certification of the Assessed Valuation Charge not paid when due to the Auditor and provided, further, that the Community Authority

shall not be entitled to pursue the enforcement of payment of a Assessed Valuation Charge certified to the Auditor unless that Assessed Valuation Charge has not been paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Assessed Valuation Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Assessed Valuation Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Assessed Valuation Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Assessed Valuation Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Assessed Valuation Charge: (i) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03 hereof, or (ii) if such Assessed Valuation Charge was certified to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof and is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code, there shall be added to the installment (a) a penalty of ten percent (10%) thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Ohio Revised Code), provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Ohio Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months, and (C) the penalty until paid at the greater of (1) the Late Payment Rate or (2) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (c) any costs of the Community Authority incurred in connection with the enforcement of the Assessed Valuation Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Assessed Valuation Charge. To the extent any of such penalties, interest and costs owing with respect to a Assessed Valuation Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Assessed Valuation Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Ohio Revised Code with respect to a

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delinquent Assessed Valuation Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.03 hereof) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Ohio Revised Code, upon application of the Owner to the Board the Assessed Valuation shall be reduced in the same amount, and the Assessed Valuation Charge for such year shall be proportionately reduced. If any installment of such Assessed Valuation Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall only be and remain personally obligated for the payment of the Assessed Valuation Charge with respect to that Owner's Chargeable Parcel, including any penalties and interest thereon and costs of collection as provided herein, which is attributable to that Owner's period of ownership.

5.07. Assessed Valuation Charge Lien. The Assessed Valuation Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Assessed Valuation Charge on any Chargeable Parcel is not paid within the period provided in Section 5.03 hereof, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Assessed Valuation Charge with respect thereto for the current year and the amount of any unpaid Assessed Valuation Charge, including any penalty and interest for the current or any previous year. Absent the existence of any Recorded evidence of unpaid Assessed Valuation Charges, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

## ARTICLE VI
## INCOME CHARGE

6.01. Establishment of Income Charge. There may be established, for the benefit of the Community Authority as a charge on each Chargeable Parcel, an annual Income Charge upon the Income of all Residents of such Chargeable Parcel in the maximum amount of two percent (2%) of that annual Income of those Residents. On and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may implement up to one percent (1%) of the Income Charge by the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting; any Income Charge in excess of one percent (1%) may only be implemented by (a) the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting and (b) as specified in the Board resolution approving the Income Charge in excess of one percent (1%), either (i) the written consent of not less than a majority of the number of Owners of all Parcels replying to the Authority's solicitation for consent to the increased Income Charge, or (ii) the approval of a majority of electors with a Place of Residence in the New Community District and voting on the question at an election. The Board may, by resolution, approve credits against or exemptions from the Income Charge to the same extent an Ohio municipality may provide credits against or exemptions from an income tax it levies.

6.02. Income Charge with Respect to Fiscal Year Taxpayers. If, pursuant to Article VII hereof, the percentage stated in Section 6.01 hereof is reduced with respect to any calendar year, the percentage to be used in determining an Income Charge or any portion thereof attributable to the Income of a Resident who is on a fiscal year basis for federal income tax purposes shall be the sum of (i) the percentage applicable to such calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of the applicable Income Charge Year through December of such calendar year, and (ii) the percentage applicable to the following calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of such following calendar year to the end of the applicable Income Charge Year.

6.03. Proration of Income Charge. If, in any Income Charge Year, a Resident is a Resident for less than the full year, the Income Charge, or any portion thereof attributable to the Income of such Resident for such year, shall be determined by multiplying the Income Charge or respective portion thereof, which would have been payable if the Resident had been a Resident for the full year, by a fraction the denominator of which shall be the number of days in such year during which the Resident was alive, with respect to any Resident who is a natural person, or was in existence, with respect to any other Resident, and the numerator of which shall be the number of days in such year that the Resident was a Resident. If such proration does not reasonably reflect that portion of the Resident's income which was received while the Resident was a Resident, the Board may, upon the written request of the Resident or the Owner of the Chargeable Parcel to which the Income Charge relates and the presentation of supporting proof satisfactory to it, prorate the Income Charge or respective portion thereof attributable to the Income of such Resident in such other manner as may be equitable.

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6.04. Income Charge Estimate. Annually, each Resident who has received or expects to receive Income in his current Income Charge Year shall file with the Community Authority an Income Charge estimate, on a form provided by it, estimating the amount of Income Charge payable by such Resident in such year. If married Residents file a joint return for federal income tax purposes, they may file a joint Income Charge estimate. Except as otherwise provided in Section 6.05 hereof, the Income Charge estimate shall be filed on or before July 15 of each year, or in the case of a Resident whose Income Charge Year is a fiscal year, the estimate shall be filed on or before the fifteenth day of the seventh month of his Income Charge Year.

6.05. Partial Year Estimate. Each Resident who becomes a Resident within the first six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before July 15 thereof. Each Resident who becomes a Resident within the last six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before January 15 of the following Income Charge Year. In the case of a Resident whose Income Charge Year is a fiscal year, the dates July 15 and January 15 in the two preceding sentences shall be the fifteenth day of, respectively, the seventh month of his Income Charge Year and the first month after the end of such Income Charge Year.

6.06. Income Charge Return. Annually, commencing in the year following the year in which he becomes a Resident, each Resident shall file with the Community Authority an Income Charge return, on a form provided by it, stating the amount of the Resident's Income for the preceding year and the amount of Income Charge payable with respect thereto. Spouses who file a joint return for federal income tax purposes may file a joint Income Charge return.

Each Resident who is an Owner or Tenant shall, to the best of his knowledge, list on his return the name of each Tenant of such Resident during such year and the address or other identification of the Place of Residence or Place of Business leased by each such named Tenant.

Each Income Charge return shall be signed by the Resident or Residents filing the same. The Income Charge return with respect to any Income Charge Year shall be filed on or before April 15 of the following year, or in the case of a Resident whose Income Charge Year is a fiscal year, the Income Charge return or the information return with respect to any Income Charge Year shall be filed on or before the fifteenth day of the fourth month after the end of such Income Charge Year. The Board shall have the power to change the date of filing of such Income Charge returns and information returns.

6.07. Payment. One-half of the estimated Income Charge for each Income Charge Year shall be paid when the estimate for such year is filed, but in no event later than the date by which such estimate is required to be filed, and the balance of the estimated Income Charge shall be paid on or before six months after the date by which the estimate is required to be filed, except that in the case of a Resident who becomes a Resident in the last six months of any Income Charge Year, all of the estimated Income Charge shall be paid when the estimate for such year is

filed, but in no event later than the date by which such estimate is required to be filed. If the total payments made pursuant to the Income Charge estimate for any Income Charge Year are less than the Income Charge due for such year, as shown by the Income Charge return therefor, the difference shall be paid on or before the date by which the return is required to be filed. If such total payments exceed the Income Charge due, as shown by the return, the difference shall be applied as a credit against the Income Charge for the following Income Charge Year or, if a Resident certifies that his Income Charge for the following year will be less than the amount of the difference, the difference less the amount of his expected Income Charge for the following year shall be refunded to him promptly by the Community Authority. No Resident shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Resident from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Income Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Income Charge installments with respect thereto directly to the lender.

6.08. Penalty and Interest. If any installment of an Income Charge is not paid by the date provided in Section 6.07 hereof for the payment thereof, there shall be added to the installment as of the due date of such installment (i) a penalty of ten percent (10%) thereof, provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, plus (ii) interest on the sum of (1) the amount of such installment, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Income Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Income Charge. To the extent any of such penalties, interest and costs owing with respect to an Income Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Income Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant

to Section 323.31 of the Ohio Revised Code with respect to a delinquent Income Charge without the prior written consent of the Community Authority.

If the amount of Income Charge owed by a Resident in any Income Charge Year exceeds by more than twenty percent (20%) the figure listed on such Resident's Income Charge estimate for such year, there shall be added to the Income Charge a penalty of ten percent (10%) per annum on the difference between the Income Charge owed and one hundred and twenty percent (120%) of the figure listed on the estimate, plus interest at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower) on the sum of such difference and penalty. The interest shall be measured as to each installment of such Income Charge from the date on which such installment became due to the date of payment of such difference, penalty and interest. Notwithstanding the foregoing, such penalty and interest shall not be added if, in good faith, a Resident bases his Income Charge estimate upon his Income for the preceding Income Charge Year.

6.09. Income Charge Lien. The Income Charge established by Section 6.01 hereof, with respect to each Chargeable Parcel, together with any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment of the Income Charge on any Chargeable Parcel is not paid within the period provided in Section 6.07 hereof, the lien with respect to such delinquent installment shall be enforceable in the manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances, whenever perfected, on such Chargeable Parcel except real estate taxes and assessments and liens of the United States of America, the State of Ohio and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law. Such lien shall continue until paid or released as provided in this Article VI.

If a Resident who is required to file an estimate or a return hereunder fails to do so, or if the Community Authority has reason to believe that the amount of Income Charge is understated in any estimate or return, the Community Authority shall, for the purpose of bringing action to collect the Income Charge owed or for the purpose of releasing the lien, have the right to estimate the amount of Income Charge owed or, for the purpose of releasing the lien, have the right to estimate by any reasonable means the amount of Income Charge payable by any Resident.

6.10. Release of Lien in Event of Sale or Mortgage. In the event of sale or mortgaging of any Chargeable Parcel by the Owner, the Board shall have the authority to release the lien thereon attributable to the Income Charge for the current Income Charge Year. Such release shall be given only if such Owner (i) signs, causes his spouse (if any) to sign, and delivers to the Community Authority a written commitment form similar in form to the Income Charge commitment form provided in Section 6.11 hereof, (ii) causes each Resident of his Chargeable Parcel to sign and deliver to the Community Authority an Income Charge commitment form pursuant to Section 6.11 hereof, (iii) causes each Tenant of his Chargeable Parcel to sign and deliver to the Community Authority a Tenant's Income Charge commitment form as described in

Section 6.14 hereof, and (iv) as to that portion of the Income Charge for which he and his spouse are personally obligated, makes such payments into an escrow account as the Board may reasonably require. Such release of lien shall not impair the personal obligation of such Owner to the Community Authority as provided in Section 6.17 hereof.

6.11. Release of Lien for Owners Without Tenants. To the extent that any portion of any Income Charge lien on a Chargeable Parcel is attributable to the Income of a Resident thereof (other than the Owner) who is not a Tenant, the Owner may obtain a release of such portion of the lien, by delivering to the Community Authority an Income Charge commitment form signed by such Resident. By such form, such Resident shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to file all Income Charge estimates and returns required to be filed by a Resident, and (c) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (ii) appoint and designate the secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Resident; provided, however, that such appointment and designation shall become effective only if such Resident has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Resident on the Property. The Board shall prescribe the Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.12. Release of Lien for Owners with Tenants. To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant thereof under a written lease or a tenancy at will or sufferance subsequent to the term of such written lease, the Owner may obtain a release of such portion of the lien by:

(a) including in the lease those lease provisions required by Section 6.13 hereof; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

Upon written request of the Community Authority, an Owner shall deliver an executed or certified copy of any lease for any portion of a Chargeable Parcel to the Community Authority.

To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant under an oral lease or a tenancy at will or sufferance subsequent to the term of such oral lease, the Owner thereof may obtain a release of such portion of the lien by:

(a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

6.13. Required Lease Provisions. Each Owner shall include in every lease of his Chargeable Parcel or any part thereof for the benefit of the Community Authority as a third-party beneficiary the following covenants and provisions:

(a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.

(b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.

(c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.

(d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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(e) The words Community Authority, Declaration, Income Charge, Residents, Secretary of the Board and Tenant shall have the same meaning as defined in Article II of the Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio.

6.14. Tenant's Income Charge Commitment Form. By executing the Tenant's Income Charge commitment form, the Tenant shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (c) to file all Income Charge estimates and returns required to be filed by a Resident, (d) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (e) to impose the same covenants and provisions as contained in this Section in every sublease and assignment of his leasehold interest and to require that the same be imposed in every further sublease and Assignment, and (ii) appoint and designate the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of that portion of any Income Charge, together with any penalty and interest thereon, for which the Tenant is liable; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property. The Board shall prescribe the Tenant's Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.15. Release of Tenant from Guarantee. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of any other Resident of the property leased by such Tenant, except a subtenant of the Tenant or an assignee of the Tenant's leasehold interest, by delivering to the Community Authority an Income Charge commitment form as described in Section 6.11 hereof signed by such other Resident. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of a subtenant or an assignee of the Tenant's interest and all persons and entities claiming under either of them by delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof signed by such subtenant or assignee.

6.16. Records and Other Evidence; Service of Process. Each Owner of any Chargeable Parcel, by the acceptance of a deed therefor, (i) personally obligates himself to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any Income Charge return required to be filed by the Owner

hereunder, and (ii) appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Owner; provided, however, that such appointment and designation shall become effective only if the Owner is not a Resident or, having become a Resident, has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Owner on the Property.

6.17. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon and costs of collection as provided herein, which is attributable to his Income. Each Owner shall be and remain obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon, which is attributable to the Income of all other Residents thereof, but the Community Authority shall enforce collection of such portion only in accordance with Section 4.04 hereof, and an Owner shall be relieved of his obligation with respect to such portion attributable to the Income of such other Residents who have executed a commitment form pursuant to this Article VI.

6.18. Estimates and Returns. All estimates, returns and other documents described in or required by this Article VI shall be in such form as may be prescribed by the Board. The failure of any Resident to receive or procure an estimate, return, declaration or other required form shall not excuse him from filing such form or from paying his Income Charge.

All information contained in any estimate, return or other document or otherwise obtained by the Board pursuant to this Article VI shall be treated in a confidential manner and, except pursuant to subpoena or as may be necessary in connection with any action for the collection of any Income Charge or the enforcement of any lien relating thereto, no such information with respect to any Income Charge shall be disclosed. Nothing contained in this Section shall be deemed to preclude disclosure on a statistical or other basis not permitting identification of such information with particular persons or entities.

6.19. Evidence Regarding Liens. The Community Authority shall promptly furnish each Owner written acknowledgment of receipt of any commitment form relating to his parcel furnished to it pursuant to Section 6.11 and 6.12 hereof. The Community Authority shall also promptly furnish each Tenant written acknowledgement of receipt of any commitment form relating to his guarantee furnished to it pursuant to Section 6.15 hereof. Such acknowledgments shall constitute conclusive evidence of the release of the portion of the lien or guarantee attributable to the Resident or Tenant signing such commitment form.

Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the existence or absence of Income Charge liens and, to the extent known on the basis of available data, the amount thereof. Absent the existence of any Recorded evidence of unpaid

Income Charge liens, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

6.20. Income Tax Administrator. The Community Authority may appoint an Income Charge Administrator and designate others as agents to carry out its duties pursuant to this Article VI.

## ARTICLE VII

## PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

7.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

7.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Ohio Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VII.

7.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting, the Board may waive, reduce, increase or terminate all or a portion of the Community Development Charge for one or more years or to a stated date or adjust the method by which the Income Charge is calculated in a manner that reduces the Income Charge for all Residents. The reduction or waiver of a portion of the Community Development Charge authorized by this Section may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority agreement, bonds, notes or loans authorized by the Community Authority under Chapter 349.

At any Fiscal Meeting held on and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may increase the Community Development Charge or adjust the method by which the Income Charge is calculated in a manner that increases the Income Charge for any Resident by the affirmative vote of at least six (6) of the seven (7) Board members.

Except as otherwise provided in this Declaration: (i) every action taken by the Board pursuant to this Article VII shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (ii) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02 hereof. Notwithstanding any other provision of this Declaration, if a Chargeable Parcel is removed from the New Community District pursuant to a supplemental Declaration, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the New Community District; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

7.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce, increase or terminate the Community Development Charge as provided herein shall otherwise be solely within the discretion of the Board.

## ARTICLE VIII

## COMMUNITY FACILITIES

8.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Land Development within the New Community District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title of, the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Ohio Revised Code, to take out loans under Section 349.06(J) of the Ohio Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time to amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Land Development, including, but not limited to, regulations requiring use

and regarding the mode of use and limiting the number of guests of Owners and Residents who may use the Community Facilities and Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (i) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Land Development for any infraction of the rules and regulations relating to the Community Facilities or Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Land Development for any period during which the Assessed Valuation Charge or Income Charge or any other Community Fee, Utility Access/Community Fee, user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

(e) Such rights as the Board may have to grant easements in or rights of way over Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (g) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

8.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article VIII shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Land Development.

ARTICLE IX

## COMMUNITY FEE

9.01. Community Fee Covenant. The Initial Private Developer and the Initial Owners hereby covenant, and each Owner (except as exempt in Section 9.04 hereof) of any Parcel within the initial boundaries of the New Community District, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Community Fee which is applicable to the Owner's Parcel as provided in this Article IX. Each Owner shall be and remain personally obligated for the payment of the Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

9.02. Purpose of Community Fee. The Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Community Fee shall initially be allocated and paid to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution, in recognition of the increased costs incurred by Jerome Township and the increased need for fire and safety services to be provided by Jerome Township as a consequence of the development of the New Community District and as a condition of zoning, until the overall cap of $7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution is reached. Thereafter, all additional receipts from the Community Fee shall be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

9.03. Amount and Collection of Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Development Parcel within the initial boundaries of the New Community District shall pay to the Community Authority a one-time Community Fee as follows:

(a) $200 per single-family unit;

(b) $100 per multi-family unit;

(c) $0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

provided, that if a Development Parcel is further subdivided after payment of the Community Fee for that Development Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Community Fee was paid shall not be further subject to the Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Community Fee requirement. If any Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount

of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Community Fee.

9.04. Exemption from Payment of Community Fee. The Community Fee will not be charged to governmental facilities (e.g., the Township, Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

9.05. Adjustment to Community Fee. The Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

## ARTICLE X

## UTILITY ACCESS/COMMUNITY FEE

10.01. Utility Access/Community Fee Covenant. Each Owner (except as exempt in Section 10.04 hereof) of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Utility Access/Community Fee which is applicable to the Owner's Parcel as provided in this Article X. Any such Owner joining the Community Authority to access utilities must do so in accordance with the requirements of Article III hereof, and that Owner and Parcel will thereafter be subject to all Restrictions provided for in this Declaration, including, but not limited to, the obligation to pay the Community Development Charge. Each Owner shall be and remain personally obligated for the payment of the Utility Access/Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

10.02. Purpose of Utility Access/Community Fee. The Utility Access/Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Utility Access/Community Fee shall initially be allocated and paid as follows:

(a) 80% for the Community Authority to offset upfront infrastructure costs;

(b) 20% to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution.

There is an overall cap of $7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution. Once this cap is reached, all additional receipts constituting that portion of the Utility Access/Community Fee that would have been allocated and paid to the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution shall thereafter be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

10.03. Amount and Collection of Utility Access/Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall pay to the Community Authority a one-time Utility Access/Community Fee as follows:

(a) $1,000 per single-family unit;

(b) $500 per multi-family unit;

(c) $0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

provided, that if a Parcel is further subdivided after payment of the Utility Access/Community Fee for that Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Utility Access/Community Fee was paid shall not be further subject to the Utility Access/Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Utility Access/Community Fee requirement. If any Utility Access/Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Utility Access/Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Utility Access/Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Utility Access/Community Fee.

10.04. Exemption from Payment of Utility Access/Community Fee. The Utility Access/Community Fee will not be charged to governmental facilities (e.g., Jerome Township, Jerome Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

10.05. Adjustment to Utility Access/Community Fee. The Utility Access/Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Utility Access/Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

## ARTICLE XI

## DURATION, AMENDMENT AND TERMINATION

11.01. Effective Date. The Restrictions shall be effective and shall be, and be deemed, covenants running with the land when this Declaration is Recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge, Community Fee or Utility Access/Community Fee shall be collected, and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is Recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

11.02. Duration and Effect. The Restrictions (i) shall be, and be construed as, covenants running with the land; (ii) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (iii) shall inure to the benefit of and be enforceable by (a) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (b) each Owner, and (c) any Resident. The Restrictions shall continue in full force and effect unless amended, stayed or terminated pursuant to Section 11.03 hereof.

11.03. Stay or Termination of Restrictions. The Restrictions shall terminate, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the New Community District pursuant to an amendment to this Declaration; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property. No amendments to this Section shall be permitted without the written consent of 66% of the Owners at the time such amendment is proposed.

OR859 PG307

If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio, which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and each Developer owning any of the Parcels shall, within thirty (30) days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by (i) each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by (i) each Developer for the portion of the Property being Developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including, without limitation, all personal obligations and liens under this Declaration.

## ARTICLE XII

## AMENDMENTS AND SUPPLEMENTS

12.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Initial Private Developer (so long as it owns or controls any of the Property) or the Community Authority may amend or supplement this Declaration (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans; (ii) to bring this Declaration into compliance with the requirements of Chapter 349, as amended from time to time; (iii) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (iv) to grant to or confer upon the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (v) to

make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge, the Community Fee or the Utility Access/Community Fee, or to reduce or eliminate the Community Development Charge, the Community Fee or the Utility Access/Community Fee; (vi) as provided in Article III hereof; (vii) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the Petition filed pursuant to that Section to organize the Community Authority; (viii) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (ix) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and the Community Authority; (x) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III hereof or otherwise; (xi) to remove one or more Parcels from the New Community District; or (x) to make any other amendment which, in the judgment of the Community Authority, is not to the material prejudice of the Owners; provided, however, that there shall be no amendment or supplement to this Declaration by the Community Authority without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

12.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 7.03, 11.03 or 12.01 hereof, no provision of this Declaration may be amended or supplemented, in whole or in part, or terminated without the written consent of (i) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (ii) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, and (iii) the Community Authority.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code.

The Secretary shall determine (i) whether the Owners have consented to any amendment or supplement of this Declaration and (ii) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

12.03. Recording of Amendments and Supplements. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

## ARTICLE XIII

## MISCELLANEOUS

13.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

13.02. Reservation. Subject to this Declaration being recorded but prior to the New Community District being created pursuant to Chapter 349, the Developers may sell to purchasers (each, a "Purchaser" and collectively, the "Purchasers") lots or condominium interests which may comprise a part of the Property and be included as part of the New Community District (individually, a "Lot" or collectively, the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to a Lot subject to this Declaration. In order to more fully provide for the inclusion of the Lots as part of the New Community District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the New Community District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, such Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include such Purchaser's Lot within the New Community District. Acceptance by a Purchaser of a deed or other instrument of conveyance from a Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the New Community District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

13.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating, a possibility of reverter or, except as provided in Sections 5.01, 6.01 and 11.01 hereof, a condition subsequent.

13.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and

operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

13.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

13.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of the State of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner and at the times provided in this Declaration or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

[signature pages follow]

This document prepared by:

Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

OR 859 PG 311

IN WITNESS WHEREOF, Jerome Village Company, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd, a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

IN WITNESS WHEREOF, Jerome United Methodist Church, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME UNITED METHODIST
CHURCH, INC., ~~as an~~ Initial Owner

By: _____

Print Name: Judson W. Smith

Title: Chair: Administrative Council

STATE OF OHIO )
COUNTY OF UNION ) SS:

The foregoing instrument was acknowledged before me this 1 day of December, 2009, by Judson Smith, the Chair Admin Council of JEROME UNITED METHODIST CHURCH, INC., on behalf of Jerome United Methodist Church, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL · STATE OF OHIO ·

CHRISTINE M. MILLS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Union County
My Comm. Exp. 9/27/20 12

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Initial Owner

By: _____

Print Name: Dan Slone

Title: Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February, 2010, by Daniel M. Slane, the Owner of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Marcia A. McCoy

Notary MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

OR 859 PG 314

IN WITNESS WHEREOF, John R. Andrews, Trustee of the John R. Andrews Living Trust, has caused this Declaration to be executed as of the day and year first above written.

JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as an Initial Owner

John R Andrews Trustee

STATE OF OHIO )
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 5th day of November 2009, by JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARY PUBLIC STATE OF OHIO

R. LAMONT KAISER, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

R L Kaiser

Notary Public

OR 859 PG 315

IN WITNESS WHEREOF, George Edward Andrews and Rebecca J. Andrews have caused this Declaration to be executed as of the day and year first above written.

GEORGE EDWARD ANDREWS,
as an Initial Owner

REBECCA J. ANDREWS,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by GEORGE EDWARD ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013

Notary Public

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by REBECCA J. ANDREWS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013

Notary Public

OR 859 PG 316

IN WITNESS WHEREOF, William Henry Andrews has caused this Declaration to be executed as of the day and year first above written.

WILLIAM HENRY ANDREWS,
as an Initial Owner

William H. Andrews

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by WILLIAM HENRY ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

NOTARIAL SEAL STATE OF OHIO

JENNIFER L. MCGRADY
Notary Public, State of Ohio
My Commission Expires 04-24-2010

IN WITNESS WHEREOF, Jon E. Hjelm and Kathy K. Hjelm have caused this Declaration to be executed as of the day and year first above written.

JON E. HJELM,
as ~~an~~ Initial Owner

KATHY K. HJELM,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9TH day of December, 2009, by JON E. HJELM, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO
DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010

Deborah C. Molinaro
Notary Public

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9TH day of December, 2009, by KATHY K. HJELM, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO
DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010

Deborah C. Molinaro
Notary Public

OR 859 PG 318

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx have caused this Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Initial Owner

CHRISTINE S. MARX,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November 2009, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November 2009, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg have caused this Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Initial Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Initial Owner

Jennifer L. Sonnenberg

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Debra R. McNamara
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Debra R. McNamara
Notary Public My Commission Expires 5-20-2014

IN WITNESS WHEREOF, Patricia E. Williams has caused this Declaration to be executed as of the day and year first above written.

PATRICIA E. WILLIAMS,
as an Initial Owner

Patricia E Williams

STATE OF OHIO )
COUNTY OF DELAWARE ) SS:

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER 2009, by PATRICIA E. WILLIAMS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

David H Starkey
Notary Public

NOTARIAL SEAL
STATE OF OHIO

DAVID H. STARKEY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Initial Owner

Barbara J Wilcox

STATE OF OHIO )
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010 ~~2009~~, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Charles G Kaps
Notary Public

NOTARIAL SEAL STATE OF OHIO

CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Peggy W. Yerke has caused this Declaration to be executed as of the day and year first above written.

PEGGY W. YERKE,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by PEGGY W. YERKE, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Deborah Maxwell Deborah Maxwell
Notary Public

NOTARIAL SEAL STATE OF OHIO

Deborah Maxwell
Notary Public, State of Ohio
My Commission Expires 01-28-2013

EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-889-1201 Fax 614-889-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## *JEROME TWP.,UNION COUNTY / CONCORD TWP,.DELAWARE COUNTY*

Situated in the Virginia Military Lands, Jerome Township, Union County & Concord Township, Delaware County, State of Ohio, and being more particularly described as follows;

**Beginning** at the intersection of the centerline of U.S. 42 with the centerline of Harriott Road (County Road 18);

Thence N 83°43'42" E a distance of 1427.25 feet to a point;

Thence S 10°57'19" E a distance of 699.30 feet to a point;

Thence N 83°43'42" E a distance of 1250.00 feet to a point;

Thence S 10°57'19" E a distance of 532.06 feet to a point;

Thence N 78°45'30" E a distance of 926.58 feet to a point;

Thence S 11°14'30" E a distance of 267.46 feet to a point;

Thence N 78°45'30" E a distance of 158.11 feet to a point;

Thence S 11°14'30" E a distance of 234.04 feet to a point;

Thence N 83°06'00" E a distance of 516.88 feet to a point;

Thence S 11°13'56" E a distance of 263.08 feet to a point;

Thence S 11°15'03" E a distance of 683.11 feet to a point;

Thence N 84°38'48" E a distance of 1096.49 feet to a point;

Thence N 10°32'14" W a distance of 279.77 feet to a point;

Thence N 84°38'59" E a distance of 1213.36 feet to a point;

Thence N 06°18'42" W a distance of 472.92 feet to a point;

Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;

Thence S 00°26'33" E a distance of 1910.41 feet to a point;

Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;

Thence S 11°15'03" E a distance of 630.20 feet to a point;

Thence S 83°56'03" W a distance of 1996.68 feet to a point;

Thence S 11°10'46" E a distance of 266.61 feet to a point;

Thence S 11°10'46" E a distance of 830.41 feet to a point;

Thence N 83°40'24" E a distance of 169.18 feet to a point;

Thence N 83°40'24" E a distance of 1828.08 feet to a point;

Thence S 11°14'35" E a distance of 60.22 feet to a point;

Thence S 83°40'24" W a distance of 1743.24 feet to a point;

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## DESCRIPTION (CONT.)

Thence S 05°50'53" E a distance of 1520.98 feet to a point;

Thence S 06°03'50" E a distance of 1394.36 feet to a point;

Thence N 83°48'29" E a distance of 1144.08 feet to a point;

Thence S 06°08'38" E a distance of 210.55 feet to a point;

Thence N 83°49'22" E a distance of 174.83 feet to a point;

Thence S 06°19'30" E a distance of 510.71 feet to a point;

Thence N 83°40'38" E a distance of 427.22 feet to a point;

Thence N 06°10'48" W a distance of 720.33 feet to a point;

Thence N 06°05'54" W a distance of 300.09 feet to a point;

Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;

Thence N 87°09'18" E a distance of 173.19 feet to a point;

Thence S 06°00'53" E a distance of 1557.43 feet to a point;

Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;

Thence N 05°43'35" W a distance of 192.18 feet to a point;

Thence S 86°58'46" W a distance of 1224.88 feet to a point;

Thence S 06°10'48" E a distance of 318.54 feet to a point;

Thence S 06°10'48" E a distance of 293.67 feet to a point;

Thence S 85°15'33" W a distance of 210.44 feet to a point;

Thence S 06°18'26" E a distance of 403.25 feet to a point;

Thence N 83°49'28" E a distance of 209.48 feet to a point;

Thence S 06°10'48" E a distance of 210.95 feet to a point;

Thence S 83°00'43" W a distance of 627.96 feet to a point;

Thence S 06°10'48" E a distance of 313.50 feet to a point;

Thence N 83°00'43" E a distance of 305.04 feet to a point;

Thence S 06°50'14" E a distance of 161.46 feet to a point;

Thence S 83°49'46" W a distance of 12.37 feet to a point;

Thence S 06°11'08" E a distance of 120.11 feet to a point;

Thence S 83°54'05" W a distance of 246.93 feet to a point;

Thence S 06°07'16" E a distance of 105.86 feet to a point;

BENCHMARK
SURVEYING & MAPPING CO.
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Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

*DESCRIPTION (CONT.)*

Thence S 06°19'44" E a distance of 653.98 feet to a point;

Thence S 83°44'47" W a distance of 693.00 feet to a point;

Thence S 06°06'29" E a distance of 492.71 feet to a point;

Thence S 84°01'23" W a distance of 225.26 feet to a point;

Thence N 09°19'47" W a distance of 498.74 feet to a point;

Thence S 84°05'13" W a distance of 231.00 feet to a point;

Thence S 85°40'52" W a distance of 171.80 feet to a point;

Thence N 05°54'30" W a distance of 648.58 feet to a point;

Thence S 84°11'46" W a distance of 330.30 feet to a point;

Thence S 06°30'15" E a distance of 566.47 feet to a point;

Thence S 83°33'34" W a distance of 200.36 feet to a point;

Thence S 06°35'13" E a distance of 62.58 feet to a point;

Thence S 06°35'13" E a distance of 522.08 feet to a point;

Thence S 84°01'23" W a distance of 463.50 feet to a point;

Thence S 83°50'14" W a distance of 839.16 feet to a point;

Thence N 06°19'26" W a distance of 223.86 feet to a point;

Thence S 83°46'49" W a distance of 255.97 feet to a point;

Thence S 06°08'43" E a distance of 223.60 feet to a point;

Thence S 82°26'49" W a distance of 60.02 feet to a point;

Thence N 06°08'43" W a distance of 225.00 feet to a point;

Thence S 83°46'49" W a distance of 277.90 feet to a point;

Thence S 06°05'16" E a distance of 223.27 feet to a point;

Thence S 83°50'14" W a distance of 1046.26 feet to a point;

Thence N 06°04'55" W a distance of 1073.28 feet to a point;

Thence N 06°10'56" W a distance of 315.01 feet to a point;

Thence N 05°55'44" W a distance of 137.67 feet to a point;

Thence N 84°10'31" E a distance of 400.37' to a point;

Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet, with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;

Thence S 73°55'29" E a distance of 200.00 feet to a point;

BENCHMARK
SURVEYING & MAPPING CO.
70 S.Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1203

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## DESCRIPTION (CONT.)

Thence with a curve to the left having an arc length of 403.47 feet, with a radius of 505.00', with a chord bearing of N 83°11'14" E, with a chord length of 392.82 feet to a point;

Thence N 05°54'00" W a distance of 1052.93 feet to a point;

Thence N 83°54'29" E a distance of 1920.32 feet to a point;
Thence N 06°33'12" W a distance of 287.31 feet to a point;

Thence S 83°43'33" W a distance of 642.27 feet to a point;

Thence N 06°11'57" W a distance of 1384.24 feet to a point;

Thence S 83°48'29" W a distance of 2957.97 feet to a point;

Thence N 05°17'33" W a distance of 2893.87 feet to a point;

Thence N 06°25'30" W a distance of 1182.13 feet to a point;

Thence S 81°32'25" W a distance of 904.20 feet to a point;

Thence N 56°09'17" W a distance of 1555.11 feet to a point;

Thence N 36°50'53" E a distance of 1177.50 feet to a point;

Thence S 57°09'10" E a distance of 479.52 feet to a point;

Thence N 36°50'53" E a distance of 488.67 feet to a point;

Thence N 64°58'27" W a distance of 488.72 feet to a point;

Thence N 36°50'53" E a distance of 2667.74 feet to a point;

Thence N 36°51'36" E a distance of 367.26 feet to the **Point of Beginning** and containing 1399.993 acres, more or less

Daniel L. Quick, PS
Benchmark Surveying & Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

2/26/07
Date

LESS AND EXCEPT THE FOLLOWING PARCELS LEAVING A TOTAL OF 1395.388 ACRES, MORE OR LESS:

Legal Description
1.000 acre

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in official record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R.#11) with the centerline of Wells Road (C.R. #17)(60 feet wide);

thence South 80°56'00" West 1959.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;

thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Gulder dated 6/18/97.

Timothy L. Gulder R.S. #7752
240 West Third Street
Marysville, Ohio 43040
(937) 644-2656

STATE OF OHIO
TIMOTHY L. GULDER S-7752 REGISTERED PROFESSIONAL SURVEYOR

Date:
Job #97138

DESCRIPTION ACCEPTABLE
1.00 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
IS REQUIRED
DATE 11/20/97
STEVE A. STOCKE
UNION COUNTY ENGINEER

THE SALE OR EXCHANGE OF PARCELS BETWEEN ADJOINING LOT OWNERS, WHERE SUCH SALE OR EXCHANGE DOES NOT CREATE ADDITIONAL BUILDING SITES.

AND

the following REAL PROPERTY:
SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

BEING A PART OF SURVEY NO. 2991 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991 (WEST LINE OF SURVEY NO. 2365);

THENCE ALONG THE CENTERLINE OF WELLS ROAD, SOUTH 80° 56' 00" WEST (PASSING OVER A RAILROAD SPIKE FOUND AT 603.33 FEET) A TOTAL DISTANCE OF 1772.38 FEET TO A RAILROAD SPIKE SET AT THE TRUE PLACE OF DEGINNING OF THE HEREIN DESCRIBED 2.00 ACRES TRACT OF LAND;

THENCE SOUTH 09° 04' 00" EAST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 30.00 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE SOUTH 80° 56' 00" WEST A DISTANCE OF 187.00 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE NORTH 09° 04' 00" WEST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 435.89 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF WELLS ROAD;

THENCE ALONG THE CENTERLINE OF WELLS ROAD, NORTH 80° 56' 00" EAST A DISTANCE OF 187.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 2.00 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ALL IRON PINS SET ARE 5/8" SOLID RION PINS WITH YELLOW PLASTIC CAPS STAMPED STULTS & ASSOCIATES.

BEARING SYSTEM BASED ON THE CENTERLINE BEARING OF CO. RD. 17 (WELLS ROAD) SOUTH 80° 56' 00" WEST, TAKEN FROM E.L. KAUFMAN'S 1.0 ACRE TRACT OF LAND AS DESCRIBED IN DEED BOOK 241, PAGE 256.

AND

**SURVEY FOR JOHN ANDREWS**
**1.604 Acres**
**December 21, 1999**

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided ¼ interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided ¼ interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Jerome Road (CR. #11)(60 feet wide) with the centerline of Hill Road (T.R. #14);

Thence North 09°10'54" West (assumed bearing) 1927.95 feet, following the centerline of Jerome Road and passing at 1777.95 feet a magnetic nail set at the southwest corner of said 80.448 acre tract, thereafter following the west line of said 80.448 acre tract, to a magnetic nail set and marking the **place of beginning;**

Thence North 09°10'54" West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North 86°15'41" East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

Thence South 09°10'54" East 150.00 feet to an iron pin set;

Thence South 86°15'41" West 468.00 feet, passing at 437.86 feet an iron pin set, to the **place of beginning, containing 1.604 acres,** more or less, and subject to all valid easements and restrictions of record.

The above description was prepared from an actual field survey made under the supervision of Paul R. Clapsaddle, Registered Surveyor #6140 during the month of December 1999. Iron pins set are 5/8" by 30" reinforcing rods with caps marked "Clapsaddle, R.S. #6140." Bearings indicated herein are based on an assumed meridian and are to denote angles only.

ATTEST: Paul R. Clapsaddle

Paul R. Clapsaddle, R.S. #6140
19019 West Darby Road
Marysville, Ohio 43040
(937) 747-2599

STATE OF OHIO
PAUL
R.
CLAPSADDLE
6140
REGISTERED
SURVEYOR

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 12/29/99
STEVE STOLTE UNION CO. ENG

210 PAGE 94

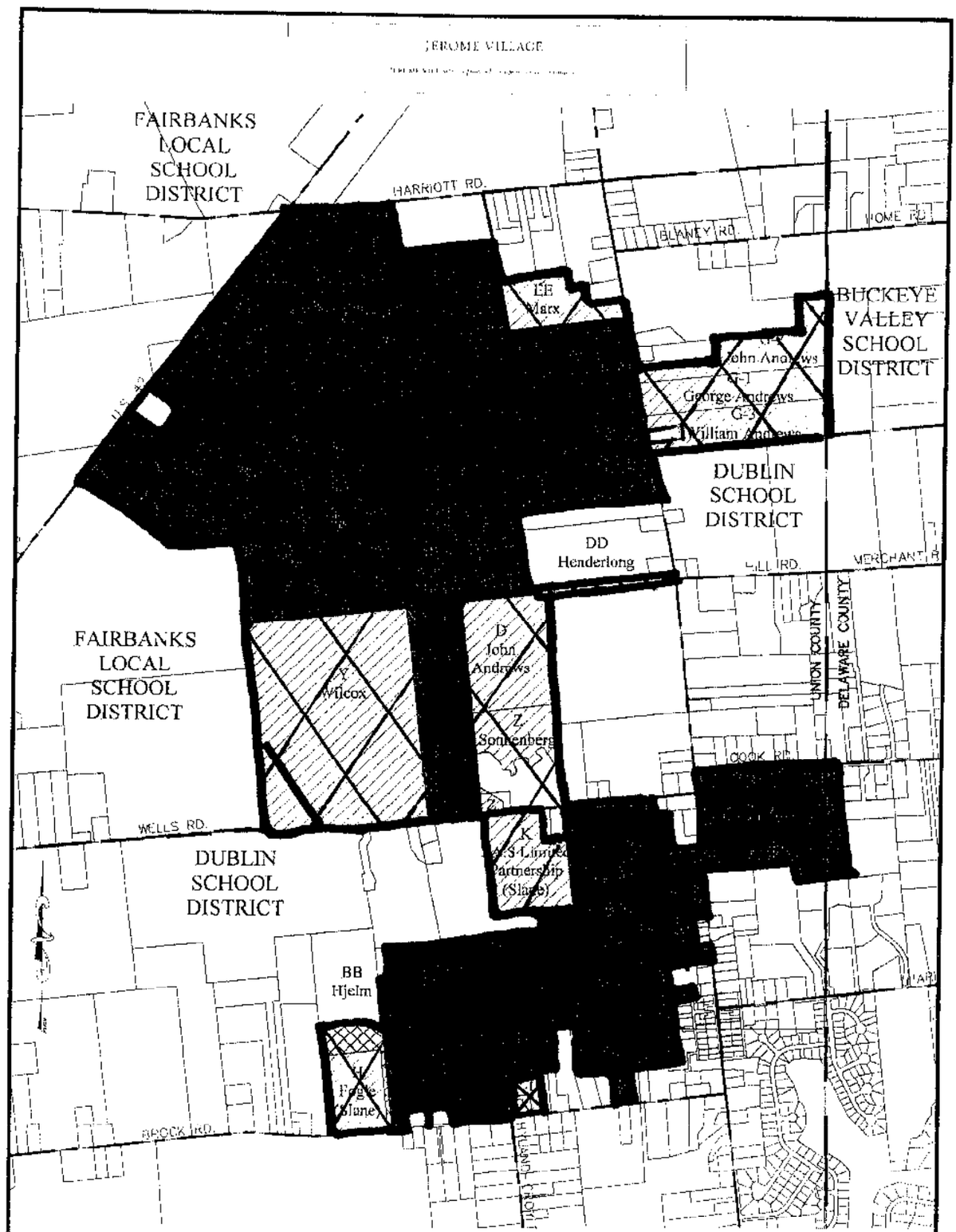
OR 859 PG 331

EXECUTION COPY

EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]




UNION COUNTY, OHIO
JEROME VILLAGE
SEPTEMBER 28, 2007

EVOLUTION

OR 859 PG 333

EXHIBIT C

PROFITS

"Profits" of a corporation means (i) net income as defined in Chapter 5733 of the Revised Code as it may from time to time be amended (or in the corresponding statute of any future Ohio corporation tax law imposed on or measured by net income), (ii) including (notwithstanding anything to the contrary in Chapter 5733 of the Revised Code) net income derived from intangible property, (iii) excluding net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iv) allocated or apportioned to the Property in the manner described below.

"Profits" of a sole proprietorship means (i) net profit as reported to the Internal Revenue Service, (ii) excluding net profit with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, (iii) less the net losses as reported to the Internal Revenue Service for the five immediately preceding Income Charge Years to the extent that such losses have not previously been subtracted from net profit in calculating Profits, as (iv) allocated or apportioned to the Property in the manner described below.

"Profits" of a person or entity other than a corporation or sole proprietorship means (i) taxable income as defined in the Internal Revenue Code (or in the corresponding statute of any future United States Internal Revenue law), (ii) excluding taxable income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iii) allocated or apportioned to the Property in the manner described below.

For the purpose of paragraphs (a) and (b) below, "net income" shall mean (i) "net profit" in the case of a sole proprietorship and (ii) "taxable income" in the case of an entity other than a corporation or a sole proprietorship.

(a) Allocation of net income:

(1) Net rents and royalties from any Parcel are allocable to the Property.

(2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.

(3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.

(4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.



OR 859 PG 334

(5) Capital gains and losses from the sale or other disposition of intangible personal property which may produce income enumerated in subparagraph (6) of this paragraph shall be allocated as set forth in such subparagraph. Capital gains and losses from the sale or other disposition of all other intangible personal property shall be allocated on the basis of commercial situs.

(6) Dividends, which are not otherwise deducted or excluded from net income, shall be apportioned to the Property in accordance with the ratio which the book value of the physical assets of the payor located on the Property bears to the book value of the total physical assets of the payor thereof located everywhere. Dividends received from payors, the location of whose physical assets is not available to the Resident, shall be apportioned as provided in subparagraph (8) of this paragraph.

(7) Patent and copyright royalties and technical assistance fees, not representing the principal source of gross receipts of the Resident are allocable to the Property to the extent that the activity of the payor thereof, giving rise to the payment, takes place on the Property.

(8) Any other net income, other than that enumerated in subparagraphs (1) to (7), inclusive, of this paragraph, shall be allocated to the Property on the basis of the apportionment mechanism provided in paragraph B below.

(b) Apportionment of net income: The amount of net income, excluding the net income which is allocable under subparagraphs A(1) through A(7), apportioned to the Property shall be determined by multiplying such net income by a fraction, the numerator of which is the sum of the property factor plus the payroll factor plus the sales factor, and the denominator of which is three, provided that the denominator of three shall be reduced by the number of factors which have a denominator of zero. The property, payroll and sales factors shall be determined as follows:

(1) The property factor is a fraction, the numerator of which is the average value of the Resident's real and tangible personal property owned or rented and used in the trade or business on the Property during the Income Charge Year and the denominator of which is the average value of all of the Resident's real and tangible personal property owned or rented and used in the trade or business everywhere during such year. There shall be excluded from the numerator and the denominator of the property factor the original cost of property within Ohio with respect to which a "pollution control facility" certificate has been issued pursuant to Section 5709.21 of the Revised Code or an "industrial water pollution control certificate" has been issued pursuant to Section 5709.21 or former Section 6111.31 of the Revised Code.

(A) Real and personal tangible property owned by a Resident is valued at its original cost. Real and personal tangible property rented by a Resident is valued at eight times the net annual rental rate. Net annual rental rate means the



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annual rental rate paid by the Resident less any annual rental rate received by the Resident from subrentals.

(B) The average value of real and personal tangible property shall be determined by averaging the values at the beginning and the end of the Income Charge Year, but the Community Authority may require the averaging of monthly values during the Income Charge Year, if reasonably required to reflect properly the average value of the property.

(2) The payroll factor is a fraction the numerator of which is the total amount paid within the Property during the Income Charge Year by the Resident for compensation, and the denominator of which is the total compensation paid everywhere by the Resident during such year:

(A) Compensation means any form of remuneration paid to an employee for personal services.

(B) Compensation is paid within the Property if:

(i) The recipient's service is performed entirely on the Property;

(ii) The recipient's service is performed both on and off the Property, but the service performed off the Property is incidental to the recipient's service performed on the Property; or

(iii) Some of the service is performed on the Property and either the base of operations, or if there is no base of operations, the place from which the service is directed or controlled is on the Property.

(C) Compensation is paid on the Property to any employee of a common or contract motor carrier corporation, who performs his regularly assigned duties on a motor vehicle both on and off the Property, in the same ratio by which the mileage traveled by such employee on the Property bears to the total mileage traveled by such employee everywhere during the Income Charge Year.

(3) The sales factor is a fraction the numerator of which is the value of business done, measured by the sum of all sales on the Property by the Resident during the Income Charge Year, and the denominator of which is the total value of its business done, measured by the sum of all sales by the Resident everywhere during such year.

(A) Sales of tangible personal property on the Property shall include all sales originating at a Place of Business on the Property where the tangible personal property is received on the Property by the purchaser. In the case of delivery of tangible personal property by common carrier or by other means of

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transportation, the place at which such tangible personal property is ultimately received after all transportation has been completed shall be considered as the place at which such tangible personal property is received by the purchaser. Direct delivery on the Property, other than for purposes of transportation, to a person or firm designated by a purchaser constitutes delivery to the purchaser on the Property and direct delivery off the Property to a person or firm designated by a purchaser does not constitute delivery to the purchaser on the Property, regardless of where title passes or other conditions of sale.

(B) Sales of other than tangible personal property on the Property shall include all sales of services, of intangible property or of real property with respect to which either the income-producing activity is performed on the Property or the income-producing activity is performed both on and off the Property and a greater proportion of the income-producing activity is performed on the Property than off it, based on costs of performance. If the income-producing activity involves the solicitation of a sale, the location of the solicitation shall control. If the sale is principally solicited by the Resident, or its agent from an office on the Property, such activity shall be allocated to the Property. If the sale is principally solicited by the Resident or its agent from an office off the Property, such activity shall not be allocated to the Property.

(c) If application of the allocations and apportionment provided for in this Exhibit does not fairly determine the Profits of a Resident attributable to the business activity actually conducted by the Resident on the Property, the Community Authority may require, or the Resident may request in writing and the Community Authority may approve, application of an alternative method of allocation and apportionment.



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EXECUTION COPY

EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

THIS _____ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY (this "_____ Supplemental Declaration") is made as of the _____ day of _____, _____, by [OWNER NAME, type of entity (the "Owner")][, JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company (the "Initial Private Developer"),] and JEROME VILLAGE COMMUNITY AUTHORITY (the "Community Authority").

WHEREAS on _____, _____, that certain Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio (the "Declaration"), was recorded at _____ in the office of the Recorder, Union County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, the [Initial Private Developer and] the Community Authority reserved the right to submit Additional Property (as that term is defined in the Declaration) to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the "Restrictions"); and

WHEREAS, the Owner, as the owner of a _____ acre tract of real property located in _____ County, Ohio, more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

[WHEREAS, the undersigned, being the Initial Private Developer and the Community Authority, hereby determine pursuant to the terms of Section 2.01 of the Declaration to permit _____ to become a party to the Declaration as an Additional Private Developer;]

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner[, the Initial Private Developer] and the Community Authority hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration



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therefore, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

IN WITNESS WHEREOF, the Owner[, the Initial Private Developer] and the Community Authority have executed this _____ Supplemental Declaration as of the date first above written.

[SIGNATORY],

[type of entity]

By:_____

Name:_____

Title:_____

STATE OF _____ )
) SS.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of [ENTITY], [type of entity], on behalf of the [ENTITY].

_____

Notary Public

This document prepared by:



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TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 FEB 23 PM 12:38
852.00

TRANSFER NOT NECESSARY
DARTY H. SNIDER, Auditor

375562

# JEROME VILLAGE

**Jerome Township, Union County, Ohio**

## MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

3

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.



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**EXHIBIT D** – Open Space Plan for Common Property

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**EXHIBIT E** – Bylaws of the Master Association



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# MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration") is made on or as of this 17 day of February, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer") and J.A.S. Limited Partnership; William H. Marx, Jr., and Christine S. Marx, husband and wife; Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife; and Barbara Wilcox, Trustee of the Charles Wilcox Trust (collectively, the "Adjoining Owners"), subject to the provisions of Article XV hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain Adjoining Owners, and real property planned and zoned by the Master Developer for certain Adjoining Owners.

C. The Master Developer is presently the owner of certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village.

D. The Adjoining Owners are presently the owners of that certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village being more particularly described in the attached Exhibit C (the "Adjoining Owner Property").

E. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

F. Detailed guidelines, consisting of the Development and Architectural Documents, as hereinafter defined, have been established to regulate all development, architecture and construction within Jerome Village. Each Parcel, as hereinafter defined, agrees to and shall be bound by such guidelines.



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G. The Master Developer deems it desirable to establish a master association for the purpose of governing the maintenance of certain areas and/or improvements constructed as part of Jerome Village, to provide for the establishment of a design review board and other management mechanisms, and to establish and provide for sub-associations to govern and maintain certain subareas and condominium regimes created within Jerome Village, for the purpose of addressing conditions and circumstances unique to individual subareas and condominium regimes created within Jerome Village.

H. To ensure the proper application of the Development and Architectural Documents, and to further the development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Jerome Village, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

I. This Master Declaration shall inure to the benefit of all future owners of all or any portion of the Property and all others claiming under or through them, as well as the Master Developer, the Adjoining Owners, and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the Property, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property, subject to the provisions of Article XV hereof. The Property consists of approximately 1,395 acres of land, more or less, from which the Master Developer and the Adjoining Owners intend to subdivide several single-family and multi-family residential subdivisions, condominium regimes, subdivisions for a town center and commercial, office, educational, government, institutional and civic uses (each subdivision or condominium regime, whether residential or commercial, may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Jerome Village and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Jerome Village on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional

parcels to, and declare them to be, subsequent Development Phases of Jerome Village. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Jerome Village, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Jerome Village may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Jerome Village is not a "planned community" for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the "Planned Community Statute"), due to the fact that the Planned Community Statute applies only to communities comprised of individual subdivided parcels which are occupied or intended to be occupied as dwelling units for use and occupancy for residential purposes by a single household or family. While certain portions of Jerome Village consist of such dwelling units, this Master Declaration also applies to Commercial Parcels. Those portions of Jerome Village that constitute a "planned community" for purposes of the Planned Community Statute shall be subject to the Jerome Village Residential Property Owners Association created as a Sub-Association hereunder, which shall comply with the provisions of the Planned Community Statute.

## ARTICLE II. DEFINITIONS

In addition to the words and terms defined elsewhere in this Master Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Additional Property" - real property that may in the future be identified, as determined by the Master Developer in its sole and unfettered discretion, as real property to be part of Jerome Village and subjected to the provisions hereof, and may include any real property presently planned by the Master Developer to become part of Jerome Village in the future, adjacent or contiguous with the Property as it is then constituted, provided that, with respect to other real property, the owner or owners thereof concur and join in with the subjecting of same to the provisions hereof.

B. "Administrative Expenses" – all costs and expenses incurred by the Master Association, the Board of the Master Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Master Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article XI Paragraph G hereof; reserves deemed necessary by the Board of the Master Association; and other usual and customary costs of master association administration.

C. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable, each organized as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

D. "Board" - the board of directors or other management body of each of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable.

E. "Bylaws" - the Bylaws of each of: (i) Jerome Village Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, (ii) the Jerome Village Commercial Property Owners Association, as further provided in Article VIII Paragraph F hereof, (iii) the Jerome Village Residential Property Owners Association, as further provided in Article IX Paragraph F hereof, and (iv) the Jerome Village Town Center Property Owners Association, as further provided in Article X Paragraph F hereof, as applicable in each case, also constituting the applicable code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

F. "Commercial Parcels" - a legally separate tax parcel created or subdivided from the Property on which commercial activities are contemplated to be conducted. Commercial Parcels include those portions of the Jerome Village Town Center used for commercial purposes, except for purposes of membership in the Commercial Property Owners Association, of which Commercial Parcels in the Town Center shall not be members, due to the fact that they are members of the Town Center Property Owners Association created hereunder.

G. "Commercial Property Owners Association" – Jerome Village Commercial Property Owners Association, being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article VIII hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels. The Commercial Property Owners Association shall be named JEROME VILLAGE COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio

non-profit corporation or other appropriate non-profit entity. Commercial Parcels located in the Town Center shall not be included in the Commercial Property Owners Association, but shall be included in the Town Center Property Owners Association.

H. "Commercial Property Declaration" – the Commercial Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels other than those located in the Town Center.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Jerome Village. All such Common Property shall be owned by the Community Authority, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property shown on the Open Space Plan for Common Property attached hereto as Exhibit D, as the same may be amended and modified with respect to final subdivision plats of Jerome Village; provided that at the full build out and completion of Jerome Village, Common Property shall equal at least forty percent (40%) of all real property included within Jerome Village.

J. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article XIV hereof.

K. "Condominium" or "Condominium Parcel" - the portions of the Property designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on the Condominium Parcel and their respective undivided interests in related common elements are referred to herein as Units. Condominiums and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments) which shall be considered Commercial Parcels for all purposes hereof, or condominium regimes designed solely for common ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

L. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

M. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

N. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals

having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Jerome Village.

O. "Developer" - a person or entity to whom a Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Commercial Parcels.

P. "Development and Architectural Documents" - the Jerome Village Property Code, the Jerome Village Commercial Center Property & Architectural Design Code and the Jerome Village Architectural Pattern Book, as modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

Q. "Development Phase" - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision, multi-family residential subdivision (including a Condominium) or non-residential development (such as a commercial development) is to be developed and constructed.

R. "Directors" – those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association, those natural Persons appointed or elected to the Board of the Commercial Property Owners Association as provided in Article VIII Paragraph E hereof and the Bylaws of the Commercial Property Owners Association, those natural Persons appointed or elected to the Board of the Residential Property Owners Association as provided in Article IX Paragraph E hereof and the Bylaws of the Residential Property Owners Association, and those natural Persons appointed or elected to the Board of the Town Center Property Owners Association as provided in Article X Paragraph E hereof and the Bylaws of the Town Center Property Owners Association, as applicable.

S. "Exempt Property" - the portions of real property comprising Jerome Village that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Union County, Jerome Township, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, (b) owned by a Sub-Association, or (c) owned by the Community Authority; provided in any such case, the same is not utilized as a residence.

T. "Governing Documents" - as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Documents, and all amendments thereto, the Community Authority Declaration, as defined in Article XIV hereof, applicable building and zoning laws, subdivision and other plats of property in Jerome Village, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents

(including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Jerome Village.

U. "Improvements" - any and all alterations to the Property which cause the Property to deviate from its natural condition or condition as of the date hereof or the date any real property is added to this Master Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within Jerome Village.

V. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Master Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel, Commercial Parcel, the Common Property, and any Property dedicated for public use; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by the Master Developer to a builder or Developer, for purposes of constructing dwellings declared under law to be Condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of Condominium Units that are authorized by law, and approved by the Master Developer, to be so constructed and declared on that parcel of real estate.

W. "Manager"- a Person retained by the Master Association Board to assist in the management of the Master Association.

X. "Master Association" - Jerome Village Master Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of enforcing the provisions of this Master Declaration. The Association shall be named JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

Y. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

Z. "Member" - any person or entity (i) entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof, (ii) entitled to membership in the Commercial Property Owners Association, as provided for in Article VIII Paragraph B hereof, (iii) entitled to membership in the Residential Property Owners Association, as provided for in Article IX Paragraph B hereof, or (iv) entitled to membership in the Town Center Property Owners Association, as provided for in Article X Paragraph B hereof, as applicable.

AA. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided from the Property on which residential apartment units are to be developed and constructed, other than Condominium Units.

BB. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer.

CC. "Parcel" - a legally separate tax parcel subdivided or created from the Property. Parcels include Lots, Units, Multi-Family Parcels and Commercial Parcels.

DD. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

EE. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B, together with the Adjoining Owner Property described on attached Exhibit C, subject, in the case of the Adjoining Owner Property, to the terms and conditions of Article XV hereof, and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all real property constituting Jerome Village shall be a part of the Property hereunder.

FF. "Residential Parcel" – means each Lot and the platted subdivision of which it is a part, each residential Condominium Unit, its undivided interest in the common elements of the Condominium of which it is a part, the Condominium of which it is a part, and each Multi-Family Parcel.

GG. "Residential Property Owners Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article IX hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Lots, Units or

Multi-Family Parcels. The Residential Property Owners Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

HH. "Residential Property Declaration" - the Residential Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Residential Parcels.

II. "Rules"- the rules and regulations governing use, occupancy and appearance of the Property and the Common Property, as may be established by the Master Association Board from time to time.

JJ. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

KK. "Sub-Association" - The Commercial Property Owners Association, the Residential Property Owners Association, the Town Center Property Owners Association and each additional sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XVII hereof.

LL. "Town Center" – That area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

MM. "Town Center Property Declaration" – the Town Center Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels within the Town Center.

NN. "Town Center Property Owners Association" - Jerome Village Town Center Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article X hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels within the Town Center. The Town Center Property Owners Association shall be named JEROME VILLAGE TOWN CENTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Lots, Units or Multi-Family Parcels located within the Town Center shall not be part of the Town Center Property Owners Association, but shall be a part of the Residential Property Owners Association.

OO. "Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

PP. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

## ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements;

D. Establishment of requirements for Jerome Village and use of the Property;

E. To create, maintain and preserve the quality of life for all Owners and residents of Jerome Village; and

F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, and the collection of funds to fulfill its objectives.

## ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use. Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels. No Improvements may be constructed, modified or demolished by a Developer or

Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended pursuant to Exhibit D and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Parcels and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, and the Rules.

C. Use of Condominium Parcel. Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed on any Condominium Parcel until and unless the plans therefore have been approved by the Design Review Board, as further provided in Article V hereof.

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

E. Signs. All signage located within Jerome Village shall comply with the signage requirements of the Development and Architectural Documents.

F. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. The foregoing shall not apply to pet stores located on Commercial Parcels. Up to two (2) horses may be kept on any residentially planned and zoned Parcel having in excess of five (5) acres that is not a Condominium.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any Unit or dwelling or structure erected on

any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot, Unit or Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots, Multi-Family Parcels or Condominium Parcels without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit a Lot or Unit Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot, Unit or apartment unit located on a Multi-Family Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Lot, Multi-Family Parcel or Condominium Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on Lots, Multi-Family Parcels or Condominium Parcel, including, without limitation, sheds or barns. Storage buildings shall be permitted on Multi-Family Parcels and Condominium Parcels only as permitted by the Design Review Board pursuant to Article V hereof. Open storage and storage buildings shall be permitted on Commercial Parcels only as permitted by the Design Review Board pursuant to Article V hereof.

J. Hotel/Transient Uses; Leases. No Lot, Multi-Family Parcel or Condominium Unit may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All residential leases shall be in writing and shall be subject to this Master Declaration.

K. Vehicles. The Master Association Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Jerome Village (excluding parking on Multi-Family Parcels and Commercial Parcels) in accordance with plans approved by the Design Review Board. In addition to their authority to levy Parcel Assessments as penalties for the violation of the Rules, the Master Association Board shall be authorized to cause the removal of any vehicle violating the Rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot or on any portion of any Multi-Family Parcel or Condominium Parcel (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) consecutive hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction or maintenance of residences on the Lots, Multi-Family Parcels and Condominium Parcel.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the

conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident's family.

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and Development Phases, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered sanitary containers, screened from view.

M. Antennae; Clotheslines. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, Multi-Family Parcel or Condominium Parcel, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Lot, Multi-Family Parcel or Condominium Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

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

O. Holiday Displays. Any exterior holiday displays placed on any Lot, Unit, Multi-Family Parcel or Condominium, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Master Association Board shall be permitted to establish Rules regarding holiday displays.

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, Multi-Family Parcel or Condominium Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property. The foregoing restrictions as to propane gas and fuel oil tanks shall not apply to Parcels in excess of five (5) acres not developed as Condominiums, multi-family apartments or Commercial Parcels, and the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds located on the Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be

responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement street tree planting requirements relative to Commercial Parcels and within Condominium Parcels and Multi-Family Parcels.

R. Mailboxes. The Master Developer shall designate a uniform style of curbside mailbox for all Lots in a Development Phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each Development Phase. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by the Master Developer.

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Documents.

T. Fencing. As further provided in the Development and Architectural Documents, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The Design Review Board may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

U. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV Paragraph U shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, Multi-Family Parcel or Condominium Parcel, all fencing, screening and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening and landscaping are considered Improvements and must be approved by the Design Review Board.

V. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to

the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

X. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of Jerome Village.

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

Z. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, the Union County, Ohio Subdivisions Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations.

## ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

A. Design Review Board. There is hereby created and constituted the Jerome Village Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned mixed use communities such as Jerome Village. At all times, the Design Review Board

shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property. The Design Review Board shall be governed in their review and approval by the Development and Architectural Documents.

The Design Review Board shall have the exclusive authority to interpret and define the Development and Architectural Documents. Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and approval prior to submission to any governmental body for review and approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Parcel, to comply with, and to cause such Owner's property and any occupant thereof to comply with the standards promulgated by the Development and Architectural Documents, as interpreted by the Design Review Board. No Development of a Development Parcel shall be undertaken and no Improvement shall be placed, erected, constructed or installed on the Property by any Developer or Owner, no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer, other building company, contractor or Owner shall be permitted, and no other changes to the exterior elevation of any existing Improvement, including changes to exterior colors, fixtures, or roof shall be made, without, until and unless the Developer, builder, contractor or Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Master Declaration. Improvements, additions and modifications to structures and/or alterations to natural or permitted improved site conditions, including landscaping and tree removal, after the original site construction has been completed as approved by the Design Review Board, shall be subject to the prior written approval of the Design Review Board.

B. Modifications. No Person shall construct any Improvement on the Property, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Documents, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and the Development and Architectural Documents; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best

interest of the community and is within the spirit of the standards of the Development and Architectural Documents. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board and the Development and Architectural Documents, and separate approval therefore by the Design Review Board is not required. In addition, the Design Review Board shall have the right, upon review of submitted standard building plans from the individual Development Phase Developers, to pre-approve building plans. Upon approval by the Design Review Board, such building plans shall be deemed approved by the Design Review Board; subject, however, to the further requirement that such pre-approved building plans shall require further submissions to the Design Review Board for each use of such plans for review and approval by the Design Review Board of proposed construction materials, exterior colors, lot orientation, lot setbacks and landscaping.

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Jerome Village and shall be the sole and exclusive authority for interpretation of the Development and Architectural Documents, subject to the provisions of Article V Paragraph G hereof.

F. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, condominium development approval, construction permit, building permit or variance pertaining to any Improvements to be developed, constructed or installed within Jerome Village unless and until the Design Review Board has endorsed its written approval thereon.

G. Amendments, Modifications and Amplifications of Development and Architectural Documents. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to amend, modify and amplify the Development and Architectural Documents, subject to the terms and conditions of the zoning and governmental approvals pertaining to Jerome Village. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Documents.

H. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

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

J. Green Concept Development. Jerome Village is a "Green Concept Development", meaning key natural features will be identified and preserved within the Common Property. Storm water for Jerome Village will be handled through low impact designated drainage systems with extensive use of bio-swales, thus insuring rainwater will be returned to the aquifer. Major wetlands will be maintained and created to purify water and create wildlife habitat. The Master Developer, the Design Review Board and the Master Association shall each have enforcement rights hereunder to preserve and protect all bio-swales, wetlands and drainage systems installed with Jerome Village.

K. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XIX Paragraph B hereof.

## ARTICLE VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

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

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping,

storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

F. No-Build Zones. Any areas designated on any recorded plat of Jerome Village, or in prior deed restrictions as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements.

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

## ARTICLE VII. THE MASTER ASSOCIATION

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

B. Governance. Voting and all other matters regarding the governance and operation of the Master Association shall be set forth herein and in the Master Association's Articles of Incorporation and Bylaws, including all amendments hereto and thereto.

C. Composition of Master Association Board. At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of one (1) Director elected from each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Each Director of the Master

Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

D. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to this Master Declaration or the Master Association, except as otherwise provided herein or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Master Association shall be as set forth in the attached Exhibit E, subject to amendment as permitted therein.

## ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Commercial Parcel (other than Commercial Parcels located in the Town Center), there shall be created as a Sub-Association of the Master Association, the Commercial Property Owners Association and the Commercial Property Declaration shall be filed against and encumber such Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel (other than Commercial Parcels located in the Town Center), the Commercial Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed, such that at all times, all Commercial Parcels (other than the Commercial Parcels located in the Town Center) shall be encumbered by the Commercial Property Declaration. At all times, the Commercial Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not

terminate a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Commercial Property Owners Association shall be set forth in the Commercial Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Commercial Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Commercial Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Commercial Property Owners Association, being the Master Developer. In all Commercial Property Owners Association matters involving a vote, the Master Member of the Commercial Property Owners Association shall have one (1) vote for each Commercial Parcel of the Property (whether or not such Commercial Parcel has been transferred to a Developer or individual Commercial Parcel Owner); until such time as the Commercial Parcel Owners become voting members of the Commercial Property Owners Association, as provided in Article VIII Paragraph D.2. hereof, after which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in its role as Master Member of the Commercial Property Owners Association but shall retain voting rights only as a Commercial Parcel Owner Member to the extent applicable.

2. Commercial Parcel Owner Members. Each Owner of a Commercial Parcel (excluding Commercial Parcels in the Town Center) shall be a member of the Commercial Property Owners Association. Sub-Associations created as permitted by Article XVII Paragraph B hereof shall not be Members of the Commercial Property Owners Association. The Commercial Parcel Owner Members shall not be voting members of the Commercial Property Owners Association until the Turnover Date, at which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in the Commercial Property Owners Association in its role as Master Member and each Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Commercial Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 15,000 sq. ft. of building Improvements (or portion thereof if less than 15,000 sq. ft.).

Irrespective of whether the Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Commercial Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Commercial Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Commercial Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Commercial Property Owners Association consisting of three (3) natural persons who own or represent the owners of Commercial Parcels (other than Commercial Parcels located in the Town Center). Each Director of the Commercial Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Commercial Property Owners Association shall expire annually.

## ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Residential Parcel, there shall be created as a Sub-Association of the Master Association, the Residential Property Owners Association and the Residential Property Declaration shall be filed against and encumber such Residential Parcel. Thereafter, prior to the development of any additional Residential Parcel, the Residential Property Declaration shall be amended and expanded to encumber each such Residential Parcel being developed, such that at all times, all Residential Parcels shall be encumbered by the Residential Property Declaration. At all times, the Residential Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer, each Lot or Unit Owner and each Owner of a Multi-Family Parcel shall have a membership in the Residential Property Owners Association,

and by acceptance of a deed to a Lot, Unit or Multi-Family Parcel, every Lot, Unit or Multi-Family Parcel Owner agrees to and acknowledges being a Member of the Residential Property Owners Association. Membership in the Residential Property Owners Association is a right appurtenant to and inseparable from a Lot, Unit or Multi-Family Parcel Owner's fee simple title in a Lot, Unit or Multi-Family Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot, Unit or Multi-Family Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Lot, Unit or Multi-Family Parcel Owner's membership. No Lot, Unit or Multi-Family Parcel Owner, whether one or more Persons, shall have more than one membership per Lot, Unit or Multi-Family Parcel owned. In the event a Lot, Unit or Multi-Family Parcel Owner consists of more than one Person, such Persons shall have one membership in the Residential Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Residential Property Owners Association shall be set forth in the Residential Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Residential Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Residential Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Residential Property Owners Association, being the Master Developer. In all Residential Property Owners Association matters involving a vote, the Master Member of the Residential Property Owners Association shall have one (1) vote for each planned residential Lot, each Unit and each Multi-Family Parcel of the Property (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a Developer or individual Lot, Unit or Multi-Family Parcel Owner); until such time as the Lot, Unit or Multi-Family Parcel Owners become voting members of the Residential Property Owners Association, as provided in Article IX Paragraph D.2. hereof, after which time, the Master Member of the Residential Property Owners Association shall no longer have any voting rights in its role as Master Member of the Residential Property Owners Association but shall retain voting rights only as a Lot, Unit or Multi-Family Parcel Owner Member to the extent applicable.

2. Lot, Unit or Multi-Family Parcel Owner Members. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Owner of a Multi-Family Parcel shall be a member of the Residential Property Owners Association. Sub-Associations created as permitted by

Article XVII hereof and Condominium Associations shall not be Members of the Residential Property Owners Association. The Lot, Unit or Multi-Family Parcel Owner Members shall not be voting members of the Residential Property Owners Association until the Turnover Date, at which time the Master Member of the Residential Property Owners Association shall no longer have any voting rights in the Residential Property Owners Association in its role as Master Member of the Residential Property Owners Association and each Lot, Unit or Multi-Family Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Residential Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Lot, Unit or Multi-Family Parcel Owner shall be determined as follows:

> Each Lot Owner shall have one vote, each Unit Owner shall have one vote and the Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Lot, Unit or Multi-Family Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Residential Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Residential Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Residential Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Residential Property Owners Association consisting of three (3) natural persons who own or represent the Lot, Unit and Multi-Family Parcel Owners. Each Director of the Residential Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Residential Property Owners Association shall expire annually.

## ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to development of any portions of the Town Center as a Commercial Parcel, there shall be created as a Sub-Association of the Master Association, the Town Center Property Owners Association and the Town Center Property Declaration shall be filed against and encumber such portions of the Town Center thereby



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developed as a Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel in the Town Center, the Town Center Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed in the Town Center, such that at all times, all Commercial Parcels located in the Town Center shall be encumbered by the Town Center Property Declaration. At all times, the Town Center Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Town Center Commercial Parcel shall have a membership in the Town Center Property Owners Association. and by acceptance of a deed to a Town Center Commercial Parcel, every Owner of a Town Center Commercial Parcel agrees to and acknowledges being a Member of the Town Center Property Owners Association. Membership in the Town Center Property Owners Association is a right appurtenant to and inseparable from a Town Center Commercial Parcel Owner's fee simple title in a Town Center Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Town Center Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Town Center Commercial Parcel Owner's membership. No Town Center Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Town Center Commercial Parcel owned. In the event a Town Center Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Town Center Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Town Center Property Owners Association shall be set forth in the Town Center Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Town Center Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Town Center Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Town Center Property Owners Association, being the Master Developer. In all Town Center Property Owners Association matters involving a vote, the Master Member of the Town Center Property Owners Association shall have one (1) vote for each Town Center Commercial Parcel of the Property (whether or not such Town Center Commercial Parcel has been transferred to a Developer or individual Town Center Commercial Parcel Owner); until such time as the Town Center Commercial Parcel Owners become voting members of the Town Center Property Owners Association, as provided in Article X Paragraph D.2. hereof, after which time, the Master Member of the Town Center

Property Owners Association shall no longer have any voting rights in its role as Master Member of the Town Center Property Owners Association but shall retain voting rights only as a Town Center Commercial Parcel Owner Member to the extent applicable.

2. Town Center Commercial Parcel Owner Members. Each Owner of a Town Center Commercial Parcel shall be a member of the Town Center Property Owners Association. Sub-Associations created as permitted by Article XVII hereof shall not be Members of the Town Center Property Owners Association. The Town Center Commercial Parcel Owner Members shall not be voting members of the Town Center Property Owners Association until the Turnover Date, at which time the Master Member of the Town Center Property Owners Association shall no longer have any voting rights in the Town Center Property Owners Association in its role as Master Member and each Town Center Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Town Center Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Town Center Commercial Parcel Owner shall be determined as follows:

> One vote shall be given to each Owner and additional votes shall be given to Owners of Town Center Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 5,000 sq. ft. of building Improvements (or portion thereof if less than 5,000 sq. ft.).

Irrespective of whether the Town Center Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Town Center Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Town Center Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Town Center Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Town Center Property Owners Association consisting of three (3) natural persons who own or represent the Town Center Commercial Parcel Owners. Each Director of the Town Center Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the

Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

## ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

A. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

B. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

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

D. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each homeowners association may from time to time determine.

E. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Master Association Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property



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owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

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

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

H. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Master Association Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Master Association Board:

1. information that pertains to personnel matters;

2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners; and

5. information, the disclosure of which is prohibited by state or federal law.

## ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

## ARTICLE XIII. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole

benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

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

## ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

## ARTICLE XV. ADJOINING OWNER PROPERTY

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

## ARTICLE XVI. COMMON PROPERTY

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners and the Master Association, and in the case of Common Property owned by the Community Authority, the public at large; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

## ARTICLE XVII. SUB-ASSOCIATIONS

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

D. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

E. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

F. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

## ARTICLE XVIII. MASTER DEVELOPER AS SOLE MASTER DEVELOPER; ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

## ARTICLE XIX. MISCELLANEOUS

A. Term. This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Master Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Master Association Board to terminate this Master Declaration.

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

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such

amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Lots, Units or Multi-Family Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by the Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (c) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on such date has consented to such amendment in writing. From and after the Turnover Date, the Master Association Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, that from and after the Turnover Date, the Master Association Board shall have no right or power to modify or amend the provisions of Article XVIII hereof. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such additional property is part of the Property. An amendment to this Master Declaration shall not require the joinder or consent of any Developer, the Master Association, the Master Association Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Master Association Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Master Association Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio and Delaware County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not

limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Master Association Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

1. any amendment of this Master Declaration or the Bylaws;

2. any termination of the Master Association; and

3. any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article XI Paragraph I hereof.

G. Indemnification. The Master Association shall indemnify every Master Association Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Association Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Master Association Board members, officers and trustees of the Master Association and the members of the Design Review Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Master Association Board members, officers and trustees of the Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Master Association Board members, officers or trustees may also be Members of the Master Association), and the Master Association shall indemnify and forever hold its Master Association Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Master Association Board or Design Review Board member, officer or trustee, or former Master Association Board or Design Review Board member, officer or trustee, may be entitled.

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

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

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

*Signature page to follow.*

IN WITNESS WHEREOF, Jerome Village Company, LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

**Stewart Title Agency of Columbus Box** 20101153 cm

{00019142-16}



OR 907 PG 614

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Adjoining Owner

By: _____
Name: Dan Stone
Title: Member

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 3rd day of February, 2011, by Dan Stone, the Member of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

{00019142-16}



OR 907 PG 615

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Adjoining Owner

CHRISTINE S. MARX,
as an Adjoining Owner

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

{00019142-16}



OR 907 PG 616

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Adjoining Owner

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C

Notary Public

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Notary Public

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Master Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Adjoining Owner

Barbara J Wilcox

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

Charles G Kaps
Notary Public

{00019142-16}



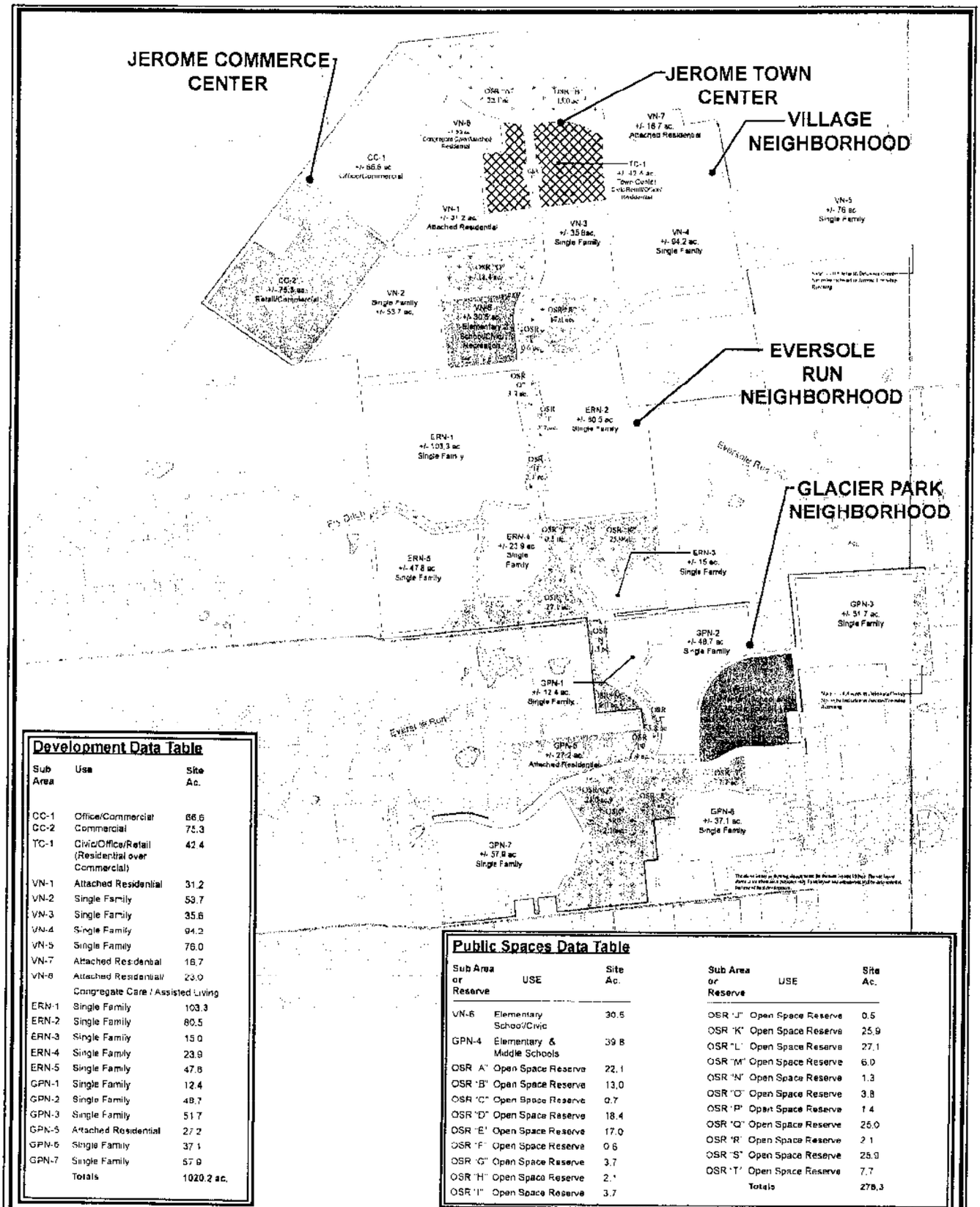
OR 907 PG 618

## LIST OF EXHIBITS

| | |
|---|---|
| EXHIBIT A | Master Plan Area for Jerome Village |
| EXHIBIT B | Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration |
| EXHIBIT C | Initial Property owned by Adjoining Owners Subject to this Master Declaration |
| EXHIBIT D | Open Space Plan for Common Property |
| EXHIBIT D-1 | Delaware County Open Space |
| EXHIBIT E | Bylaws of the Master Association |

EXHIBIT A

MASTER PLAN AREA FOR JEROME VILLAGE




## Development Data Table

| Sub Area | Use | Site Ac. |
|---|---|---|
| CC-1 | Office/Commercial | 86.6 |
| CC-2 | Commercial | 75.3 |
| TC-1 | Civic/Office/Retail (Residential over Commercial) | 42.4 |
| VN-1 | Attached Residential | 31.2 |
| VN-2 | Single Family | 53.7 |
| VN-3 | Single Family | 35.6 |
| VN-4 | Single Family | 94.2 |
| VN-5 | Single Family | 76.0 |
| VN-7 | Attached Residential | 16.7 |
| VN-8 | Attached Residential/ Congregate Care / Assisted Living | 23.0 |
| ERN-1 | Single Family | 103.3 |
| ERN-2 | Single Family | 80.5 |
| ERN-3 | Single Family | 15.0 |
| ERN-4 | Single Family | 23.9 |
| ERN-5 | Single Family | 47.8 |
| GPN-1 | Single Family | 12.4 |
| GPN-2 | Single Family | 48.7 |
| GPN-3 | Single Family | 51.7 |
| GPN-5 | Attached Residential | 27.2 |
| GPN-6 | Single Family | 37.1 |
| GPN-7 | Single Family | 57.9 |
| | Totals | 1020.2 ac. |

## Public Spaces Data Table

| Sub Area or Reserve | USE | Site Ac. |
|---|---|---|
| VN-6 | Elementary School/Civic | 30.6 |
| GPN-4 | Elementary & Middle Schools | 39.8 |
| OSR "A" | Open Space Reserve | 22.1 |
| OSR "B" | Open Space Reserve | 13.0 |
| OSR "C" | Open Space Reserve | 0.7 |
| OSR "D" | Open Space Reserve | 18.4 |
| OSR "E" | Open Space Reserve | 17.0 |
| OSR "F" | Open Space Reserve | 0.6 |
| OSR "G" | Open Space Reserve | 3.7 |
| OSR "H" | Open Space Reserve | 2.1 |
| OSR "I" | Open Space Reserve | 3.7 |
| OSR "J" | Open Space Reserve | 0.5 |
| OSR "K" | Open Space Reserve | 25.9 |
| OSR "L" | Open Space Reserve | 27.1 |
| OSR "M" | Open Space Reserve | 6.0 |
| OSR "N" | Open Space Reserve | 1.3 |
| OSR "O" | Open Space Reserve | 3.8 |
| OSR "P" | Open Space Reserve | 1.4 |
| OSR "Q" | Open Space Reserve | 25.0 |
| OSR "R" | Open Space Reserve | 2.1 |
| OSR "S" | Open Space Reserve | 25.9 |
| OSR "T" | Open Space Reserve | 7.7 |
| | Totals | 278.3 |

Sub Area Land Use Plan

JEROME VILLAGE

OR 907 PG 620

Developer

Nationwide Realty Investors

**EXHIBIT B**
**INITIAL PROPERTY OWNED BY THE DECLARANT AND THE MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION**

Tract A (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract:

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract;

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26



OR 907 PG 621

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 1/4" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 1/4" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

**Tract B (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

**Tract F (Highland Capital Partners, LLC)**

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

**Tract J (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, etal tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 1/4" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a 3/4" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.



OR 907 PG 625

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

**Tract C (Hufnagle)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

**Tract E (Weeks Family Limited Partnership)**

**Parcel 1**

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14'19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a ¾ inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

**Parcel 2**

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;



OR 907 PG 627

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

**Tract H (Yerke)**

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

**Tract I (Highland Capital Partners, LLC)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Priday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Priday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

**Tracts N & R**
**Parcel 1 (Miller)**

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 14' 40" West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South 83° 43' 01" West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South 83° 06' 35" West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North 06° 15' 42" West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North 83° 35' 44" East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South 11° 13' 29" East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North 83° 19' 38" East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 40" East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South 83° 43' 01" West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

**Parcel 2 (Bonta)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christoper Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

**Tract O (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 ½" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 ½" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 ½" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 ¼" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off ¾" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

**Tract P (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

**Tract Q (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338 , Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly lien of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a ¾ inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

**Tract T (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a ¾ inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

**Tract U (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a ¾ inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

**Tract V (Newman)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

**Tract W (Mechenbier)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

OR 907 PG 636

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a ¾ inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

**Tract X (Fry)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a ¾ inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a ¾ inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a ¾ inch diameter iron pipe found at 33.04 feet) to a ¾ inch diameter iron pipe found;

OR 907 PG 637

Thence South 83° 57' 41" West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

**Tract Y**

**Parcel 1 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North 83° 21' 07" East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGNNING;

Thence North 06° 46' 09" West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South 11° 20' 11" East a distance of 891.26 feet to a ½ inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South 83° 40' 24" West a distance of 1105.10 feet (passing a ¾ inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South 83° 21' 07" West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

**Parcel 2 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

**Parcel 3 (Weeks)**

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

**Tract AA (Johnston)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);



OR 907 PG 639

Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32" East a distance of 1391.26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

**Tract DD (Henderlong)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

**Tract FF (Select Sires)**

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

**Tract KK (Williams)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a ¾ inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

**Tract United Methodist Church**

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company , L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

**Former Barbara Wilcox, Trustee Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

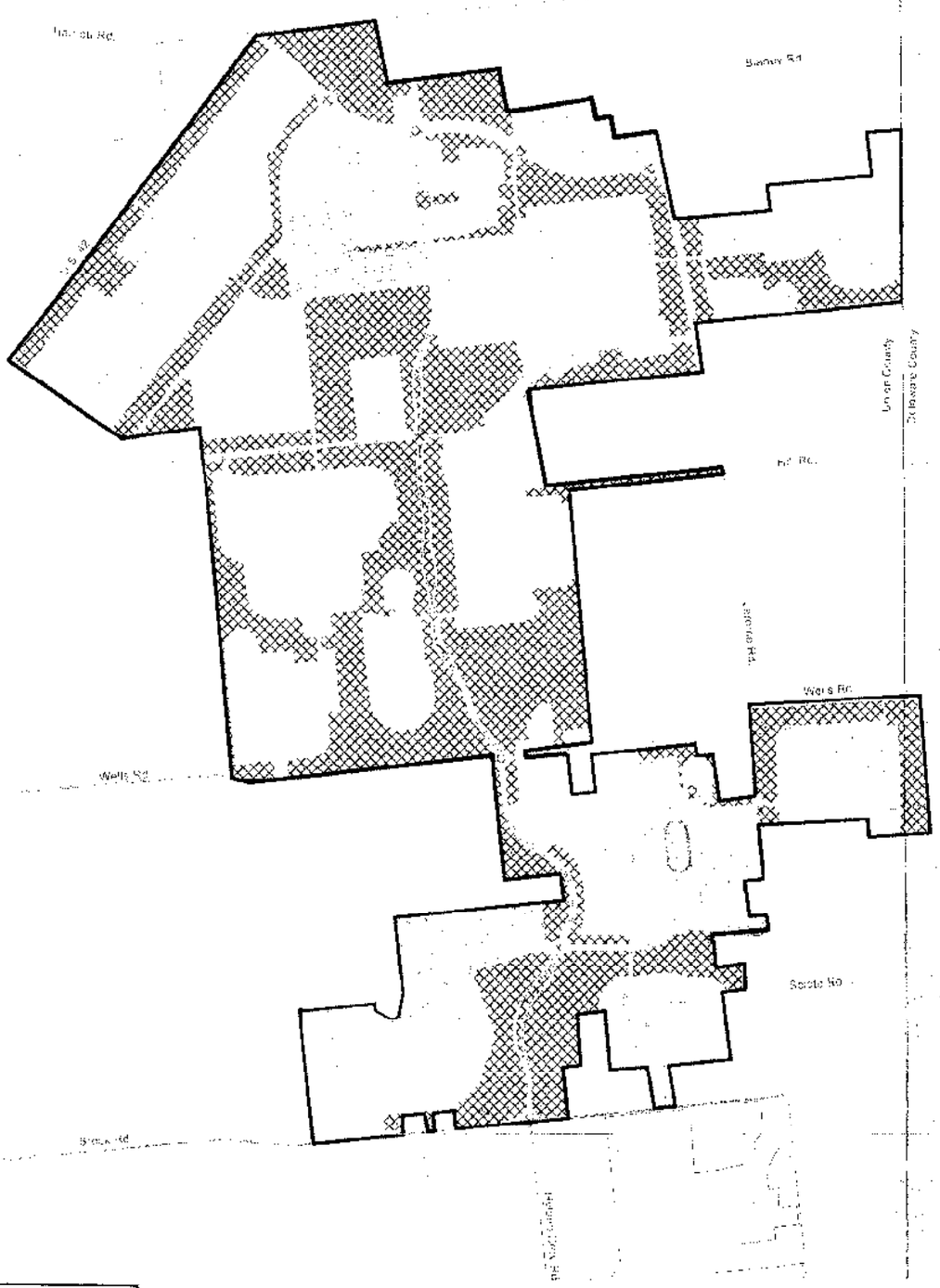
Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

EXHIBIT D
Open Space Plan for Common Property




**OPEN SPACE KEY**

Public Open Space

Public Open Space Plan

JEROME VILLAGE

Developer: Nationwide Realty Investors

OR 907 PG 644

**EXHIBIT E**

# BYLAWS
# (CODE OF REGULATIONS)
# OF
# JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC.

## SECTION I: NAME AND LOCATION

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the "Board") shall be as set forth herein.

## SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio and the Recorder of Delaware County, Ohio.

## SECTION III: MASTER ASSOCIATION

1. Membership in Master Association. Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Master Association. The Master Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to the Master Declaration or the Master Association, except as otherwise provided in the Master Declaration, these Bylaws or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Jerome Village Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

## SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

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

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Administrative Expenses as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

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

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

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

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common

receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

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

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The

managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

## SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or by law, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

## SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

## SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

## SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Master Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Master Association and terminate at the end of the next following 31st day of December.

## SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Jerome Village Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

## SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in

which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

(a). Property insurance on the Common Property;

(b). Liability insurance pertaining to the Common Property;

(c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

## SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder and the Delaware County, Ohio Recorder.

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Signature Page Follows



OR 907 PG 656

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2011.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

**Former John Andrews Trustee Tract (I)**

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John. R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

**Former John Andrews Trustee Tract (II)**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605. 86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

**Former William Henry Andrews Tract**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing

an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South 84° 11' 51" West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North 84° 11' 52" East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North 11° 15' 03" West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South 84° 11' 52" West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

**Former George Edward and Rebecca Andrews Tract**

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North 84° 12' 06" East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 454.81 feet to an iron pin set;

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South 84° 11' 55" West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

**Tract Hjelm**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1363.80 feet to a survey nail found;

Thence North 06° 03' 56" West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South 83° 51' 24" West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North 06° 10' 56" West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North 05° 55' 44" West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North 84° 10' 31" East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South 84° 52' 29" East for a distance of 226.04 feet, and a delta angle of 21° 54' 00" to a 5/8 inch diameter iron pin found;

Thence South 73° 55' 29" East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South 06° 00' 55" East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.

# BENCHMARK
## SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202


**DESCRIPTION OF 0.478 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

**Commencing** at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres,** more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

January 11, 2011

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL
L.
QUICK
7803
REGISTERED
PROFESIONAL SURVEYOR

Date
Rev: 2/5/11

*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 664

BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

**DESCRIPTION OF 1.342 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North 06° 00' 55" West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 15° 54' 56", a chord bearing North 88° 12' 18" West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North 06° 00' 55" West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South 73° 55' 29" East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for **an arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

January 11, 2011
Date
Rev: 2/4/11

*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 666

**EXHIBIT C**
**INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION**

**Wilcox Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05° 17' 33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

Less and Except

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.



OR 907 PG 668

JAS

**Exhibit A**

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS

WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR UTILITIES AS MORE PARTICULARLY SET FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

Marx



EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750), and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helen L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

Sonnenberg Tract 1

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 29" West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South 83° 48' 29" West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 59' 32" West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of 90° 14' 54", and a chord bearing South 51° 06' 59" East a distance of 403.92 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.



OR 907 PG 672

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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## 16.109 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

***COMMENCING*** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the ***TRUE POINT OF BEGINNING***;

Thence **North 84° 24' 03"West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59"West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27"West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51"West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17"West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;



OR 907 PG 673

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Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the ***TRUE POINT OF BEGINNING*** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

*The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.*

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date



OR 907 PG 674

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

**19.130 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

***COMMENCING*** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the ***TRUE POINT OF BEGINNING***;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;



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DAN QUICK, P.S., L.S.

Thence along the grantors easterly line and the westerly line of said 7.637 acre tract **South 06° 03' 50" East** a distance of **583.24 feet** (passing an iron pin set at 553.24 feet) to the ***TRUE POINT OF BEGINNING*** and containing **19.130 acres**, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date
Revised: Mar.20, 2009



OR 907 PG 676

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 MAR 29 PM 12:34
392.00

TRANSFER NOT NECESSARY
MAR 29 2011
ANDREA L. WEAVER, AUDITOR
BY

TRANSFER NOT NECESSARY
JAN 11 2011
ANDREA L. WEAVER, AUDITOR
BY

376342

# JEROME VILLAGE

---

**Jerome Township, Union County, Ohio**

## RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.

{00032668-4}

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**EXHIBIT A** Master Plan Area for Jerome Village

**EXHIBIT B** Initial Property owned by Declarant Subject to this Declaration

**EXHIBIT C** Bylaws of Residential Property Owners Association



OR 911 PG 925

# JEROME VILLAGE

**Jerome Township, Union County, Ohio**

## RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "Declaration") is made on or as of this 24th day of March, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer"). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain adjoining land owners, and real property planned and zoned by the Master Developer for certain adjoining land owners.



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C. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

D. The Master Developer and certain adjoining land owners have previously filed of record a Master Deed Declaration, Restriction and Bylaws dated as of December 1, 2010 and recorded on February 23, 2011 as Official Record 907, Page 572, Union County Recorder's Office and as Official Record 1031, Page 1815, Delaware County Recorder's Office (the "Master Declaration"). This Declaration shall at all times be subject and subordinate to the Master Declaration.

E. As provided for in the Master Declaration, the Master Developer deems it desirable to establish a residential property owners sub-association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Jerome Village for, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential subareas and condominium regimes created within Jerome Village, and for the purposes of addressing conditions and circumstances unique to individual residential subareas and condominium regimes created within Jerome Village.

F. To further the residential development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that the real property described on the attached EXHIBIT B hereto, together with all other Residential Parcels subjected to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

G. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Master Declaration all others claiming under or through them, as well as the Master Developer and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently

constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Jerome Village described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Master Developer reserves the right, but not the obligation, subject additional Residential Parcels located within or adjacent to Jerome Village to this Declaration.

The Master Developer hereby declares that all Residential Parcels located in Jerome Village encumbered by this Declaration are a "planned community", subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Jerome Village encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Jerome Village encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

## ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Master Declaration. In addition to the words and terms defined in the Master Declaration or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Annual Assessment" - the amount to be paid to the RPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

B. "Assessments" - collectively referring to Annual Assessments, Parcel Assessments and Special Assessments.

C. "Common Expenses" - all expenses incurred by the RPO Association in connection with its ownership, lease and/or maintenance of the Residential Common Property, maintenance of property other than Residential Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Residential Common Property, utilities for the

Residential Common Property or consumed in furtherance of the RPO Association's duties and obligations, and all costs and expenses incurred by the RPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, Administrative Expenses of the Master Association, as defined and provided in the Master Declaration.

D. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article VIII hereof.

E. "Condominium" or "Condominium Parcel" - the portions of Residential Parcels designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Condominium Parcel and their respective undivided interests in related common elements are referred to as Units. Condominium and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments), or condominium regimes designed solely for condominium ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

F. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

G. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under the Master Declaration by a written instrument.

H. "Design Review Board" - the Design Review Board created, governed and operated under the Master Declaration.

I. "Directors" - those natural Persons appointed or elected to the RPO Board of the RPO Association as provided in Article IV Paragraph E hereof and the RPO Bylaws of the RPO Association.

J. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of the Master Declaration and this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel,

Commercial Parcel, the Residential Common Property, and any Property dedicated for public use.

K. "Master Declaration" – The Master Declaration as defined in Preamble D of this Declaration.

L. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Declaration by a written instrument, as further provided in Article XVIII of the Master Declaration.

M. "Member" – any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

N. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided within Jerome Village on which residential apartment units are to be developed and constructed, other than Condominium Units.

O. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the RPO Association and establishing reserves for capital expenditures thereof.

P. "Parcel Assessment" - an assessment that the RPO Board may levy against one or more Residential Parcels to reimburse the RPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Design Review Board pursuant to Article V of the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the RPO Board.

Q. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

R. "Residential Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Jerome Village to be owned and/or maintained by the RPO Association or an RPO Sub-Association. Residential Common Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the RPO Association is responsible under the terms of the Master Declaration or this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the RPO Association is bound.

S. "Residential Development Phase" a subdivided portion of Jerome Village, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

T. "Residential Parcel" means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

U. "Residential Property" - all portions of Jerome Village that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels (including those located within the Town Center).

V. "Residential Property Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Master Developer.

W. "Residential Property Owners Association" or "RPO Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Residential Common Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

X. "RPO Articles" and "RPO Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the RPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

Y. "RPO Board" - the board of directors or other management body of the RPO Association.

Z. "RPO Bylaws" - the Bylaws of Jerome Village Residential Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the RPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

AA. "RPO Developer" - a person or entity to whom a Residential Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

BB. "RPO Manager"- a Person retained by the RPO Board to assist in the management of the RPO Association.

CC. "RPO Rules"- the rules and regulations governing use, occupancy and appearance of the Residential Property and the Residential Common Property, as may be established by the RPO Board from time to time.

DD. "RPO Sub-Association" - Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

EE. "RPO Turnover Date" - the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the RPO Association.

FF. "Special Assessment" -an assessment levied by the RPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

GG. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

HH. "Town Center" that area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

II. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

## ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Residential Property Owners and residents of the Residential Property portions of Jerome Village;

C. Preservation, beautification and maintenance of the Residential Property portions of Jerome Village; and

D. Establishment of requirements for the use of the Residential Property portions of Jerome Village.

E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Jerome Village.

F. To provide for mandatory membership of all Residential Property Owners in the RPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

## ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation. There is hereby created as a Sub-Association of the Master Association, the RPO Association. At all times, the RPO Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Residential Property Owner shall have a membership in the RPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the RPO Association. Membership in the RPO Association is a right appurtenant to and inseparable from a Residential Property Owner's fee simple title in a Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the RPO Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the RPO Association shall be set forth in the RPO Association's Articles of Incorporation and RPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership. The Membership of the RPO Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the RPO Association, being the Master Developer. In all RPO Association matters involving a vote, the Master Member of the RPO Association shall have one (1) vote for each planned residential Lot, each planned Unit and each planned Multi-Family Parcel of the Property then encumbered by this Declaration (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a RPO Developer or individual Residential Property Owner); until such time as Residential Property Owners become voting members of the RPO Association, as provided in Article IV Paragraph D.2. hereof, after which time, the Master Member of the RPO Association shall no longer have any voting rights in its role as Master Member of the RPO Association but shall retain voting rights only as a Member to the extent applicable.

2. Residential Property Owner Members. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Condominium and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the RPO Association. RPO Sub-Associations created as permitted by Article X hereof and Condominium Associations shall not be Members of the RPO Association. The Members shall not be voting members of the Residential Property Owners Association until the RPO Turnover Date, at which time the Master Member of the RPO Association shall no longer have any voting rights in the RPO Association in its role as Master Member of the RPO Association and each Residential Property Owner (including the Master Developer, if applicable) shall be entitled to vote on RPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

> Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for in the Master Declaration and herein.

E. Composition of Board. At all times, the RPO Association shall be comprised of three (3) Directors. Until the RPO Turnover Date, all Directors of the RPO Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the RPO Association and the Town Center Property Owners Association. On the RPO Turnover Date, all Directors of the RPO Association appointed by the Master Developer shall resign and a new RPO Board shall be constituted for the RPO Association consisting of three (3) natural persons who own or represent the Residential Property Owners. Each Director of the RPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the

Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the RPO Turnover Date, the term of one third (1/3) of all Directors of the RPO Association shall expire annually.

F. Bylaws. The initial RPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

## ARTICLE V. RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Residential Common Property. The Master Developer may, from time to time, at the Master Developer's option, convey to the RPO Association, for the use and benefit of the RPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Residential Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The RPO Association shall accept title to any interest in any real or personal property transferred to it by the Master Developer, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Master Developer. The RPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the RPO Association, and for the payment of the costs of using and maintaining the same. The RPO Association shall be obligated to keep all Residential Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of the Master Declaration.

B. Personal Property and Real Property for Common Use. The RPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Master Developer, and may separately obligate itself for the maintenance obligations of property not owned by the RPO Association (i.e. the RPO Association may accept maintenance responsibilities for open spaces within Jerome Village which are owned by a state, county, city, village, township, or the Community Authority).

C. Rules and Regulations. The RPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with the Master Declaration, this Declaration and the Governing Documents. The RPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments,

and (ii) suspension of the right to use the Residential Common Property. In addition, the RPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the RPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the RPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

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

E. Joint Use and Cost-Sharing Agreements. The RPO Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, the Master Association and/or Sub-Associations (including, but not limited to RPO Sub-Associations), whereby: (i) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Residential Common Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the RPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent. The RPO Association may retain and employ an RPO Manager, which may be the Master Developer, a RPO Developer or an independent third-party, and may delegate to the RPO Manager such duties as the RPO Board might otherwise be authorized or obligated to perform. The compensation of the RPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The RPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Residential Common Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.

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

3. In the event of damage or destruction of any portion of the Residential Common Property, the RPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the RPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

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

I. Books, Records. Upon reasonable request of any Member, the RPO Association shall be required to make available for inspection all books, records and financial statements of the RPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the RPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the RPO Board.

## ARTICLE VI. ASSESSMENTS

A. Operating and Reserve Funds. The RPO Association shall establish an Operating Fund for financing the administration, governance and operation of the RPO Association, for paying Administrative Expenses due the Master Association, necessary costs and expenses of operating the RPO Association and replacing, repairing and maintaining the Residential Common Property. The RPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Residential Owners shall have no right to waive the annual reserve requirement established by the RPO Board.

B. Types of Assessments. Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the RPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Residential Common Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments. The RPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the RPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the RPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The RPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the RPO Rules. Notwithstanding the foregoing to the contrary, if the Master Developer or a RPO Developer (with the consent of the Master Developer) owns any Residential Development Phase or any Residential Parcel, the Master Developer and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the RPO Association. Such right may be shared with and among the Master Developer and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments. The RPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments. The RPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the RPO Association for costs incurred on behalf of

the specific Residential Parcel assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents or the Design Review Board pursuant to the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the RPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the RPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment. The RPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the RPO Board against any Residential Property Owner who violates the RPO Rules, the Governing Documents or any provision of the Master Declaration or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such RPO Rules, the Governing Documents or any provisions of the Master Declaration or this Declaration. Any written notice provided by the RPO Board to a Residential Property Owner that the RPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the RPO Board by delivering to the RPO Board a written notice not later than ten (10) days after receiving a written notice from the RPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the RPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board or the RPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the RPO Manager as determined from time to time by the RPO Board.

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

personally obligated to pay any delinquent assessment. The RPO Manager shall be authorized to commence such an action only with the advice and consent of the RPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the RPO Association's lien against that property for any delinquent Assessment, nor prohibit the RPO Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the RPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the RPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the RPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the RPO Manager) of the RPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the RPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the RPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

5. Contested Lien. Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the RPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The RPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the RPO Association, setting forth whether the Assessments on a specified Residential Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the RPO Association.

H. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon RPO Association matters and privileges to use the Residential Common Property, and to vote, as a Member of the RPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments. The RPO Association may assign its rights to Assessments or the future income from Assessments.

## ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The RPO Association shall maintain and keep in good repair the Residential Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Residential Common Property and all personal property used in connection with the operation of the Residential Common Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and

related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner. Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Residential Common Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Residential Common Property in accordance with the RPO Rules and the requirements set forth in the Master Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Residential Property Owners Association to Maintain Property. If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the RPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Residential Common Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Residential Common Property or to comply with the RPO Rules or the terms of the Master Declaration or this Declaration, then the RPO Board may authorize its employees or agents or the RPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D hereof at any reasonable time to complete the necessary maintenance and the RPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the RPO Association and (ii) the RPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Condominium Parcels and Multi-Family Parcels, for the purpose of performing the RPO Association's rights or obligations set forth in this Declaration. The RPO Association and the RPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the RPO Rules, or to maintain, repair, and replace the Residential Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Residential Common Property By Owner or Occupant. If the Residential Common Property is damaged by any Residential Property Owner or occupant,

his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association are each hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Residential Common Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

## ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

## ARTICLE IX. RESIDENTIAL COMMON PROPERTY

A. Ownership Operation of Common Property. All Residential Common Property as delineated on any subdivision plat of the Residential Property shall be and remain Residential Common Property in perpetuity and shall not be developed or used for any purpose other than as Residential Common Property for the benefit of all Residential Property Owners, the Master Association, and the RPO Association and in the case of Residential Common Property owned by the Community Authority, the public at large; provided, however, that any Residential Common Property located on discrete and distinct Residential Development Phases owned by the RPO Association or an RPO Sub-Association and designated as Residential Common Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Residential Common Property. The RPO Association may convey any fee interest or any security interest in any portion of the Residential Common Property, unless such Residential Common Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

## ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas. RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration and the Master

Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations. All RPO Sub-Associations shall be subject and subordinate to the Master Declaration and this Declaration and at all times shall comply with all terms and conditions of the Master Declaration, this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents. All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the RPO Turnover Date, and after the RPO Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with the Master Declaration, this Declaration, and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations. RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub-Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments. As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the RPO Board.

## ARTICLE XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the RPO Association, with the Master Developer's consent (if occurring prior to the RPO Turnover Date), to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer (if occurring prior to the RPO Turnover Date), any Residential Property Owner, the Master Association Board, the RPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without

limitation reasonable attorneys' fees). Failure of Master Developer, the Master Association Board, the RPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the RPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the RPO Rules.

C. Amendments. The Master Developer may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (c) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the RPO Turnover Date, the RPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Master Declaration shall not require the joinder or consent of any RPO Developer, the Master Association, the Master Association Board, the RPO Association, the RPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Master Developer prior to the RPO Turnover Date, and thereafter by the RPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached RPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the RPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Mortgage Rights. A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the RPO Association (which request shall state the name and

address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Declaration or the RPO Bylaws;

2. any termination of the RPO Association; and

3. any default under this Declaration which gives rise to a cause of action by the RPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the RPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification. The RPO Association shall indemnify every RPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the RPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The RPO Board members, officers and trustees of the RPO Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The RPO Board members, officers and trustees of the RPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the RPO Association (except to the extent that such RPO Board members, officers or trustees may also be Members of the RPO Association), and the RPO Association shall indemnify and forever hold its RPO Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any RPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

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

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

H. Notices. Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Residential Property Owner of the property as shown by the records of the RPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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*Signature page to follow.*

**Stewart Title Agency of Columbus Box**

IN WITNESS WHEREOF, Jerome Village Company, LLC, as Declarant and Master Developer, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

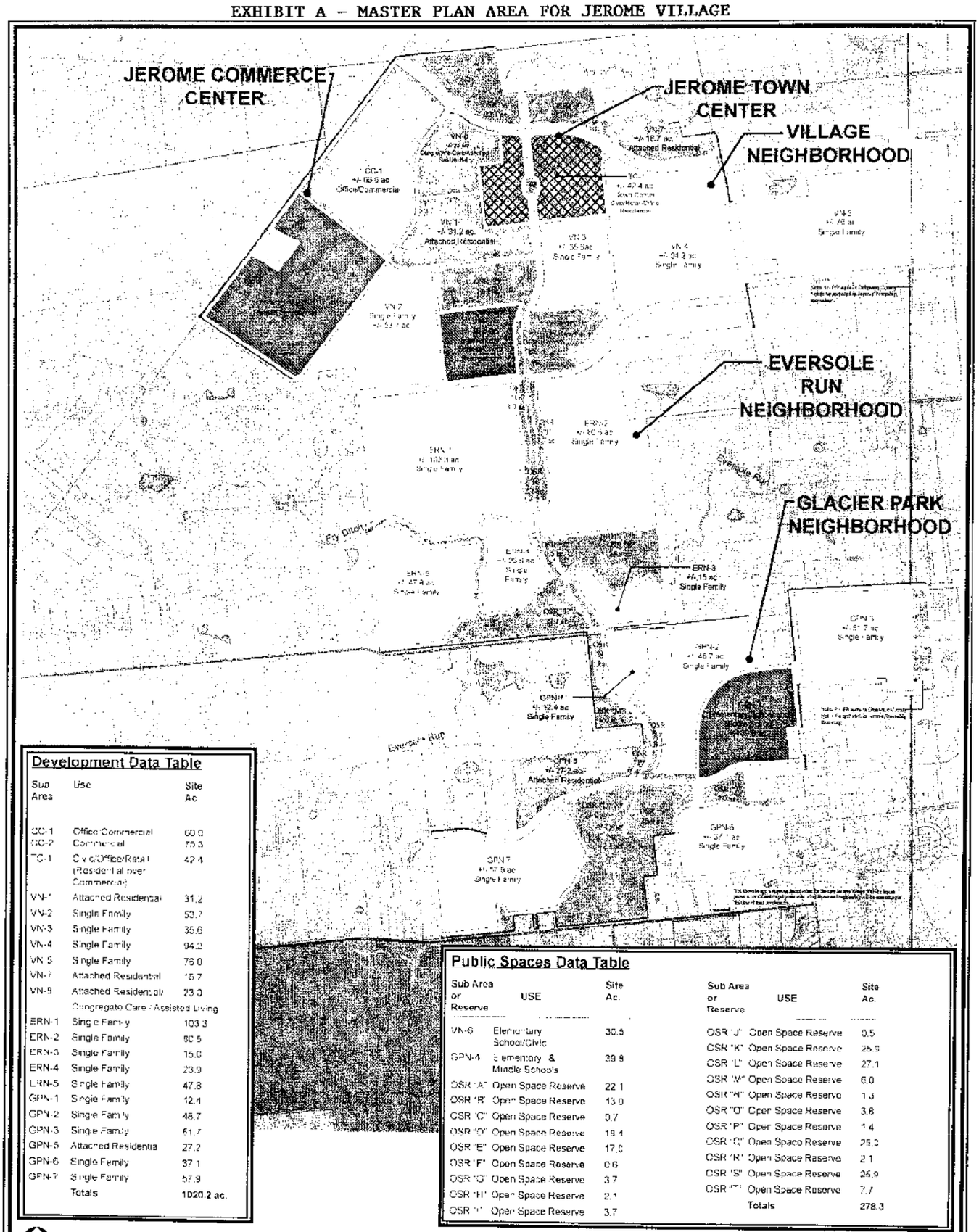
OR 911 PG 948

{00032668-4}

## LIST OF EXHIBITS

| | |
|---|---|
| EXHIBIT A | Master Plan Area for Jerome Village |
| EXHIBIT B | Initial Property owned by Declarant Subject to this Declaration |
| EXHIBIT C | Bylaws of Residential Property Owners Association |

EXHIBIT A – MASTER PLAN AREA FOR JEROME VILLAGE




## Development Data Table

| Sub Area | Use | Site Ac |
|---|---|---|
| OC-1 | Office/Commercial | 69.9 |
| OC-2 | Commercial | 75.5 |
| TC-1 | Civic/Office/Retail (Residential over Commercial) | 42.4 |
| VN-1 | Attached Residential | 31.2 |
| VN-2 | Single Family | 53.7 |
| VN-3 | Single Family | 35.6 |
| VN-4 | Single Family | 94.2 |
| VN-5 | Single Family | 76.0 |
| VN-7 | Attached Residential | 18.7 |
| VN-9 | Attached Residential/ Congregate Care / Assisted Living | 23.0 |
| ERN-1 | Single Family | 103.3 |
| ERN-2 | Single Family | 80.5 |
| ERN-3 | Single Family | 15.0 |
| ERN-4 | Single Family | 23.9 |
| ERN-5 | Single Family | 47.8 |
| GPN-1 | Single Family | 12.4 |
| GPN-2 | Single Family | 48.7 |
| GPN-3 | Single Family | 61.7 |
| GPN-5 | Attached Residential | 27.2 |
| GPN-6 | Single Family | 37.1 |
| GPN-7 | Single Family | 57.9 |
| | Totals | 1020.2 ac. |

## Public Spaces Data Table

| Sub Area or Reserve | USE | Site Ac. |
|---|---|---|
| VN-6 | Elementary School/Civic | 30.5 |
| GPN-4 | Elementary & Middle Schools | 39.8 |
| OSR "A" | Open Space Reserve | 22.1 |
| OSR "B" | Open Space Reserve | 13.0 |
| OSR "C" | Open Space Reserve | 0.7 |
| OSR "D" | Open Space Reserve | 19.4 |
| OSR "E" | Open Space Reserve | 17.5 |
| OSR "F" | Open Space Reserve | 0.6 |
| OSR "G" | Open Space Reserve | 3.7 |
| OSR "H" | Open Space Reserve | 2.1 |
| OSR "I" | Open Space Reserve | 3.7 |
| OSR "J" | Open Space Reserve | 0.5 |
| OSR "K" | Open Space Reserve | 25.5 |
| OSR "L" | Open Space Reserve | 27.1 |
| OSR "M" | Open Space Reserve | 6.0 |
| OSR "N" | Open Space Reserve | 1.3 |
| OSR "O" | Open Space Reserve | 3.8 |
| OSR "P" | Open Space Reserve | 1.4 |
| OSR "Q" | Open Space Reserve | 25.3 |
| OSR "R" | Open Space Reserve | 2.1 |
| OSR "S" | Open Space Reserve | 25.9 |
| OSR "T" | Open Space Reserve | 7.7 |
| | Totals | 278.3 |

Sub Area Land Use Plan

JEROME VILLAGE

BK 911 PG 950

Developer

Nationwide Realty Investors

**EXHIBIT B**
**INITIAL PROPERTY OWNED BY DECLARANT**
**SUBJECT TO THIS DECLARATION**

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

Being Lot Numbers One (1) through Forty-Four (44) of Glacier Park Neighborhood Section 7 – Phase 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 283, Recorder's Office, Union County, Ohio.

## EXHIBIT C

# BYLAWS
# (CODE OF REGULATIONS)
# OF
# JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

## SECTION I. NAME AND LOCATION

The name of the Residential Property Owners Association is Jerome Village Residential Property Owners Association, Inc. (the "Residential Property Owners Association" of "RPO Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312, as amended (to the extent applicable) as the Residential Property Owners Association for a master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the RPO Association shall be as set forth in the Articles of Incorporation for the RPO Association (the "RPO Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Residential Property Owners Master Association (the "RPO Board") shall be as set forth herein.

## SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Residential Property Owners Deed Declaration, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio, as required by Ohio Revised Code Chapter 5312, as amended.

## SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION

1. Membership in RPO Association. There shall be two (2) classes of membership in the RPO Association, being the Master Member and the Residential Property Owner Members, as further defined and provided in Article IV, Paragraph D of the Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of RPO Association. The RPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the RPO Association as Master Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Master Member of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant, as Master Member, of its exclusive voting rights (the "RPO Turnover

Date"). Until the RPO Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the RPO Board.

4. RPO Association. The RPO Association shall administer all residential portions of the Jerome Village Planned Community subject and subordinate to the rights granted under the Master Declaration of Jerome Village, and the RPO Board shall exercise all power and authority of the RPO Association. On the RPO Turnover Date, the RPO Board shall be elected by the Members, excluding the Declarant as Master Member but including the Declarant as a Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the RPO Board.

5. Annual Meetings of the RPO Association. Except prior to the RPO Turnover Date, the RPO Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the RPO Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the RPO Association. Special meetings of the RPO Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the RPO Board, or Members representing fifty percent (50%) of the voting power of the RPO Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the RPO Association or (b) last supplied by that Member to the RPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The RPO Board shall conduct all meetings of the Members, and the President of the RPO Association shall preside over the same, unless otherwise directed by the RPO Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the RPO Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for Residential Property Owners of Lots, Units, and Multi-Family Parcels. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner owning a Unit in a Condominium, and each Residential Property Owner owning a Multi-Family Parcel, shall be a Member of the RPO Association. The number

of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner determined as follows:

> Each Lot shall have one vote, each Unit shall have one vote, and each Multi-Family Parcel shall have one vote.

Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any owner of a fee simple interest of a Residential Parcel may cast the entire vote with respect to that Residential Parcel on any given matter, unless that vote is contested by a co-owner of that Residential Parcel. If the owners of the fee simple interest in a Residential Parcel are unable to agree among themselves as to the vote to be cast with respect to that Residential Parcel on a particular matter, no vote shall be cast with respect to that Residential Parcel on that particular matter. The RPO Board may temporarily suspend a Residential Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the RPO Board may temporarily suspend a Residential Parcel's vote if that Residential Parcel's occupants or Members have failed to observe any term of the Master Declaration, the Declaration, these RPO Bylaws, or rules and regulations duly adopted by the RPO Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the Declaration and these RPO Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Residential Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the RPO Board otherwise in the notice of meeting. The RPO Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Residential Parcel in the Jerome Village Planned Community) in these instances:

> (a) A determination by the RPO Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, the RPO Association, or the RPO Board, or any member of the RPO Board, or any officer,

employee, committee member, or agent of the Master Association or the RPO Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the RPO Board, from the standpoint of the RPO Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the RPO Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and RPO Bylaws or by law.

## SECTION IV. BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the RPO Association to the elected Directors.

2. Successor Directors. On or about the RPO Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors (at which time control of the RPO Association shall be considered to be "turned over to the Members"). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one-third (1/3) (one in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. The initial Directors elected by the Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. As a result, at every annual meeting one (1) new Director(s) will be elected.

3. Removal. Excepting only Directors named in the RPO Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the RPO Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the RPO Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the remaining members of the RPO Board and shall

serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the RPO Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the RPO Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an owner or co-owner of a Residential Parcel, the spouse of an owner or co-owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Residential Property Owner. Further, that owner or co-owner of a Residential Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or the RPO Association or be an adverse party to the Master Association, its Board, or the RPO Association, the RPO Board, or any member of the Master Association Board or RPO Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the RPO Board, or, if the RPO Board fails to appoint a nominating committee, by the RPO Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or RPO Board, shall make as many nominations for election to the RPO Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the RPO Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the RPO Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

8. Regular Meetings. Regular meetings of the RPO Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the RPO Board, but not less than quarterly.

9. Special Meetings. Special meetings of the RPO Board shall be held when called by the President of the RPO Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the RPO Association, after not less than three (3)

days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 13 below.

11. Attendance of Owners at Board Meetings. No Residential Property Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the RPO Board unless the RPO Board expressly authorizes that Residential Property Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and RPO Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the RPO Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

13. Electronic Communications. The RPO Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each RPO Board member can hear or read in real time and participate and respond to every other member of the RPO Board.

14. Action in Writing Without Meeting. Any action that could be taken by the RPO Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the RPO Board.

15. Powers, Duties and Authority. The RPO Board may act in all instances on behalf of the RPO Association unless otherwise provided in the Declaration, RPO Bylaws or Ohio Revised Code Chapter 5312, as amended, and without limiting the generality of the foregoing, the RPO Board shall have the right, power, and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and RPO Bylaws;

(b) obtain insurance coverage and bonds in amounts no less than that required pursuant to these RPO Bylaws and the Declaration;

(c) enforce the covenants, conditions, and restrictions set forth in the Master Declaration (to the extent applicable to Residential Property) and the Declaration;

(d) repair, maintain, and improve the Residential Common Property;

(e) establish, enforce, levy, and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Residential Common Property and the personal conduct of Residential Property Owners, and their tenants and guests on the same;

(g) suspend the voting privileges and use of recreational facilities of an Residential Property Owner during any period in which the Residential Property Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Master Declaration, the Declaration and RPO Bylaws);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these RPO Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation management agreements and purchase agreements, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;

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

(k) borrow funds, as needed, enter into loan documents and pledge such security and rights of the RPO Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the RPO Association by law or the Declaration and these RPO Bylaws not specifically reserved to others.

16. Duties. It shall be the duty of the RPO Board, on behalf of the RPO Association, to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Residential Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Residential Property Owners, minutes of meetings of the Members and meetings of the RPO Board, and records of the names and addresses of Members;

(b) present the latest available financial statement of the RPO Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c) supervise all officers, agents, and employees of the RPO Association and verify that their duties are properly performed;

(d) prepare or cause an estimated annual budget to be prepared;

(e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;

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

(h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;

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

(j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

17. Delegation of Authority; Management; Contracts. The RPO Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the RPO Association is vested in Residential Property Owners other than Declarant, the contract must give the RPO Association the right to terminate it without cause and without penalty at any time after control of the RPO Association has been transferred to or assumed by the Residential Property Owners other than Declarant.

Subject to the foregoing, nothing contained in these RPO Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the RPO Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the RPO Association. In any case, no management contract or agreement by the RPO Association

executed prior to the assumption of control of the RPO Association by Residential Property Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the RPO Board pursuant to the provisions of these RPO Bylaws.

## SECTION V. OFFICERS

1. Enumeration of Officers. The officers of this RPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the RPO Board may from time to time determine. No officer need be a Residential Property Owner, Member or Director of the RPO Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the RPO Association shall be appointed by the RPO Board to serve until the RPO Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The RPO Board may appoint any other officers as the affairs of the RPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the RPO Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the RPO Board. Any officer may resign at any time by giving written notice to the RPO Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the RPO Board and of the Members. Further, the Secretary shall serve notice of meetings of the RPO Board and of the Members and keep appropriate current records showing the names of Members of the RPO Association together with their addresses.

(c) Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the RPO Board directs), and disburse funds as directed by the RPO Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

## SECTION VI. COMMITTEES

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

## SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the RPO Association, including current copies of the Declaration, RPO Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the RPO Association, for inspection by Residential Property Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Residential Parcels, pursuant to reasonable standards established from time to time by the RPO Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the RPO Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the RPO Association shall make available to prospective purchasers current copies of the Declaration, RPO Bylaws, RPO Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after a Residential Property Owner obtains a Residential Parcel, the Residential Property Owner shall provide the RPO Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Residential Property Owner of the Residential Parcel, as well as the name, business address, and business telephone number of any person who manages the Residential Parcel as an agent of that Residential Property Owner. In addition, within thirty (30) days after a change in any of the above information, a Residential Property Owner shall notify the RPO Association, through the RPO Board, in writing of such change. When the RPO Board requests, a Residential Property Owner shall verify or update the information listed in this paragraph.

## SECTION VIII. FISCAL YEAR

Unless otherwise changed by the RPO Board, each fiscal year of the RPO Association shall begin on the first day of January and terminate at the end of the 31$^{ST}$ day of December of that year, except that the first fiscal year shall begin on the date of incorporation of the RPO Association and terminate at the end of the next following 31$^{ST}$ day of December.

## SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the RPO Association incurs in the administration, governance, and maintenance of the RPO Association are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Residential Parcel shall be allocated by the RPO Board as further provided in the Declaration.

3. Assessment. The RPO Board shall estimate the Common Expenses it expects the RPO Association to incur and shall assess each Residential Property Owner Assessments as further provided in the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

## SECTION X. ASSESSMENTS

1. The RPO Association may assess each Residential Property Owner all Assessments set forth in the Declaration, including, but not limited to:

(a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the RPO Board incurs in collecting those Assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Residential Property Owner or occupant of a Residential Parcel or their family members, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Declaration or the rules and regulations of the RPO Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) All other costs or charges the Declaration or RPO Bylaws permit.

2. The RPO Association shall credit any amount it receives from a Residential Property Owner pursuant to this Section in the following order:

(a) To interest owed to the RPO Association;

(b) To administrative late fees or enforcement assessments owed to the RPO Association;

(c) To collection costs, attorney's fees, and paralegal fees the RPO Association incurred in collecting the assessment;

(d) To the most recent principal amounts the Residential Property Owner owes to the RPO Association for the Common Expenses chargeable against the Residential Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the RPO Board shall give the Residential Property Owner a written notice that includes all of the following:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or Assessment;

(c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

(a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.

(b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.

(c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.

(d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.

(e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

## SECTION XI. LIENS ON PROPERTY

1. The RPO Association has a lien upon the estate or interest in any Residential Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Residential Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Residential Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the RPO Board of the RPO Association. The certificate shall contain a description of the Residential Parcel, the name of the record Residential Property Owner of the Residential Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the RPO Board or other designated representative of the RPO Association.

(b) The lien is a continuing lien upon the Residential Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the RPO Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the RPO Association as a defendant in the action. The RPO Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Residential Parcel during the foreclosure action.

4. Following any foreclosure action, the RPO Association or an agent the RPO Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Residential Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Residential Parcel upon which the mortgagee holds the mortgage.

## SECTION XII. INDEMNIFICATION

1. Third Party Actions. The RPO Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other

than an action, suit or proceeding by or in the right of the RPO Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the RPO Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The RPO Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the RPO Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the RPO Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The RPO Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the RPO Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the RPO Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the RPO Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the RPO Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the RPO Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the RPO Association shall maintain all of the following to the extent reasonably available and applicable:

(a) Property insurance on the Residential Common Property;

(b) Liability insurance pertaining to the Residential Common Property;

(c) Directors and officers liability insurance.

The RPO Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the RPO Association, or is or was serving at the request of the RPO Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the RPO Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

## SECTION XIII. AMENDMENTS

Any modification or amendment of these RPO Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

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Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Residential Property Owners Association, has caused these RPO Bylaws to be duly adopted on or as of the ___ day of _____, 20__.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

**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*

July 2, 2021

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

Re: Glacier Park Neighborhood Section 11, Phase 2
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on June 22, 2021. The construction drawings have been approved by our office. Construction work has commenced on site but has not been completed. As such, we have required a performance bond/surety for the outstanding improvements. The performance bond has been received but has not yet been approved by the Board of Commissioners.

We have no further comments on the contents of the final plat.

Because the surety has not yet been approved, we recommend denial of the plat. Should we obtain approval of the surety by the Board of Commissioners prior to next Thursday's Zoning and Subdivision Committee and Executive Committee meeting, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Cc: Jeremy Burrey, Union Soil and Water Conservation District (via email)

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

# Jerome Township Zoning Department

June 24, 2021

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

Re.: Jerome Village, Glacier Park Neighborhood, Section 11 (GPN-11), Phase 2 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Glacier Park Neighborhood, Section 11, Phase 2 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1) Development Plan GPN-11 was approved by the Board of Township Trustees to allow for development at the site. The proposed Final Plat complies with that approved Development Plan.

2) “Minimum Lot Size” in the table on page 1 should be noted as “Minimum Lot Area”.

I have no additional concerns based on the Zoning Resolution and other applicable zoning regulations. As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden

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

## Brad Bodenmiller

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>
**Sent:** Wednesday, June 30, 2021 10:21 AM
**To:** Brad Bodenmiller
**Cc:** Chad Green
**Subject:** Marysville Comments - July LUC Agenda Items

Brad

Please see the City of Marysville's comments below for the July LUC Agenda Items. Let us know if you have any questions or concerns.

GPN Section 11, Phase 2 - Final Plat

1. Please show the Utility Easement (as shown in the approved engineering plans) along the east side of Red Fir Ct, from Ash Grove Ct. to the start of the Drainage and Utility Easement shown on the Final Plat starting at Sta. 3+75+/-.

VN Section 4, Phase 4 - Final Plat

1. No Comments

Mills of Watkins - Preliminary Plat

1. Please label the thirty (30) wide sanitary and utility easement between Lots 16 and 17.
2. Please confirm the ownership and maintenance responsibility for each of the wastewater components.
3. Page 1 of 6, Standard Deed Restrictions For Union County Note No. 6b under Residential and Commercial references septic systems. It appears that all lots will have gravity sewers and not septic systems. Therefore, all references to septic systems should be removed. If any other sanitary sewer permits are required by Union County, please include this information in this Deed Restriction.

New California 13 - Preliminary Plat Extension

1. No Comments.

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

## Brad Bodenmiller

**From:** Ed Peper <epeper@ure.com>
**Sent:** Tuesday, June 29, 2021 9:17 AM
**To:** Brad Bodenmiller; Heather Martin
**Cc:** Matt Zarnosky; Beau Michael
**Subject:** RE: Distribution Letter for GPN-11 Phase 2 - Final Plat

Morning Brad,
How goes your day?
I have reviewed the Final Plat for GPN-11 Phase 2, and I did see that on the easement page (page 3) that there is a 20ft utility easement for our facilities, therefore URE has no further comments.
If you have any questions feel free to reach out.

Thanks,
**Ed Peper**
Engineer II

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

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**From:** Matt Zarnosky <mzarnosky@ure.com>
**Sent:** Wednesday, June 23, 2021 11:54 AM
**To:** Ed Peper <epeper@ure.com>
**Subject:** FW: Distribution Letter for GPN-11 Phase 2 - Final Plat

Ed,

Here is the final plat. Please provide appropriate feedback to the LUC.

Thanks,

**Matt Zarnosky**
COO / VP Engineering & Honda Affairs

**Union Rural Electric Cooperative, Inc.**
15461 US Highway 36 | Marysville, Ohio 43040
Office: (937)642-1826
Direct: (937)645-9246
mzarnosky@ure.com
www.ure.com

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**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Wednesday, June 23, 2021 11:12 AM
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Cc:** Heather Martin <heathermartin@lucplanning.com>
**Subject:** Distribution Letter for GPN-11 Phase 2 - Final Plat

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

Good morning,

I attached a copy of the **Distribution Letter** generated for and **a digital copy** of the **Glacier Park Neighborhood, Section 11 (GPN-11), Phase 2 – Final Plat**. Paper copies were either delivered or mailed on 06-22 of this week. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivision distributions being shared this morning.

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

# Staff Report – Mills of Watkins

| | |
|---|---|
| **Applicant:** | **Buxton Development Co.**<br>c/o Barney Dodson & Doug Annette<br>7510 Merchant Road<br>Plain City, OH 43064<br>doug@ohiofarmhouse.com<br><br>**Diamond V, LLC**<br>c/o Steve Lamphear<br>58 South Main Street<br>London, OH 43140<br>steve.l@diamondvllc.com; diamondvohio@gmail.com |
| **Request:** | Approval of Mills of Watkins – Preliminary Plat. |
| **Location:** | Located west of Watkins Road, south and adjacent to Buxton Meadows in Dover Township, Union County. |

**Staff Analysis:**

This Preliminary Plat involves 17.02 acres of land and proposes 20 single-family residential lots.

Acreages:
- 2.87 acres in right-of-way
- 8.16 acres in single-family residential lots
- 5.98 acres in open space
  - 0.67 acres detention ponds
  - 0.60 acres retention ponds

Proposed utilities:
- Individual household wells
- Pump station and central sewer (Union County)

- **Union County Engineer's Office**
  - The Engineer's Office submitted comments in a letter dated 05-06-21 and a letter dated 09-06-18. The Engineer's Office recommended approval subject to its modifications and recommendations, which should be addressed in the final Construction Drawings or resolved as indicated. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
    1. The Construction Drawings for this project are in the review process, and there are several utility locations, easement widths, etc. that do not match

between the Preliminary Plat and Construction Drawings. This is anticipated, as it appears that the original Preliminary Plat submitted in 2018 is what was used for this Preliminary Plat submittal. The overall layout of the subdivision has not changed, so there is not an issue with this approach.

2. All reviewing agency comments need to be addressed in the Construction Drawings and Final Plat.
3. All comments from the September 2018 letter from the Engineer's Office need to be addressed on the final plans and Final Plat.
4. A left turn lane must be installed on Watkins Road.
5. A TIS will need to be submitted and approved prior to approval of the construction plans to determine right turn lane warrants.
6. All off-site road improvements needed for opening day are to be constructed at the same time with the internal roadway infrastructure, pending results of the TIS.
7. The perpendicular intersection of Watkins Road and Clifton Mill Drive needs to extend at least 100'.
8. Provide a clear label and definition of all easements within the development, including who all easements are granted to.
9. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
10. Provide a letter from the Health Department for approval of well locations.

- **Union County Soil & Water Conservation District**
  - No comments received as of 06-30-21.
- **Union County Health Department**
  - The Health Department submitted comments in an email dated 06-30-21. The Board of Health and Environmental Health Division are familiar with this subdivision. The proposed homesites within the Mills

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|---|---|
| | of Watkins will be serviced by private water systems. This was approved by the Board of Health 09-19-18. Any and all previous approvals are still in effect.<br><br>• **City of Marysville**<br>○ The City submitted comments in an email dated 06-30-21. **Some** of those comments are listed below and summarized for reference. (Please refer to email for all comments.)<br>1. Label the 30' wide sanitary and utility easement between lots 16 and 17.<br>2. Confirm ownership and maintenance responsibility for each of the wastewater components.<br>3. Page 1 of 6, Standard Deed Restrictions for Union County Note No. 6b under Residential and Commercial references septic systems. It appears all lots will have gravity sewers, not septic systems. Therefore, all references to septic systems should be removed. If any other sanitary sewer permits are required by Union County, please include this information in this Deed Restriction.<br><br>• **Dover Township**<br>○ Dover Township submitted comments in an updated letter, received via email on 06-30-21. The Township confirmed the proposal complies with the Zoning Code.<br><br>• **ODOT District 6**<br>○ No comments received as of 06-30-21.<br><br>• **Union Rural Electric**<br>○ URE submitted comments in a letter dated 06-30-21. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)<br>1. Sheet 3: In its letter, URE specified several locations where easements are required and specified the widths required by URE.<br>2. Sheet 3: URE identified several locations where road crossings and conduit are required.<br>3. Sheet 5: URE will require easements to serve the lift station and access to Hinton Mill Road. |

| | |
|---|---|
| | 4. CERC will reside within the utility easement adjacent to the road right-of-way.<br>5. CERC request a 20' easement around the western and southern perimeter of the entire development.<br><br>• **LUC Regional Planning Commission**<br>1. Please make sure the acreage splits are clear and consistent from sheet to sheet. The amounts vary and use the word "outlot" instead of "open space" (§313, 6.).<br>2. Please review dimensioning closely. There are some places that dimensions appear to be missing or are unclear—e.g. at the west and east ends of Clifton Mill Drive (§313, 12., 15, & 16.).<br>3. On the Final Plat, please provide Base Flood Elevations and minimum first floor elevations where lots are located within Flood Hazard Areas (§323, 11.).<br>4. Easements for water and sewer must be a minimum of 20' and 10' for other utilities (§313, 12.; §414).<br>5. A letter from Dover Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.).<br>6. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§324, 2.; §326; §330). |

| | |
|---|---|
| **Staff Recommendations:** | Staff recommends ***APPROVAL*** of Mills of Watkins – Preliminary Plat with the ***condition*** that all comments/modifications from LUC and reviewing agencies, related to Subdivision Regulation requirements, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat ***prior*** to submittal. |

| | |
|---|---|
| **Z&S Committee Recommendations:** | |

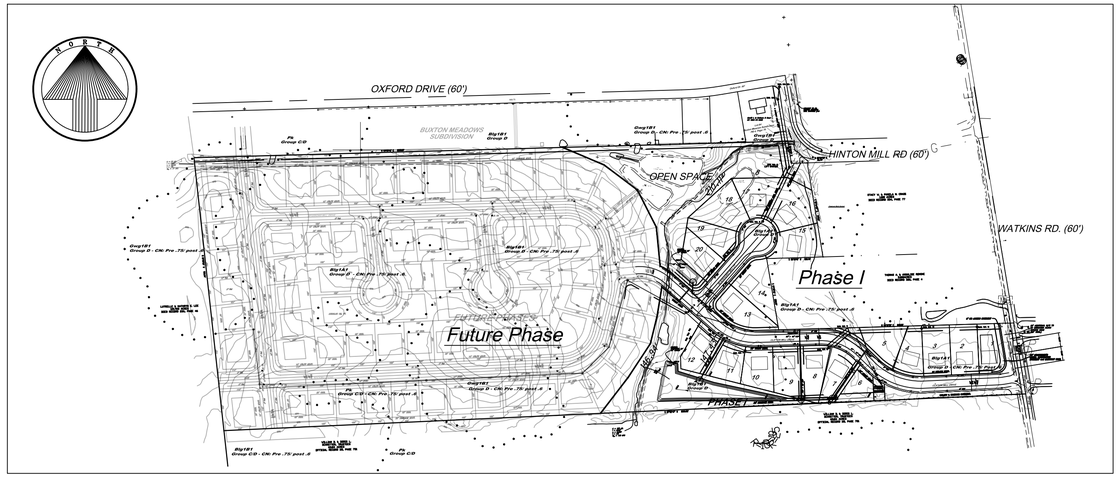
# Staff Report – Mills of Watkins

# Mills of Watkins

## Preliminary Plat

## DOVER TOWNSHIP, UNION COUNTY, OHIO

## V.M.S. 9028




PHASE 1

SCALE: 1"=250'

## LOCATION MAP

NO SCALE

### STANDARD DEED RESTRICTIONS FOR UNION COUNTY

**RESIDENTIAL and COMMERCIAL**

1. 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.
2. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. GRADING OF THE STORM WATER DETENTION AREAS SHALL NOT BE CHANGED.
4. MAINTENANCE OF DRAINAGE DITCHES, DETENTION AREAS, AND/OR DRAINAGE SWALES SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNERS. IF ANY OWNER DAMAGES A DITCH, DETENTION AREA, OR SWALE, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY. EXISTING DRAIN TILES IN THE SUBDIVISION SHALL BE RE-ROUTED SO THAT DRAINAGE ENTERING TILES WILL CONTINUE TO FLOW FREELY.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR THIS SUBDIVISION.

6b. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEPTIC SEWAGE DISPOSAL, WATER WELL, AND DRIVEWAY PERMITS. ZONING PERMITS ARE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. SEPTIC SEWAGE DISPOSAL AND WATER WELL PERMITS ARE OBTAINED FROM THE UNION COUNTY HEALTH DEPARTMENT.

7. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNEES AGREE TO ASSUME AND AND ALL SANITARY SEWER CHARGES WHICH ARE ESTABLISHED BT THE APPLICABLE SERVICE PROVIDER.

8. ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE TOWNSHIP, UNION COUNTY, AND OTHER APPLICABLE CODE AUTHORITIES.

9. FOR ANY BUILDING PROPOSED TO BE BUILT WITHIN THE 100-YEAR FLOOD ZONE, THE STANDARDS OF THE UNION COUNTY FLOOD DAMAGE PREVENTION RESOLUTION MUST BE MET. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHIN A DESIGNATED FLOOD HAZARD AREA PRIOR TO THE ISSUANCE OF A FLOOD HAZARD PERMIT BY THE UNION COUNTY BUILDING REGULATION DEPARTMENT.

**RESIDENTIAL ONLY**

10. UNION COUNTY IS NOT RESPONSIBLE FOR THE CURTAIN DRAIN TRUNK SEWER OR THE LATERALS LEADING TO IT. CURTAIN DRAINS SHALL NOT OUTLET DIRECTLY TO ROADSIDE DITCHES.

11. DOWNSPOUT DRAINS SHALL NOT BE CONNECTED DIRECTLY TO THE ROADWAY UNDERDRAINS.

14a. REGULAR MAINTENANCE OF THE STORMWATER DETENTION AREAS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS UPON WHICH THE EASEMENT FOR THE DETENTION AREA IS LOCATED, UNLESS A HOMEOWNER'S ASSOCIATION HAS BEEN CREATED AND HAS BEEN CHARGED WITH THE RESPONSIBILITY FOR SUCH REGULAR MAINTENANCE.

15. WHEN DRIVEWAYS FOR EACH LOT ARE CONSTRUCTED, A MINIMUM 8" DIAMETER STORM PIPE AND GRATE SHALL BE INSTALLED AS A CATCH BASIN IN THE CENTERLINE OF THE ROADWAY DITCH, OVER THE EXISTING STORM LINE, AT THE "HIGH" SIDE OF THE DRIVEWAY. DRIVEWAY CATCH BASINS SHALL BE APPROVED AND INSPECTED BY THE UNION COUNTY ENGINEER'S OFFICE.

**MISCELLANEOUS RESTRICTIONS/NOTES**

24. THIS SUBDIVISION IS LOCATED ADJACENT TO LAND WHICH MAY BE USED FOR AGRICULTURAL/FARMING PURPOSES. LOT OWNERS CAN EXPECT NOISE FROM FARM MACHINERY, DUST FROM FARMING OPERATIONS, THE APPLICATION OF CHEMICALS TO THE SOIL AND CROPS, ODORS AND NOISE FROM LIVESTOCK, AND OTHER TYPICAL FARMING NUISANCES. OWNERS CAN EXPECT FARMING OPERATIONS TO HAPPEN DAY OR NIGHT. YOU CAN EXPECT HUNTING ON AGRICULTURAL LAND. DO NOT EXPECT TO USE AGRICULTURAL LAND FOR YOUR PURPOSES WITHOUT FIRST GETTING PERMISSION FROM THE LANDOWNER. DO NOT ALLOW YOUR CHILDREN OR YOUR PETS TO PLAY ON AGRICULTURAL LAND. DO NOT DISCARD CLIPPINGS AND TRIMMINGS FROM LAWNS, TREES, BUSHES, PLANTS, ETC. OR OTHER WASTES THAT YOU MAY GENERATE ON AGRICULTURAL LAND. DISPOSE OF ALL WASTES APPROPRIATELY. ADDITIONALLY, THERE MAY BE EXISTING DITCHES, SURFACE SWALES OR UNDERGROUND TILES THAT DRAIN WATER FROM ADJACENT LAND ON TO OR THROUGH YOUR PROPERTY. YOU HAVE A LEGAL RESPONSIBILITY TO ALLOW THE REASONABLE FLOW OF WATER ON TO OR THROUGH YOUR PROPERTY FROM UPGROUND PROPERTIES. YOU ALSO HAVE A LEGAL RESPONSIBILITY TO MAINTAIN AND REPAIR ANY EXISTING DITCHES, SURFACE SWALES OR UNDERGROUND TILE ON YOUR PROPERTY.

**MISCELLANEOUS RESTRICTIONS/NOTES**

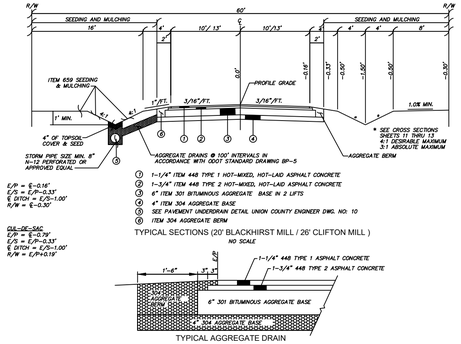
26. FEMA ZONE: AT THE TIME OF PLATTING, ALL OF THE SUBDIVISIONLOTS ARE IN ZONE X (areas determined to be out of the 500-year floodplain) AS SAID ZONE IS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR UNION COUNTY, OHIO AND UNINCORPORATED AREAS, MAP NUMBER 39159C0356D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

27. MINIMUM SETBACKS: ZONING REGULATIONS FOR THE MILLS OF WATKINS PHASE 1 SUBDIVISION IN EFFECT AT THE TIME OF PLATTING OF THE MILLS OF WATKINS PHASE 1 SUBDIVISION SPECIFY THE FOLLOWING DIMENSIONS FOR THE MINIMUM FRONT, SIDE AND REAR YARD SETBACKS FOR EACH LOT:
    FRONT 35 FEET
    SIDE 10 FEET ON EACH SIDE
    REAR 40 FEET
    SAID ZONING REGULATIONS AND ANY AMENDMENTS THERETO PASSED SUBSEQUENT TO ACCEPTANCE OF THIS 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.

28. UTILITY PROVIDERS: BUYERS OF THE LOTS IN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT, AT THE TIME OF PLATTING, UTILITY SERVICE TO THIS SUBDIVISION FOR ELECTRIC POWER IS PROVIDED BY UNION RURAL ELECTRIC , TELEPHONE SERVICE IS PROVIDED BY FRONTIER COMMUNICATIONS , AND NATURAL GAS IS PROVIDED BY UNION RURAL ELECTRIC.

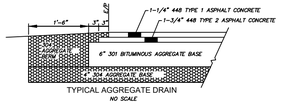
29. SCHOOL DISTRICT: AT THE TIME OF PLATTING, ALL OF THE SUBDIVISION IS IN THE MARYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT.

31. LANDSCAPE EASEMENT: WITHIN, OVER AND UNDER THE AREA OF LAND DESIGNATED HEREON AS "LANDSCAPE EASEMENT," A NONEXCLUSIVE EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF INSTALLING/ CONSTRUCTING, OPERATING, USING, AND MAINTAINING LANDSCAPING, LANDSCAPING FEATURES AND SUBDIVISION ENTRANCE FEATURES THEREIN. SUCH LANDSCAPING, LANDSCAPING FEATURES AND SUBDIVISION ENTRANCE FEATURES SHALL BE INSTALLED/CONSTRUCTED BY THE DEVELOPER OF THE SUBDIVISION AND OPERATED, USED AND MAINTAINED BY SAID DEVELOPER UNTIL SUCH TIME AS THE _____ ASSOCIATION IS FORMED AND FOUNDED. THEREAFTER, SAID ASSOCIATION SHALL OPERATE, USE AND MAINTAIN SAID LANDSCAPING, LANDSCAPING FEATURES AND SUBDIVISION ENTRANCE FEATURES AND SAID ASSOCIATION SHALL HAVE AND IS HEREBY GRANTED A NONEXCLUSIVE RIGHT TO USE SAID EASEMENT AREAS FOR SAID PURPOSE. NO DEVELOPER-INSTALLED LANDSCAPING, LANDSCAPING FEATURES AND SUBDIVISION ENTRANCE FEATURES SHALL BE REMOVED FROM SAID EASEMENT AREAS WITHOUT THE APPROVAL OF SAID DEVELOPER OR SAID DEVELOPER'S DESIGNEE.




1 1-1/4" ITEM 448 TYPE 1 HOT-MIXED, HOT-LAID ASPHALT CONCRETE
2 1-3/4" ITEM 448 TYPE 2 HOT-MIXED, HOT-LAID ASPHALT CONCRETE
3 6" ITEM 301 BITUMINOUS AGGREGATE BASE IN 2 LIFTS
4 4" ITEM 304 AGGREGATE BASE
5 SEE PAVEMENT UNDERDRAIN DETAIL UNION COUNTY ENGINEER DWG. NO. 10
6 ITEM 304 AGGREGATE BERM

TYPICAL SECTIONS (20' BLACKHIRST MILL / 26' CLIFTON MILL )
NO SCALE




TYPICAL AGGREGATE DRAIN
NO SCALE

## OWNER

BUXTON DEVELOPMENT CO.
Barney Dodson
7510 Merchant Road
Plain City, OH 43064

## SURVEYOR

DIAMOND V, LLC
STEVEN L. LAMPHEAR, PE, PS
8205 SMITH CALHOUN ROAD,
PLAIN CITY, OHIO 43064
(614) 620-0331

## SURVEYOR'S CERTIFICATE

THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN THE VIRGINIA MILITARY SURVEY No. 9028, DOVER TOWNSHIP, UNION COUNTY, OHIO.

THE TRACT HAS AN AREA OF 51.09 ACRES WITH 2.76 ACRES IN STREET (PHASE I), 8.54 ACRES IN LOTS (PHASE I), 5.71 ACRES IN PRESERVATIONS AREA (PHASE 1 & FUTURE - 11%) AND 1.30 ACRES IN PONDS MAKING A TOTAL OF 17.02 ACRES IN PHASE I. FUTURE PHASES WILL HAVE +/- 6.8 ACRES IN STREETS AND +/- 27.27 ACRES IN LOTS.

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

THE SUBDIVISION IS WITHIN FLOOD ZONE X PER FIRM RATE MAP 39159C0356D, EFFECTIVE DATE DECEMBER 16, 2008 UNLESS OTHERWISE SHOWN.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF THE MILLS OF WATKINS PHASE I AS SURVEYED _____ 20___.

MONUMENTS HAVE BEEN PLACED AS INDICATED. MONUMENTS SHOWN THUS " O " WILL BE SET AT ALL LOT CORNERS AND ALL POINTS OF CURVATURE AND TANGENCY ALONG THE STREET RIGHT-OF-WAY LINE AFTER CONSTRUCTION AND PRIOR TO THE SALE OF ANY LOTS.

Steven L. Lamphear 05/2019

Steven L. Lamphear, PE, PS — DATE
PROFESSIONAL SURVEYOR #7876

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BUXTON DEVELOPMENT CO., OWNER OF THE LAND INDICATED ON THE ACCOMPANYING PLAT, HAS AUTHORIZED THE PLATTING THEREOF AND DOES HEREBY DEDICATE THE STREETS, EASEMENTS AND RESERVE AREAS TO THE PUBLIC USE FOREVER.

WITNESS:

_____ _____
OWNER

_____

STATE OF OHIO
COUNTY OF UNION

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY PERSONALLY CAME

_____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSES THEREIN EXPRESSED. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS __ DAY OF _____ , 2018.

BY _____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS ___ DAY OF _____ 2018 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

## AUDITOR'S PARCEL ACREAGE

THIS PLAT CONSISTS OF 54.09 ACRES FROM AUDITOR'S PARCEL NO. 1100120010000 (BUXTON DEVELOPMENT CO., O.R. 527, PAGE 782)

## BASIS OF BEARINGS

Bearings indicated hereon are based on an assumed meridian with all others based on angles turned.

## APPROVALS

_____ _____
CHAIRMAN, DOVER TOWNSHIP TRUSTEES — DATE

_____ _____
UNION COUNTY ENGINEER — DATE

_____ _____
UNION COUNTY BOARD OF HEALTH — DATE

_____ _____
LUC REGIONAL PLANNING COMMISSION — DATE

_____ _____
UNION COUNTY COMMISSIONER — DATE

_____ _____
UNION COUNTY COMMISSIONER — DATE

_____ _____
UNION COUNTY COMMISSIONER — DATE

TRANSFERRED THIS_____ DAY OF _____ , 2018.

_____ _____
UNION COUNTY AUDITOR — DATE

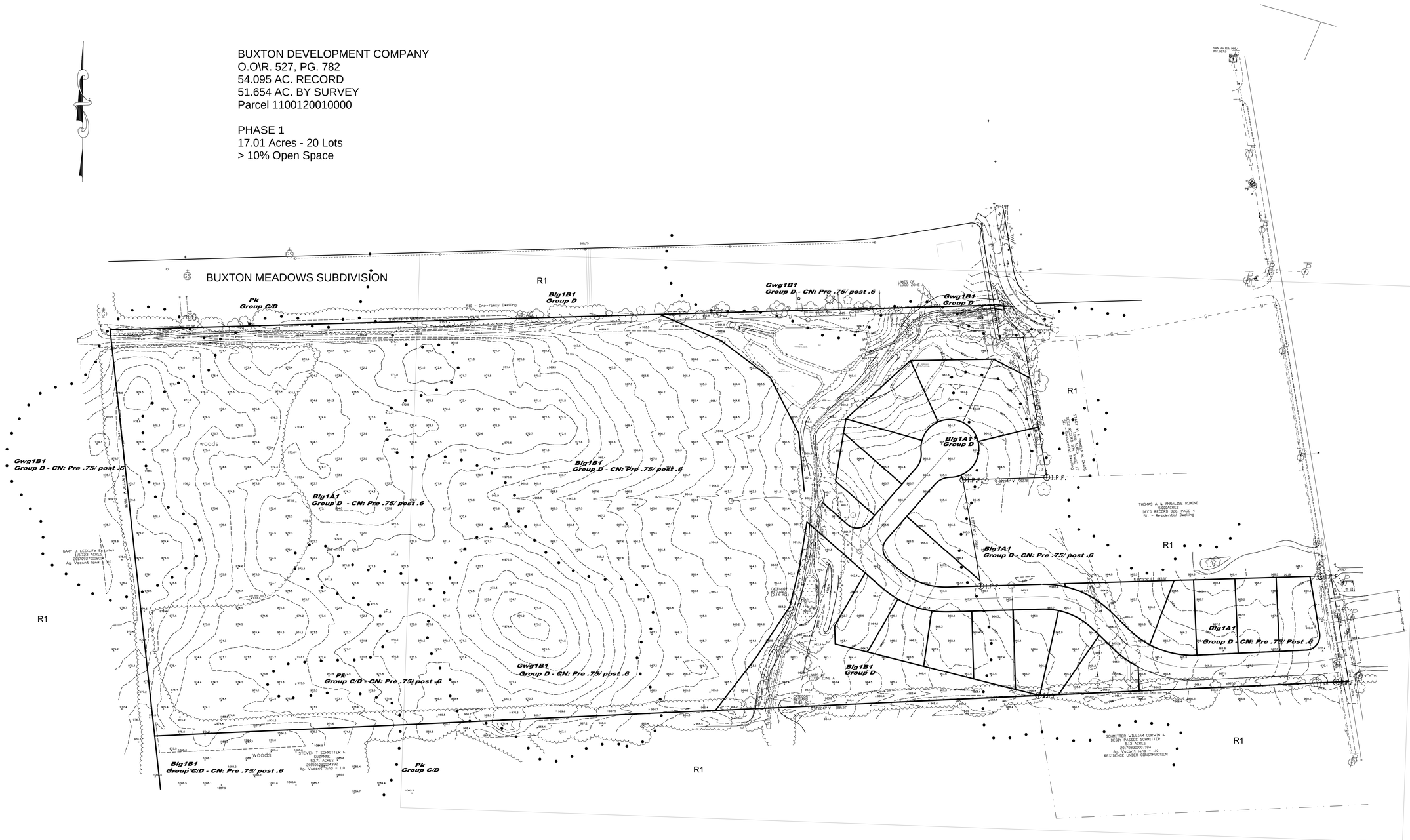
FILED FOR RECORD THIS _____ DAY OF_____ , 2018, AT _____ M.

RECORDED THIS _____DAY OF_____ , 2018, IN PLAT BOOK_____ , PAGE(S)_____

_____ _____
UNION COUNTY RECORDER — DATE

BUXTON DEVELOPMENT COMPANY
O.O\R. 527, PG. 782
54.095 AC. RECORD
51.654 AC. BY SURVEY
Parcel 1100120010000

PHASE 1
17.01 Acres - 20 Lots
> 10% Open Space




ADJOINERS ARE IN R1 ZONNING

PRELIMINARY - NOT FOR CONSTRUCTION

OHIO Utilities Protection SERVICE
Call Before You Dig
1-800-362-2764 or 811


Diamond V, LLC
Surveyors & Engineers
8205 SMITH CALHOUN RD.
PLAIN CITY, OH 43064
FAX: 614-873-5769
PHONE: 614-620-0331
www.diamondvllc.com



These drawings are instruments of professional service by Diamond V, LLC for the designated project. Diamond V, LLC assumes no liability for unauthorized use of these drawings, specifications & documents.


GRAPHIC SCALE
1" = 120'

CALCULATED WAD
CHECKED SL 8/21/18

SITE

Mills of Watkins, Union Co., Ohio

C.1


A:\Diamond V Projects\Projects Diamond V, LLC\Team Folder\Working Plat Subdivision Mills\Mills Preliminary Plan.dwg, 8/21/18

# MILLS OF WATKINS - PHASE I

## DOVER TOWNSHIP, UNION COUNTY, OHIO

## V.M.S. 9028

SCALE: 1"=60'

60' 30' 0 60' 120'

NORTH

6/14/2021

LEGEND

- ⓘI.P.F. IRON PIPE FOUND, ANY I.D. NOTED 3/4" HOLLOW PIPE (Unless otherwise noted)
- ●I.P.S. IRON PIPE SET (3/4" I.D. HOLLOW STEEL PIPE, 30" LONG, WITH A PLASTIC CAP STAMPED "S-7876").
- ⊙P.K.F. MAG NAIL FOUND
- ●P.K.S. MAG NAIL SET
- ∅ RAILROAD SPIKE FOUND

P.O.B. – POINT OF BEGINNING

R.P.O.B. – REFERENCE POINT OF BEGINNING

| Curve Table | | | | |
|---|---|---|---|---|
| Curve # | Arc Length | Radius | Delta | Chord |
| C6 | 127.30' | 170.00' | 42° 54' 18" | N70° 13' 01"W 124.35' |
| C7 | 54.98' | 35.00' | 90° 00' 06" | N03° 45' 50"W 49.50' |
| C8 | 42.05' | 50.00' | 48° 11' 23" | N65° 19' 55"E 40.82' |
| C9 | 26.72' | 70.00' | 21° 52' 03" | N78° 29' 35"E 26.55' |
| C10 | 93.60' | 70.00' | 76° 36' 33" | N29° 15' 16"E 86.78' |
| C16 | 54.98' | 35.00' | 89° 59' 54" | S86° 14' 10"W 49.50' |
| C17 | 56.61' | 185.00' | 17° 31' 56" | N57° 31' 50"W 56.39' |

| Curve Table: Alignments | | | | |
|---|---|---|---|---|
| Curve # | Arc Length | Radius | Delta | Chord |
| C26 | 126.28' | 155.00' | 46° 40' 41" | S72° 06' 13"E 122.81' |
| C27 | 149.71' | 200.00' | 42° 54' 18" | S70° 13' 01"E 146.29' |
| C28 | 159.24' | 200.00' | 45° 37' 03" | S68° 51' 38"E 155.06' |
| C29 | 203.18' | 250.00' | 46° 33' 55" | S69° 20' 04"E 197.63' |

### OPEN SPACE

| | |
|---|---|
| SITE | 51.65 ACRES |
| OUTLOTS | 5.98 ACRES |
| PONDS | 0.71 ACRES |
| NET | 5.27 ACRES |
| 10% RE'Q | 5.16 ACRES |
| BUFFER | 0.11 ACRES |

### PHASE I

| ACREAGES | | SETBACKS | |
|---|---|---|---|
| LOTS | 8.16 ACRES | FRONT | 35' |
| OUTLOTS | 5.98 ACRES | SIDE | 10' |
| R/W | 2.87 ACRES | REAR | 40' |
| TOTAL | 17.01 ACRES | | |

Hilton Mill Rd. 60'

2 Homes

BP Sta. 0+00.00

PI Sta. 0+45.26

N 88°20'34" E 807.08'

20' URE UTILITY ESMT./ GAS EASEMENT

N 66°56'55" W 359.85'

N 53°01'57" W 149.23'

N 29°58'49" W 350.65'

N 03°56'27" E 169.94'

N 33°36'52" E 150.88'

PARK OUTLOT #1

153,936 SQ. FT. 3.534 Ac.

N 88°22'28" E 57.08'

EP Sta. 2+92.33

I.P.S.

S 09°20'20" E 81.18' - 14.03'

14.60'

20' URE & UTILITY ESMT.

S 84°29'48" W 206.76'

17 19479 SQ. FT.

16 24521 SQ. FT.

18 16494 SQ. FT.

19 17362 SQ. FT.

20 14646 SQ. FT.

15 16176 SQ. FT.

14 21237 SQ. FT.

13 20431 SQ. FT.

12 16505 SQ. FT.

11 17974 SQ. FT.

10 16427 SQ. FT.

9 16992 SQ. FT.

8 15335 SQ. FT.

7 14621 SQ. FT.

6 16967 SQ. FT.

5 18955 SQ. FT.

4 14649 SQ. FT.

3 18113 SQ. FT.

2 17946 SQ. FT.

1 16069 SQ. FT.

40' BSBL

35' BSBL

10' BSBL

105.24'

97.80'

95.82'

113.13'

63.26'

EP: 23+37.61

C68

C66

C10

C9

C8

C16

C17

BLACKHURST MILL CT. (60')

Detention Area 13,500 SQ. FT. 0.076 Ac.

N 48°46'52" W 78.46'

140.36'

BP: 20+00.00

S 48°46'52" E 240.35'

100.57'

35.57'

108.74'

108.73'

160.34'

103.00'

N 41°16'53" E

S 41°13'07" W 100.00'

N 48°46'52" W 234.36'

S 09°35'30" E 13.29'

80.71' S 88°19'50" W

145.20'

N 88°19'50" E 225.91'

CLIFTON MILL DRIVE

R = 170.00'; ARC = 56.22'

44.38' 100.00'

S 46°03'07" E 22.04'

R = 230.00'; ARC = 183.12'

S 46°03'07" E 63.72'

R = 220.00'; ARC = 61.06'

116.35'

R = 220.00'; ARC = 111.54'

99.80'

R = 220.00'; ARC = 0.20'

N 87°22'58" E 234.15'

R = 125.00'; ARC = 15.21'

S 87°22'58" W 34.35'

R = 35.19'; ARC = 54.88'

N 80°24'40" E 103.56'

CLIFTON MILL DRIVE (60')

WATKINS ROAD 60' R/W

845.75' N 88°19'59" E

N 88°20'03" E 318.54'

N 88°19'59" E 99.75'

N 88°19'59" E 99.74'

N 88°19'59" E 92.04'

258.63' S 09°33'02" E 184.39'

S 09°33'02" E 712.91'

S 09°35'03" E 342.62'

S 09°35'03" E 136.87'

S 09°33'02" E 196.36'

S 09°33'02" E 64.24'

S 87°22'51" W 2,886.68'

784.25'

S 87°22'51" W 45.16'

N 75°50'07" W 51.18'

N 75°50'07" W 9.44'

N 75°50'07" W 111.43'

S 87°22'51" W 215.00'

Detention Area 27,500 SQ. FT. 0.63 Ac.

PARK OUTLOT #2

106,705 SQ. FT. (2.449 Ac.)

N 22°38'41" W 18.39'

S 88°19'57" W 202.78'

I.P.F.

P.K.F.

V.M.S. 5135

V.M.S. 9028

HILTON MILL RD. C.R. #101-A 60' R/W

HILTON MILL RD. WIDTH VARIES

ROBERT L. & BETTY S. BOYDEN Total: 4.00 Ac.

THOMAS A. & ANNALISE POWER 5.000ACRES DEED VOLUME 326, PAGE 41 511 – Residential Dwelling

5' NO ACCESS EASEMENT

20' HOMEOWNER'S ASSOC., LANDSCAPING EASEMENT, SANITARY, UTILITY & ELECTRIC EASEMENT.

20' SANITARY EASEMENT

20' SANITARY AND UTILITY ESMT.

20' URE, UTILITY & DRAINAGE EASEMENT.

DRAINAGE EASEMENT.

60' ACCESS EASEMENT

DRIVE

BENCH MARKS, OHIO SPC NORTH ZONE NAVD 88.

405, N 204941.75, E 1743502.68, ELEV. 967.71, IRON PIPE SET
400, N 205890.50, E 1743048.93, ELEV. 963.63, PK NAIL SET
401, N 205608.61, E 1743153.58, ELEV. 959.30, PK NAIL SET

Horizontal & Vertical Control (HORIZ / VERT CNTL)

*ODOT VRS Datum/Reference Frame.*
*The NAD83 (2011) horizontal component of the VRS network is based on the NAD83 (2011) reference frame; 2010.0 epoch, as determined by the NGS;*
*The vertical component for all mountpoints of the VRS network is based on NAVD88, as determined by NGS.*

HORIZ / VERT
CNTL 401

CNTL. PT. 401 , PK$

HORIZ / VERT
CNTL 405

CNTL. PT. 405 , IPS W/ DV CAP

STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77

STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77
511 - Residential Dwelling

THOMAS A. & ANNALISE ROMINE
5.000ACRES
DEED RECORD 326, PAGE 4
511 - Residential Dwelling

**LEGEND**

- PROP. BLDG. PAD
- EX. CONTOUR
- PROP. CONTOUR
- CENTERLINE
- 100 YEAR FLOODWAY
- TREE LINE
- CENTERLINE DITCH
- WETLAMD
- SOIL BOUNDARY
- SOIL BOUNDARY
- PROP. SAN. LATERAL
- CENTERLINE PROP. STM.
- PROP. SURFACE DRAINAGE FLOW DIRECTION
- PROP. DRAIN TILE W/ FLOW DIRECTION
- PROP. FLOOD ROUTE W/ FLOW DIRECTION
- SILT FENCE
- STRAW BALES

BLACKHURST MILL CT.
CLIFTON MILL DRIVE
WATKINS ROAD
60'-RW

Park Reserve #1, 3.533 Ac.
Park Reserve #2, 2.450 Ac.

R=155.00
D = 46° 40' 41"
P.I.= Sta. 1+55.11
Dc = 36° 57' 54"
L = 126.28'
T = 66.88'
E = 13.81

R = 15.00': ARC = 12.60'

R=200.00
D = 42° 54' 18"
P.I.= Sta. 5+34.03
Dc = 28° 38' 52"
L = 149.77'
T = 78.59'
E = 14.89

R=200.00
D = 45° 37' 03"
P.I.= Sta. 9+15.23
Dc = 28° 38' 52"
L = 159.24'
T = 84.11'
E = 16.97

R=250.00
D = 46° 33' 55"
P.I.= Sta. 11+63.65
Dc = 22° 55' 06"
L = 203.18'
T = 107.58'
E = 22.16

R=155.00
D = 6° 58' 18"
P.I.= Sta. 15+02.85
Dc = 36° 57' 54"
L = 18.86'
T = 9.44'
E = 0.29

DO NOT DISTURB

DO NOT DISTURB

CATEGORY 1 – WETLANDS TYP

CATEGORY I WETLAND (0.14 AC.)

CATEGORY I WETLAND (0.03 AC.)

LIMITS OF FLOOD ZONE A

TRIBUTARY STREAM TO MILL CREEK

NOT FOR CONSTRUCTION

STATE OF OHIO
STEVEN L. LAMPHEAR
E-78795
REGISTERED PROFESSIONAL ENGINEER

OWNER:
BUXTON DEVELOPMENT CO.
7510 MERCHANT ROAD
PLAIN CITY, OH 43064

DESIGNED BY:
DIAMOND V, LLC
STEVE LAMPHEAR, P.E., P.S.
(614) 620-0331

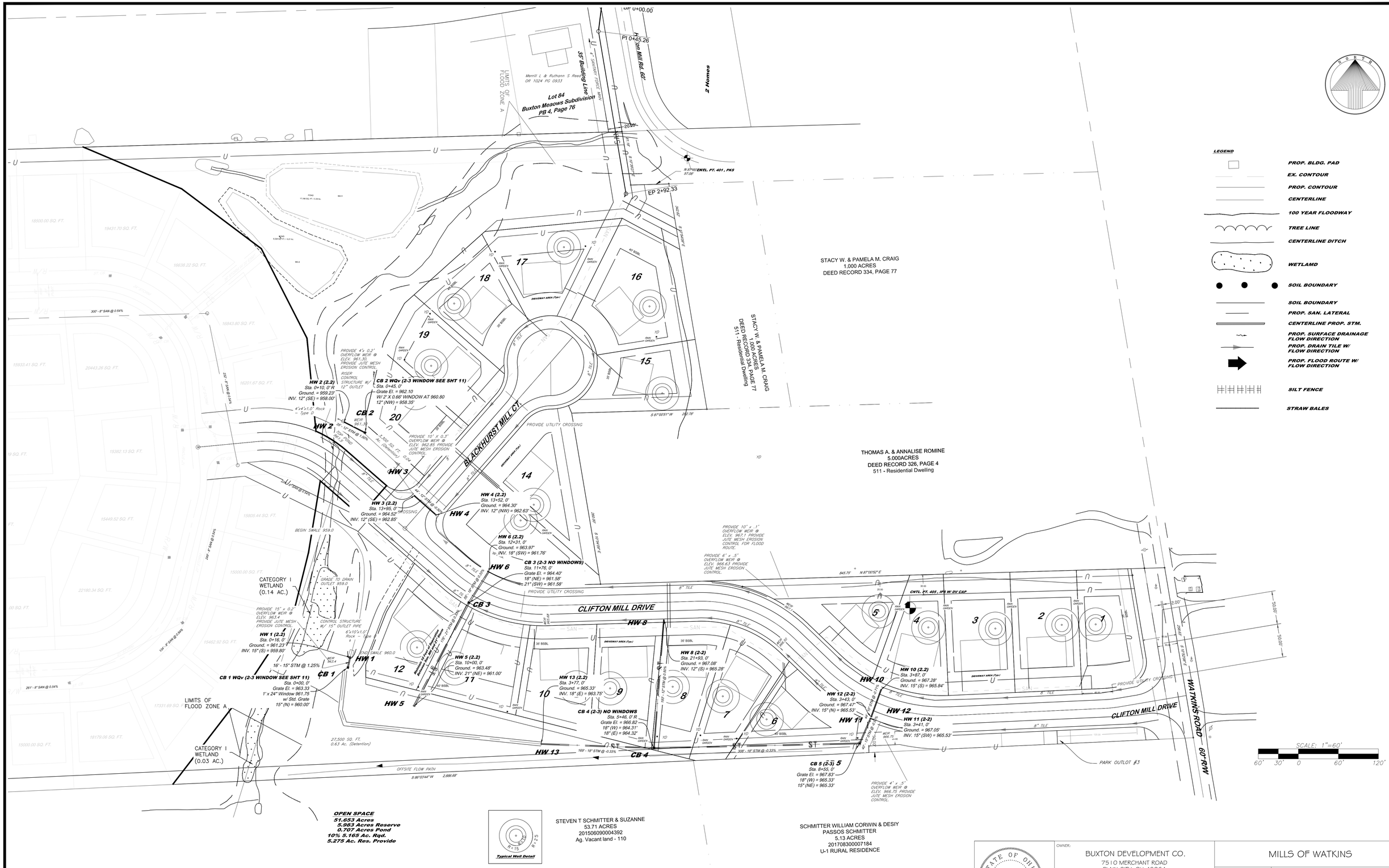
MILLS OF WATKINS

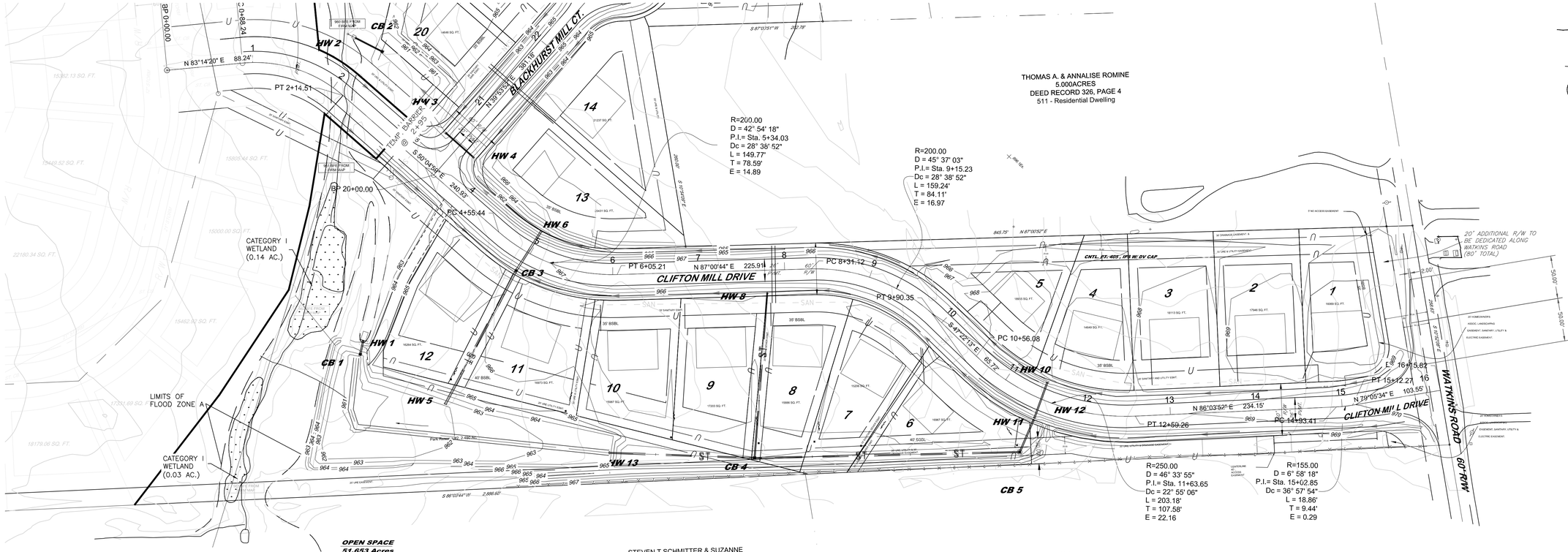
SCALE: 1" = 60' | THIS SHEET: SITE PLAN
DATE: 5/24/2021 | DRAWN BY: sl

GEN. SITE PLAN

REVISED: . . . .

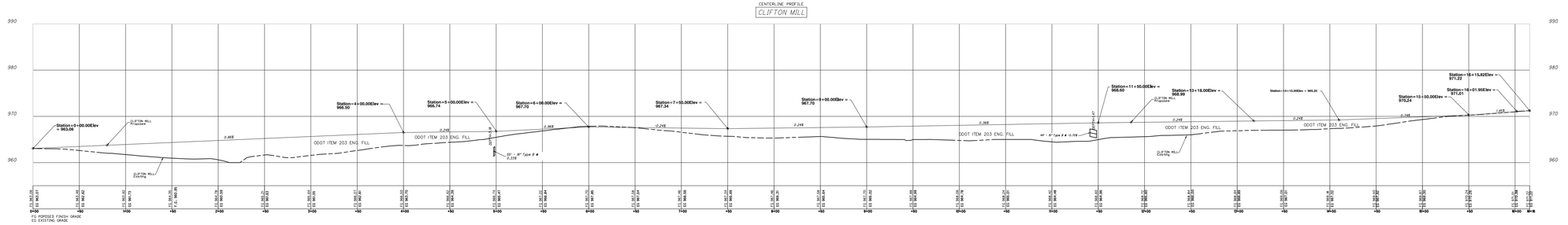
PAGE NUMBER: 5 OF 15


LEGEND
PROP. BLDG. PAD
EX. CONTOUR
PROP. CONTOUR
CENTERLINE
100 YEAR FLOODWAY
TREE LINE
CENTERLINE DITCH
WETLAMD
SOIL BOUNDARY
SOIL BOUNDARY
PROP. SAN. LATERAL
CENTERLINE PROP. STM.
PROP. SURFACE DRAINAGE FLOW DIRECTION
PROP. DRAIN TILE W/ FLOW DIRECTION
PROP. FLOOD ROUTE W/ FLOW DIRECTION
SILT FENCE
STRAW BALES
NORTH
BLACKHURST MILL CT.
CLIFTON MILL DRIVE
WATKINS ROAD
60'-R/W
Fishburn Mill Rd. 60'
35' Building Line
LIMITS OF FLOOD ZONE A
Lot 84
Buxton Meaows Subdivision
PB 4, Page 76
2 Homes
Merrill L & Ruthann S Reed
OR 1024 PG 093
STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77
STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77
511 - Residential Dwelling
THOMAS A. & ANNALISE ROMINE
5.000ACRES
DEED RECORD 326, PAGE 4
511 - Residential Dwelling
STEVEN T SCHMITTER & SUZANNE
53.71 ACRES
201506090004392
Ag. Vacant land - 110
SCHMITTER WILLIAM CORWIN & DESIY
PASSOS SCHMITTER
5.13 ACRES
201708300007184
U-1 RURAL RESIDENCE
CATEGORY I WETLAND (0.14 AC.)
CATEGORY I WETLAND (0.03 AC.)
HW 1 (2.2)
Sta. 0+16, 0' R
Ground. = 961.23'
INV. 15" (S) = 959.80'
HW 2 (2.2)
Sta. 0+10, 0' R
Ground. = 959.23'
INV. 12" (SE) = 958.00'
HW 3 (2.2)
Sta. 13+95, 0'
Ground. = 984.52'
INV. 12" (SE) = 962.85'
HW 4 (2.2)
Sta. 13+52, 0'
Ground. = 964.30'
INV. 12" (NW) = 962.63'
HW 5 (2.2)
Sta. 10+00, 0'
Ground. = 963.48'
INV. 21" (NE) = 961.00'
HW 6 (2.2)
Sta. 12+31, 0'
Ground. = 963.97'
INV. 18" (SW) = 961.76'
HW 8 (2-2)
Sta. 21+69, 0'
Ground. = 967.08'
INV. 12" (S) = 965.28'
HW 10 (2.2)
Sta. 3+67, 0'
Ground. = 967.28'
INV. 15" (S) = 965.84'
HW 11 (2-2)
Sta. 3+41, 0'
Ground. = 967.05'
INV. 15" (SW) = 965.53'
HW 12 (2-2)
Sta. 3+43, 0'
Ground. = 967.47'
INV. 15" (N) = 965.53'
HW 13 (2.2)
Sta. 3+77, 0'
Ground. = 965.33'
INV. 18" (E) = 963.75'
CB 1 WQv (2-3 WINDOW SEE SHT 11)
Sta. 0+00, 0'
Grate El. = 963.33
1' x 24" Window 961.75
w/ Std. Grate
15" (N) = 960.00'
CB 2 WQv (2-3 WINDOW SEE SHT 11)
Sta. 0+45, 0'
Grate El. = 962.10
W: 2' X 0.66' WINDOW AT 960.80
12" (NW) = 958.35'
CB 3 (2-3 NO WINDOWS)
Sta. 11+76, 0'
Grate El. = 964.40'
18" (NE) = 961.58'
21" (SW) = 961.58'
CB 4 (2-3) NO WINDOWS
Sta. 5+46, 0' R
Grate El. = 966.82
18" (W) = 964.31'
18" (E) = 964.32'
CB 5 (2-3) 5
Sta. 8+55, 0'
Grate El. = 967.83'
18" (W) = 965.33'
15" (NE) = 965.33'
CB 2
CB 1
HW 1
HW 2
HW 3
HW 4
HW 5
HW 6
CB 3
HW 8
HW 10
HW 11
HW 12
HW 13
CB 4
CB 5
PROVIDE 4'x 0.2' OVERFLOW WEIR @ ELEV. 961.30, PROVIDE JUTE MESH EROSION CONTROL
RISER CONTROL STRUCTURE W/ 12" OUTLET
PROVIDE 10' x 0.3' OVERFLOW WEIR @ ELEV. 963.85 PROVIDE JUTE MESH EROSION CONTROL
PROVIDE 10' x .1' OVERFLOW WEIR @ ELEV. 967.1 PROVIDE JUTE MESH EROSION CONTROL FOR FLOOD ROUTE.
PROVIDE 6' x .5' OVERFLOW WEIR @ ELEV. 966.6 PROVIDE JUTE MESH EROSION CONTROL.
PROVIDE 4' x .5' OVERFLOW WEIR @ ELEV. 966.75 PROVIDE JUTE MESH EROSION CONTROL.
PROVIDE 15' x 0.2' OVERFLOW WEIR @ ELEV. 963.4 PROVIDE JUTE MESH EROSION CONTROL
CONTROL STRUCTURE W/ 15" OUTLET PIPE
6'x10'x1.6' Rock - Type
16' - 15" STM @ 1.25%
169' - 18" STM @ -0.33%
308' - 18" STM @ -0.33%
96' - 18" STM @ 0.33%
96' - 12" STM @ 4.00%
30' - 12" STM @ 1.00%
261' - 8" SAN @ 0.54%
300' - 8" SAN @ 0.54%
232' - 8" SAN @ 0.54%
394' - 8" SAN @ 0.54%
144' - 8" SAN @ 0.54%
204' - 8" SAN @ 0.54%
BEGIN SWALE 959.0
END SWALE 960.0
SWALE TO DRAIN OUTLET 959.0
OFFSITE FLOW PATH
S 86°03'44" W 2,686.68'
27,500 SQ. FT.
0.63 Ac. (Detention)
PROVIDE UTILITY CROSSING
CNTL. PT. 401 , PK5
CNTL. PT. 405 , IPR W/ DV CAP
PARK OUTLOT #3
Typical Well Detail
SCALE: 1"=60'
60' 30' 0 60' 120'
OPEN SPACE
51.653 Acres
5.983 Acres Reserve
0.707 Acres Pond
10% 5.165 Ac. Rqd.
5.275 Ac. Res. Provide
NOT FOR CONSTRUCTION
2 WORKING DAYS BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE
STATE OF OHIO
STEVEN L LAMPHEAR E-78795
REGISTERED PROFESSIONAL ENGINEER
OWNER:
BUXTON DEVELOPMENT CO.
7510 MERCHANT ROAD
PLAIN CITY, OH 43064
DESIGNED BY:
DIAMOND V, LLC
STEVE LAMPHEAR, P.E., P.S.
(614) 620-0331
MILLS OF WATKINS
SCALE: 1" = 60'
THIS SHEET: UTILITIES
DATE: 5/24/2021
DRAWN BY: sl
PHASE I UTILITIES
REVISED:
PAGE NUMBER
6 OF 15




**LEGEND**

- PROP. BLDG. PAD
- EX. CONTOUR
- PROP. CONTOUR
- CENTERLINE
- 100 YEAR FLOODWAY
- TREE LINE
- CENTERLINE DITCH
- WETLAMD
- SOIL BOUNDARY
- SOIL BOUNDARY
- PROP. SAN. LATERAL
- CENTERLINE PROP. STM.
- PROP. SURFACE DRAINAGE FLOW DIRECTION
- PROP. DRAIN TILE W/ FLOW DIRECTION
- PROP. FLOOD ROUTE W/ FLOW DIRECTION
- SILT FENCE
- STRAW BALES




| Point Table | | | |
|---|---|---|---|
| Point # | Raw Description | Northing | Easting |
| 401 | CL CB 1 | 204833.00 | 1742662.96 |
| 402 | CL HW 2 | 205201.00 | 1742649.00 |
| 403 | CL HW 3 | 205093.02 | 1742756.45 |
| 404 | CL CB 4 | 204723.40 | 1743120.81 |
| 405 | CL HW 5 | 204779.29 | 1742758.77 |
| 406 | CL HW 6 | 204984.55 | 1742865.33 |
| 408 | CL HW 8 | 204916.15 | 1743134.66 |
| 410 | CL HW 10 | 204818.69 | 1743462.61 |
| 411 | CL HW 11 | 204774.05 | 1743447.38 |
| 412 | CL HW 12 | 204777.06 | 1743448.60 |
| 413 | CL HW 13 | 204725.13 | 1742954.77 |
| 1401 | CL HW 1 | 204848.70 | 1742666.02 |
| 1402 | CL CB 2 | 205185.76 | 1742680.51 |
| 1403 | CL CB 3 | 204934.43 | 1742841.06 |
| 1404 | CL HW 4 | 205064.72 | 1742789.93 |
| 1405 | CL CB 5 | 204736.95 | 1743432.42 |

NOT FOR CONSTRUCTION

STATE OF OHIO
STEVEN L LAMPHEAR E-78795
REGISTERED PROFESSIONAL ENGINEER

OWNER:
BUXTON DEVELOPMENT CO.
7510 MERCHANT ROAD
PLAIN CITY, OH 43064

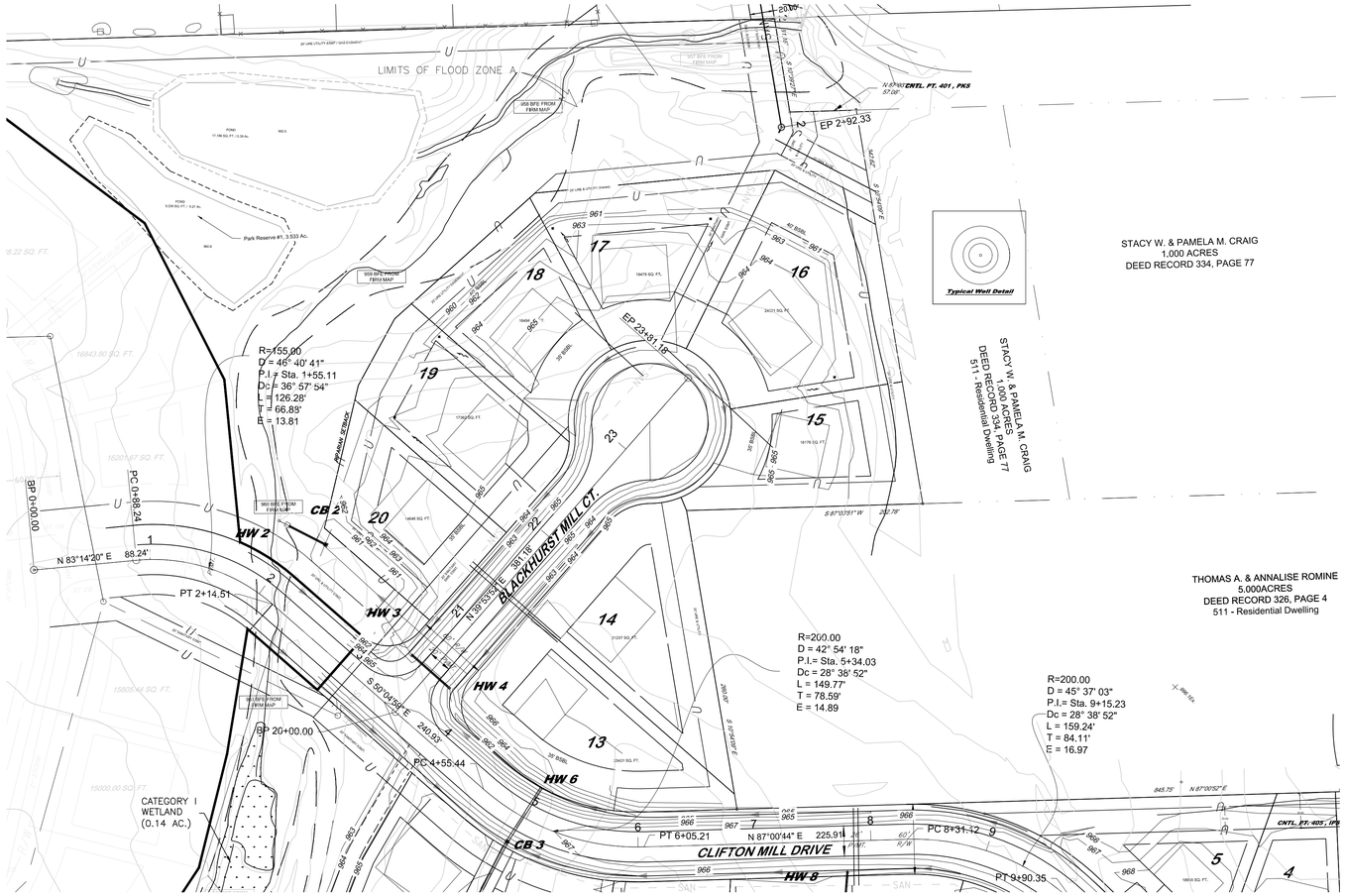
DESIGNED BY:
DIAMOND V, LLC
STEVE LAMPHEAR, P.E., P.S.
(614) 620-0331

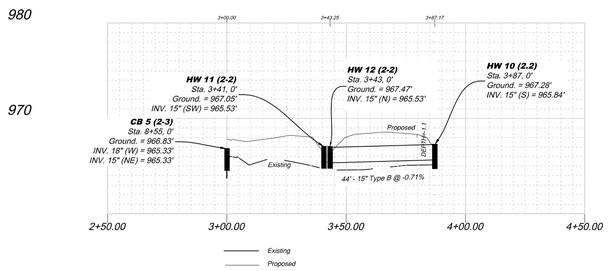
MILLS OF WATKINS

SCALE: 1" = 60'
THIS SHEET: CLIFTON MILL STREET PLAN & PROFILE
DATE: 5/24/2020
DRAWN BY: --

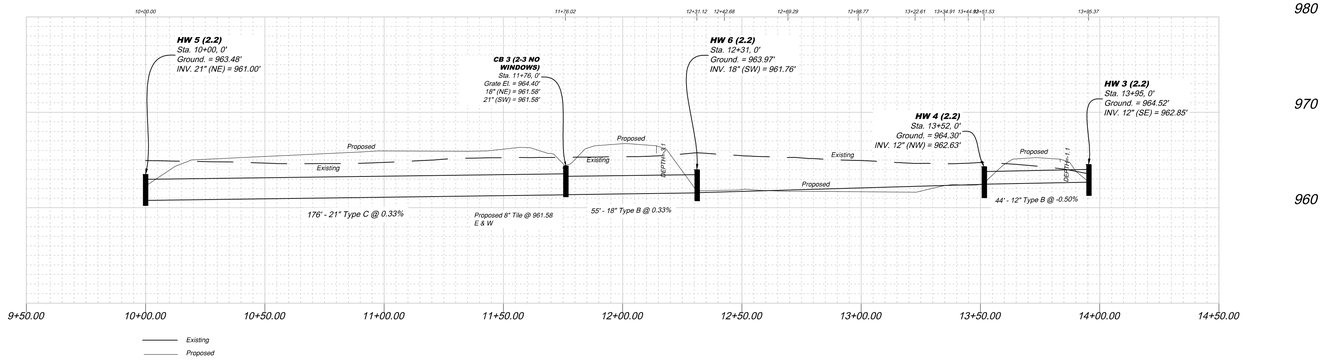
CLIFTON MILL STREET PLAN & PROFILE

REVISED: . . . .
PAGE NUMBER 8 OF 15


LIMITS OF FLOOD ZONE A
959 BFE FROM FIRM MAP
959 BFE FROM FIRM MAP
959 BFE FROM FIRM MAP
960 BFE FROM FIRM MAP
960 BFE FROM FIRM MAP
POND 17,196 SQ. FT. / 0.39 Ac.
POND 9,539 SQ. FT. / 0.21 Ac.
Park Reserve #1, 3.533 Ac.
20' UNE UTILITY EASE. / SAS EASEMENT
25' UNE & UTILITY EASMT.
EP 2+92.33
N 87°00'44" E 57.08'
CNTL. FT. 401 , PKS
STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77
Typical Well Detail
STACY W. & PAMELA M. CRAIG
1.000 ACRES
DEED RECORD 334, PAGE 77
511 - Residential Dwelling
R=155.00
D = 46° 40' 41"
P.I.= Sta. 1+55.11
Dc = 36° 57' 54"
L = 126.28'
T = 66.85'
E = 13.81
EP 2+43.15
BENJAMIN STREET
BLACKHURST MILL CT.
BP 0+00.00
PC 0+88.24
N 83°14'20" E 88.24'
PT 2+14.51
CB 2
HW 2
HW 3
HW 4
HW 6
HW 8
CB 3
N 09°53'51" E 351.18'
S 00°04'58" E 240.93'
BP 20+00.00
PC 4+55.44
CATEGORY I WETLAND (0.14 AC.)
CLIFTON MILL DRIVE
PT 6+05.21
N 87°00'44" E 225.91'
PC 8+31.12
PT 9+90.35
S 87°03'51" W 350.78'
THOMAS A. & ANNALISE ROMINE
5.000ACRES
DEED RECORD 326, PAGE 4
511 - Residential Dwelling
R=200.00
D = 42° 54' 18"
P.I.= Sta. 5+34.03
Dc = 28° 38' 52"
L = 149.77'
T = 78.59'
E = 14.89
R=200.00
D = 45° 37' 03"
P.I.= Sta. 9+15.23
Dc = 28° 38' 52"
L = 159.24'
T = 84.11'
E = 16.97
S 87°03'51" E 845.75'
N 87°00'52" E
CNTL. PT. 405 , IPK
16,843.80 SQ. FT.
16,201.87 SQ. FT.
15,865.44 SQ. FT.
15000.00 SQ. FT.
19,222 SQ. FT.
19479 SQ. FT.
24431 SQ. FT.
17342 SQ. FT.
16446 SQ. FT.
16176 SQ. FT.
18445 SQ. FT.
21237 SQ. FT.
24431 SQ. FT.
18445 SQ. FT.
42' RISER
30' RISER
30' RISER
30

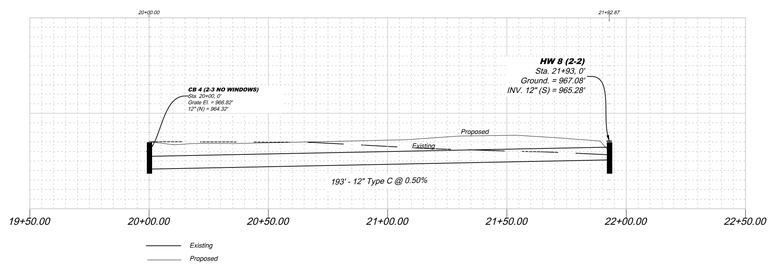



Profile View of STM 3

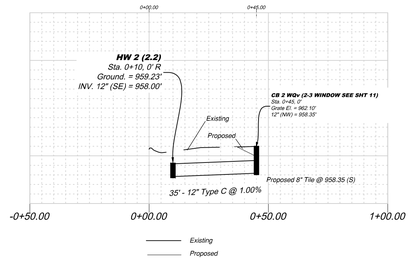



Profile View of STM 1B

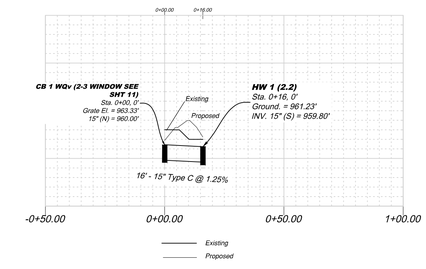
Station



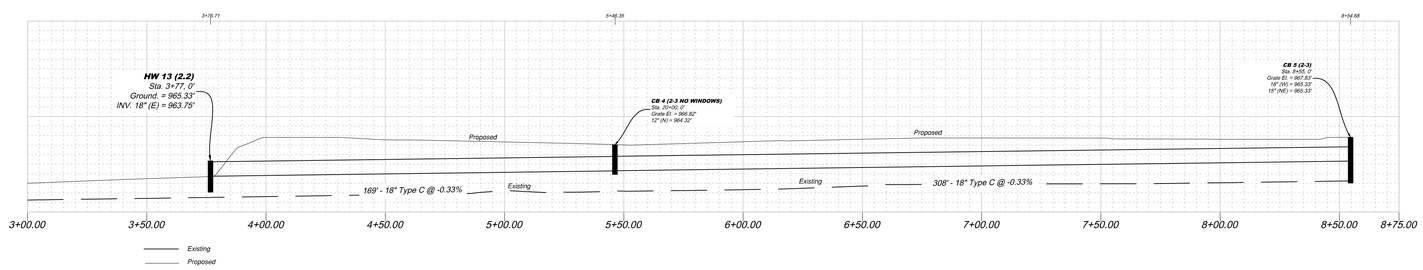

Profile View of STM 2




Profile View of POND NORTH




Profile View of POND SOUTH




Profile View of Storm Main Flow (MOD)

SCALE: 1"=30'

30' 15' 0 30' 60'

2 WORKING DAYS BEFORE YOU DIG

CALL TOLL FREE 800-362-2764

OHIO UTILITIES PROTECTION SERVICE

# NOT FOR CONSTRUCTION

STATE OF OHIO
STEVEN L LAMPHEAR
E-78795
REGISTERED
PROFESSIONAL ENGINEER

OWNER:
BUXTON DEVELOPMENT CO.
7510 MERCHANT ROAD
PLAIN CITY, OH 43064

DESIGNED BY:
DIAMOND V, LLC
STEVE LAMPHEAR, P.E., P.S.
8205 SMITH CALHOUN ROAD
PLAIN CITY, OHIO 43064
(614) 620-0331

MILLS OF WATKINS

SCALE: 1" = 30'

THIS SHEET: STORM SEWER PROFILES

DATE: 5/24/2021

DRAWN BY: --

STORM SEWER PROFILES

REVISED: . . . . .

PAGE NUMBER: 10 OF 15

**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*

May 6, 2021

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

Re: Mills of Watkins – Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on April 27, 2021. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings or resolved as indicated.

1. The construction drawings for this project are in the review process, and there are several utility locations, easement widths, etc. that do not match between the preliminary plat and construction drawings. This is anticipated, as it appears that the original preliminary plat submitted in 2018 is what was used for this preliminary plat submittal. The overall layout of the subdivision (lots, rights of way, etc.) has not changed, so we do not have an issue with this approach. All comments from City of Marysville, Union County Engineer, Dover Township and Union County Health Department will need to be addressed on the final construction drawings and final plat.
2. All comments from our September 2018 letter (attached) need to be addressed on the final plans and final plat.

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

Bill Narducci

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

Enc: Preliminary Plat Comment Letter from September 2018

Cc: Jeremy Burrey, USWCD (via email)

**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*

September 6, 2018

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

Re: Preliminary Plat Review
Mills of Watkins

Brad,

We have completed our review for the above preliminary plat, received by our office on August 27, 2018. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings, or resolved as indicated.

1. A left turn lane must be installed on Watkins Road.
2. A traffic impact study (TIS) will need to be submitted and approved prior to approval of the construction plans to determine right turn lane warrants.
3. All off-site road improvements needed for opening day are to be constructed at the same time with the internal roadway infrastructure, pending the results of the TIS.
4. The perpendicular intersection of Watkins Road and Clifton Mill drive needs to extend at least 100'.
5. Provide a clear label and definition of all easements within the development, including who all easements are granted to.
6. Provide intersection site distance exhibits for the intersection of Watkins road and Clifton Mill drive in the construction documents.
7. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
8. Provide detailed construction drawings to private utility providers.
9. Provide a letter from the Health Department for approval of well locations.

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

Bill Narducci

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

Cc: Jeremy Burrey, Union Soil and Water Conservation District (via email)

## Brad Bodenmiller

**From:** Bill Narducci <bnarducci@unioncountyohio.gov>
**Sent:** Wednesday, June 30, 2021 1:55 PM
**To:** Brad Bodenmiller
**Subject:** RE: Mills at Watkins Run Preliminary Plat - Layout & Design

Brad,

Yes, we still approve of the lots, streets, and other improvements as shown in the above referenced revised plat. If you have any questions, please let me know. Thanks

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

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

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

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Wednesday, June 30, 2021 12:35 PM
**To:** Bill Narducci <bnarducci@unioncountyohio.gov>
**Subject:** RE: Mills at Watkins Run Preliminary Plat - Layout & Design

Bill,

Is this approval still in effect? I'm asking because they submitted an updated drawing.

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

---

**From:** Bill Narducci <bnarducci@unioncountyohio.gov>
**Sent:** Thursday, May 6, 2021 5:28 PM
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Subject:** RE: Mills at Watkins Run Preliminary Plat - Layout & Design

Brad,

Please accept this correspondence as our office's approval of the lots, streets, and other improvements as shown in the above referenced plat. If you have any questions, please let me know. Thanks

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

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

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

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Thursday, May 6, 2021 2:50 PM
**To:** Bill Narducci <bnarducci@unioncountyohio.gov>
**Subject:** Mills at Watkins Run Preliminary Plat - Layout & Design

Bill,

Good afternoon! Is the layout and design of the lots, streets, and other improvements for the **Mills at Watkins Run – Preliminary Plat** approved?

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

## Brad Bodenmiller

**From:** Jim Cogar <jim.cogar@uchd.net>
**Sent:** Wednesday, June 30, 2021 11:14 AM
**To:** Brad Bodenmiller
**Subject:** Re: Distribution Letter for Mills of Watkins - Preliminary Plat

Hi Brad,

Thank you for the email. The Union County Board of Health (BOH) and the Environmental Health Division within the Union County Health Department (UCHD) are familiar with the 'Mills of Watkins' subdivision. The proposed homesites within the Mills of Watkins will be serviced by private water systems (PWS). This was approved by the Union County Board of Health on September 19, 2018. Any and all previous approvals made by the BOH and UCHD pertaining to the PWS within the Mills of Watkins subdivision are still in effect.

Please feel free to contact me if you have any questions.

Sincerely,

Jim Cogar R.S.
Deputy Director
Environmental Health Division
Union County Health Department
940 London Ave. Suite 1100
Marysville, Ohio 43040
Main: 937-642-2053
Direct: 937-645-2041
jim.cogar@uchd.net

***A nationally accredited health district since March 2017.***

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

On Wed, Jun 30, 2021 at 11:07 AM Brad Bodenmiller <bradbodenmiller@lucplanning.com> wrote:

> Jim,

I am putting-together reports for our meetings. Would you shoot me that letter (or email) confirmation on whether the Board of Health (BOH) approval of the use of individual household wells remains in effect? (I understand the development is connecting to the County sewer system and not installing individual sewer systems.)

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

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

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

---

**From:** Brad Bodenmiller
**Sent:** Thursday, June 24, 2021 1:48 PM
**To:** Jim Cogar (jim.cogar@uchd.net) <jim.cogar@uchd.net>
**Subject:** RE: Distribution Letter for Mills of Watkins - Preliminary Plat

Jim,

With changes to the lots as they are in updated submittal, I am looking for a letter or an email confirming that the Board of Health (BOH) approval of the use of individual household wells remains in effect. (See attached section of Subdivision Regulations.) I understand the development is connecting to the County sewer system and not installing individual sewer systems.

I am just looking for confirmation from you that the BOH approval is still effective.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

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

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

---

**From:** Brad Bodenmiller
**Sent:** Wednesday, June 23, 2021 11:11 AM
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>

**Cc:** Heather Martin <heathermartin@lucplanning.com>
**Subject:** Distribution Letter for Mills of Watkins - Preliminary Plat

Good morning,

I attached a copy of the **Distribution Letter** generated for and **a digital copy** of the **Mills of Watkins – Preliminary Plat**. (Note: This is *not* a Final Plat.) Paper copies were either delivered or mailed on 06-22 of this week. Please note the meeting dates and call with any questions. Thank you!

Note: This is one of four subdivision distributions being shared this morning.

**Bradley Bodenmiller**

**Director | LUC Regional Planning Commission**

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

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

# Dover Township Zoning

Keith Watson, Zoning Inspector

Brad Bodenmiller

LUC Planning

RE: Mills of Watkins Plat

Brad,

After reviewing the most recently submitted drawings, they do comply with the Zoning Code of Dover Township.

Keith Watson

Zoning Inspector

## Brad Bodenmiller

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>
**Sent:** Wednesday, June 30, 2021 10:21 AM
**To:** Brad Bodenmiller
**Cc:** Chad Green
**Subject:** Marysville Comments - July LUC Agenda Items

Brad

Please see the City of Marysville's comments below for the July LUC Agenda Items. Let us know if you have any questions or concerns.

GPN Section 11, Phase 2 - Final Plat

1. Please show the Utility Easement (as shown in the approved engineering plans) along the east side of Red Fir Ct, from Ash Grove Ct. to the start of the Drainage and Utility Easement shown on the Final Plat starting at Sta. 3+75+/-.

VN Section 4, Phase 4 - Final Plat

1. No Comments

Mills of Watkins - Preliminary Plat

1. Please label the thirty (30) wide sanitary and utility easement between Lots 16 and 17.
2. Please confirm the ownership and maintenance responsibility for each of the wastewater components.
3. Page 1 of 6, Standard Deed Restrictions For Union County Note No. 6b under Residential and Commercial references septic systems. It appears that all lots will have gravity sewers and not septic systems. Therefore, all references to septic systems should be removed. If any other sanitary sewer permits are required by Union County, please include this information in this Deed Restriction.

New California 13 - Preliminary Plat Extension

1. No Comments.

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

June 30, 2021

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO B0X 219
East Liberty, OH 43319

RE: URE comments for Mills of Watkins

Brad,

Noted comments per paper drawings received 04/27/21. Drawing set of 6 sheets issued for Mills of Watkins, Dated: 08/21/18:

1) Sheet 1 – Preliminary Plat
    a. No Comments

2) Sheet 2 – Lot Layout Phase 1
    a. Noted 20 Lots for development

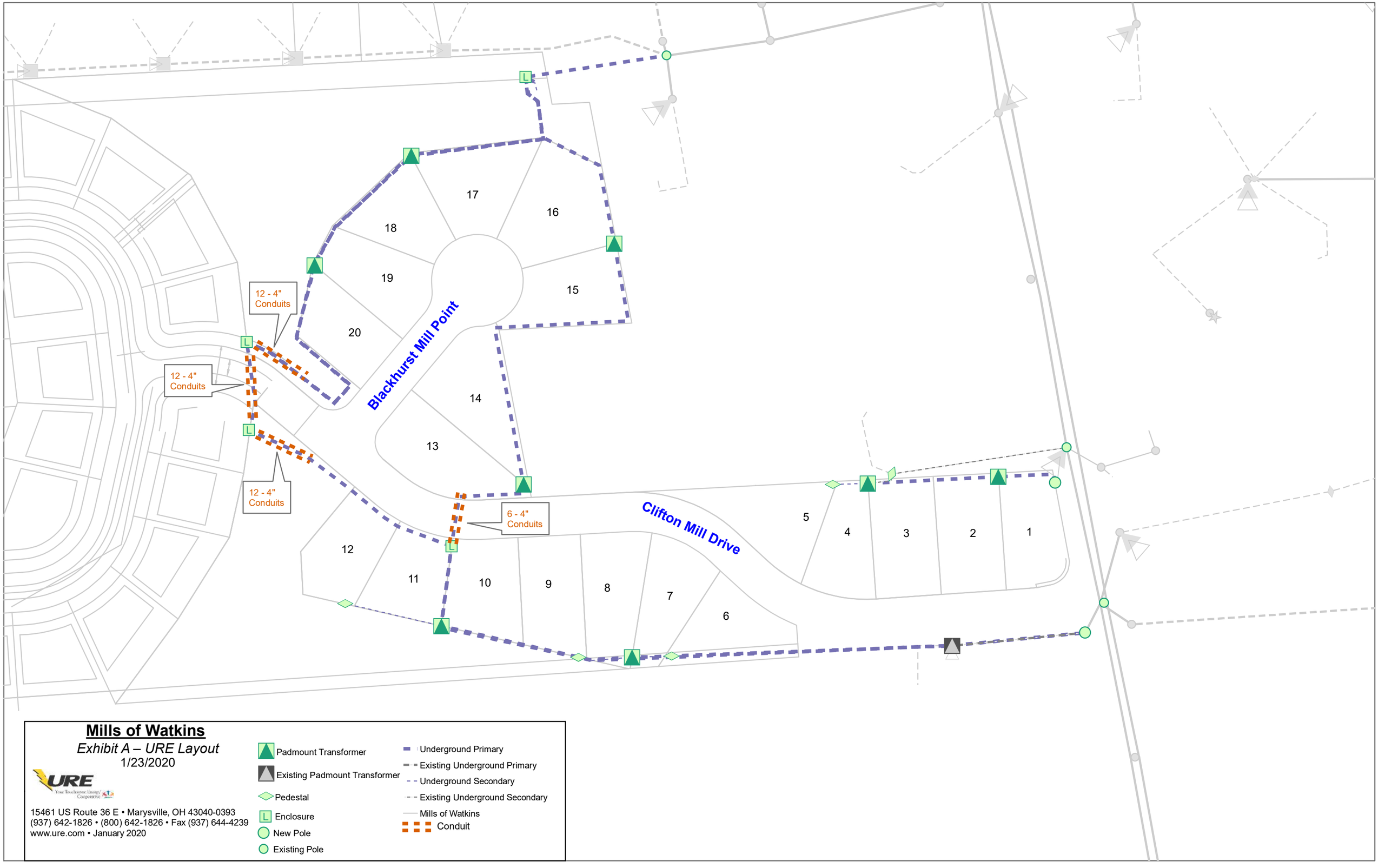
3) Sheet 3 – Phase 1 plan and profile
    a. URE Requires 10 ft Electric Easement adjacent to the proposed 20' utility easements for Rear Lot Feed for lots1-5.
    b. URE Requires 10 ft Electric Easement adjacent to the proposed 30' drainage easements for Rear Lot Feed for lots 6-12.
    c. URE requires a 20' easement between lots 10 and 11.
    d. URE Requires a 10' easement adjacent to the 20' utility easement along the north side of lots11-12 and continuing to phase 2 Reference URE Exhibit A
    e. URE Requires 20' Easements along the back of lots 13-20, Reference URE Exhibit a
    f. URE will need a road crossing starting between lots 10 and 11 crossing into the electric easement area for lot 13.
    g. URE will need a road crossing just past the wetlands on the western edge of the Phase one area where we will be installing an LBC on either side of the road.
    h. URE requires the developer to install 12 4" conduits for the wetlands crossing on the north and south side of Clifton mill Drive. Reference URE exhibit A
4) Sheet 4 – Clifton Mill Drive
    a. No Comments
5) Sheet 5 – Blackhurst Mill CT.
    a. URE will require Easements to serve the Lift station and access Hinton Mill road
6) Sheet 6 - Storm and Sanitary profiles
    a. No Comments

7) CERC will Reside within the Utility easement adjacent to the road right of way.
8) CERC also requests a 20’ easement around the western and southern parameter of the entire development.

Please contact me with questions or concerns.

Regards,

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




**Mills of Watkins**

*Exhibit A – URE Layout*

1/23/2020

15461 US Route 36 E • Marysville, OH 43040-0393
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- Padmount Transformer
- Existing Padmount Transformer
- Pedestal
- Enclosure
- New Pole
- Existing Pole
- Underground Primary
- Existing Underground Primary
- Underground Secondary
- Existing Underground Secondary
- Mills of Watkins
- Conduit

## Brad Bodenmiller

**From:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Sent:** Wednesday, June 30, 2021 12:50 PM
**To:** Brad Bodenmiller
**Subject:** RE: Preliminary Drainage - Mills at Watkins Run Preliminary Plat

No changes, approved as Reviewed.

Jeremy

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Wednesday, June 30, 2021 12:32 PM
**To:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Subject:** RE: Preliminary Drainage - Mills at Watkins Run Preliminary Plat

Jeremy,

Is this approval still in effect? I'm asking because they submitted an updated drawing.

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

---

**From:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Sent:** Friday, May 7, 2021 10:02 AM
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Subject:** RE: Preliminary Drainage - Mills at Watkins Run Preliminary Plat

Understood, Approved as reviewed.

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Friday, May 7, 2021 9:49 AM
**To:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Subject:** RE: Preliminary Drainage - Mills at Watkins Run Preliminary Plat

Jeremy,

I attached the section from the Subdivision Regulations about Preliminary Drainage. I'm asking if the preliminary plan they've provided is approved before we move-forward with any approval on our end during our meeting on the 13th.

I realize as it moves-through the Construction Drawing and Final Plat phases, there may be some changes since it's only a preliminary plan.

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

**From:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Sent:** Friday, May 7, 2021 9:18 AM
**To:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Subject:** RE: Preliminary Drainage - Mills at Watkins Run Preliminary Plat

Brad,

My Comments fall in line with Bill Narducci's as far as easement location and Marking on the plat. I also need to see where the access for Drainage easements will fall.

Jeremy

---

**From:** Brad Bodenmiller <bradbodenmiller@lucplanning.com>
**Sent:** Thursday, May 6, 2021 2:52 PM
**To:** Jeremy Burrey <jburrey@unioncountyohio.gov>
**Subject:** Preliminary Drainage - Mills at Watkins Run Preliminary Plat

Jeremy,

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

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

# Staff Report – New California Hills XIII

| | |
|---|---|
| **Applicant:** | **Evergreen Land Company**<br>c/o Wade Dunham<br>6295 Cosgray Road<br>Dublin, OH 43016<br>wdunham@shepherdexcavating.com<br><br>**Diamond V, LLC**<br>c/o Steve Lamphear<br>8205 Smith Calhoun Road<br>Plain City, OH 43064<br>steve.l@diamondvllc.com; diamondvohio@gmail.com |
| **Request:** | Approval of the New California Hills XIII – Preliminary Plat Extension for a period of two (2) years. |
| **Location:** | Located just off US Hwy 42 on the east side of New California Drive in Jerome Township, Union County. |

| | |
|---|---|
| **Staff Analysis:** | This subdivision involves 20.286 acres of land and proposes 38 single-family residential lots. To date, 0 lots have been final platted.<br><br>Proposed utilities:<br>○ City of Marysville public water system<br>○ City of Marysville public waste treatment system<br><br>Preliminary Plat:<br>○ The original Preliminary Plat was approved in September 2019.<br><br>• **Union County Engineer's Office**<br>○ The Engineer's Office submitted comments in a letter dated 07-02-21, recommending the Extension be approved with the following conditions (abbreviated by LUC staff):<br>1. That the items listed in its Preliminary Plat review letter dated 09-04-19 be addressed in the Final Construction Drawings.<br><br>• **Union County Soil & Water Conservation District**<br>○ No comments received as of 06-30-21.<br><br>• **Union County Health Department**<br>○ No comments received as of 06-30-21. |

| | |
|---|---|
| | • **City of Marysville**<br>○ In an email dated 06-30-21, the City advised it had no new comments.<br>• **Jerome Township**<br>○ The Township submitted comments in a letter dated 06-24-21. The Township did not raise concerns with the granting of a Preliminary Plat Extension.<br>• **ODOT District 6**<br>○ No comments received as of 06-30-21.<br>• **Union Rural Electric**<br>○ No comments received as of 06-30-21.<br>• **LUC Regional Planning Commission**<br>1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318). |

| | |
|---|---|
| **Staff Recommendations:** | LUC staff recommends ***APPROVAL*** of the New California Hills XIII Preliminary Plat Extension with the ***condition*** that all comments/modifications from LUC and reviewing agencies, including prior LUC approvals with conditions, shall be incorporated into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat ***prior*** to submittal. |

| | |
|---|---|
| **Z&S Committee Recommendations:** | |

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

# Application for Preliminary Plat Approval

Date: June 10, 2021

**Name of Subdivision:** New California Hills Section 13
Location: Behind Jerome Twp. Fire Station near intersection of Route 42 & New California Drive
Township: Jerome Military Survey: VMS 1440
Complete Parcel(s) Identification Number (PIN): 1500070481000

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

**Name of Applicant:** Evergreen Land Company
Address: 6295 Cosgray Road
City: Dublin State: Ohio Zip: 43016
Phone: 614-889-5510 Fax: 614-889-6680 Email: wdunham@shepherdexcavating.com

**Name of Owner of property to be subdivided:** Shepherd Land Holding Company
Address: 6295 Cosgray Road
City: Dublin State: Ohio Zip: 43016
Phone: 614-889-5510 Fax: 614-889-6680 Email: wdunham@shepherdexcavating.com

**Name of Applicant's Surveyor or Engineer:** Diamond V, LLC / Steve Lamphear
Address: 8205 Smith Calhoun Road
City: Plain City State: Ohio Zip: 43064
Phone: 614-620-0331 Fax: 614-873-5769 Email: steve.l@diamondvllc.com

Proposed Acreage to be Subdivided: 20.286 acres (will not be subdivided)

Current Zoning Classification: PD (Planned Development District)

Proposed Zoning Changes: None (zoning previously amended)

Proposed Land Use: Single Family Residential

**Development Characteristics**
Number of proposed lots: 38 Typical lot width (feet): 70' min. at front bldg. setback
Number of proposed units: 38 Typical lot area (sq. ft.): 10,290 s.f. minimum
Single Family Units: 38 Multi-Family Units: N/A

Acreage to be devoted to recreation, parks or open space: 5.541

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

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regional planning commission

Director: Bradley J. Bodenmiller

Recreation facilities to be provided: Retention ponds, open spaces

Do you propose deed restrictions? (If yes, attach a copy): Yes ✔ No ____

1. Proposed method of Supplying Water Service: Marysville public water

2. Proposed method of Sanitary Waste Disposal: Marysville public sewer
   *(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)*

3. Requests for Variances from Subdivision Regs: None
   *(If yes, please explain variances and reason for variances)*

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

| | Improvement | Installation | Guarantee |
|---|---|---|---|
| a. | Streets | Yes | |
| b. | Storm sewers / drainage system | Yes | |
| c. | Sanitary sewers | | Yes |
| d. | Water lines | | Yes |
| e. | | | |

**For Official Use**

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

# Preliminary Plat Review Checklist

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

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

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

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

EVERGREEN
LAND COMPANY

6295 COSGRAY ROAD • DUBLIN, OHIO 43016 • (614) 889 5510 • FAX (614) 889 6680

June 10, 2021

Mr. Brad Bodenmiller, Director
LUC Regional Planning Commission
9676 East Foundry Street
East Liberty, Ohio 43319

Re: New California Hills XIII Preliminary Plat Extension

Dear Brad:

We wish to request a two-year extension of the approval of the New California Hills XIII Preliminary Plat that was originally approved by the LUC Executive Committee September 12, 2019. Please place this request on the agenda for the July 2021 meeting of the LUC Regional Planning Commission. Enclosed is a check in the amount of $300.00, the fee for the plat approval extension.

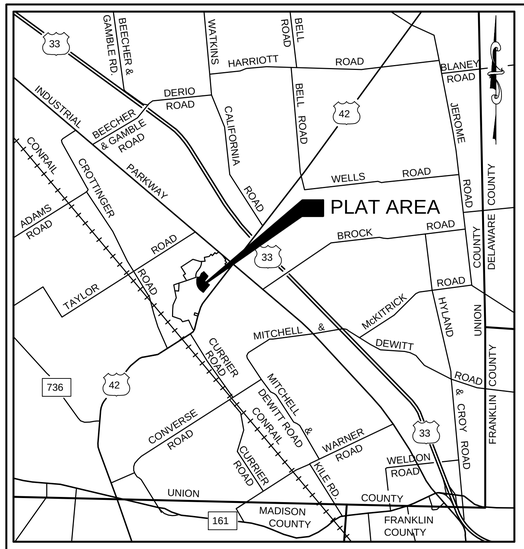
Please contact me at (614) 889-5510 or by email if you should have any questions or need further information. Thank you.

Respectfully submitted,

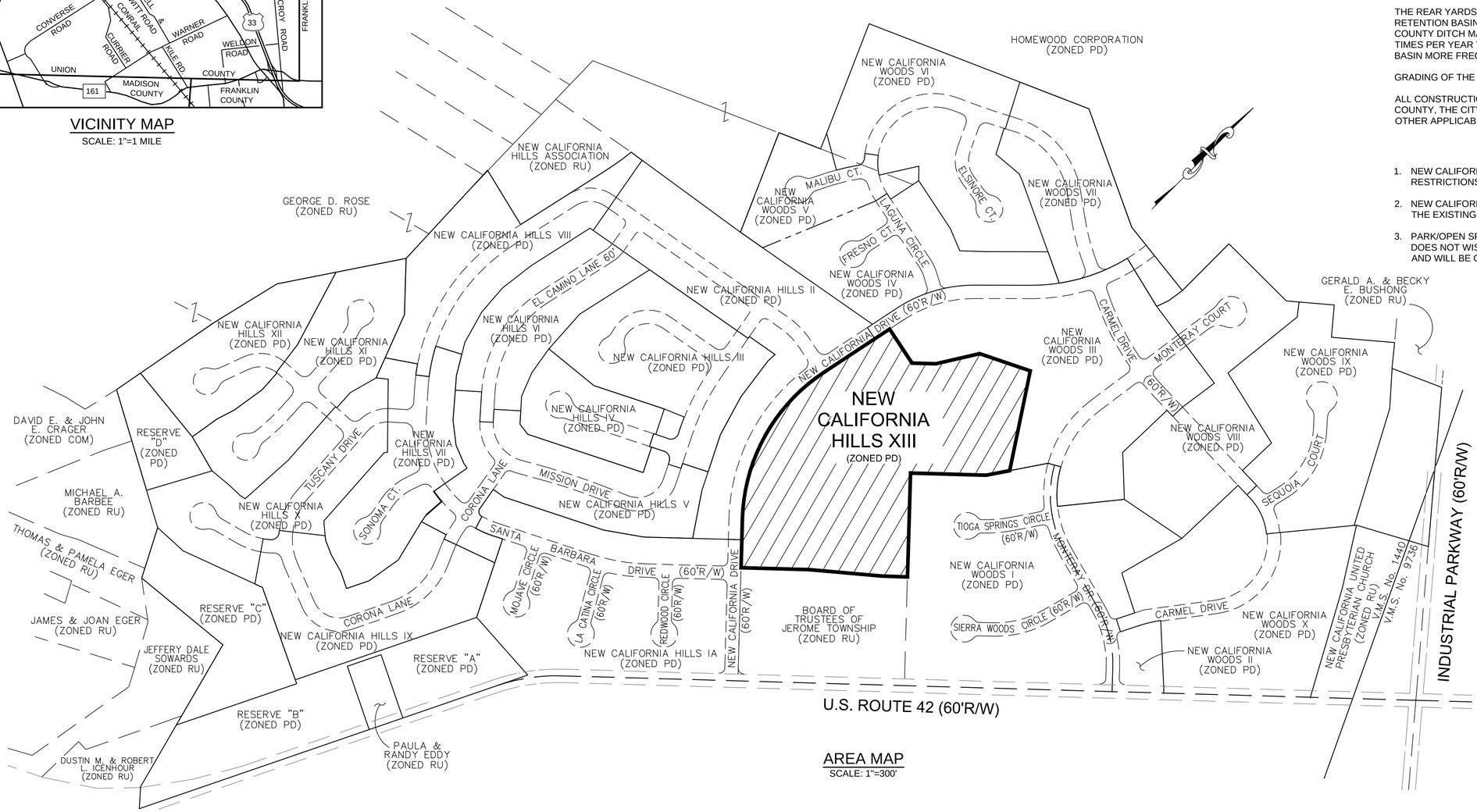
Wade Dunham

Wade Dunham
Project Manager
wdunham@shepherdexcavating.com

# JEROME TOWNSHIP, UNION COUNTY, OHIO
## NEW CALIFORNIA HILLS XIII
# PRELIMINARY PLAT
## 2019
### VIRGINIA MILITARY SURVEY 1440




VICINITY MAP
SCALE: 1"=1 MILE




AREA MAP
SCALE: 1"=300'

## STANDARD DEED RESTRICTIONS FOR UNION COUNTY

THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.

NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.

MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY. EXISTING DRAIN TILES WITHIN NEW CALIFORNIA HILLS SUBDIVISION SHALL BE RE-ROUTED SO THAT DRAINAGE ENTERING TILES WILL CONTINUE TO FLOW FREELY.

NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, WATER & SEWER TAP AND DRIVEWAY PERMITS. ZONING PERMITS ARE OBTAINED FROM THE TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATION DEPARTMENT AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY ENGINEER'S OFFICE. WATER & SEWER TAP PERMITS ARE OBTAINED FROM THE APPLICABLE SERVICE PROVIDER.

THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES WHICH ARE ESTABLISHED BY THE APPLICABLE SERVICE PROVIDER.

THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR THIS SUBDIVISION.

THE REAR YARDS OF LOTS 336, 351, 352, 353 & 373 ABUT AN EXISTING STORMWATER RETENTION BASIN. MOWING OF THE BASIN WILL BE PERFORMED AS PART OF THE ANNUAL COUNTY DITCH MAINTENANCE ASSESSMENT. MOWING WILL OCCUR APPROXIMATELY 2 TIMES PER YEAR TO KEEP THE BASIN FUNCTIONAL. PROPERTY OWNERS MAY MOW THE BASIN MORE FREQUENTLY AT THEIR OWN EXPENSE.

GRADING OF THE STORM WATER RETENTION AREAS SHALL NOT BE CHANGED.

ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF JEROME TOWNSHIP, UNION COUNTY, THE CITY OF MARYSVILLE (PROVIDER OF WATER AND SANITARY SEWER) AND OTHER APPLICABLE CODE AUTHORITIES.

## NOTES

1. NEW CALIFORNIA HILLS SECTION 13 SHALL BE SUBJECT TO THE SAME DEED RESTRICTIONS AS PREVIOUS SECTIONS 2-12.
2. NEW CALIFORNIA HILLS SECTION 13 PROPERTY OWNERS SHALL BE INCLUDED IN THE EXISTING "NEW CALIFORNIA HILLS HOMEOWNERS ASSOCIATION" (HOA).
3. PARK/OPEN SPACE AREAS SHALL BE DEEDED TO THE TOWNSHIP. IF THE TOWNSHIP DOES NOT WISH TO ACCEPT THEM, THESE AREAS WILL BE DEEDED TO THE HOA AND WILL BE OWNED AND MAINTAINED BY THE HOA.

## ENGINEER


PIZZINO ENGINEERING
& CONSULTING, LLC
9495 STATE ROUTE 161
PLAIN CITY, OHIO 43064
(614) 325-2464


## ORIGINAL SURVEY

DATE OF SURVEY: 12-31-1997
SURVEY BOOK 16, PAGE 96
BY M-E CIVIL ENGINEERING INC.
(NOW IBI GROUP)

## SURVEYOR:


Diamond V, LLC
Surveyors & Engineers
8205 SMITH CALHOUN RD.
PLAIN CITY, OH 43064
FAX: 614-873-5769
PHONE: 614-620-0331
www.diamondvllc.com


## OWNER

SHEPHERD LAND HOLDING COMPANY
6295 COSGRAY ROAD
DUBLIN, OHIO 43016
614-889-5510

(PROPERTY TO BE TRANSFERRED TO EVERGREEN LAND COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION)

## FLOOD HAZARD NOTE

THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NUMBER 39159C0390D, EFFECTIVE DATE 12/16/2008.

## LAND USAGE

LOTS 336-373 SINGLE FAMILY RESIDENTIAL

## TABULATION

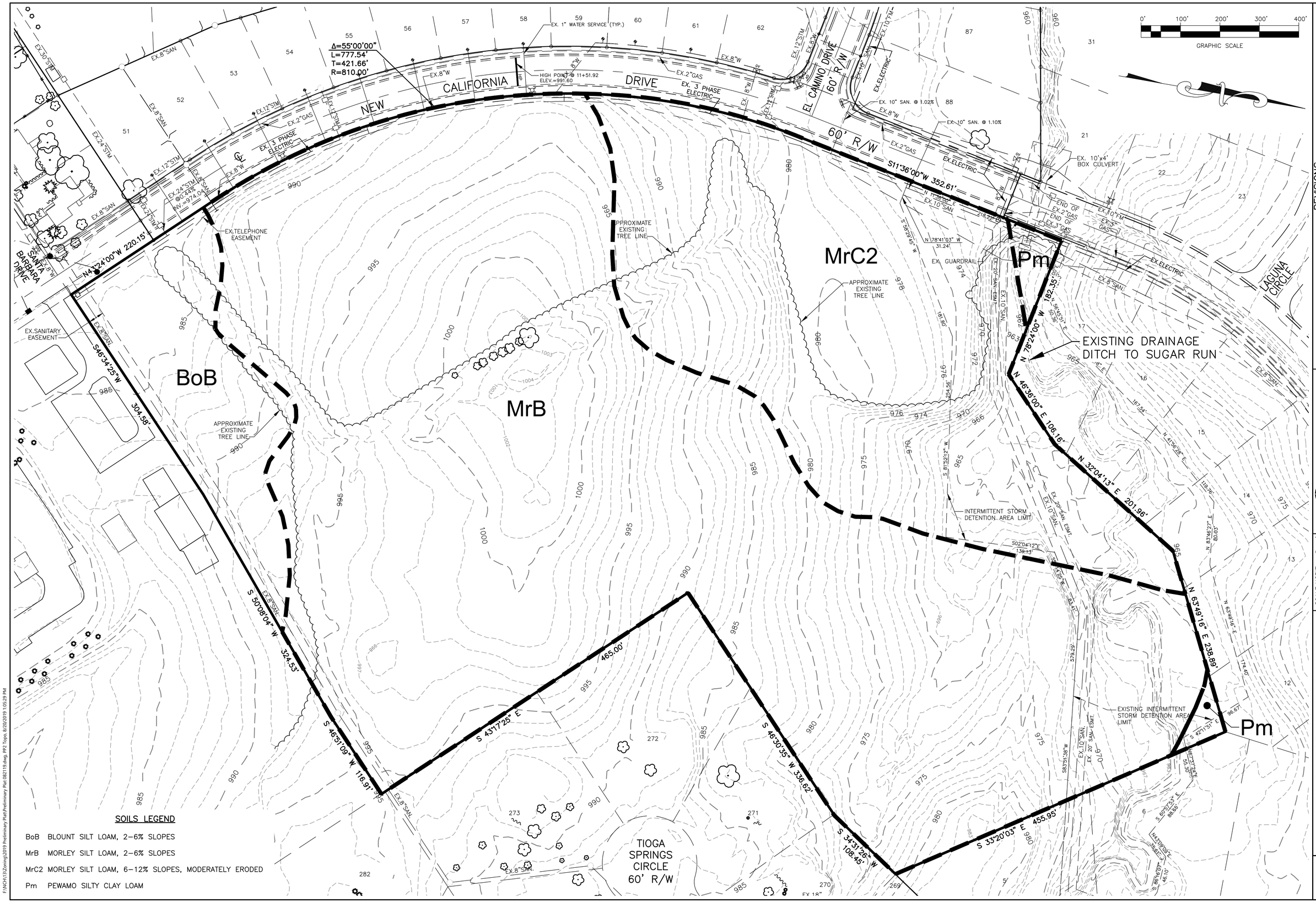
ZONING CLASSIFICATION - PD
20.286 ACRES TOTAL
5.541 ACRES PARK (27.31%)
38 SINGLE FAMILY LOTS (1.873 UNITS/ACRE)
70' MINIMUM LOT WIDTH
FRONT YARD: 25'
SIDE YARD: 7.5' MIN, 15' TOTAL
REAR YARD: 25'-LOTS 336-353,360,363,371-373
40'-LOTS 354-359,361,362,364-370

DEVELOPED AND DESIGNED BY:


EVERGREEN LAND COMPANY
6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6680




F:\NCH\13\Zoning\2019 Preliminary Plat\Preliminary Plat\Cover Sheet.dwg, Cover Sheet, 8/20/2019 1:34:19 PM




SOILS LEGEND

| | |
|---|---|
| BoB | BLOUNT SILT LOAM, 2–6% SLOPES |
| MrB | MORLEY SILT LOAM, 2–6% SLOPES |
| MrC2 | MORLEY SILT LOAM, 6–12% SLOPES, MODERATELY ERODED |
| Pm | PEWAMO SILTY CLAY LOAM |

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REVISIONS

| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| | | | |

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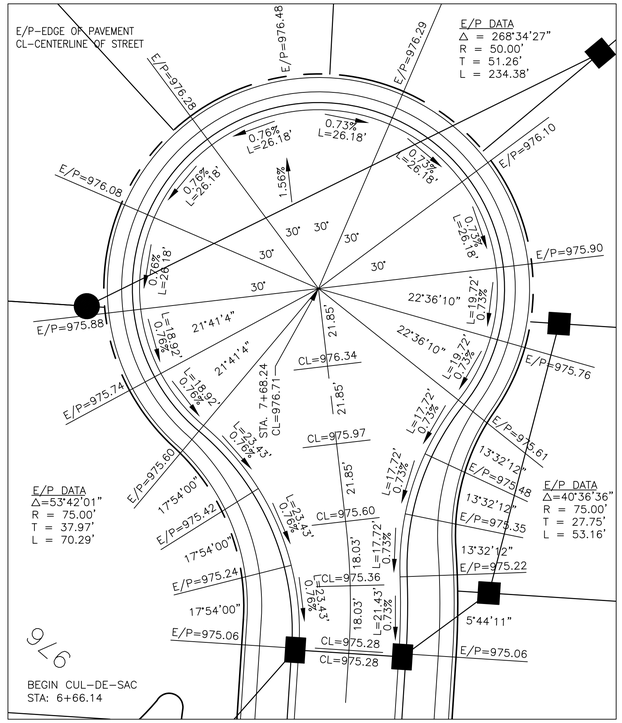
(614) 889-3510 • FAX(614) 889-6660

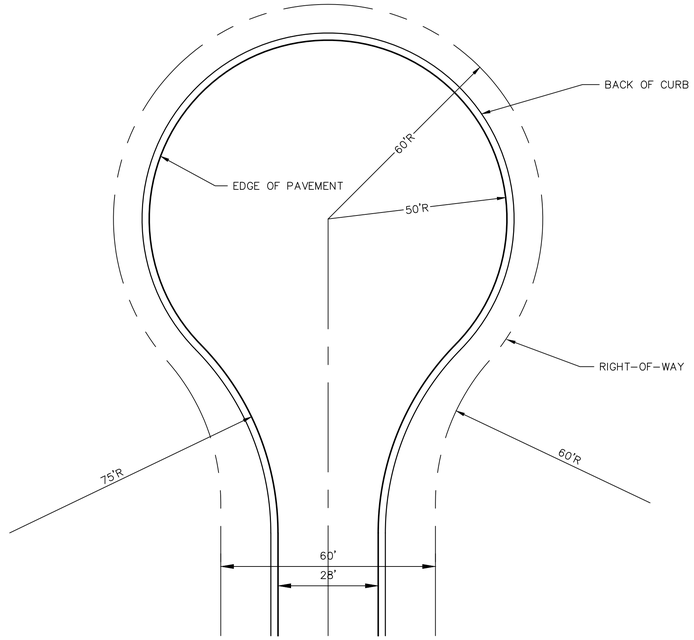
NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
PRE-DEVELOPMENT SITE CONDITIONS

| | |
|---|---|
| SCALE: HORIZ – 1"=50' | |
| VERT. – N/A | |
| DATE: JUNE, 2019 | |
| PROJECT NO. | |
| DRAWN BY: | W.D. |
| CHECKED: | W.J.P. |



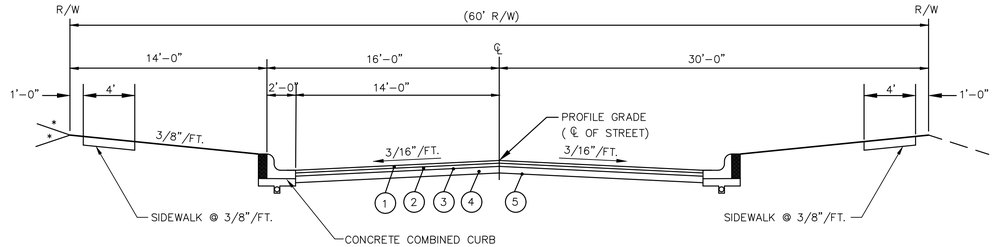

## SACRAMENTO COURT DETAIL

SCALE: 1"=20'




## CUL-DE-SAC DETAIL

NO SCALE




## LOCAL STREET WITH CURB AND GUTTER

NO SCALE

① 1.25" – 448 TYPE 1 ASPHALT CONCRETE (85–100) OR AC–20
② 1.75" – 448 TYPE 2 ASPHALT CONCRETE (85–100) OR AC–20
③ 6" – 301 BITUMINOUS AGGREGATE BASE
④ 4" – 304 AGGREGATE BASE
⑤ 203 SUBGRADE COMPACTION

## GRADING NOTE

28' WIDE PAVEMENT
TYPICAL EDGE OF PAVEMENT IS 0.22' BELOW CENTERLINE GRADE
TOP OF CURB ELEVATION IS 0.16' ABOVE CENTERLINE GRADE
RIGHT–OF–WAY ELEVATION IS 0.60' ABOVE CENTERLINE GRADE
F.G. ELEVATION IS 1.50' ABOVE RIGHT–OF–WAY ELEVATION AT HIGH SIDE OF LOT

36' WIDE PAVEMENT (EXISTING NEW CALIFORNIA DRIVE)
TYPICAL EDGE OF PAVEMENT IS 0.2813' BELOW CENTERLINE GRADE
TOP OF CURB ELEVATION IS 0.0937' ABOVE CENTERLINE GRADE
RIGHT–OF–WAY ELEVATION IS 0.41' ABOVE CENTERLINE GRADE
F.G. ELEVATION IS 1.50' ABOVE RIGHT–OF–WAY ELEVATION AT HIGH SIDE OF LOT

(Based on Ground Water Recharge Table 2, Hydrologic Soils Group "C")
Formula: Vre = A * Dre / 12
A = Acres
Dre = Recharge in Inches

**Predeveloped**

| Acres | Land Use | Dre | Vre |
|---|---|---|---|
| 11.09 | Wood/Forest | 10.7 | 9.89 |
| 0 | Brush | 10.7 | 0.00 |
| 0 | Meadow | 10.6 | 0.00 |
| 0 | Managed Wood | 10 | 0.00 |
| 6.68 | Pasture | 9.9 | 5.51 |
| 0 | Row Crop | 9 | 0.00 |
| 0 | Urban Grasses | 10.3 | 0.00 |
| 0 | Low Density Residential | 10.3 | 0.00 |
| 0 | Low Density Residential | 9 | 0.00 |
| 0 | Medium Density Residential | 7.8 | 0.00 |
| 0 | Medium Density Residential | 7.6 | 0.00 |
| 0 | Medium Density Residential | 6.5 | 0.00 |
| 0 | High Density Residential | 5 | 0.00 |
| 0 | Commercial | 2.9 | 0.00 |
| 17.77 | | | **15.40** Total Inches |

**Developed**

| Acres | Land Use | Dre | Vre |
|---|---|---|---|
| 0 | Wood/Forest | 10.7 | 0.00 |
| 0 | Brush | 10.7 | 0.00 |
| 0 | Meadow | 10.6 | 0.00 |
| 3 | Managed Wood | 10 | 2.50 |
| 0 | Pasture | 9.9 | 0.00 |
| 0 | Row Crop | 9 | 0.00 |
| 0 | Urban Grasses | 10.3 | 0.00 |
| 0 | Low Density Residential | 10.3 | 0.00 |
| 0 | Low Density Residential | 9 | 0.00 |
| 0 | Medium Density Residential | 7.8 | 0.00 |
| 14.77 | Medium Density Residential | 7.6 | 9.35 |
| 0 | Medium Density Residential | 6.5 | 0.00 |
| 0 | High Density Residential | 5 | 0.00 |
| 0 | Commercial | 2.9 | 0.00 |
| 17.77 | | | **11.85** Total Inches |

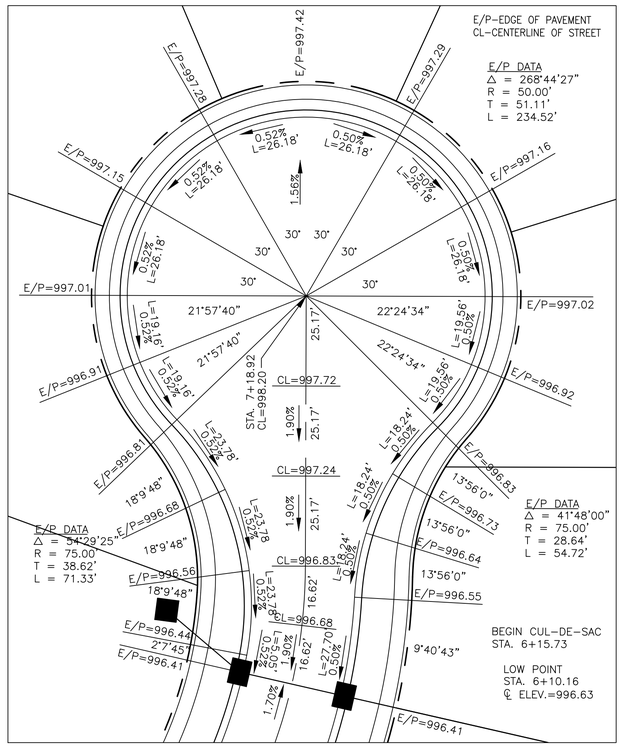
**Mitigation**

| Acres | Land Use | Dre | Vre |
|---|---|---|---|
| 0 | Wood/Forest | 10.7 | 0.00 |
| 3.98 | Brush | 10.7 | 3.55 |
| 0 | Meadow | 10.6 | 0.00 |
| 0 | Managed Wood | 10 | 0.00 |
| 0 | Pasture | 9.9 | 0.00 |
| 0 | Row Crop | 9 | 0.00 |
| 0 | Urban Grasses | 10.3 | 0.00 |
| 0 | Low Density Residential | 10.3 | 0.00 |
| 0 | Low Density Residential | 9 | 0.00 |
| 0 | Medium Density Residential | 7.8 | 0.00 |
| 0 | Medium Density Residential | 7.6 | 0.00 |
| 0 | Medium Density Residential | 6.5 | 0.00 |
| 0 | High Density Residential | 5 | 0.00 |
| 0 | Commercial | 2.9 | 0.00 |
| 3.98 | | | **3.55** Total Inches |

DEFICIT WILL BE MITIGATED USING PARCEL #1500070511000

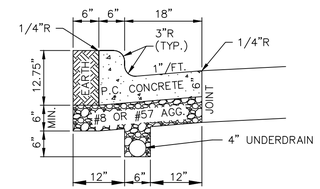
## GROUNDWATER RECHARGE CALCULATIONS

NO SCALE



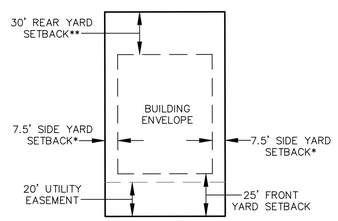

## ENCINO COURT DETAIL

SCALE: 1"=20'



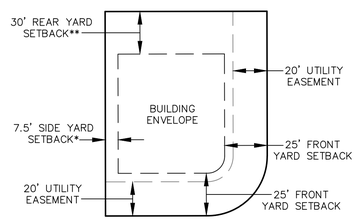

## CONCRETE
## COMBINED CURB AND GUTTER

NO SCALE




## TYPICAL LOT SETBACKS

NO SCALE




## TYPICAL CORNER LOT SETBACKS

NO SCALE

NOTES
1. * 10' ON LOTS WITH DRAINAGE EASEMENT
2. **25'–LOTS 336–353,360,363,371–373
40'–LOTS 354–359,361,362,364–370

REVISIONS

| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| | | | |

EVERGREEN LAND COMPANY
6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6660

SCALE: HORIZ.– N/A
VERT.– N/A
DATE: JUNE, 2019
PROJECT NO.
DRAWN BY: W.D.
CHECKED: W.J.P.

NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
TYPICAL DETAILS

3
10

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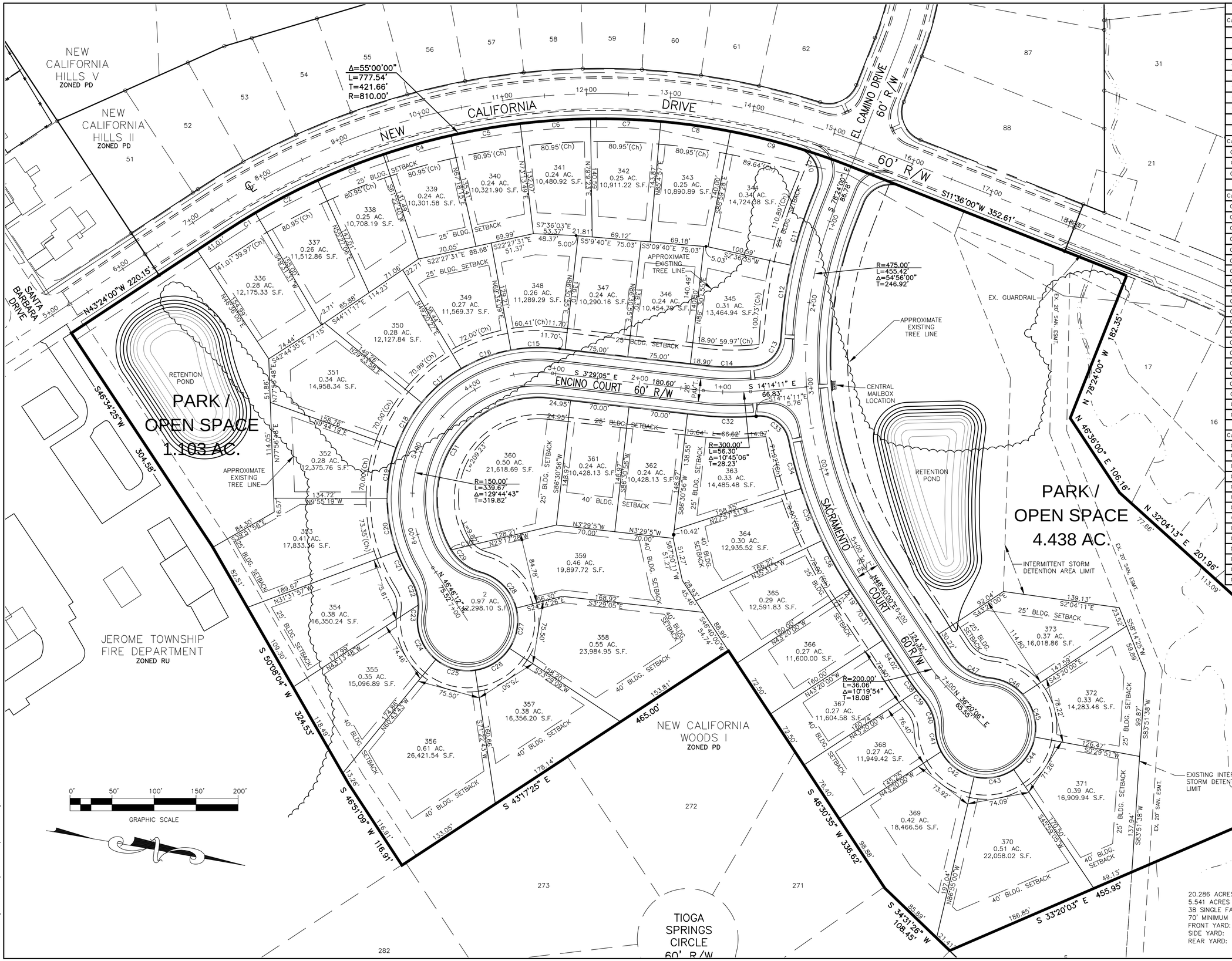


| Curve Table–New California Drive | | | | | |
|---|---|---|---|---|---|
| Curve# | Length | Radius | Delta | Ch. Bearing | Ch. Length |
| C1 | 41.36' | 810.00' | 02°55'32" | S41°56'14"E | 41.35' |
| C2 | 83.78' | 810.00' | 05°55'34" | S37°30'41"E | 83.74' |
| C3 | 83.78' | 810.00' | 05°55'34" | S31°35'7"E | 83.74' |
| C4 | 83.78' | 810.00' | 05°55'34" | N25°39'33"W | 83.74' |
| C5 | 83.78' | 810.00' | 05°55'34" | N19°43'58"W | 83.74' |
| C6 | 83.78' | 810.00' | 05°55'34" | N13°48'24"W | 83.74' |
| C7 | 83.78' | 810.00' | 05°55'34" | N7°52'50"W | 83.74' |
| C8 | 83.78' | 810.00' | 05°55'34" | N1°57'16"W | 83.74' |
| C9 | 81.71' | 810.00' | 05°46'48" | S3°53'56"W | 81.68' |
| Curve Table–Sacramento Court | | | | | |
| Curve# | Length | Radius | Delta | Ch. Bearing | Ch. Length |
| C10 | 57.92' | 35.00' | 94°48'40" | S54°11'40"W | 51.53' |
| C11 | 79.24' | 505.00' | 8°59'25" | N82°53'42"W | 79.16' |
| C12 | 87.55' | 505.00' | 9°55'58" | S87°38'36"W | 87.44' |
| Curve Table–Encino Court | | | | | |
| Curve# | Length | Radius | Delta | Ch. Bearing | Ch. Length |
| C13 | 50.75' | 35.00' | 83°5'11" | N55°46'47"W | 46.42' |
| C14 | 50.67' | 270.00' | 10°45'6" | N8°51'38"W | 50.59' |
| C15 | 53.24' | 180.00' | 16°56'46" | N11°57'28"W | 53.04' |
| C16 | 63.55' | 180.00' | 20°13'42" | N30°32'42"W | 63.22' |
| C17 | 62.65' | 180.00' | 19°56'29" | N50°37'48"W | 62.33' |
| C18 | 61.77' | 180.00' | 19°39'39" | N70°25'52"W | 61.46' |
| C19 | 61.77' | 180.00' | 19°39'39" | S89°54'30"W | 61.46' |
| C20 | 64.75' | 180.00' | 20°36'37" | S69°46'22"W | 64.40' |
| C21 | 36.97' | 180.00' | 11°46'10" | N53°34'58"E | 36.91' |
| C22 | 32.48' | 60.00' | 31°0'49" | N63°12'18"E | 32.08' |
| C23 | 9.94' | 60.00' | 9°29'28" | N83°27'27"W | 9.93' |
| C24 | 61.71' | 60.00' | 58°55'54" | S58°44'14"W | 59.03' |
| C25 | 50.15' | 60.00' | 47°53'34" | S5°19'30"W | 48.71' |
| C26 | 50.15' | 60.00' | 47°53'34" | N42°34'04"E | 48.71' |
| C27 | 50.15' | 60.00' | 47°53'34" | N89°32'21"E | 48.71' |
| C28 | 62.99' | 60.00' | 60°8'54" | N35°31'07"E | 60.13' |
| C29 | 45.05' | 60.00' | 43°0'55" | N26°57'07"E | 43.99' |
| C30 | 264.30' | 120.00' | 126°11'31" | S06°34'30"E | 214.02' |
| C31 | 1.95' | 60.00' | 01°51'50" | S49°23'30"W | 1.95' |
| C32 | 61.93' | 330.00' | 10°45'06" | S8°51'38"E | 61.83' |
| C33 | 50.75' | 35.00' | 83°5'11" | S27°18'25"W | 46.42' |
| Curve Table–Sacramento Court | | | | | |
| Curve# | Length | Radius | Delta | Ch. Bearing | Ch. Length |
| C34 | 60.01' | 505.00' | 6°48'32" | S65°26'45"W | 59.98' |
| C35 | 66.70' | 505.00' | 7°34'1" | S58°15'28"W | 66.65' |
| C36 | 66.62' | 505.00' | 7°33'32" | S50°41'41"W | 66.57' |
| C37 | 2.19' | 505.00' | 0°14'56" | N46°47'27"E | 2.19' |
| C38 | 18.50' | 230.00' | 4°36'33" | S44°21'43"W | 18.50' |
| C39 | 11.69' | 230.00' | 2°54'46" | S40°36'03"W | 11.69' |
| C40 | 40.68' | 60.00' | 38°51'04" | S58°34'12"W | 39.91' |
| C41 | 27.33' | 60.00' | 26°05'46" | N64°56'51"E | 27.09' |
| C42 | 51.12' | 60.00' | 48°48'58" | N27°29'29"E | 49.59' |
| C43 | 49.32' | 60.00' | 47°05'54" | N20°27'58"W | 47.94' |
| C44 | 47.63' | 60.00' | 45°29'14" | N66°45'32"W | 46.39' |
| C45 | 55.02' | 60.00' | 52°32'33" | N64°13'35"E | 53.11' |
| C46 | 44.62' | 60.00' | 42°36'21" | N16°39'08"E | 43.60' |
| C47 | 53.74' | 60.00' | 51°19'02" | S21°00'29"W | 51.96' |

## TABULATION

20.286 ACRES TOTAL
5.541 ACRES PARK (27.31%)
38 SINGLE FAMILY LOTS (1.873 UNITS/ACRE)
70' MINIMUM LOT WIDTH
FRONT YARD: 25'
SIDE YARD: 7.5' MIN, 15' TOTAL
REAR YARD: 25'–LOTS 336–353,360,363,371–373
40'–LOTS 354–359,361,362,364–370

REVISIONS

| NO. | DATE | BY |
|---|---|---|
| | | |

EVERGREEN LAND COMPANY
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(614) 889-3510 • FAX(614) 889-6660

SCALE: HORIZ.– 1"=50'
VERT. – N/A
DATE: JUNE, 2019
PROJECT NO.
DRAWN BY: W.D.
CHECKED: W.J.P.

NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
SITE PLAN

4
10

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0' 50' 100' 150' 200'
GRAPHIC SCALE

CALIFORNIA DRIVE
NEW
EL CAMINO DRIVE 60' R/W
60' R/W
ENCINO COURT 60' R/W
SACRAMENTO COURT 60' R/W
SANTA BARBARA DRIVE
LAGUNA CIRCLE
TIOGA SPRINGS CIRCLE 60' R/W

EX. 1" WATER SERVICE (TYP.)
HIGH POINT @ 11+51.92 ELEV.=991.60
EX. PHONE 3' DEEP
EX.16.5' PHONE ESMT.
EX.TELEPHONE EASEMENT
EX.SANITARY EASEMENT
EX. 3 PHASE ELECTRIC
EX.2"GAS
EX.ELECTRIC
EX. 10" SAN. @ 1.02%
EX. 10" SAN. @ 1.10%
EX. 10'x4' BOX CULVERT
END OF EX.2"GAS
END OF EX.3"GAS
EX.3" GAS
EX. GUARDRAIL
EX. 20' SAN. ESMT.
EX.10"SAN. ESMT.
EX. 20' SAN. ESMT.
EX.10"SAN.
EX.10"FM
EX.30"STM
EX.24"STM
EX.18"STM
EX.12"STM
EX.8"W
EX.8"SAN.
EX.10"SAN.
EX.10"FM
EX.T/C=973.76
EX.10"INV.W=952.34
EX.10"INV.N=952.54
PROP.8"INV.S&E=963.67
EX.24"STM @0.74% INV.=974.04
EX.18"STM @0.74% INV.=974.04

RETENTION POND
RETENTION POND
APPROXIMATE EXISTING TREE LINE
APPROXIMATE EXISTING TREE LINE
APPROXIMATE EXISTING TREE LINE
INTERMITTENT STORM DETENTION AREA LIMIT
EXISTING INTERMITTENT STORM DETENTION AREA LIMIT
EXISTING DRAINAGE DITCH TO SUGAR RUN
CENTRAL MAILBOX LOCATION

20' UTILITY EASEMENT
T.C.=1001.00
8"INV.N=986.05
8"INV.SE=986.15
T.C.=985.00
8"INV.W=964.14
8"INV.E=964.24
T.C.=980.90
8"INV.W=964.68
8"INV.E=964.78
8"INV.S=970.43
T.C.=1000.00
8"INV.NW=986.69
8"INV.E=986.79
T.C.=998.20
8"INV.W=987.33
8"INV.NE=987.43
T.C.=998.00
8"INV.SW=987.84
8"INV.NE=987.94
T.C.=998.70
8"INV.SW=988.50
T.C.=981.00
8"INV.W=965.51
8"INV.E=965.61
T.C.=977.10
8"INV.W=967.00

| REVISIONS | | | |
|---|---|---|---|
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DATE: JUNE, 2019
PROJECT NO.
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NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
SITE UTILITIES PLAN

5
10

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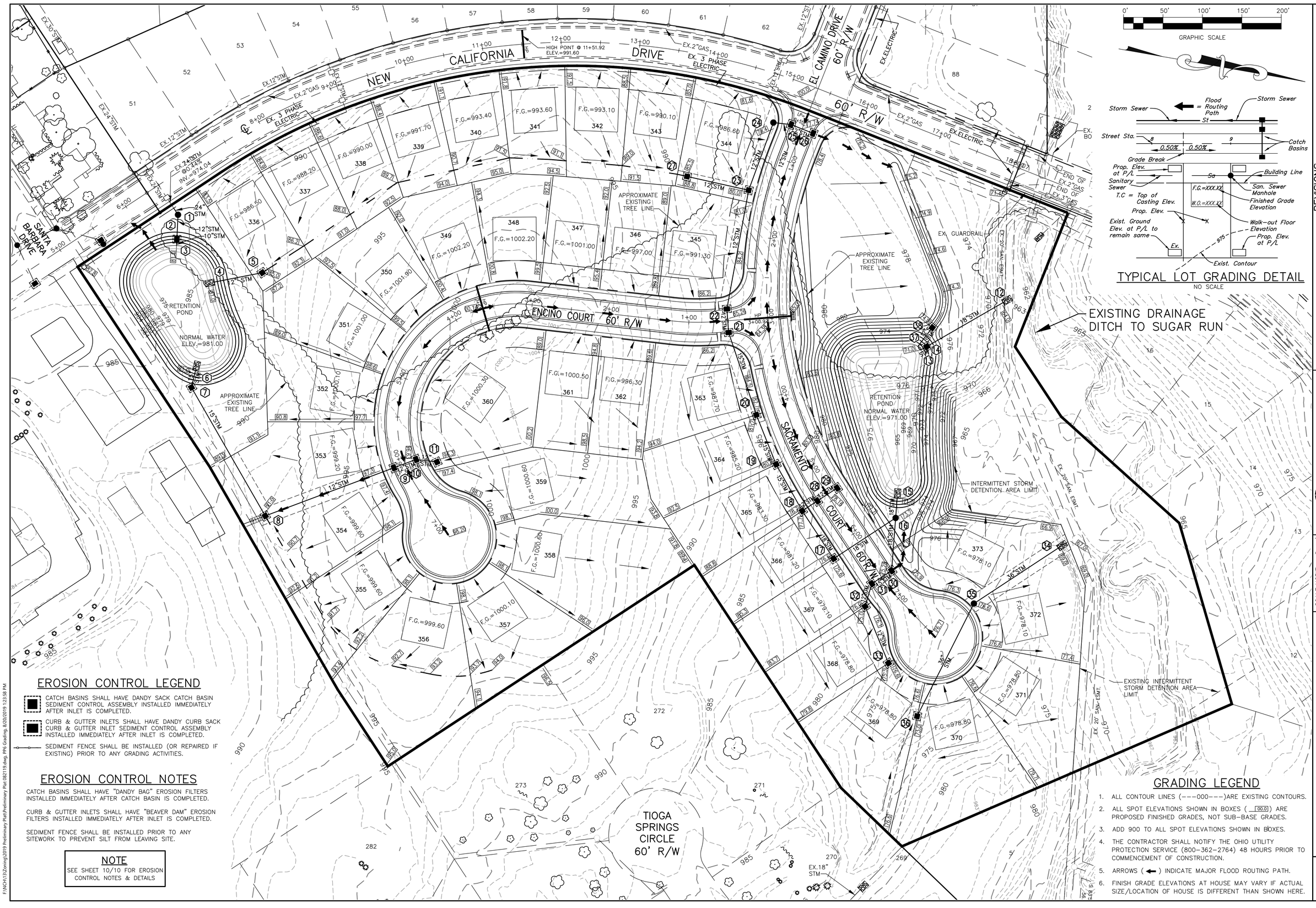


## TYPICAL LOT GRADING DETAIL

NO SCALE

## EXISTING DRAINAGE DITCH TO SUGAR RUN

## EROSION CONTROL LEGEND

- CATCH BASINS SHALL HAVE DANDY SACK CATCH BASIN SEDIMENT CONTROL ASSEMBLY INSTALLED IMMEDIATELY AFTER INLET IS COMPLETED.
- CURB & GUTTER INLETS SHALL HAVE DANDY CURB SACK CURB & GUTTER INLET SEDIMENT CONTROL ASSEMBLY INSTALLED IMMEDIATELY AFTER INLET IS COMPLETED.
- SEDIMENT FENCE SHALL BE INSTALLED (OR REPAIRED IF EXISTING) PRIOR TO ANY GRADING ACTIVITIES.

## EROSION CONTROL NOTES

CATCH BASINS SHALL HAVE "DANDY BAG" EROSION FILTERS INSTALLED IMMEDIATELY AFTER CATCH BASIN IS COMPLETED.

CURB & GUTTER INLETS SHALL HAVE "BEAVER DAM" EROSION FILTERS INSTALLED IMMEDIATELY AFTER INLET IS COMPLETED.

SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY SITEWORK TO PREVENT SILT FROM LEAVING SITE.

**NOTE**

SEE SHEET 10/10 FOR EROSION CONTROL NOTES & DETAILS

## GRADING LEGEND

1. ALL CONTOUR LINES (---000---)ARE EXISTING CONTOURS.
2. ALL SPOT ELEVATIONS SHOWN IN BOXES ( 00.0 ) ARE PROPOSED FINISHED GRADES, NOT SUB-BASE GRADES.
3. ADD 900 TO ALL SPOT ELEVATIONS SHOWN IN BOXES.
4. THE CONTRACTOR SHALL NOTIFY THE OHIO UTILITY PROTECTION SERVICE (800-362-2764) 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ARROWS ( ← ) INDICATE MAJOR FLOOD ROUTING PATH.
6. FINISH GRADE ELEVATIONS AT HOUSE MAY VARY IF ACTUAL SIZE/LOCATION OF HOUSE IS DIFFERENT THAN SHOWN HERE.

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DATE: JUNE, 2019
PROJECT NO.
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# NEW CALIFORNIA HILLS XIII
# PRELIMINARY PLAT
## SITE GRADING PLAN

6
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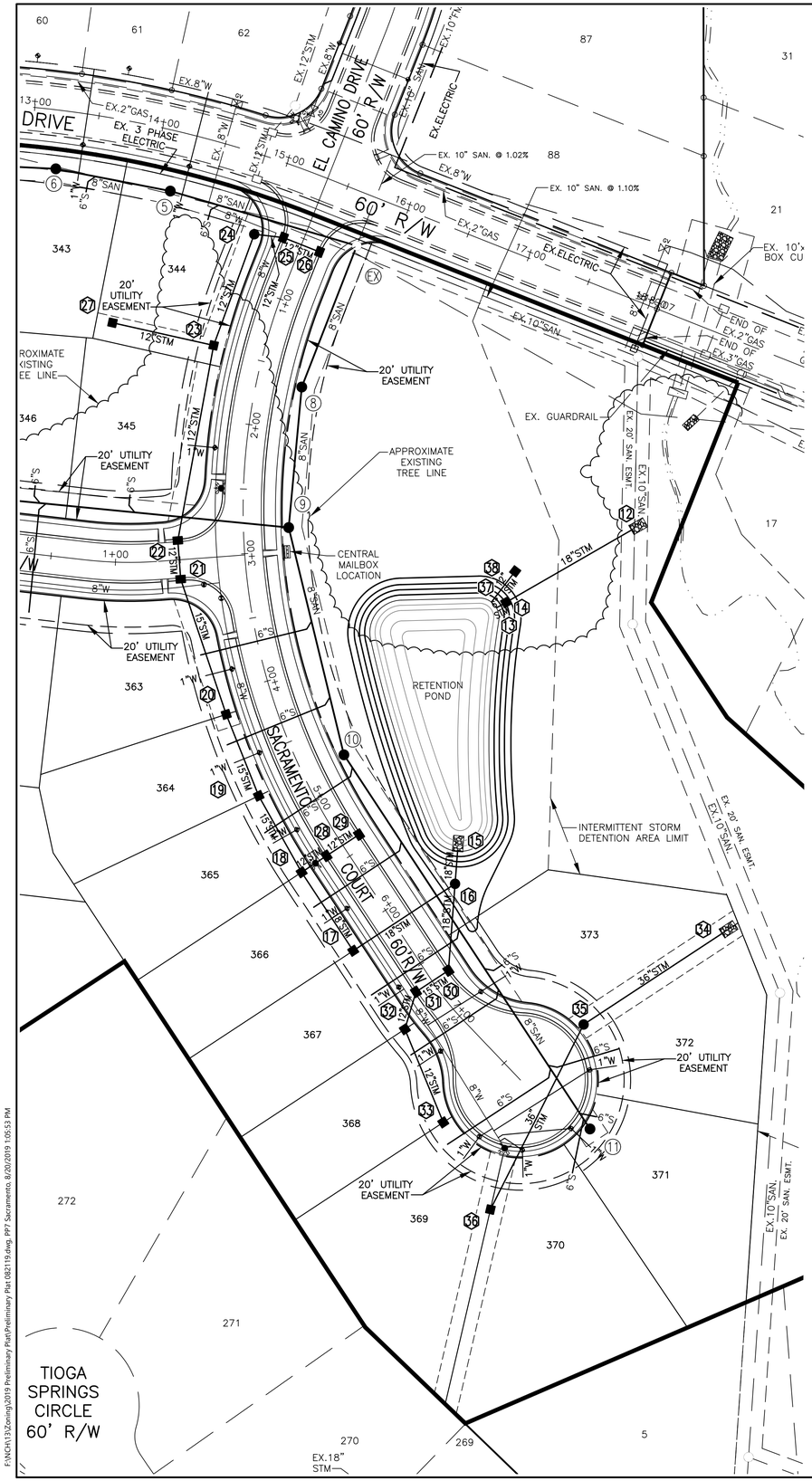
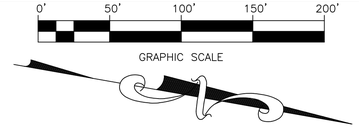
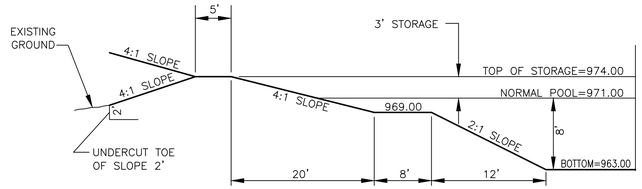



## TYPICAL SECTION
## NORTH RETENTION POND
NO SCALE

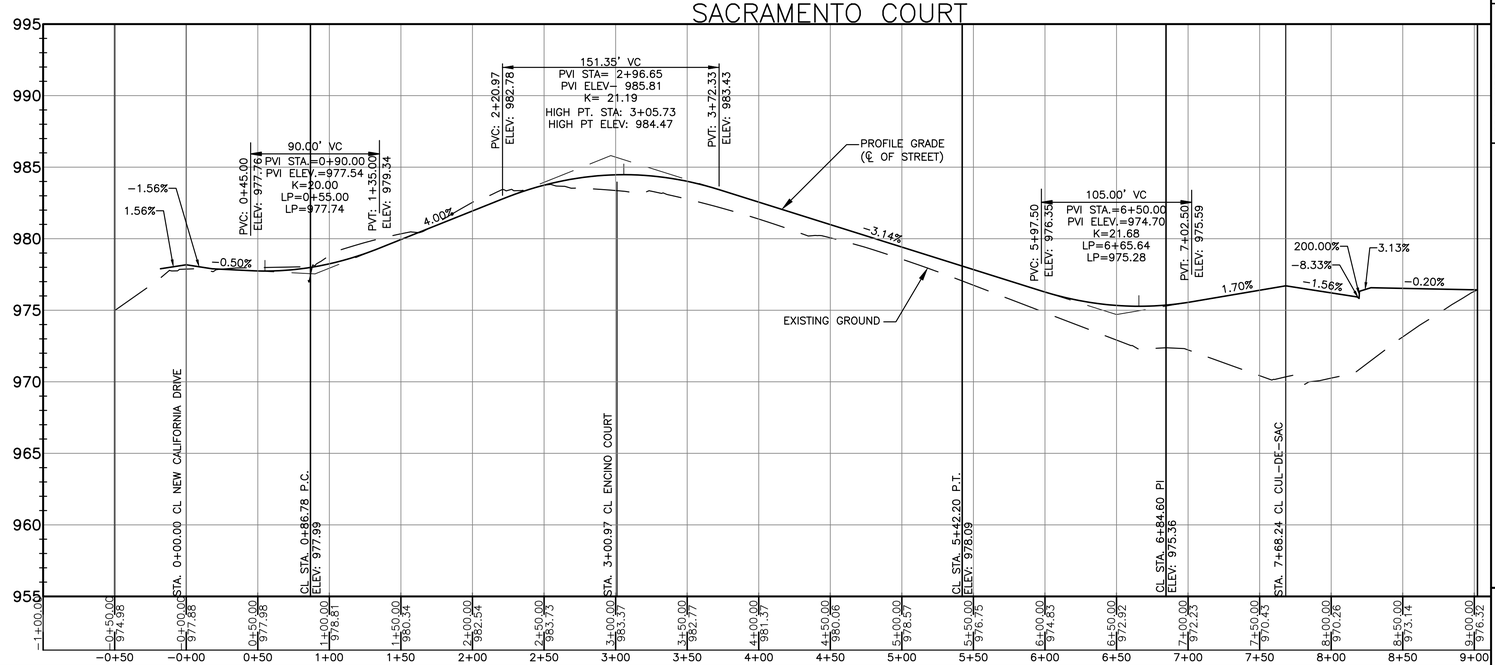
**North Retention Pond**
**Runoff Summary**

| | 1 year | 2 year | 5 year | 10 year | 25 year | 50 year | 100 year |
|---|---|---|---|---|---|---|---|
| Predeveloped (Inc. Direct Runoff area) | 3.66 | 6.17 | 10.26 | 13.98 | 19.51 | 24.20 | 29.40 |
| Offsite | 0.25 | 0.43 | 0.71 | 0.96 | 1.34 | 1.66 | 2.02 |
| Total (Inc. offsite) | **3.91** | 6.60 | 10.97 | 14.94 | 20.85 | 25.86 | 31.42 |
| Developed (not inc. Direct Runoff) | 8.46 | 12.31 | 18.15 | 23.23 | 30.59 | 36.68 | 43.31 |
| NOTE: "Developed" is that area tributary to detention basin | | | | | | | |
| Developed (Inc. offsite) Routed Through Basin | 0.61 | 0.82 | 1.15 | 3.70 | 10.20 | 13.20 | 14.64 |
| Direct Runoff | 1.10 | 1.67 | 2.57 | 3.37 | 4.53 | 5.50 | 6.56 |
| Total (Inc. Direct Runoff) | 1.71 | 2.49 | **3.72** | 7.07 | 14.73 | 18.70 | 21.20 |
| | | | ***Critical Storm is 5 Year** | | | | |

All numbers are cubic feet per second (C.F.S.)

As required by the Union County Technical Design Standards, the Developed runoff from the Critical Storm does not exceed that of the Predeveloped runoff from the 1 year storm.

## SACRAMENTO COURT





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VERT. – N/A
DATE: JUNE, 2019
PROJECT NO.
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CHECKED: W.J.P.


NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
SACRAMENTO COURT PLAN & PROFILE



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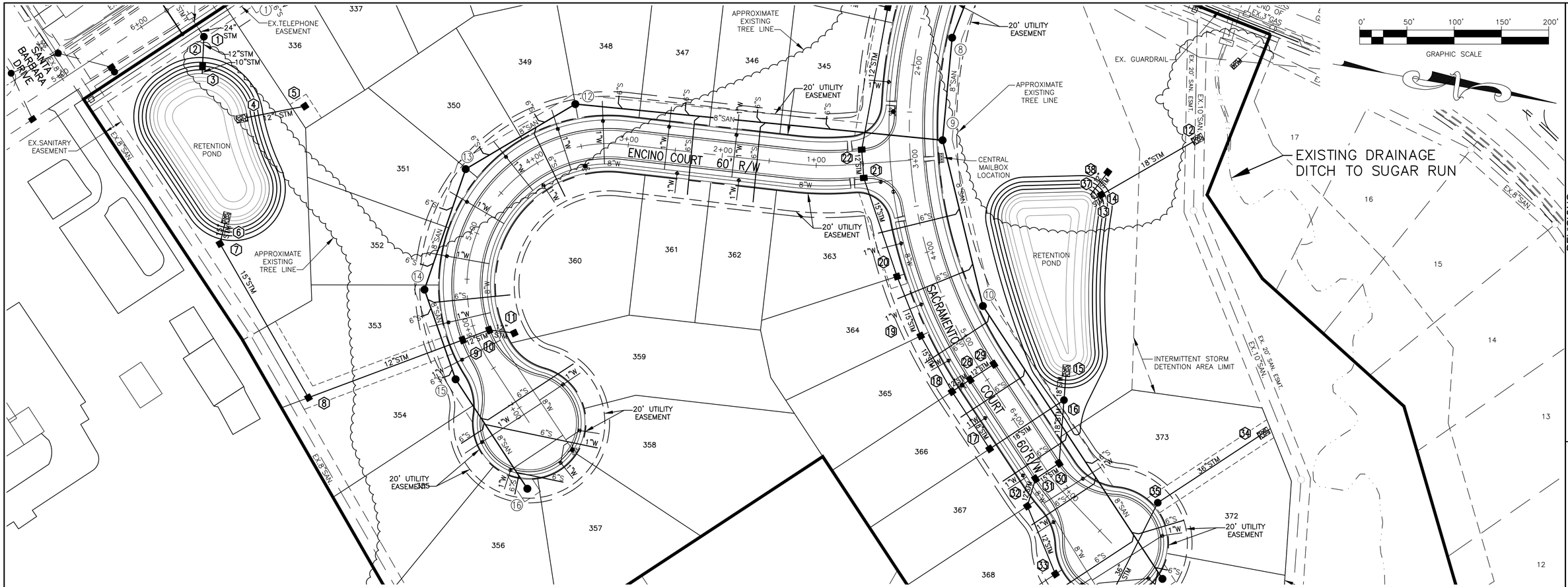


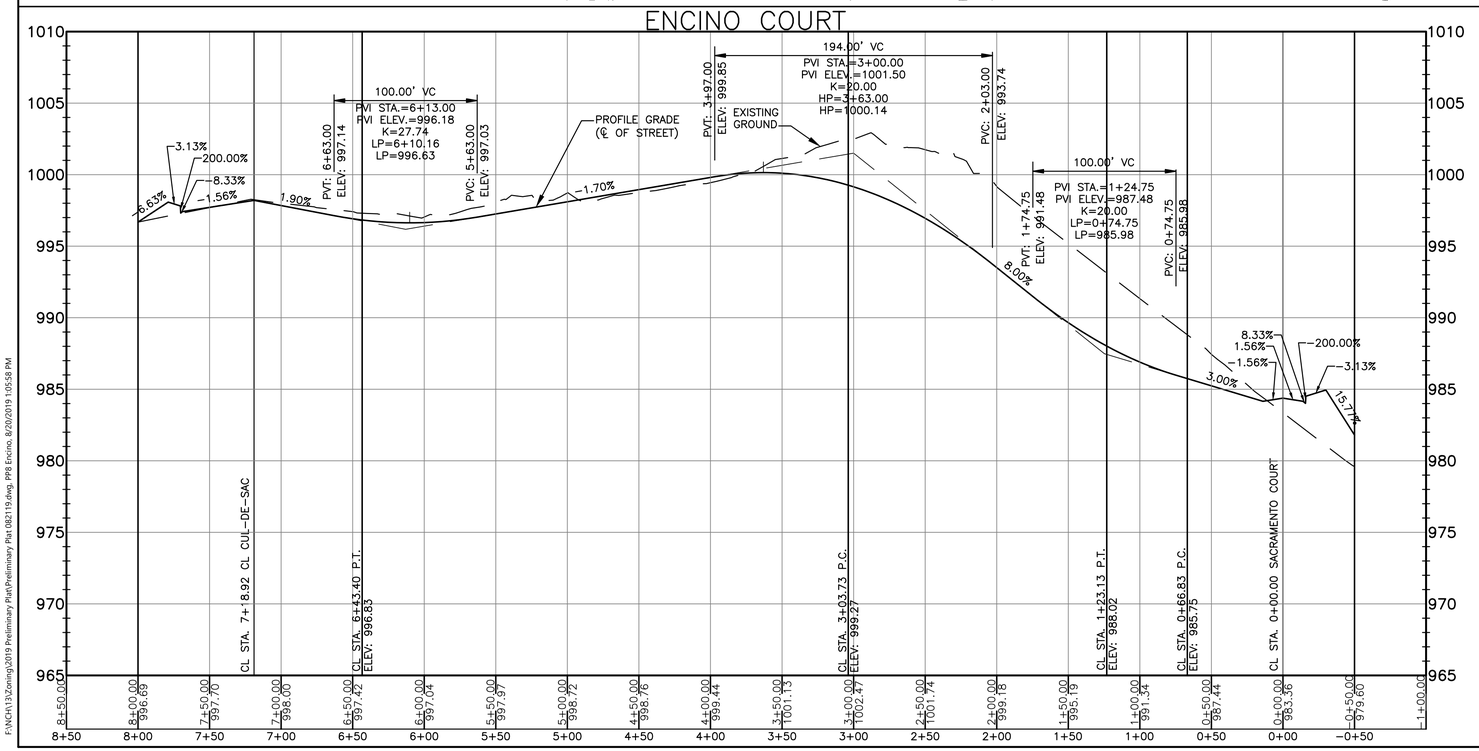


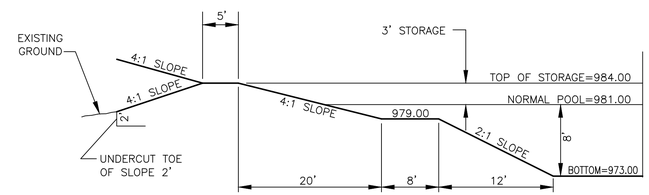


## TYPICAL SECTION
## SOUTH RETENTION POND
NO SCALE

**South Retention Pond**
**Runoff Summary**

| | 1 year | 2 year | 5 year | 10 year | 25 year | 50 year | 100 year |
|---|---|---|---|---|---|---|---|
| Predeveloped (Inc. Direct Runoff area) | 5.15 | 8.04 | 12.57 | 16.64 | 22.60 | 27.60 | 33.09 |
| Developed (not inc. Direct Runoff) | 6.59 | 9.45 | 13.77 | 17.53 | 22.90 | 27.34 | 32.15 |
| NOTE: "Developed" is that area tributary to detention basin | | | | | | | |
| Developed Routed Through Basin | 0.78 | 1.35 | 2.81 | 4.14 | 5.42 | 6.28 | 7.07 |
| Direct Runoff | 0.77 | 1.11 | 1.62 | 2.06 | 2.69 | 3.22 | 3.78 |
| Total (Inc. Direct Runoff) | 1.55 | 2.46 | 4.43 | 6.20 | 8.11 | 9.50 | 10.85 |
| | | | *Critical Storm is 5 Year | | | | |

All numbers are cubic feet per second (C.F.S.)

As required by the Union County Technical Design Standards, the Developed runoff from the Critical Storm does not exceed that of the Predeveloped runoff from the 1 year storm.

REVISIONS

| NO. | DATE | BY | DESCRIPTION |
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SCALE: HORIZ. – 1"=50'
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DATE: JUNE, 2019
PROJECT NO.
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CHECKED: W.J.P.

NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT
ENCINO COURT PLAN & PROFILE



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NEW CALIFORNIA DRIVE

60' R/W

EL CAMINO DRIVE 60' R/W

ENCINO COURT 60' R/W

SACRAMENTO COURT 60' R/W

TIOGA SPRINGS CIRCLE 60' R/W

RETENTION POND

RETENTION POND

CENTRAL MAILBOX LOCATION

EX. PHONE 3' DEEP
EX. 16.5' PHONE ESMT.

EX. GUARDRAIL

INTERMITTENT STORM DETENTION AREA LIMIT

EXISTING INTERMITTENT STORM DETENTION AREA LIMIT

END OF EX.2" GAS
END OF EX.3" GAS
EX.10"FM
EX.3" GAS

EX. 10" SAN. @ 1.02%

EX. 10" SAN. @ 1.10%

0' 50' 100' 150' 200'

GRAPHIC SCALE

## EXISTING EASEMENT LEGEND

- EXISTING DRAINAGE EASEMENT (P.B. 4, PAGE 157)
- EXISTING 20' SANITARY SEWER EASEMENT (O.R.48, PAGES 559-562)
- EXISTING UTILITY & DRAINAGE EASEMENT (NCH PHASE 1 DEDICATION PLAT OF OFF SITE EASEMENTS P.B.4, PAGE 61-62)
- EXISTING TELEPHONE EASEMENT (O.R. 138, PAGES 534-535)

## PROPOSED EASEMENT LEGEND

- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED UTILITY EASEMENT

REVISIONS

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DATE: JUNE, 2019
PROJECT NO.
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# NEW CALIFORNIA HILLS XIII
# PRELIMINARY PLAT
## EASEMENT PLAN

9
10

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# SEDIMENT & EROSION CONTROL GENERAL NOTES

THE CONTRACTOR SHALL IMPLEMENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION TO THE STANDARDS AND SPECIFICATIONS OF THE STATE OF OHIO AND THEY ARE TO REMAIN IN EFFECT UNTIL AREAS ARE PERMANENTLY STABILIZED.

THE CONTRACTOR SHALL PLACE STRAW BALES FOR EROSION CONTROL IMMEDIATELY AFTER CONSTRUCTION OF CATCH BASINS.

THE CONTRACTOR SHALL MAKE DAILY INSPECTIONS OF THE SITE TO INSURE EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES, AND WILL IMMEDIATELY MAKE NECESSARY REPAIRS IN ACCORDANCE WITH THE MAINTENANCE SCHEDULE SHOWN ON THIS PLAN.

IT MAY BECOME NECESSARY TO REMOVE PORTIONS OF THE BARRIER DURING CONSTRUCTION TO FACILITATE THE GRADING OPERATIONS IN CERTAIN AREAS. HOWEVER, THE BARRIER SHALL BE IN PLACE IN THE EVENING OR DURING ANY INCLEMENT WEATHER.

EROSION AND ANY SEDIMENTATION FROM THE WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT IN ANY OFF–SITE DRAINAGE COURSE, WHETHER NATURAL OR MAN–MADE.

ALL EARTH CHANGES SHALL BE CONSTRUCTED AND COMPLETED IN SUCH A MANNER TO LIMIT THE EXPOSED AREA OF ANY DISTURBED LAND FOR THE SHORTEST PERIOD OF TIME.

ALL CONSTRUCTION TRAFFIC SHALL ENTER AND LEAVE BY THE DESIGNATED ENTRANCE. THIS ENTRANCE SHALL BE CONSTRUCTED OF CRUSHED STONE TO HELP FREE TIRES OF SOIL WHEN LEAVING THE SITE. THE CONTRACTOR SHALL INSTRUCT ALL VEHICLES TO CLEAN SOIL, MISCELLANEOUS DEBRIS, OR OTHER MATERIAL SPILLED, DUMPED OR OTHERWISE DEPOSITED ON PUBLIC STREETS, HIGHWAYS, SIDEWALKS OR OTHER PUBLIC THOROUGHFARES DURING TRANSIT TO AND FROM THE SITE.

THE CONTRACTOR SHALL INSTALL TEMPORARY EROSION AND SEDIMENTATION DEVICES AS SHOWN AND REQUIRED BY THESE PLANS. THESE DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL PERMANENT STABILIZATION OF SLOPES, DITCHES AND OTHER EARTH CHANGES HAVE BEEN ACCOMPLISHED.

CATCH BASINS LOCATED IN THE STREET OR NEAR THE SITE WILL BE PROTECTED TO PREVENT SEDIMENTATION FROM ENTERING FACILITY. THE COVERS SHALL BE CHECKED PERIODICALLY AND CLEANED WHENEVER THEY FAIL TO FILTER RUNOFF.

THE LIMITS OF SEEDING AND MULCHING ARE AS SHOWN WITHIN THE PLAN. SEEDING HAS BEEN ASSUMED TO 5' OUTSIDE THE WORK LIMITS OR RIGHT–OF–WAY WHICHEVER IS GREATER. ALL AREAS NOT DESIGNATED TO BE SEEDED SHALL REMAIN UNDER NATURAL GROUND COVER. THOSE AREAS DISTURBED OUTSIDE THE SEEDING LIMITS SHALL BE SEEDED AND MULCHED AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL MAINTAIN A BUFFER STRIP AS DESIGNATED ON THE PLAN TO PREVENT SEDIMENT FROM LEAVING SITE. THIS STRIP SHALL BE MAINTAINED AT ALL TIMES AND NO SOIL SHALL BE PLACED ON THIS STRIP.

ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO, OR IN CONJUNCTION WITH, THE START OF EXCAVATION AND ARE TO REMAIN IN EFFECT UNTIL AREAS ARE STABILIZED. FIELD ADJUSTMENTS WITH RESPECT TO LOCATION AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.

FILTER BARRIERS CONSIST OF EITHER STRAW BALE FILTERS OR FILTER FABRIC AS SHOWN HEREON.

# SEQUENCE OF SEDIMENT & EROSION CONTROL OPERATIONS

A) STRIP TOPSOIL AND UNUSABLE MATERIAL.

B) INSTALL GRAVEL ACCESS DRIVE AND PERIMETER FILTER (TOPSOIL BERM AND/OR FILTER BARRIER).

C) INSTALL SANITARY SEWER AND WATERMAIN.

D) CONSTRUCT STORM DRAIN. DURING CONSTRUCTION OF STORM DRAINS THE ENDS OF ALL OPEN PIPES SHALL BE PROTECTED BY FILTER BARRIERS OR OTHER APPROVED MEANS.

1) PROMPTLY UPON BACKFILL OF STORM STRUCTURES, FILTER BARRIERS SHALL BE PLACED.

2) CONSTRUCT TEMPORARY SWALES TO DRAINAGE STRUCTURES.

3) WHEN FILTER BARRIERS ARE REMOVED FROM AROUND PAVEMENT CATCH BASINS TO ALLOW FOR STRIPPING, GRADING, AND PAVING, STORM STRUCTURES SHALL BE PROTECTED FROM ERODING EARTH AND SEDIMENT AT ALL TIMES.

E) CONSTRUCT FOUNDATIONS AND ERECT STRUCTURES AND APPURTENANCES.

F) EXECUTE GRADING AND FILLING OPERATIONS AROUND BUILDINGS AND IN YARD AREAS.

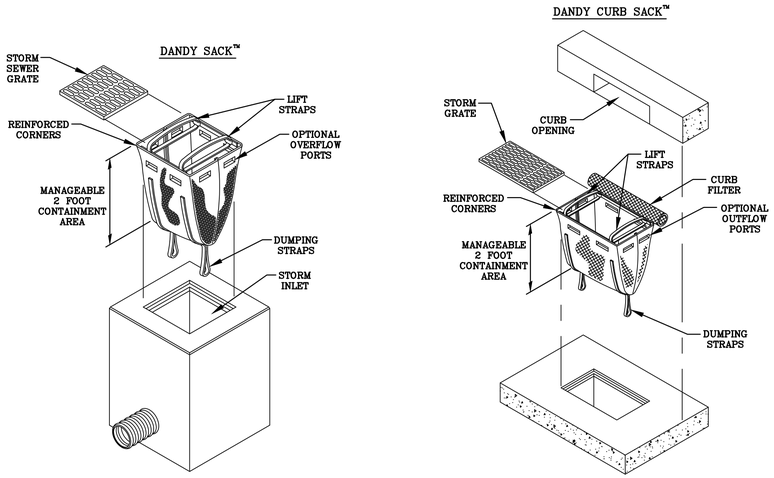
G) EXCAVATE FOR PARKING AND ROADWAYS. IF PLACEMENT OF AGGREGATE BASE LAGS BEHIND THE FINAL SUB–BASE GRADING BY MORE THAN FIVE DAYS, SUB–BASE SHALL BE SCARIFIED PERPENDICULAR TO THE SLOPE TO PREVENT EROSION.

H) UPON COMPLETION OF PAVING, THE AREA AROUND PAVEMENT SHALL BE PROTECTED FROM EROSION BY AN APPROVED METHOD CONSISTENT WITH THE GROWING SEASON.

I) ANY REMAINING EXPOSED AREAS SHALL BE SEEDED AND MULCHED OR SODDED WITHIN 30 DAYS OF FINAL GRADING.

# SPECIFICATIONS FOR SEEDING & MULCHING

| SEED TYPE | SEEDING RATES | PER 1000 SQ. FT. | PER ACRE |
|---|---|---|---|
| TALL FESCUE & ANNUAL RYEGRASS | MARCH 1 TO SEPTEMBER 15 | 2 POUNDS & 1/2 POUNDS | 80 POUNDS & 20 POUNDS |
| SMALL GRAIN STRAW | | 100 POUNDS OR 2 OR 3 BALES | 2 TONS OR 50 BALES |
| FERTILIZER | | 25 POUNDS OF 12–12–12 OR THE EQUIVALENT | 100 POUNDS OF 12–12–12 OR THE EQUIVALENT |
| TEMPORARY SEEDING | | | |
| RYE OR WHEAT | SEPTEMBER 15 TO OCTOBER 30 | 3 POUNDS | 2 BUSHELS |
| SOIL PROTECTION | | | |
| SMALL GRAIN STRAW MULCH | OCTOBER 30 TO MARCH 1 | 2 TO 3 BALES | 2 TONS |




# CATCH BASIN/CURB INLET FILTER DETAIL

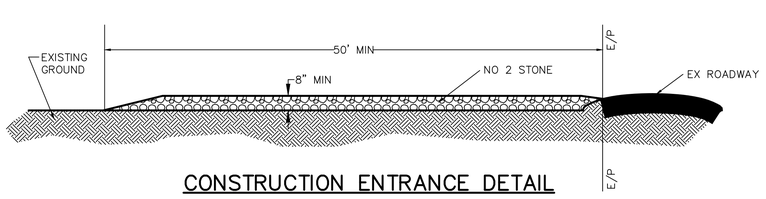
## MAINTENANCE

REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF THE UNIT AFTER EACH STORM EVENT.

AFTER STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE DANDY SACK OR DANDY CURB SACK. IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED.

TO EMPTY UNIT, SIMPLY LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE.

IF USING OPTIONAL ABSORBENTS, REPLACE ABSORBENT PILLOW WHEN NEAR SATURATION.




# CONSTRUCTION ENTRANCE DETAIL

## CONSTRUCTION SPECIFICATIONS

STONE SIZE– NO. 2 (2–1/2" TO 1–1/2") OR ITS EQUIVALENT.

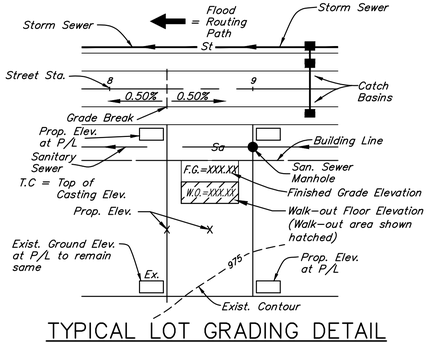
LENGTH – AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.

THICKNESS – NOT LESS THAN EIGHT (8) INCHES.

WIDTH – NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.

WASHING – WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.

MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT–OF–WAY MUST BE REMOVED IMMEDIATELY.




# TYPICAL LOT GRADING DETAIL

NO SCALE

# SEDIMENT & EROSION CONTROL CRITERIA

IN ORDER TO CONTROL SEDIMENT POLLUTION OF WATER RESOURCES THE OWNER OR PERSON RESPONSIBLE FOR THE DEVELOPMENT AREA SHALL USE CONSERVATION PLANNING AND PRACTICES TO MAINTAIN THE LEVEL OF CONSERVATION ESTABLISHED BY THE FOLLOWING STANDARDS:

TIMING OF SEDIMENT–TAPPING PRACTICES. SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL THROUGHOUT EARTH–DISTURBING ACTIVITY.

SETTLING FACILITIES, PERIMETER CONTROLS, AND OTHER PRACTICES INTENDED TO TRAP SEDIMENT SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN SEVEN DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.

STABILIZATION OF STRIPPED AREA. STRIPPED AREAS SHALL HAVE SOIL STABILIZATION APPLIED WITHIN SEVEN DAYS IF THEY ARE TO REMAIN DORMANT FOR MORE THAN FORTY–FIVE DAYS. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE, AND SHALL ALSO BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN FORTY–FIVE DAYS.

SEDIMENT BARRIER. STREET FLOW RUNOFF FROM STRIPPED AREAS SHALL BE FILTERED OR DIVERTED TO A SETTLING FACILITY.

STORM SEWER INLET PROTECTION. ALL STORM SEWER INLETS WHICH ACCEPT WATER RUNOFF FROM THE DEVELOPMENT AREA SHALL BE PROTECTED SO THAT SEDIMENT–LADEN WATER WILL NOT ENTER THE STORM SEWER SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT, UNLESS THE STORM SEWER SYSTEM DRAINS TO A SETTLING FACILITY.

WORKING IN OR CROSSING STREAMS :
A. STREAMS INCLUDING BED AND BANKS SHALL BE RESTABILIZED IMMEDIATELY AFTER IN–CHANNEL WORK IS COMPLETED, INTERRUPTED, OR STOPPED.

TO THE EXTENT PRACTICAL, CONSTRUCTION VEHICLES SHALL BE KEPT OUT OF STREAMS. WHERE IN–CHANNEL WORK IS NECESSARY, PRECAUTIONS SHALL BE TAKEN TO STABILIZE THE WORK AREA DURING CONSTRUCTION TO MINIMIZE EROSION.

B. IF A LIVE (WET) STREAM MUST BE CROSSED BY CONSTRUCTION VEHICLES REGULARLY DURING CONSTRUCTION, A TEMPORARY STREAM CROSSING SHALL BE PROVIDED.

CONSTRUCTION ACCESS ROUTES. MEASURES SHALL BE TAKEN TO PREVENT SOIL TRANSPORT ONTO SURFACES WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, OR ONTO PUBLIC ROADS.

SLOUGHING AND DUMPING :
A. NO SOIL, ROCK, DEBRIS, OR ANY OTHER MATERIAL SHALL BE DUMPED OR PLACED INTO A WATER RESOURCE OR INTO SUCH PROXIMITY THAT IT MAY READILY SLOUGH, SLIP, OR ERODE INTO A WATER RESOURCE UNLESS SUCH DUMPING OR PLACING IS AUTHORIZED BY THE CITY ENGINEER AND, WHEN APPLICABLE, THE U.S. ARMY CORPS OF ENGINEERS, FOR SUCH PURPOSES AS, BUT NOT LIMITED TO CONSTRUCTION BRIDGES, CULVERTS, AND EROSION CONTROL STRUCTURES.

B. UNSTABLE SOILS PRONE TO SLIPPING OR LANDSLIDING SHALL NOT BE GRADED, EXCAVATED, FILLED OR HAVE LOADS IMPOSED UPON THEM UNLESS THE WORK IS DONE IN ACCORDANCE WITH A QUALIFIED PROFESSIONAL ENGINEER'S RECOMMENDATIONS TO CORRECT, ELIMINATE, OR ADEQUATELY ADDRESS THE PROBLEMS.

CUT AND FILL SLOPES. CUT AND FILL SLOPES SHALL BE CONSTRUCTED IN A MANNER WHICH WILL MINIMIZE EROSION. CONSIDERATION SHALL BE GIVEN TO THE LENGTH AND STEEPNESS OF THE SLOPE, SOIL TYPE, UPSLOPE DRAINAGE AREA, GROUNDWATER CONDITIONS, AND SLOPE STABILIZATION.

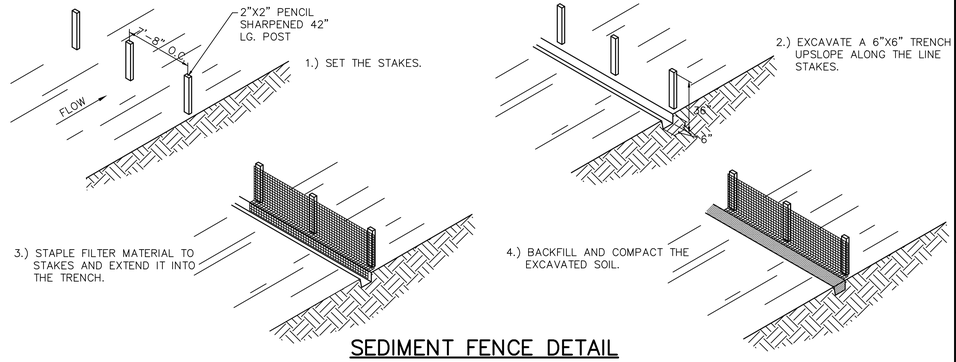
STABILIZATION OF OUTFALLS AND CHANNELS. OUTFALLS AND CONSTRUCTION OF MODIFIED CHANNELS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND THE EXPECTED VELOCITY OF FLOW FROM A POST–DEVELOPMENT, TEN–YEAR FREQUENCY STORM WITHOUT ERODING.

ESTABLISHMENT OF PERMANENT VEGETATION. A PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED WHICH, IN THE OPINION OF THE APPROVING AGENCY, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY AND TO SURVIVE ADVERSE WEATHER CONDITIONS.

DISPOSITION OF TEMPORARY PRACTICES. ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE APPROVING AGENCY. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.

MAINTENANCE. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DESIGNED AND CONSTRUCTED TO MINIMIZE MAINTENANCE REQUIREMENTS. THEY SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. THE PERSON OR ENTITY RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF PERMANENT EROSION CONTROLS SHALL BE IDENTIFIED TO THE SATISFACTION OF THE PLAN–APPROVING AUTHORITY AND IDENTIFIED BY THE SUBDIVIDER'S AGREEMENT.

THE COST FOR TEMPORARY CHANNELS, SEDIMENT DAMS AND OTHER APPURTENANT EARTH MOVING OPERATIONS SHALL BE INCLUDED IN THE PRICE BID FOR EARTHWORK




# SEDIMENT FENCE DETAIL

SILT FENCE. THIS SEDIMENT BARRIER UTILIZES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.

THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE TO THE STRUCTURE.

THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST WITH A MINIMUM 6–INCH OVERLAPS AND SECURELY SEALED.

WHEN STANDARD STRENGTH FILTER FABRIC IS USED A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT, FENCE POST SPACING SHALL NOT EXCEED 6 FEET.

A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.

THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE AND 8 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.

WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED IN SUCH A CASE THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS.

THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.

SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

## MAINTENANCE

SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE PREPARED AND SEEDED.

**NOTE**
SEE SHEETS 6/10 FOR EROSION CONTROL DEVICE LOCATIONS

REVISIONS

| NO. | DATE | BY |
|---|---|---|
| | | |

EVERGREEN LAND COMPANY
6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6460

SCALE: HORIZ.– N/A
VERT. – N/A
DATE: JUNE, 2019
PROJECT NO.
DRAWN BY: W.D.
CHECKED: W.J.P.

NEW CALIFORNIA HILLS XIII
PRELIMINARY PLAT

EROSION CONTROL NOTES & DETAILS

10
10

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GENERAL WARRANTY DEED BY A CORPORATION, No. 32-A

212798

(Reprinted 10/94)

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# GENERAL WARRANTY DEED*

Evergreen Land Company (1), *a corporation organized and existing under the laws of the State of* Ohio

*for valuable consideration paid, grants, with general warranty covenants, to*

Shepherd Land Holding Co.
6295 Cosgray Rd., Dublin, Ohio 43016
, *whose tax-mailing address is*

*the following* **REAL PROPERTY:** *Situated in the County of* Union *in the State of Ohio and in the* Township *of* Jerome :(2)

Exhibit "A" attached hereto and made a part hereof, containing 20.281 Acres, more or less.

This deed is executed by Grantors and accepted by Grantees subject to conditions, restrictions, reservations and easements, if any, of record and except taxes and assessments, if any, now a lien.

*Prior Instrument Reference: Vol.* 328 *Page* 709 *of the Deed Records of* Union *County, Ohio.*

***IN WITNESS WHEREOF,*** *grantor has caused its corporate name to be subscribed hereto by* Allen S. Shepherd, III , *its president,* ~~and~~ ~~its secretary~~ *thereunto duly authorized by resolution of its board of directors, this* 31st *day of* Dec. *19*97. *Signed and acknowledged in the presence of:*

WITNESS Stana Krivda

Dianne L. Strunkenburg
WITNESS
Dianne L. Strunkenburg

Evergreen Land Company (3)

by
Allen S. Shepherd, III PRESIDENT

SECRETARY

*State of Ohio* *County of* Franklin *ss.*

***BE IT REMEMBERED,*** *That on this* 31st *day of* December *, 19* 97 *, before me, the subscriber, a* Notary Public *in and for said state, personally came* Allen S. Shepherd, III *, president,* ~~and~~ ~~secretary~~ *of the Grantor in the foregoing Deed, and acknowledged the signing thereof to be their and its voluntary act and deed, pursuant to authority of its board of directors.*

***IN TESTIMONY THEREOF,*** *I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.*

*This instrument was prepared by* Ronald F. Hartman, Attorney at Law

1. Name of Grantor.
2. Description of land or interest therein, and encumbrances, reservations, exceptions, taxes and assessments, if any.
3. Execution in accordance with Chapter 5301 of the Revised Code of Ohio.

Auditor's and Recorder's Stamps

STANA KRIVDA
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 22, 1999

90508

* See Sections 5302.05 and 5302.06 Ohio Revised Code.

Assurance Title Agency, 2015 W. Fifth Ave., Columbus, Ohio 43212

Exhibit "A"

000507

# DESCRIPTION OF A 20.281 ACRE TRACT IN JEROME TOWNSHIP, UNION COUNTY, OHIO FOR EVERGREEN LAND COMPANY

Situated in the State of Ohio, County of Union, Township of Jerome, in Virginia Military survey No. 1440 and being part of a 187.390 acre tract conveyed to Evergreen Land Company in Deed Book 328 on Page 709 in the Union County Recorder's Office, and being more particularly described as follows:

**Point of Beginning** being a monument found, said monument being the northeasterly corner of New California Hills - IA, as shown of record in Plat book 4 on Pages 59-60 in said Recorder's Office;

Thence North 43° 26' 44" West, through said 187.390 acre tract, a distance of 95.13 feet to an iron pin set;

Thence continuing through said 187.390 acre tract the following courses:

Along a curve to the right having a Delta of 55° 00' 00" and a Radius of 810.00 feet, a Chord Bearing of North 15° 54' 00" West and a Chord Distance of 748.03 feet to an iron pin set;

North 11° 36' 00" East a distance of 352.61 feet to an iron pin set, said iron pin being the southwest corner of New California Hills - III, as shown of record in Plat book 4 on Page 157 in said Recorder's Office;

Thence continuing along the subdivision line of New California Hills - III, as shown of record in Plat book 4 on Page 157 in said Recorder's Office the following courses:

South 78° 24' 00" East a distance of 182.35 feet to an iron pin set;

North 46° 36' 00" East a distance of 106.16 feet to an iron pin set;

North 32° 04' 13" East a distance of 201.97 feet to an iron pin set;

North 63° 49' 16" East a distance of 238.89 feet to an iron pin set;

South 33° 20' 03" East a distance of 455.93 feet to an iron pin set, said iron pin being the southeasterly corner of said New California Hills - III, said iron pin also being on the westerly line of New California Hills - I, as shown of record in Plat book 4 on Pages 65-66 in said Recorder's Office;

Thence continuing along the subdivision line of New California Hills - I, as shown of record in Plat book 4 on Pages 65-66 in said Recorder's Office the following courses:

South 34° 23' 26" West a distance of 108.45 feet to an iron pin set;

South 46° 40' 00" West a distance of 338.00 feet to an iron pin found, said iron pin being the southwesterly corner of said New California Hills I;

South 43° 24' 00" East a distance of 464.99 feet to an iron pin set, said iron pin being the northwesterly corner of a tract of land conveyed to the Board of Trustees of Jerome Township in Deed Book 320 on Page 640 in said Recorder's Office;

Thence continuing along the westerly property line of said Board of Trustees tract the following courses:

South 46° 51' 09" West a distance of 116.91 feet to an iron pin found;

TRANSFERRED

JAN 0 2 1998

MARY H. SNIDER, AUDITOR

This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.

FEE $ EXEMPT

South 50° 08' 01" West a distance of 324.53 feet to an iron pin found;

South 46° 34' 25" West a distance of 304.58 feet to an iron pin found, said iron pin being on the northerly right-of-way line of New California Drive (60' R/W), said iron pin also being on the northeasterly subdivision line of New California Hills - IA, as shown of record in Plat book 4 on Page 59-60 in said Recorder's Office;

Thence North 43° 26' 44" West, along said northerly right-of-way line, a distance of 125.01 feet to the **Point of Beginning** and containing 20.281 acres of land more or less.

Bearings herein are based upon the bearing South 86° 37' 41" East being the south line of New California Hills - IA, as shown of record in Plat book 4 on Pages 59-60 in said Recorder's Office
Iron pins set consist of a 30" long iron pipe with a 1" (O.D.) with a plastic cap inscribed "M-E ENG/S-6872".

This description was prepared by M-E Civil Engineering, Inc. Based upon information obtained from actual field surveys.

M-E Civil Engineering, Inc.

By Kevin L Stacy
Kevin L. Stacy
Registered Surveyor No. 7531

STATE OF OHIO
KEVIN L. STACY 7531
REGISTERED
PROFESSIONAL SURVEYOR

q:\legal\973333b.wpd

DESCRIPTION ACCEPTABLE
20.281 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
NOT REQUIRED
DATE 12-31-97
STEVE A. STOLTE
UNION COUNTY ENGINEER

BETHEL L. TEMPLE
RECORDER, UNION COUNTY, OHIO
98 JAN -2 AM 11:58
OR VOL 104 PAGE 506
18.00

000508

201411210008327 11/21/2014
Pages:30 F:$252.00 10:09 AM
Teresa Markham T20140005538
Union County Recorder DOC:DECL

To Be Used with New California Hills 13

# AMENDED AND RESTATED DECLARATION

## CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS – PHASES XI AND XII

This AMENDED AND RESTATED DECLARATION CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS (Declaration") is made effective as of the date of recording by Evergreen Land Company ("Declarant").

## RECITALS

WHEREAS, pursuant to a Declaration dated October 6, 1998 and recorded October 14, 1998 in Book 145, page 417 et seq. of the Union County Records and amended and revised on November 12, 1998 and recorded November 19, 1998 in Book 151, page 423 et seq. of the Union County Records (collectively the "Original Declaration"), Declarant submitted the property described within the Original Declaration to a set of conditions, easements, covenants and restrictions thereby creating a plan of ownership for New California Hills; and

WHEREAS, pursuant to Article 7, Section 8 of the Original Declaration, Declarant reserved the right to amend and expand the plan of ownership for New California Hills to certain adjacent and/or contiguous property; and

WHEREAS, Declarant has subsequent to the filing of the Original Declaration amended and expanded the plan of ownership for New California Hills to include 8 additional Phases (Phases III - X) of New California Hills (collectively the "Amended Declarations"); and

WHEREAS the Original Declaration and the Amended Declarations provide that for so long as Declarant owns any lot subject to the Original Declaration and/or the Amended Declarations, Declarant has the sole power and authority to amend the Original Declaration and the Amended Declarations; and

WHEREAS, Declarant originally established the New California Hills Association in Article 4 of the Original Declaration and by recording the bylaws thereof at Book 145, page 428 of the Union County, Ohio Recorder's Office; and

WHEREAS, Declarant has since incorporated New California Hills Association into the New California Hills Association, Inc. (sometimes herein the "Association") as a not for profit corporation under O.R.C. SS 1702 and now desires to reconfirm the obligations of the incorporated entity; and

WHEREAS, Declarant currently owns Lots within the New California Hills Subdivision which are subject to the Original Declaration and/or the Amended Declarations; and

WHEREAS, Declarant desires to amend and restate the Original Declaration and Amended Declarations as described in this document to address certain issues which have arisen since the recording of the Original Declaration and the Amended Declarations; and

WHEREAS, Declarant also desires to subject the property described on Exhibit A to those certain conditions, restrictions, easements, covenants, and assessments described below.

## DECLARATION

Now therefore, Declarant hereby remakes and reestablishes the following plan for use and ownership of the real property described within the Original Declaration and the Amended Declarations and Exhibit A herein (collectively the "Property"), all of which shall be held, sold and conveyed subject to the following restrictions, easements, covenants, conditions and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The restrictions, easements, convenants, conditions, and assessments, and all other provisions hereof, unless otherwise specifically limited herein, shall encumber all of the Property, shall be binding on all parties having or acquiring any right, title or interest therein, or in any part thereof, and shall inure to the benefit of each owner of any part thereof.

## ARTICLE 1 - THE PROPERTY AND NAME

The Property and any additional property subjected hereto, by a recorded, properly authorized, and executed Amendment hereto, and any improvements and appurtenances thereon, all of which are subject hereto, is hereby named New California Hills.

Each lot has been numbered and created by a recorded plat, and subjected to this Declaration for purposes of construction of a home is defined as a "Lot" for the purposes of this Declaration. The Declarant may submit Lots to this Declaration at any time and in any number. All Lots submitted pursuant to one amendment hereto shall be referred to herein as a "Phase". Except as expressly set forth herein, the demarcation of Lots as being in different Phases shall not have any effect on the rights and obligations of each Lot with respect to each other Lot.

Declarant may at any time deed or cause to be deeded real property adjacent to the Property and the improvements attached thereto and located thereon to the Association to own, operate, repair, replace, improve, insure, restore, and maintain at its sole cost; provided that such additional property shall be (a) free of all liens and encumbrances except the lien for taxes not yet due and payable, this Declaration (as amended) and utility and access easements consistent

with the remainder of this Declaration (as amended) and (b) free from hazardous substances which require remediation pursuant to law as shown by a report of a licensed environmental consulting firm prepared at the expense of Declarant for the benefit of the Association.

## ARTICLE 2 - USE RESTRICTIONS

1. The use of the Property shall at all times be subject to the provisions hereof, including those provisions set forth hereinafter with respect to the authority of the Association, and in addition to such reasonable rules and regulations as may be promulgated by said Association in accordance with the Bylaws of the Association.

2. Each of the aforementioned Lots shall be used and occupied solely and exclusively for private-residence purposes by a single family, and no other than a one single family, private residence purpose building (herein referred to as "Dwelling") shall be erected, constructed, reconstructed, placed or suffered to remain thereon.

3. The Property shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of an owner or occupant of the Lots.

4. The following shall be specifically prohibited:

   A. No obnoxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done on the Property which may be or may become an annoyance or nuisance to any of the other Lots or owners thereof.

   B. No structure of a temporary character and no trailer, mobile home, shack, detached, shed, garage, barn, play houses, play sets, club houses, doll houses, forts and other similar exterior recreational facilities including those containing a roof or other outbuilding shall be permitted on the Property at any time.

   C. No storage tanks, including but being not limited to those used for the storage of water, gasoline, oil, other liquid or any gas shall be permitted on a Lot outside of a Dwelling.

   D. No well for gas, oil or other substance shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon the Property. However, subject to the approval of applicable governing authorities a water well is specifically permitted for the sole purpose of providing water to the exterior of the Dwelling provided that there is no disconnection of the water service otherwise provided to the dwelling, and that such well shall not protrude above ground level any more than twelve (12) inches. Any water well that does protrude above ground level at all, is subject to prior architectural review as otherwise provided in Article 3 of this Declaration.

   E. No metal tubular-type swing-sets shall be allowed.

F. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either by wholesale or retail, upon the Property.

G. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon the Property.

H. No animals, rabbits, or poultry of any kind and no species of fowl, livestock, birds or insects shall be kept upon or maintained on any part of the Property except domestic dogs, cats, (or other household pets, but specifically excluding any so-called exotic animals as defined under Ohio law) which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats (or, alternatively a similar number of other permitted pets) may be kept on any Lot except when such animals in excess of such number are less than three months of age.

I. No kennels or enclosures, or so-called "dog runs" for any animal shall be erected or maintained on any Lot. Specifically, no buildings of any kind or size for any animal, including, but being not limited to so-called "dog houses", shall be erected or maintained on any Lot.

J. No trucks of one-ton capacity or more, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on the Property for more than 24 hours unless the same are in the garage.

K. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage and refuse shall be placed in containers, which shall be concealed and contained within Dwellings or shall be concealed by means of a screening wall (which screening wall shall be subject to architectural control as provided in Article 3 hereafter) of material similar to and compatible with that of the Dwelling situated upon said Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year.

L. No portion of any Lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purpose other than that of landscaping and lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, than the front building line of the actual building, excepting ornamental railings, walls, or fences not exceeding three (3) feet in height located on or adjacent to the Dwelling's entrance, platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of any Lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, or for small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying the Lot. No unsightly objects shall be allowed to be

placed or suffered to remain anywhere thereon.

M. With respect to sight distance at intersections, no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

N. No fence whatsoever shall be constructed other than a so-called "split rail" fence, unless a different fence is required by County regulation because the Lot has an in ground swimming pool, in which case, a wrought iron style fence may be installed.

O. No lines, wires, or other devices for communication purposes, including telephone, television, data and radio signals, or the transmission of electric current or energy, shall be constructed, placed or suffered to remain anywhere in or upon the Property unless the same shall be in conduits or cables constructed, placed and maintained underground or within Dwellings. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under Dwellings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incidental to the construction of approved improvements. No satellite dishes larger than 20" in diameter will be permitted. Satellite dishes of any permitted size must be hidden from view of the street and well landscaped to conceal them from view of the public.

P. No above ground swimming pools shall be permitted.

5. The Following shall be prohibited without the prior written consent of the Declarant or the Association:

A. No so-called "swing sets" shall be erected, constructed, reconstructed, placed or suffered to remain upon any Lot without first being approved in writing by the Declarant and/or the Association, as applicable. Further, specifically, and without limitation, and as set forth in Section 4 E above all metal tubular-type swing-sets shall be prohibited.

B. Unless specifically approved in writing by Declarant, or the Association, as applicable, no materials, supplies or equipment shall be stored on any Lot except inside a Dwelling.

C. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the aforementioned Lots unless the same is for the exclusive use of the family occupying said Dwelling and unless such garage is an integral part of said Dwelling and unless and until the size, location, type, style of architecture, materials, color and grade shall have first been approved, in writing, as required of all other construction as set forth in Article 3 hereinafter. No such proposed garage shall be approved by the Declarant or the Association, as applicable, unless such proposed garage shall be of a size reasonably intended to accommodate at least two automobiles, and in addition, unless the driveway is large enough to contain an additional two "full-size" automobiles.

D. No sign of any kind shall be displayed to the public view on any of the aforementioned Lots, except one sign of not more than 2 ft. x 3 ft. advertising the premises for sale or for rent, and except those other signs as may be approved by the Declarant or the Association, as applicable, which are intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Declarant reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the aforementioned Lots.

E. The location of any and all driveways shall be and shall remain as established upon each Lot pursuant to the plans and specifications as approved by the Declarant pursuant to Article 3 hereinafter. No driveway shall be located, relocated or suffered to remain upon any of said Lots except as approved by the Declarant as appropriate in writing.

F. No Lot shall be subdivided or convey less than the whole of any Lot without first obtaining the written consent of the Declarant or the Association, as applicable.

G. In order that the natural beauty of the Property may be preserved, no living tree having a caliper measurement of diameter of four (4) inches or more shall be destroyed or removed from the Property unless approved by the Declarant or the Association, as applicable, in connection with the approval of the plans, specifications and details for the construction of improvements on a Lot or otherwise without the prior express written consent of the Declarant or the Association, as applicable.

## ARTICLE 3 - ARCHITECTURAL CONTROL, SIGNS, EXTERIOR AREA

1. No Dwelling, garage or any addition thereto, or any alteration, other than minor alterations, thereof, or any screening wall, shall be erected, reconstructed, placed or suffered to remain upon a Lot until the Site Plan thereof has been approved by the Declarant or by the Association, as applicable. In addition, no Dwelling, garage or any addition thereto, or any

alteration, other than minor alterations, thereof or any screening wall shall be erected, reconstructed, placed or suffered to remain upon a Lot unless or until the size, location, type, style of architecture, materials of construction thereof, color scheme therefor, grading plan of the Lot (including grade elevations of the Dwelling to be constructed thereupon), the landscape plan, specifications and detail of said Dwelling shall have been approved in writing by the Declarant, or by the Association, as applicable, and a true copy of said plans, specifications and details shall have been filed in writing with the Declarant or the Association, as applicable.

2. All construction work commenced on a Lot shall be completed within a reasonable time after the start of construction thereof in accordance with the plans and specifications so approved, in writing, by the Declarant or by the Association, as applicable, and the Declarant or the Association, as applicable, shall have the right to inspect all such construction work at reasonable times to ensure the compliance with such plans and specifications.

3. Nothing shall be permitted to be hung, displayed, stored, or erected on the outside of the Dwellings, other than seasonal decorations during the season for which the decorations are intended, nor shall fences, hedges or walls be erected or maintained, upon Lots, or upon the common area, if any, other than as originally provided by the plans and specifications.

4. Notwithstanding anything to the contrary set forth in this Declaration, no plans, specifications and/or details shall be approved either by Declarant or by the Association, as applicable, which plans, specifications and details do not provide for the use of at least 250 pound, 30 year life, dimensional asphalt shingles or equivalent or better roofing material (in the discretion of Developer) on all roofs.

5. All Lots will use mailboxes of a common design and placement, subject to the provisions of this Article 3. It is the intent of this section to promote uniformity among the Lots with respect to the mailboxes and posts referred to herein, subject to rules and regulations of any governmental authority which may be applicable.

6. Any item subject to the review or approval of the Declarant or Association, as applicable, including all items that are subject to Architectural Review shall be submitted to Declarant, for Declarant's sole review, while Declarant is the owner of any Lots within New California Hills. Once Declarant is no longer an owner of a Lot within New California Hills, or at such earlier time as affirmatively elected, in writing, by the Declarant in its sole discretion, any item subject to the review or approval of the Declarant or Association, as applicable, including all items that are subject to Architectural Review shall be submitted to the Association for its sole review. The preceding is sometimes herein referred to as the "Turnover by the Declarant to the Association".

## ARTICLE 4 - THE NEW CALIFORNIA HILLS ASSOCIATION

1. ESTABLISHMENT OF ASSOCIATION: Declarant has created the Association.

2. AUTHORITY AND PURPOSE OF THE ASSOCIATION: The authority and purpose of the Association is set forth herein. Specifically, but without limiting the generality of

the foregoing, it is intended that the Association perform the following unless reserved to the Declarant until the Turnover by the Declarant to the Association:

A. To provide from time to time, and to the extent not provided by the appropriate governmental authorities, in its discretion, such services as it may choose to provide.

B. To establish and enforce reasonable standards with respect to maintenance and upkeep of the Dwellings constructed on the Lots.

C. To enforce the provisions of this Declaration and such other rules and regulations as may be promulgated in accordance therewith.

D. To approve plans, specifications, materials and other matters made subject to the Association's approval hereunder.

E. Determine, assess, collect and enforce assessments as provided in Article 5.

F. To own, operate, repair, replace, improve, insure, restore and maintain all real or personal property held in the name of the Association, including any retention or detention ponds, entrance features or landscaping, common areas created by plat or otherwise, except as may be the obligation of a political subdivision.

Prior to the Turnover by the Declarant to the Association, Declarant may, at his sole option, grant or delegate such of these obligations and authorities to the Association to assert in accordance with the remaining sections of the Bylaws. Additionally, Declarant may grant or delegate certain authority or obligations to the Association to exercise with respect to one or more Phases without granting such authority with respect to the remainder of the Phases. Such grant shall be in writing and shall be revocable at the discretion of the Declarant until the Turnover by the Declarant to the Association.

3. MEMBERSHIP: Every owner of a Lot or of a legal interest therein is hereby declared to be a member of the Association, and no one other that the aforementioned may be a member of the Association. Membership is appurtenant to and shall not be separated from legal ownership of a Lot. Each owner, by acceptance of a deed or other conveyance, thereby becomes a member. When more than one person or entity is owner of a Lot, all such persons or entities shall be members but entitled to only one vote per Lot owned. When such owner ceases to own an interest therein, that person or entity is no longer a member.

4. BOARD OF TRUSTEES: The Board of Trustees and officers of the Association elected, as provided in the Bylaws of the Association, shall exercise the powers, discharge the duties, and be vested with the rights conferred by this Declaration, and by the Bylaws of the Association. Provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Trustees solely in their capacity as an officer or member of the Board of Trustees, they shall be deemed to act in

such capacity to the extent required to authenticate their acts and to carry out the purposes of the Declaration and of the Bylaws. Until such time as Declarant no longer owns any Lots (including any Lots which may hereafter be subjected hereto) in any Phase of New California Hills (sometimes herein referred to as *Turnover by the Declarant to the Association*), Declarant shall exercise the authority of, and shall be deemed to act as the Board of Trustees. Upon final sale of the last lot of New California Hills, Declarant shall nominate an initial Board of Trustees who shall serve until elections are held pursuant to the Bylaws. Nothing in this provision shall preclude the Declarant from nominating an initial Board to operate prior to the Turnover by the Declarant to the Association.

5. ADMINISTRATION: The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, as each of the foregoing may be amended from time to time, and in accordance with such reasonable regulations as may be promulgated by the Board of Trustees from time to time; provided however, the amending of this Declaration is limited by the provisions of Article 7, Paragraph 6 hereinafter. Each Lot owner, tenant or occupant of a Dwelling thereon shall comply with provisions of this Declaration and of the Bylaws of the Association, the regulations, decisions and resolutions of the Board of Trustees of the Association or of the duly appointed representatives thereof, as each of the foregoing may be promulgated or amended from time to time, and failure to comply with any such provisions, decision, resolution or regulation, shall be grounds for an action to recover sums due for damages (which sums shall be an assessment and provided hereinafter) or for injunctive relief or for such other relief which may be available at law or in equity.

6. BYLAWS: A copy of the Bylaws of the Association is attached hereto as Exhibit "B".

## ARTICLE 5 - ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS:

   A. Each owner of a Lot subsequent to the Declarant is deemed to covenant and agrees to pay such annual operating assessments or other charges as may be imposed by the Association pursuant to the terms of this Declaration.

   B. The annual assessment, together with the cost of collection thereof, attorney fees, and interest as provided hereinafter, shall be a charge on each Lot, and shall be a continuing lien upon each Lot from the effective date thereof until paid.

   C. Each such assessment, together with the cost of collection thereof, attorneys fees and interest provided hereinafter, shall also be the personal obligation of each owner of a Lot, and if there is more than one owner of a Lot (i.e. owners of fractional interests of, or in a Lot), then such assessment, together with the cost of collection thereof, attorneys fees and interest as provided hereinafter shall be the joint and several personal obligation of each of such owners.

   D. In a conveyance of a Lot, the grantee or grantees thereof shall be jointly and

severally liable with such grantor or grantors thereof for all unpaid assessments against such Lot up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor, the amounts paid by grantee therefor.

E. For each Lot, the assessments shall begin upon the date of conveyance of a Lot from Declarant to a purchaser thereof. Thereafter, each Lot shall be charged with an equal portion of the annual assessment, if any. The initial assessment shall be collected at closing and shall be the full amount of the annual assessment regardless of when during the calendar year the closing occurs.

F. The annual assessment shall be determined, charged and collected on a calendar year basis. The Board of Trustees of the Association is hereby empowered to make such reasonable rules and regulations so as to effectuate the fair and equitable application of this provision.

2. PURPOSE AND NATURE OF ASSESSMENTS:

A. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used for any purpose which is deemed to be desirable by the Association, as well as for the operation of the Association in such manner as the Board of Trustees shall determine.

B. LEVY AND AMOUNT OF ASSESSMENTS: The annual assessment shall be that amount of funds estimated by the Board of Trustees to be necessary for all operating expenses of the Association for the balance of the next succeeding fiscal year which shall be a calendar year unless otherwise chosen by the Board of Trustees. The initial assessment shall be due upon the transfer of the Lot from the Declarant. The initial amount shall be $200.00, or the amount currently being charged by the Association.

C. EFFECTIVE DATE OF ASSESSMENT: Any assessment created pursuant hereto shall be effective provided it is determined in accordance with the Bylaws of the Association and this Declaration, upon written notice of the amount thereof sent by the Board of Trustees to the member of the Association subject thereto at least 30 days prior to the due date. Written notice may be mailed or delivered to a member's address in the Subdivision.

3. PAYMENT AND NON-PAYMENT OF ASSESSMENTS:

A. METHOD OF PAYMENT: Each assessment created pursuant hereto shall be due in full on the effective date thereof; provided, however, that nothing herein shall prohibit the Board of Trustees from collecting such assessment in such installments as the Board of Trustees may, in its discretion, determine to be appropriate and beneficial. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be allocated and paid into such reserve account as the Board of

Trustees may deem appropriate, and shall in no event be deemed to be profits, nor available, except on dissolution of the Association, for distribution to members; provided, however, that if the Board of Trustees should determine that the retention of any assessment collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Trustees may, in its discretion, refund or credit all or any portion of such excess among the members in the same proportions as the same were paid. In such event, such excess shall be so divided among only those who are members at the time of distribution, without regard to the question of who was the owner at the time of the assessment or collection.

B. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

1. If any installment of any assessment is not paid within 30 days after the same has become due the entire unpaid balance of such assessment shall then be automatically accelerated, and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys fees and interest on the entire balance of such assessment at the highest rate of interest permitted by law.

2. At any time after an assessment or installment thereof levied pursuant hereto remains unpaid for 30 days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such assessment, together with any subsequent assessment which may thereafter become due, together with the cost of collection thereof, attorney's fees and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the Recorder of Union County, Ohio, pursuant to authorization given by the Board of Trustees. Such Certificate shall contain a legal description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid assessment, and shall be signed by the President or other officer designated for such purpose by the Board of Trustees.

3. The lien provided for herein shall remain valid for a period of five (5) years from the date of filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or, discharged by the final judgment or Order of the Court in an action brought to discharge the lien.

4. Except as to mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, such lien and rights shall be applicable as against the parties to whom such Lot is conveyed as provided hereinabove, and any

grantee of a Lot shall be jointly and severally liable with the grantor for the amount secured by such lien.

5. The Association, as authorized by the Board of Trustees, may bring an action at law against the member or members obligated to pay the assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In the event of a foreclosure, the Association shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and cost of such action shall be added to the amount of any such assessment to extent set forth in this Declaration and permitted by the laws of the State of Ohio.

6. No member of the Association may waive or otherwise escape liability for the assessments provided herein.

7. The lien of the assessment provided herein shall be subject and subordinate to the lien of any previously duly executed and recorded first mortgage, and any holder of such first mortgage which comes in possession of a Lot pursuant to the remedies provided in such mortgage, whether by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, shall take the Lot free of any claims of unpaid assessments or charges against the said lot which are attributable to the period prior to the time such holder of such mortgage obtains title to such Lot.

## ARTICLE 6 - EASEMENTS

Each Lot shall be subject to easements for utilities and such other purposes consistent with the development of the Property and the Plat. Upon request either by Declarant or by the Association, an owner of a Lot shall join in any documentation necessary for the purpose of effectuating this provision, and the provisions more fully set forth hereinafter. Any easements on the Plat noted as "proposed" shall, for the purpose of this Declaration, be considered granted and final and subject to the application of this Article 6.

1. EASEMENT FOR ACCESS: A non-exclusive perpetual easement over the roadways, sidewalks, common drives and walkways as may, from time to time, exist upon the Property and may be necessary to access any real or personal property owned by the Association is hereby reserved to Declarant, its successors and assigns, including the Association, for the benefit of it and for the future owners of Lots and occupants of Dwellings to be constructed thereon, and for the benefit of the licensees and invitees of the foregoing individuals and entities, for the purpose of providing access to and from the various Lots, and for the purpose of using such for pedestrian and vehicular travel, as might be appropriate, to and from public streets and to and from the Lots.

2. EASEMENT FOR REPAIR, RESTORATION AND OTHER MATTERS: The Association shall have a perpetual right of access and an easement to, over and through each Lot for the purpose of ingress, egress, repair, maintenance, restoration and for all other purposes which enable the Association to perform its obligations, rights and duties as set forth herein.

3. EASEMENTS FOR CERTAIN UTILITIES: The Declarant or Board of Trustees may hereafter grant easements on behalf of members to entities for utility purposes or for other miscellaneous purposes for the benefit of the Property including, but being not limited to, the right to install, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires, television cables and equipment, electrical conduits and wires over, under, along and on any portion of the Lots within 20 feet of the Lot line thereof; and each owner of a Lot hereby grants, and the transfer of title to a Lot owner shall be deemed to grant, the Association an Irrevocable Power of Attorney to execute, acknowledge and record, for and on behalf of such Lot owner, such instrument as may be necessary to effectuate the foregoing.

4. EASEMENT FOR SERVICE: A perpetual, non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, trash removal personnel (and all similar persons), to the local governmental authorities and to the Association, but not the public in general, to enter upon the common area, if any, and upon the various Lots in the Property in performance of their respective duties.

5. EASEMENT FOR DEVELOPMENT AND CONSTRUCTION: There is hereby reserved to Declarant, its successors and assigns, a non-exclusive right and easement over, on and under the Property and all Lots, for the purpose of doing all things necessary to complete construction work necessary and intended to develop the land, including but being not limited to the right to install, use, maintain, repair and replace pipes, wires, storm and sanitary sewer, and telephone services.

6. GENERAL: All easements and rights described herein or easements appurtenant to and running with the land, shall be perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns thereof, and any owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Failure to refer to any or all of the easements and/or rights described herein in any deed of conveyance or any mortgage deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered therein.

7. SPECIAL EASEMENT BETWEEN LOT 327 AND 328: Declarant hereby declares and grants an easement for ingress, egress and access between Lots 327 and Lot 328 for the sole purpose of permitting the Declarant or the Association, as applicable, access to and from the adjacent pond so as to allow the Declarant or the Association, as applicable, and their respective contractors to maintain the adjacent pond and any related equipment. The Declarant or the Association, as applicable, and their respective contractors shall use commercially reasonable efforts not to disturb the adjoining properties and shall use commercially reasonable efforts to repair any damage to such Lots arising as a result of their respective use of such easement.

## ARTICLE 7 - GENERAL PROVISIONS

1. COVENANTS RUNNING WITH THE LAND: Each grantee of Declarant, its successor or assigns, by the acceptance of a deed of conveyance accepts the same subject to all restrictions,

conditions, convenants, reservations, liens and charges, and the jurisdiction, rights and power created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind every person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions hereof were recited in full in each and every deed of conveyance, and shall encumber the land for a period of forty (40) years from the date of the recordation of this Declaration, after which from time they shall be automatically deemed to be extended for successive periods of ten (10) years each, unless otherwise amended as hereinafter provided.

2. ENFORCEMENT: In addition to any other remedies provided in this Declaration, Declarant, the Association, and any member of the Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed in accordance with this Declaration and the Bylaws of the Association. Failure by Declarant, the Association, or such member of the Association to proceed with such enforcement shall in no event be deemed to be a waiver of such right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches, nor any statute of limitations, bar the enforcement of such restriction, condition, covenant, easement, reservation, lien or charge.

3. SEVERABILITY: The invalidity of any restrictions, conditions, covenants, reservations, easements, liens or charges, or any other provisions of this Declaration or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of any other of the provisions which shall nevertheless remain in full force and effect.

4. GENDER AND GRAMMAR: The singular wherever used herein shall be construed to be the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations, partnerships, individuals (whether masculine or feminine) shall in all cases be assumed as though in each case fully expressed.

5. CAPTIONS: The captions of the various provisions of the Declaration are not a part of the context hereof but are merely labels to assist in locating the provisions hereof.

6. AMENDMENT:

A. For so long as Declarant owns any Lots (including any Lots which may hereafter be subjected hereto), Declarant shall have the sole power to amend this Declaration. Once Declarant no longer owns any Lots as aforesaid (e.g. Turnover by Declarant to the Association), then this Declaration and the Bylaws of the Association may be amended by the affirmative vote of those exercising, in person or by proxy, not less than 75% of the voting power of the Association at a meeting otherwise duly convened as provided in the Bylaws of the Association. All such amendments shall become effective upon the filing with the Recorder of Union County, Ohio, a copy of such amendments, together with a certificate thereof signed by the Declarant, while he retains the authority or thereafter by the

President and Secretary of the Association. Provided, however, that no such amendment shall have any effect upon material rights of bona fide mortgagees until the written consent of such mortgagees to such amendment has been secured. Such consent shall be retained by the Secretary of the Association, and the certification of such Secretary in the instrument of amendment, and the names of the consenting and/or nonconsenting mortgagees of the various Lots may be relied upon by all parties for all purposes.

B. Notwithstanding anything to the contrary set forth in Subparagraph A of this paragraph, it is the intent of Declarant that no subsequent amendment hereof, and no subsequent amendment of the Bylaws of the Association, shall serve to circumvent or subvert the spirit, purpose and intent of this Declaration, but shall be only for such purposes as may be consistent with the spirit, purpose and intent of this Declaration, as expressed herein.

7. DECLARANT'S RIGHT TO REPURCHASE: Attached hereto as Exhibit C is a copy of certain provisions of an "Agreement to Purchase an Improved Lot" which applies to each and every Lot to which this Declaration pertains. In the event of failure to obtain plan approval or to commence construction as provided therein, or in the event of the presence of soil conditions as provided therein, Declarant has the right to repurchase a Lot to which such provisions may be applicable, upon the terms and conditions set forth in the aforesaid Agreement.

8. SUBMISSION OF ADDITIONAL PROPERTY TO THE PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS:

A. From time to time, but in any event for so long as the Declarant owns any Lots (including any Lots which may hereafter be subjected hereto, in Declarant's discretion) in New California Hills, Declarant may, at its sole discretion, submit additional property, together with the improvement thereon, to the plan for ownership created hereby. Each person (including any mortgagee) who acquires an interest in a Lot in New California Hills, by virtue of such acquisition, shall and does hereby, irrevocably appoint Declarant, its successors or assigns, as the attorney-in-fact of such person, for the purpose of consenting to and executing such documents as may be necessary in order to effect one or more of the aforementioned additions to this plan for ownership.

B. Such document effectuating such addition to this plan of ownership shall be signed by the Declarant, and such signature shall be deemed to be on behalf of all those having an interest, of whatever nature, in any Lot in New California Hills or in the Association.

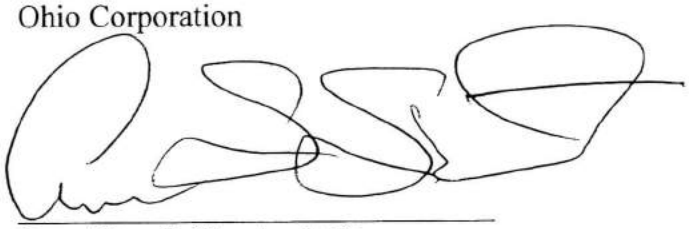
C. At such time as the Declarant no longer owns any Lots (including any Lots which may hereafter be subjected hereto in Declarant's sole discretion) in New California Hills, the Association shall succeed to all rights of Declarant hereunder.

D. Upon filing of an amendment to this Declaration, thereby subjecting additional property to this plan for ownership of New California Hills, such additional property shall thereafter be subject to all the terms and provisions of this Declaration, to the same extent and with the same effect as if such additional property had been described herein; that is, the rights, easements, covenants, restrictions and assessments set forth herein shall run with and bind the additional property in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration. The owner or owners of the additional property shall thereby become members of the Association to the same extent, with the same effect, subject to the same obligations, and with the same rights, as all other members of the Association, and, in all other respects, all of the provisions of this Declaration shall include and apply to such additional property and any owner, mortgagee or any other party having an interest therein, with equal meaning and of like force and effect. If any amendment to the Declaration would include terms that are inconsistent with a prior Declaration, the amended Declaration will apply in the place of all prior Declaration for all Lots.

9. ENVIRONMENTAL COVENANT: Declarant either has, or intends to, enter into a an agreement with the Ohio Environmental Protection Agency (the "Environmental Covenant") to subject a portion of the property described in Exhibit A (the "Covenant Area") to certain restrictions as to the use of the same as more particularly set forth within the Environmental Covenant. The Environmental Covenant generally prohibits (or will prohibit) disturbance of the Covenant Area, other than activities that promote natural and/or native vegetation in the Covenant Area or activities approved by the Ohio Environmental Protection Agency associated with restoration or recovery of natural floodplain and channel form characteristics. By way of example and not by way of limitation the Environmental Covenant prohibits (or will prohibit): (i) any cutting of trees, ground cover, grasses or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area, other than the removal or control of invasive and noxious species or other control activities that are approved by the Ohio Environmental Protection Agency; (ii) the use or disposal of fertilizers; (iii) any division or subdivision of the Covenant Area; (iv) any commercial development, agricultural or industrial activity on the Covenant Area; (v) the placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area; (vi) the dumping of yard waste, garbage and unsightly or offensive materials on the Covenant Area; and (vii) the dredging, straightening, filling, channelizing, impeding, diverting or otherwise altering any natural water courses and/or streams and adjacent riparian buffers, other than as part of activities that are authorized by and approved by the Ohio Environmental Protection Agency. All Lot owners shall comply with the obligations set forth within the Environmental Covenant and in addition to the Ohio Environmental Protection Agency the Declarant shall have the right (but not the obligation) to enforce the Environmental Covenant. After the Turnover by the Declarant to the Association Date, the Association shall have the right (but not the obligation) to enforce the Environmental Covenant. All costs associated with the enforcement of the same shall be a common expense of the Association.

IN WITNESS WHEREOF, The undersigned, Declarant herein, an Ohio Corporation, has caused this Declaration to be executed this 10TH day of November, 2014.

EVERGREEN LAND COMPANY An Ohio Corporation



By: Allen S. Shepherd, III
President

STATE OF OHIO
FRANKLIN COUNTY ss:

The foregoing Declaration was acknowledged before me this 10th day of November 2014, by Evergreen Land Company, an Ohio Corporation, by Allen S. Shepherd, III President thereof on behalf of Evergreen Land Company for the uses and purposes stated herein.

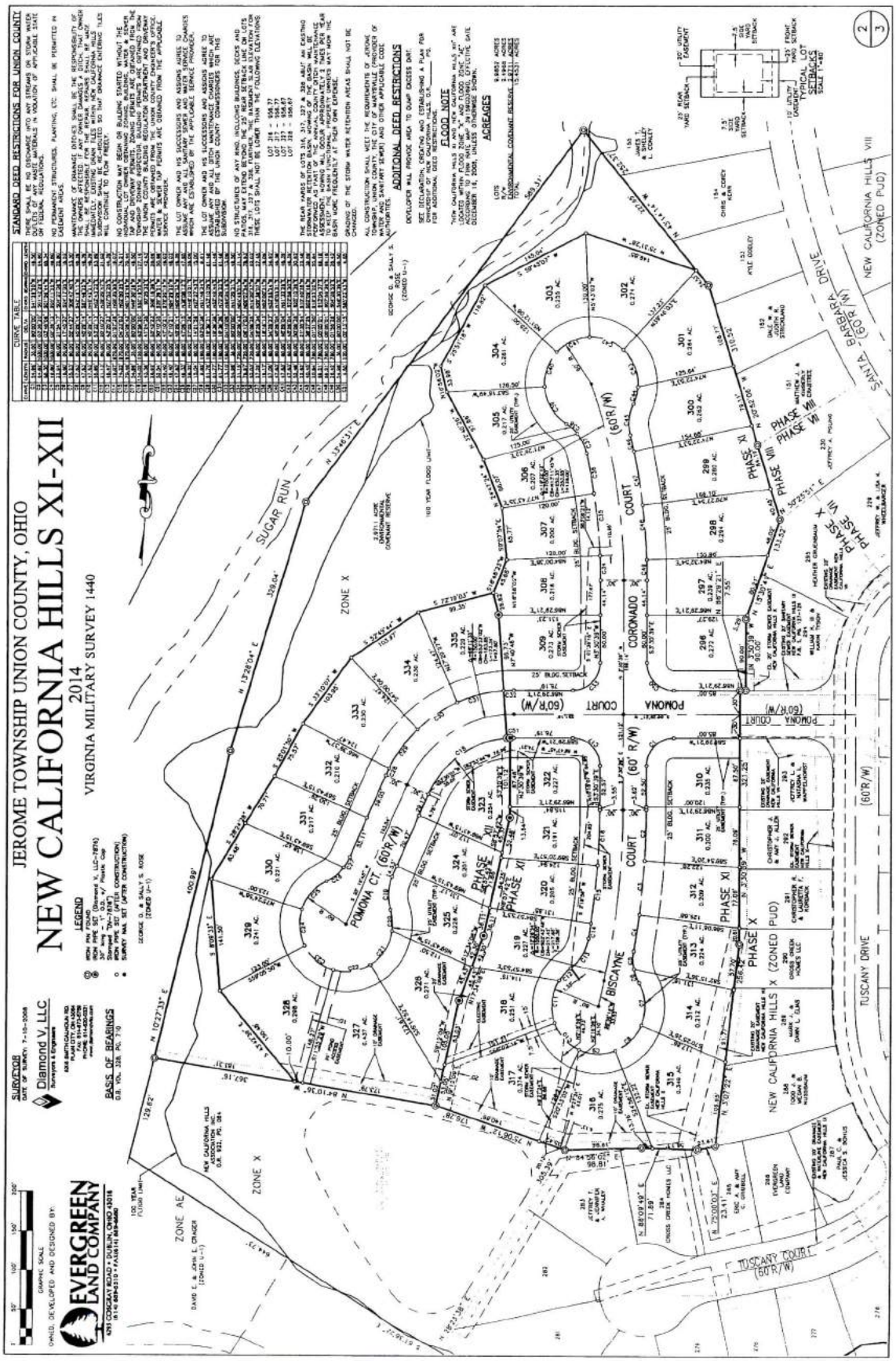
NOTARY PUBLIC

This Instrument Prepared by:
Evergreen Land Company
6295 Cosgray Road
Dublin, Ohio 43016

Tammy Penhorwood, Notary Public
State of Ohio
My Commission Expires 12/8/15

# EXHIBIT A

Recorded November 21, 2014 in Plat Book 5, Pages 354 ABC



# EXHIBIT B

# BYLAWS OF
# NEW CALIFORNIA HILLS ASSOCIATION, INC.

## ARTICLE 1 – NAME AND LOCATION

The name of the Ohio non-profit corporation responsible for the administration of the property known as New California Hills is "New California Hills Association, Inc." (the "Corporation"). The principal office of the Corporation shall be located at such place in Franklin or Union Counties, Ohio, as the Board of Trustees may, from time to time, designate.

## ARTICLE 2 – MEMBERSHIP

**A. MEMBERSHIP.** The membership of the Corporation shall be determined as set forth in Section 4(3) of the Declaration Creating and Establishing a Plan for Ownership of New California Hills (the "Declaration") and incorporated herein by this reference.

**B. SUSPENSION OF MEMBERSHIP.** During any period in which a member is in default in the payment of any installment of any assessment levied by the Corporation, the voting rights of such member may be suspended by the Board of Trustees until such assessment has been paid. The rights of a member may also be suspended after reasonable notice of hearing for the violation of any of the covenants, conditions, restrictions, rules and regulations as the same may be promulgated and amended by the Board of Trustees from time to time. In such event, such suspension shall be effective until the Board of Trustees has, in its discretion, determined that such violation has been cured by such member and, further, has received such assurances as the Board of Trustees may reasonably require that such violation will not be repeated in the future.

## ARTICLE 3 – MEETINGS OF MEMBERS

**A. ANNUAL MEETINGS.** Regular annual meetings of the members shall be held in such place and on such date and at such time as may be determined by the Board of Trustees.

**B. SPECIAL MEETINGS.** Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the members entitled to exercise one-fourth (1/4) of the voting power of members.

**C. NOTICE OF MEETINGS.** Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Corporation, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice to such address at least ten (10) days before the meeting.

The notice shall specify the place, the day and time of the meeting and, in case of a special meeting, the purpose of the meeting. Upon the written request of the holder of a first mortgage, mailed to the principal office of the Corporation, the written notice of meetings of member shall also be given to such mortgagee, who shall have the right to designate a representative to attend all such meetings.

**D. QUORUM.** The members present at any duly convened meeting shall constitute a quorum for such meeting.

**E. PROXIES.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Corporation prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's lot.

**F. VOTING RIGHTS.**

1. Until such time as Evergreen Land Company, an Ohio corporation (the "Founding Member"), no longer owns any undeveloped lots in The New California Hills development, the Founding Member shall have sole voting rights on behalf of the Association. Thereafter, the owner or owners collectively, of the fee simple title of record of each individual lot shall be entitled to one vote.

2. The vote of the owners of an individual lot owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in the certificate signed by all of the owners of the lot and filed with the Secretary of the Corporation. Such certificate shall be effective until revoked by a subsequent certificate. If such certificate is not on file, then, at the discretion of the Secretary of the Corporation, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor any other purpose.

3. While the Founding Member holds the sole voting power of the Corporation, the Founding Member may, at its sole option, grant such of these obligations and authorities to the remaining members of the Corporation to assert in accordance with the remaining sections of these Bylaws. Additionally, the Founding Member may grant certain authority or obligations to the Corporation to exercise with respect to one or more phases of construction and development without granting such authority with respect to the remainder of the phases. Such grant shall be in writing and shall be revocable at the discretion of the Founding Member. In the event of such a grant, the Founding Member shall retain one vote for each lot the Founding Member owns.

**G. VOTING POWER.** Except as otherwise provided in the Declaration or these Bylaws, a majority of the voting power of members present in person or by proxy at any duly

convened meeting shall be sufficient to determine any matter. The rules of Robert's Rules of Order shall apply to the conduct of all meetings of members except as otherwise may be specifically provided herein. Any action that could be taken by members at a meeting by vote of a majority of the voting power of members present may be taken without a meeting with affirmative vote or approval, in writing, of members having not less than a majority of the total voting power of all members.

## ARTICLE 4 – BOARD OF TRUSTEES - GENERAL

**A. FOUNDING MEMBER TRUSTEES.** Until such time as the Founding Member no longer possesses the sole voting rights as set forth in Section 2(B)(1), the Founding Member shall select the entire Board of Trustees, which shall consist of three (3) Trustees (the "Founding Member Trustees").

**B. NUMBER.** At such time as the Founding Member no longer possesses the sole voting rights as set forth in Article 2(B)(1), the affairs of the Corporation shall be managed by the Board of Trustees, consisting of three (3) persons. Within thirty (30) days from the time that the Founding Member no longer possesses the sole voting rights of the Corporation, the members shall meet and elect a Board of Trustees to replace the Founding Member Trustees. The nomination, election and term thereof shall be as set forth in Article 5 hereinafter. The Founding Member Trustees shall serve until such time as their successors are duly elected and qualified.

**C. REMOVAL.** Except for the Founding Member Trustees which may be removed and replaced by the Founding Member, any Trustee may be removed, with or without cause, by a majority vote of the members of the Corporation. In the event of death, resignation or removal of a Trustee, the successor thereof shall be selected by the remaining Trustees and shall serve for the unexpired term of the predecessor thereof. A Trustee other than a Founding Member Trustee may have his or her Trustee position declared vacant by the remaining Trustees if he or she is absent from three (3) consecutive Board of Trustee meetings.

**D. COMPENSATION.** Unless otherwise determined by the members at a meeting duly convened for such purpose, no Trustee shall receive any compensation for any service rendered to the Corporation. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties as a Trustee.

## ARTICLE 5 – NOMINATION, ELECTION AND TERM OF TRUSTEES

**A. NOMINATION.** As to those Trustees other than the Founding Member Trustees, nomination for election to the office of Trustee shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Corporation. The Nominating Committee shall consist of a Chairman, who shall be a Trustee, and two (2) or more members of the Corporation. The Nominating Committee shall be appointed by the Trustees prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled.

A Trustee need not be a member of the Corporation.

**B. ELECTION.** As to those Trustees other than the Founding Member Trustees, election to the office of the Trustee shall be by secret written ballot. At such election, the members or their proxies may be cast, in respect to each vacancy, one (1) vote for each lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Only persons nominated by the Nominating Committee may be elected Trustees.

**C. TERM.** All Trustees elected by members (other than the Founding Member Trustees) shall serve until the next regular annual meeting of the Corporation, unless removed as provided in these Bylaws, or unless such Trustee resigns.

## ARTICLE 6 – MEETINGS OF TRUSTEES

**A. ORGANIZATIONAL MEETING.** The first meeting of a newly elected Board of Trustees shall be held within ten (10) days of the election, at such place and at such time as shall be fixed by the Trustees at the meeting at which such Trustees were elected, and no future notice shall be necessary to the newly elected Trustee or Trustees in order to legally constitute such meeting, providing a majority of the Board of Trustees shall be present thereat.

**B. REGULAR MEETINGS.** Regular meetings of the Board of Trustees shall be held quarterly, without notice, at such date, place and time as may be fixed from time to time by resolution or otherwise agreed upon by the Board of Trustees.

**C. SPECIAL MEETINGS.** Special meetings of the Board of Trustees shall be held when called by the President of the Corporation, or by any two Trustees, after not less than three (3) days written notice to each Trustee; provided, however, that such notice may be waived in writing.

**D. QUORUM.** A majority of the number of Trustees shall constitute a quorum for the transaction of business.

**E. VOTING.** The act or decision of a majority of the Trustees present at a meeting at which a quorum is present shall be regarded as an act or decision of the Board of Trustees.

**F. ACTION TAKEN WITHOUT A MEETING.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

## ARTICLE 7 – POWERS AND DUTIES OF THE BOARD OF TRUSTEES

The Board of Trustees shall exercise all powers and authority pursuant to the Declaration and these Bylaws, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents. Without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

1. Take all actions deemed necessary or desirable to comply with all requirements of law, these Bylaws and the Declaration.

2. Enforce the easements, restrictions, covenants, conditions, assessments and all other provisions set forth in the aforesaid documents.

3. Own, operate, repair, replace, improve, insure, restore and maintain all real or personal property held in the name of the Corporation, including any retention or detention ponds, entrance features or landscaping, common areas created by plat or otherwise, except as may be the obligation of a political subdivision.

4. Establish, enforce, levy and collect assessments as provided in the Declaration.

5. Adopt and publish rules and regulations governing the use of the property and of the conduct of owners, licensees, invitees, occupants and any other person using the property.

6. Suspend the voting rights of a member as provided in the Declaration and in these Bylaws.

7. In the case of a Trustee not appointed by the Founding Member, declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent for three consecutive regular meetings of the Board of Trustees.

8. Authorize the officers of the Corporation to enter into agreements with third parties in order to carry out the intent of the Declaration.

9. Cause to be kept a complete record of all of the acts of the Board of Trustees and the affairs of the Corporation and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by the members requesting such special meeting.

10. Supervise all officers, agents and employees, if any, of the Corporation and see that their duties are properly performed.

11. Elect to provide from time to time, and to the extent not provided by the appropriate governmental authorities, in its discretion, such services as it may choose to provide.

12. Approve plans, specifications, materials, and other matters made subject to the Corporation's approval pursuant to the provisions of the Declaration.

13. Take all other action reasonably required to administer the Corporation in accordance with the Declaration and these Bylaws.

## ARTICLE 8 – OFFICERS AND THEIR DUTIES

**A. ENUMERATION OF OFFICERS.** The officers of this Corporation shall be a President and Vice President, each of whom shall at all times be members of the Board of Trustees, a Secretary and Treasurer, and such other officers as the Board of Trustees may from time to time by resolution establish.

**B. SELECTION AND TERM OF OFFICE.** The officers of the Association shall be selected by a majority of the Board of Trustees and shall hold office from one (1) year or until a successor is elected.

**C. SPECIAL APPOINTMENTS.** The Board of Trustees may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Trustees may, from time to time, determine.

**D. RESIGNATION AND REMOVAL.** Any officer may be removed from office, with or without cause, by the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees or the President and Secretary of the Corporation. Such resignation shall take effect on the date of receipt of such notice or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select the person to fill such vacancy.

**E. MULTIPLE OFFICES.** The offices of Secretary and Treasurer of the Corporation may be held by the same person. No person, however, shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to this Article 8.

**F. DUTIES OF OFFICERS.** The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall sign all documents on behalf of the Corporation. The President shall manage and have general supervision administration and direction over the affairs of the Corporation, subject to the overall authority of the Board of Trustees. The President shall have such other authority and duties as are assigned to him or her from time to time by the Board of Trustees.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act; and

shall exercise such other duties as may be required of him or her by the Trustees. The Vice President shall have such other authority and duties as are assigned to him or her from time to time by the Board of Trustees.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members; serve or cause to be served notice of meetings of the members; keep appropriate current records showing the members of the Corporation, together with their addresses; and shall have such other authorities and duties as are assigned to him or her from time to time by the Board of Trustees.

4. Treasurer. The Treasurer shall receive and deposit in appropriate accounts all monies of the Corporation, and shall disburse funds as directed by the resolution of the Board of Trustees; keep proper books of account; shall cause an annual audit of the books of the Corporation to be made by such person as may be designated by the Board of Trustees to conduct such audit at the end of each fiscal year (which shall be determined by the Board of Trustees, and which unless otherwise determined, shall be on a calendar year basis); shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and shall have such other authorities and duties as may be assigned to him or her from time to time by the Board of Trustees.

**G. COMMITTEES.** In addition to the Nominating Committee, the Board of Trustees may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Corporation. Unless otherwise specified by the Board of Trustees, appointment to a committee shall be for a period of one (1) year.

## ARTICLE 9 – BOOKS AND RECORDS

The books, records and papers of the Corporation shall be at all times, during normal business hours, subject to inspection by any member and by the duly authorized representative of any holder of a first mortgage on a lot. The Declarations and Bylaws shall be available for inspection by any member of any such lienholder or representative thereof at the principal office of the Corporation, where copies may be purchased at a reasonable cost, said cost to be established by the Board of Trustees.

## ARTICLE 10 – AMENDMENT

These Bylaws may be amended upon the vote of members holding not less than three-fourths (3/4) of the voting power of the Corporation.

This Instrument Prepared by:
Evergreen Land Co.
6295 Cosgray Road
Dublin, Ohio 43016

**EXHIBIT C**
**AGREEMENT TO PURCHASE AN IMPROVED LOT**
**In New California Hills Subdivision**

This Agreement is made this _____day of_____20____, by and between Evergreen Land Company, an Ohio Corporation, 6295 Cosgray Rd., Dublin, Ohio 43016 ("Seller") and _____ ("Buyer").

1. PURCHASE AND SALE

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell, upon the terms hereinafter set forth, the following real estate:

> Situated in the State of Ohio, County of Union and Township of_____, and being Lot Number _____ of _____, as the same is numbered and delineated upon the record plat thereof, of record in Union County, Official Record_____ Page_____ (The "Lot").

2. PURCHASE PRICE.

Buyer shall pay to Seller for the Lot, the sum of $_____, by wire transfer or cashier's check, subject to the prorations and adjustments set forth in this Agreement, upon delivery of the General Warranty Deed (the "Deed") as referred to herein.

3. POSSESSION.

Possession of the Lot shall be delivered to Buyer upon delivery of the Deed as provided herein. Prior to such delivery, Buyer, and designated agents thereof, may enter upon the Lot for the purpose of conducting surveys, engineering studies and other investigations desired by Buyer relative to the anticipated construction upon the Lot. In such event, Buyer shall and hereby does indemnify, defend and hold Seller harmless from all claims, demands, costs, causes of action, losses and damage, whatsoever, including reasonable attorney's fees, which Seller may incur as a result of Buyer or its agents entering upon the Lot as provided in this paragraph. Further, Buyer agrees to restore the Lot to the condition it was in prior to such entry (for example if Buyer takes soils borings, Buyer will fill and compact the same.)

4. EVIDENCE OF TITLE

Seller shall furnish and pay for an Owner's Title Insurance Commitment and Policy in the amount of the Purchase Price. Said title insurance commitment and policy shall be: (a) issued by Esquire Title Services, Inc.; (b) updated to within ten (10) business days prior to closing, (c) in accordance with the Standards of Title Examination of the Ohio State Bar Association; and (d) in Seller, marketable title in fee simple, free and clear of all liens and encumbrances, except (i) those created by or assumed by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record as of the delivery of the Deed to Buyer, which covenants, restrictions, condition and easements do not

unreasonably interfere with Buyer's construction of a single family residence upon the Lot.

Buyer shall pay any additional cost incurred in connection with Mortgagee Title Insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof.

If title to all or part of the Lot is unmarketable as determined by the laws of the State of Ohio, with reference to the Standards of Title Examination of the Ohio State Bar Association, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this Agreement, then Seller shall, within thirty (30) days after written notice thereof, endeavor to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefore. If Seller is unable to do so, then either Seller or Buyer may terminate this Agreement upon written notice thereof to the other party. If neither party elects to terminate this Agreement, Buyer shall be deemed to have accepted the condition of title at closing, and to have waived any claims related to the same. At closing, Seller shall sign an Affidavit in accordance with the community custom, with respect to off-record title matters.

5. DEED

Seller shall convey to Buyer marketable title in fee simple, by transferable and recordable General Warranty Deed, free and clear of all liens and encumbrances not excepted by this Agreement.

6. TAXES AND ASSESSMENTS

At closing, Seller shall pay or credit on the purchase price all delinquent taxes, including penalty or interest, the current portion of any assessments which are a lien on the date of execution of this Agreement, and all Agricultural Use Tax Recoupments for years prior to the year of closing which Buyer otherwise would be required to pay. At closing, Seller shall also pay or credit on the Purchase Price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of such taxes and Agricultural Use Tax Recoupments for the year of closing, prorated through the date of closing, and based upon a 365 day year, and, if undetermined, on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in calculation, and other such matters, whether or not properly certified. Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from any public authority of future improvements of which any part of the cost may be assessed against the Lot.

7. DEPOSIT

Buyer has deposited with the Seller the sum of $_____ which shall be retained by Seller subject to the following:

A. If Seller fails or refuses to perform, or any contingency set forth herein is not satisfied or waived by Buyer, the deposit shall be returned from Seller

to Buyer.

B. When the transaction is closed, the deposit shall be returned to Buyer; or at option of Buyer credited to the Purchase Price.

C. If Buyer fails or refuses to perform, the deposit shall be forfeited to Seller, which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller in any action for damages or for specific performance.

8. NOTICES

Any notice required or desired to be given to either party shall be in writing, and shall be deemed given either when personally delivered to the other party at the address shown hereinabove or when received as indicated by the return receipt if deposited in the United Sates Mail, Certified Mail, return receipt requested, Postage fully prepaid, and addressed to the other party at the address set forth hereinabove, or at such other address as the parties may notify one another in writing hereafter.

9. CLOSING

This Agreement shall be performed and this transaction closed on or before_____. The closing shall occur at the offices of Evergreen Land Company at such time as Buyer may reasonably designate.

10. USE OF APPROVED BUILDER AND COMMENCEMENT AND COMPLETION OF CONSTRUCTION

Buyer acknowledges that Seller has entered into this Agreement for the sale of the Lot to Buyer in part based on Buyer's commitment to build with an Approved Builder (as such term is hereafter defined) for the construction of a home upon such Lot. Buyer agrees that Buyer and any third-party purchasing the Lot from Buyer prior to the completion of a residence upon the Lot must use a builder from a list of Approved Builders provided by Seller. Further, Buyer agrees to commence construction of the home upon the Lot by _____, 20_____ and to thereafter diligently and continuously prosecute such construction to completion. Should this paragraph be violated, Seller shall have the right at Seller's sole option to repurchase the Lot from Buyer pursuant to the terms set forth in the Addendum attached hereto and incorporated as if fully written herein. This provision shall survive the closing and shall bind future purchasers of the Lot.

11. REGULATIONS WITH RESPECT TO CONSTRUCTION

Buyer acknowledges that the above described Lot is subject to certain restrictions with respect to construction and use. A copy of the restrictions is attached hereto and incorporated herein as if fully written herein. By executing this Agreement, Buyer agrees to, at all times, comply with such regulations.

12. MISCELLANEOUS PROVISIONS

A. NONASSIGNABILITY.

This Agreement may not be assigned by Buyer without the express prior written consent of Seller.

B. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the parties hereto, their respective personal representatives, heirs, successors and assigns, as the case may be, subject to the requirement of the approval of assignment set forth in paragraph 12A above.

C. INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

D. EXAMINATION OF PROPERTY.

**BUYER HAS EXAMINED THE LOT AND HAS RELIED SOLELY UPON SUCH EXAMINATION WITH REFERENCE TO THE CONDITION, CHARACTER, AND SIZE OF LOT. SELLER HAS MADE NO WARRANTIES, EXPRESSED OR IMPLIED ABOUT THE CONDITION OF SUCH LOT.**

E. DISCRIMINATION PROVISIONS

In compliance with fair housing laws, no party shall in any manner discriminate against any purchaser or purchasers because of race, color, religion, sex, handicap, familial status or national origin.

F. WAIVER

Failure by the Seller to enforce any conditions, requirements or provisions of this Agreement or its addendums or any other contract in which Buyer has entered into with the Seller shall not be considered a waiver by Seller of its rights to enforce such provisions.

The undersigned agree to and accept this Agreement and acknowledge the receipt of a copy of this Agreement.

Date: _____ Buyer: _____

Date: _____ Buyer: _____

Date: _____ Seller: **EVERGREEN LAND CO.**

By: _____
Allen S. Shepherd, III
President

This Instrument Prepared by:
Evergreen Land Co.
6295 Cosgray Road
Dublin, Ohio 43016

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Teresa Markham T20150000973
Union County Recorder DOC:AMEND

To Be Used with New California Hills 13

# AMENDMENT TO AMENDED AND RESTATED DECLARATION CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS – ALL SECTIONS BUT WITH SPECIFIC REFERENCES TO SECTIONS XI AND XII

This AMENDMENT TO AMENDED AND RESTATED DECLARATION CREATING AND ESTABLISHING A PLAN FOR OWNERSHIP OF NEW CALIFORNIA HILLS (the "Amendment") is made effective as of the date of recording by Evergreen Land Company ("Declarant").

## RECITALS

WHEREAS, pursuant to a Declaration dated October 6, 1998 and recorded October 14, 1998 in Book 145, Page 417 of the Union County Records and amended and revised on November 12, 1998 and recorded November 19, 1998 in Book 151, Page 423 of the Union County Records (collectively, the "Original Declaration"), Declarant submitted the property described within the Original Declaration to a set of conditions, easements, covenants, and restrictions thereby creating a plan of ownership for New California Hills;

WHEREAS, Declarant has, subsequent to filing of the Original Declaration amended and expanded the plan of ownership of New California Hills to include additional phases of New California Hills (collectively, the "Amended Declarations");

WHEREAS, as of November 10, 2014, the Declarant executed an Amended and Restated Declaration Creating and Establishing a Plan for Ownership of New California Hills, recorded November 21, 2014 as Instrument No. 201411210008327 of the Union County Records (the "Amended and Restated Declaration");

WHEREAS, Article 7, Section 6 of the Amended and Restated Declaration as well as language within all of the other Amended Declarations provides that, for as long as Declarant owns any lot subject to the Amended and Restated Declaration, Declarant has the sole power and authority to amend the Amended and Restated Declaration;

WHEREAS, Declarant currently owns lots within the New California Hills Subdivision which are subject to the Original Declaration and the Amended Declarations; and

WHEREAS, Declarant desires to amend the Amended and Restated Declaration as well as the Amended Declarations as described in this document to address certain issues which have arisen since the recording of the Amended and Restated Declaration;

NOW, THEREFORE, the Declarant does hereby amend and modify the Amended and Restated Declaration and the Amended Declarations as follows:

1. The following shall be added to the Amended and Restated Declaration and the Amended Declarations as Article 2, Section 4, Subsection Q:

   For the purpose of assisting in interpreting the intent of the Declarant with respect to the establishment of the twenty-five foot (25') rear *building* setback line as set forth on the Plat of Subdivision for New California Hills, Sections XI and XII, of record in Plat Boot 5 Page 354A, et seq., Recorder's Office, Union County, Ohio, the word *building* shall be interpreted so as to not apply to any Deck constructed or located on Lots 304-307 and 329-334. In lieu thereof and pursuant to this Amendment there is established a special Deck rear yard setback line such that any Deck constructed or located on Lots 304-307 and 329-334 shall be subject to a ten foot (10') rear setback from the rear property line of such Lots. This interpretation and modification shall not apply to any other Lots within New California Hills.

   In addition, for the purpose of assisting in interpreting the intent of the Declarant with respect to the establishment of, in some instances a twenty-five foot (25') rear *building* setback line, and in some instances a forty foot (40') rear *building* setback line, as set forth within the various Plats of Subdivision for New California Hills (including all Sections thereon) and/or variations of the Amended Declarations, the word *building* shall be interpreted so as to not apply to any Hardscape. In lieu thereof and pursuant to this Amendment there is established a special Hardscape rear yard setback line such that any Hardscape installed or constructed on Lots in New California Hills shall be subject to a ten-foot (10') rear setback from the rear property line of such Lots.

   For the purpose of this section, the following definitions shall apply:

   "Hardscape" shall mean any installed, constructed or improved surface area on the landscape of a Dwelling such as walkways, patios, decorative walls or decorative fences (provided, under no circumstances higher than as otherwise permitted under the existing restrictions in effect pursuant to Amended and Restated Declaration and the Amended Declarations), or similar surface areas."

   "Deck" shall mean an open patio, terrace, platform or similar structure supported by an open system of posts, beams and other structural elements including a walkway and/or steps.

No further changes are intended by this instrument.

IN WITNESS WHEREOF, Evergreen Land Company has set its hand below.

Evergreen Land Company,
an Ohio Corporation

By: _____

Its: President

STATE OF OHIO )
) S.S.
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 26th day of February, 2015 by Allen S. Shepherd III, the President of Evergreen Land Company, an Ohio Corporation, on behalf of said company for the uses and purposes stated herein.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Tammy Penhorwood, Notary Public
State of Ohio
My Commission Expires 12/8/15

This instrument prepared by:

Bruce H. Burkholder
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, OH 43215
(614) 221-2121

**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*

July 2, 2021

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

Re: New California Hills, Section 13 – Preliminary Plat Extension

Brad,

We have completed our review for the above preliminary plat, received by our office on June 22, 2021. We recommend it be approved with the enclosed modifications and recommendations from our letter regarding this project dated September 4, 2019 (enclosed). Items listed should be addressed in the final construction drawings or resolved as indicated.

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

Bill Narducci

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

Enc: UCE Preliminary Plat Comment Letter dated September 4, 2019

Cc: Jeremy Burrey, USWCD (via email)

**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*

September 4, 2019

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

Re: New California Hills Phase 13 – Preliminary Plat

Brad,

We have completed our review for the above preliminary plat, received by our office on August 27, 2019. We recommend it be approved with the below modifications and recommendations. Items listed below should be addressed in the final construction drawings, or resolved as indicated.

1. A traffic impact study (TIS) is not being required as part of the development process for this site. However, we are requiring that the developer contribute to the cost of the intersection improvement at US 42 and Industrial Parkway, based on the amount of traffic generated by this phase that utilizes that intersection in the peak hours.
2. Provide intersection site distance exhibits for Sacramento Court on New California Drive.
3. The sidewalk constructed in front of the retention pond along New California Drive should include a handicap ramp to allow for the crossing to the existing ramp on the west side of New California Drive.
4. Provide information regarding any master trails and HOA maintained fencing or landscaping in the construction drawings.
5. Provide a drainage easement (minimum width 20') for all drainage infrastructure outside of the right of way.
6. Consider placement of additional catch basins in rear yards.
7. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
8. Provide a 15' wide mowable (10% or flatter) berm around the retention basins to be included within the drainage easement.
9. Further discussion will be needed during final design to discuss the protection from encroachment into the retention basin adjacent to the existing playground.
10. Detail all flood routing swales, including 100 year water surface elevations, ensuring at least 1' of freeboard between the 100 year water surface and the finished grade elevations of all building structures.
11. Provide a stormwater management report for review.
12. Provide detailed construction drawings to private utility providers.

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

Bill Narducci

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

Cc: Matt Rotar, Union County Engineer's Office (via email)
Jeremy Burrey, USWCD (via email)

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

# Jerome Township Zoning Department

June, 24, 2021

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

Re.: New California Hills, Section XIII – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the Preliminary Plat known as New California Hills, Section XIII – Preliminary Plat Extension. A Development Plans has been approved for development of single-family dwellings within that section and zoning certificates have been obtained for the various improvements to individual lots. Given that information, there is no zoning regulation on which I could base additional comments about the proposed Preliminary Plat Extension.

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

Sincerely,

Eric Snowden

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

## Brad Bodenmiller

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>
**Sent:** Wednesday, June 30, 2021 10:21 AM
**To:** Brad Bodenmiller
**Cc:** Chad Green
**Subject:** Marysville Comments - July LUC Agenda Items

Brad

Please see the City of Marysville's comments below for the July LUC Agenda Items. Let us know if you have any questions or concerns.

GPN Section 11, Phase 2 - Final Plat

1. Please show the Utility Easement (as shown in the approved engineering plans) along the east side of Red Fir Ct, from Ash Grove Ct. to the start of the Drainage and Utility Easement shown on the Final Plat starting at Sta. 3+75+/-.

VN Section 4, Phase 4 - Final Plat

1. No Comments

Mills of Watkins - Preliminary Plat

1. Please label the thirty (30) wide sanitary and utility easement between Lots 16 and 17.
2. Please confirm the ownership and maintenance responsibility for each of the wastewater components.
3. Page 1 of 6, Standard Deed Restrictions For Union County Note No. 6b under Residential and Commercial references septic systems. It appears that all lots will have gravity sewers and not septic systems. Therefore, all references to septic systems should be removed. If any other sanitary sewer permits are required by Union County, please include this information in this Deed Restriction.

New California 13 - Preliminary Plat Extension

1. No Comments.

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

# Staff Report – Village Neighborhood Section 4 Phase 4

| | |
|---|---|
| **Applicant:** | **Jerome Village Company, LLC**<br>c/o Gary Nuss<br>375 North Front Street, Suite 200<br>Columbus, OH 43215<br>nussg@nationwide.com<br><br>**Terrain Evolution, Inc.**<br>c/o Justin Wollenberg PE<br>720 East Broad Street, Suite 203<br>Columbus, OH 43215<br>jwollenberg@terrainevolution.com |
| **Request:** | Approval of Village Neighborhood, Section 4 (VN-4), Phase 4 – Final Plat. |
| **Location:** | Located between Hill Road and Harriott Road on the west side of Jerome Road in Jerome Township, Union County. |

| | |
|---|---|
| **Staff Analysis:** | This Final Plat involves 14.068 acres of land and proposes 27 single-family residential lots.<br><br>Acreages:<br>○ 1.569 acres in Township right-of-way<br>○ 6.286 acres in single-family residential lots<br>○ 6.213 acres in open space<br><br>Proposed utilities:<br>○ City of Marysville public water service<br>○ Jerome Village Community Authority Collection and City of Marysville public treatment<br><br>Preliminary Plat:<br>○ The Preliminary Plat was approved in December 2015 with subsequent Extensions in December 2017 and 2019.<br>○ The Phase 1 Final Plat was approved in September 2016.<br>○ The Phase 2 Final Plat was approved in October 2019.<br>○ The Phase 3 Final Plat was approved in September 2020. |

- **Union County Engineer's Office**
  - The Engineer's Office submitted comments in a letter dated 07-02-21. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been approved yet. The Engineer's Office recommended denial due to the outstanding bond and technical comments. The Engineer's Office reserved the right to change its recommendation, should these comments be addressed prior to the LUC meetings.
    1. Indicate the adjoining property owners, specifically to the west of the subject property being platted.
    2. The Construction Drawings indicate an additional drainage easement will be necessary west of Lot 907 for pond P-281.
- **Union County Soil & Water Conservation District**
  - No comments received as of 06-30-21.
- **Union County Health Department**
  - No comments received as of 06-30-21. Standard comments from the Health Department are below:
    1. "All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and/or sewage treatment system (SWS)."
    2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
    3. "If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a

| | |
|---|---|
| | private water system (PWS) and sewage treatment system (STS)."<br><br>• **City of Marysville**<br>○ In an email dated 06-30-21, the City advised it had no comments.<br><br>• **Jerome Township**<br>○ The Township submitted comments in a letter dated 06-24-21. The Final Plat complies with the approved Development Plan.<br>1. Sheet 1: "Minimum Lot Size" in the table should be noted as "Minimum Lot Area".<br><br>• **ODOT District 6**<br>○ No comments received as of 06-30-21.<br><br>• **Ohio Edison**<br>○ No comments received as of 06-30-21.<br><br>• **LUC Regional Planning Commission**<br>1. Sheet 1: If desired, please update Surveyor's Certification, 6. with language akin to recently approved Jerome Village pods (§323, 13.).<br>2. Sheet 2 & 3: The legend references URE (§323, 9.).<br>3. Sheet 2 & 3: Please define "DOS" (§323, 10.).<br>4. Sheet 2 & 3: Please review length of west dimensions of Lot 907/DOS-A (§323, 3.).<br>5. Sheet 3: Please review length of west dimensions of Lot 938/east dimensions of DOS-B (§323, 8.).<br>6. Sheet 3: There are 4 locations where easements labeled D & U easements extend to the Utility easements running along the right-of-way, but the bounds of the D & U easement are unclear (§323, 7.).<br>7. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330). |
| | |

# Staff Report – Village Neighborhood Section 4 Phase 4

| | |
|---|---|
| **Staff Recommendations:** | Staff recommends ***DENIAL*** of Village Neighborhood, Section 4 (VN-4), Phase 4 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 07-08-21 LUC meetings, confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise. |

| | |
|---|---|
| **Z&S Committee Recommendations:** | |

Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

# Application for Final Plat Approval

Date: 6/17/2021

**Name of Subdivision:** Village Neighborhood
Section/Phase: Section 4, Phase 4 Block
Location: Union County - North of Ravenhill Parkway, West of Jerome Road
Township: Jerome Military Survey: 3005
Complete Parcel(s) Identification Number (PIN): 1700100150010, 1700100140000

Has a Preliminary Plat been approved for this subdivision?: Yes x No Date: 12/10/2015, 12/14/2017 & 12/12/2019

**Name of Applicant:** Jerome Village Company, LLC - Attn: Gary Nuss
Address: 375 North Front Street, Suite 200
City: Columbus State: Ohio Zip: 43215
Phone: 614.857.2334 Fax: 614.857.2346 Email: nussg@nationwide.com

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

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

Proposed Acreage to be Subdivided: 14.068

Current Zoning Classification: PD

Proposed Zoning Changes: N/A

Proposed Land Use: Single Family Residential

**Development Characteristics**
Acreage w/in Approved Preliminary Plat: 69.571 Acres

Acreage w/in Section and/or Block: 14.068 Acres

Number of **APPROVED** lots from Preliminary Plat 147

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

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regional planning commission

Director: Bradley J. Bodenmiller

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

Number of **APPROVED** units from Preliminary Plat: 147

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

Typical Lot Width: 70, 80 Feet Typical Lot Area: 9306, 10400

Single Family Units: 27 Sq. ft Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 6.213

Recreation facilities to be provided: No

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

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

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

Approved 50' rigth-of-way Widths Resolution #306-09 Date 6-11-09

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.* Yes

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

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

**For Official Use**

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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Logan-Union-Champaign
regional planning commission

Director: Bradley J. Bodenmiller

# Final Plat Review Checklist

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

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| | | | |
|---|---|---|---|
| 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. | n/a | |
| 19 | Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct. | X | |
| 20 | A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements. | X | |
| 21 | Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located. | x | |
| 22 | Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule. | X | |

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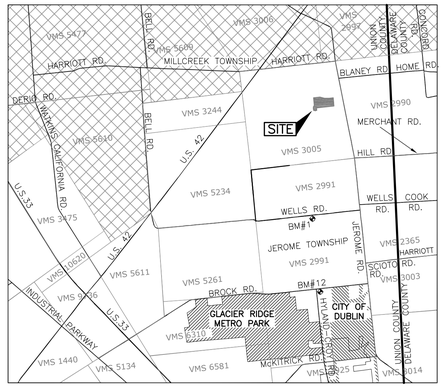
# VILLAGE NEIGHBORHOOD SECTION 4 PHASE 4

## BEING PART OF VMS 3005, JEROME TOWNSHIP
## UNION COUNTY, OHIO

**LUC. R.P.C. FILE # _____**

LOCATION MAP




GRAPHIC SCALE

4000 2000 0 4000

( IN FEET )
1 inch = 4000 ft.

Situated in State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 3005 and being 14.068 acres of land located in the remainder of that 43.026 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Official Record 716, Page 335 and the remainder of that 194.363 acre tract of land also described in a deed to said Jerome Village, LLC, of record in Official Record 672, Page 527, Recorder's Office, Union County, Ohio.

**SHEET INDEX**


Sheet 1 - Title/Signature Sheet
Sheet 2 - VN 4-4 Index/Overview
Sheet 3 - VN 4-4 Detail Sheet


**BASIS OF BEARINGS**

The bearings shown hereon are based on the Ohio State Plane System (North Zone) as established by GPS observations.

| VN 4-4 Area Summary | |
|---|---|
| Right-of-Way (Township) | 1.569 AC |
| Lots | 6.286 AC |
| Open space | 6.213 AC |
| Total | 14.068 AC |

| VN 4-4 Lot Summary | |
|---|---|
| 70 Frontage | 9 |
| 80 Frontage | 18 |

| VN 4-4 Density | | |
|---|---|---|
| Gross | (Lots/Total Area) | 1.919 du/ac |
| Net | (Lots/Lot Area) | 4.295 du/ac |

| Minimum Lot Size | | |
|---|---|---|
| 70' Frontage | 9,306 | SF |
| 80' Frontage | 10,406 | SF |

| Setbacks | 70' Frontage | | 80' Frontage | |
|---|---|---|---|---|
| Front Yard | 25 | FT | 25 | FT |
| Rear Yard | 30 | FT | 30 | FT |
| Side Yard | 5 | FT | 6 | FT |

**PARCEL BREAKDOWN**

| Parcel Number | Map/GIS Number | Acreages of Parcel within VN 4-4 |
|---|---|---|
| 17-0010015.0010 | 116-00-00-059.000 | 0.298 AC. |
| 17-0010014.0000 | 116-00-00-058.000 | 13.770 AC. |

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

**Jerome Village Blanket Notes**

Note A: All of Jerome Village is in the flood hazard zone X (areas outside the 500-year flood plain) on the Federal Emergency Management Agency Flood Insurance Rate Maps 39159C0385D, 39159C0390D and 39159C0395D, effective dates December 16, 2008. 39159C0385D is a non-printed panel with no flood hazard areas.
Note B: Be advised; a subsurface drainage system may exist on this site. The system and/or outlet if located on this property must be maintained at all times.
Note C: All storm water drainage including flood routing, open ditches and basins which accept public storm water, will be a part of the Union County ditch maintenance program. Each subarea will file a separate ditch maintenance petition. Only areas outside of the right-of-way will be a part of the County Ditch Maintenance Program.
Note D: All dead, diseased, noxious or decayed trees or vegetation, log jams, etc. shall be removed from streams that will be a part of the Union County ditch maintenance program.
Note E: All easements and setbacks for stream maintenance shall be reviewed by Union County Soil & Water Conservation District for access to said streams prior to acceptance.
Note F: Removed (not applicable to VN 4-4)
Note G: Existing and proposed trees are allowed within right-of-way if roadway is curbed and posted speed is 35 mph or less. County Engineer to review on case by case basis for all other conditions.
Note H: Vegetated swales, including rain gardens & bio-swales, are to be graded within median of road right-of-way to provide required drainage. Ponding depths within median are not to exceed 8' and are to drain within 36 hours. No permanent pools will be allowed within road right-of-way.
Note I: Removed (not applicable to VN 4-4)
Note J: Mounding, landscaping, or guardrail may be required between stormwater retention/detention facilities and road right-of-way, if the edge of water is within 100' of the edge of pavement.

**Jerome Village Variances**

1. Variance from the Union County Subdivision Regulations, Section 406, minimum right-of-way widths to allow a 50' right-of-way width for all local street classifications within Jerome Village. Resolution #306-09. Dated 6-11-09.

*SURVEYOR CERTIFICATION:*

**American Land Surveyors** do hereby certify the following:

1. The accompanying plat represents a subdivision of land in VMS 3005, Jerome Township, Union County, Ohio.
2. The tract has an area of 1.569 acres in streets, 6.286 acre in lots, and 6.213 acres in Reserves making a total of 14.068 acres.
3. This plat was prepared based on a field survey performed in March, 2016 by American Land Surveyors, LLC.;
4. All dimensions are shown in feet and decimal parts thereof. dimensions shown along curved lines are chord distances;
5. This property is located in Zone X per F.E.M.A. Community Panel No. 39159C0380D, 39159C0385D, 39159C0390D and 39159C0395D, all dated December 16, 2008
6. Monumentation set at the locations shown hereon consist of a 5/8 òinch steel reinforcing rod, 30 inches in length affixed with an orange plastic cap bearing the inscription "Jon Adcock, S-8461.".
7. The accompanying plat is a correct representation of Village Neighborhood Section 4 Phase 4 as surveyed.

Signed and sealed this _____ day of _____, 2021.

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

*DEVELOPER:*
*Jerome Village Company, LLC.*
*375 N. Front Street, Suite 200*
*Columbus, Ohio 43215*
*Attention: Gary Nuss*

*SURVEYOR:*
American Land Surveyors
*1346 Hemlock Court N.E.*
*Landcaster, Ohio 43130*
*Attention: Jon (Brett) Adcock, P.S.*

VILLAGE NEIGHBORHOOD SECTION 4 PHASE 4 IS SUBJECT TO JEROME VILLAGE MASTER DEED DECLARATION AND RESTRICTIONS AS RECORDED IN VOLUME 907 PAGES 572, UNION COUNTY RECORDER'S OFFICE, AS AMENDED, THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS AS RECORDED IN VOLUME 911, PAGE 922, UNION COUNTY RECORDER'S OFFICE AND THE DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JVCA RECORDED IN VOLUME 859 PAGE 275, UNION COUNTY RECORDER'S OFFICE.

**STANDARD DEED RESTRICTIONS FOR UNION COUNTY**

**Residential and Commercial**

1. 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.
2. N/A
3. Grading of the storm water retention areas shall not be changed.
4. N/A
5. The lot owner and his successors and assigns agree to assume any and all maintenance charges which are established by the Union County Commissioners for this subdivision.
6. N/A

6a. No construction may begin or building started without the individual lot owner obtaining zoning, building, water & sewer tap, and driveway permits. Zoning permits are to be obtained from the Township Zoning Inspector. Building permits are obtained from the Union County Building Regulation Department and driveway permits are obtained from the Union County Engineer's Office. Water & sewer tap permits are obtained from the applicable service provider.

7. The lot owner and his successors and assigns agree to assume any and all sanitary sewer and water service charges which are established by the applicable provider.
8. All construction shall meet the requirements of the Township, Union County, and other applicable code authorities.

**Residential Only**

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

**Miscellaneous Restrictions/Notes**

24. This subdivision is located adjacent to lands which may be used for agricultural farming purposes. Lot owners can expect noise from farm machinery, dust from farming operations, the application of chemicals to the soil and crops, odors and noise from livestock, and other typical farming nuisances. Owners can expect farming operations to happen day or night. You can expect hunting on agricultural land. Do not expect to use agricultural lands for your purposes without first getting permission from the land owner. Do not allow your children to play on agricultural lands. Do not discard clippings and trimmings from lawns, tree, bushes, plants, etc. or other wastes that you may generate on agricultural land. Dispose of all wastes appropriately. Additionally, there may be existing ditches, surface swales or underground tiles that drain water from adjacent land on to or through your property. You have a legal responsibility to allow the reasonable flow of water on to or through your property from upground properties. You also have a legal responsibility to maintain and repair any ditches, surface swales or underground tile on your property.
25. Parking: Union County may restrict or eliminate on-street parking along the side of the pavement within Begonia Drive. The owners of the fee simple titles to all of the lots in Village Neighborhood Section 4 Phase 4 Subdivision, their heirs, successors and assigns, hereby waive any and all objections to said parking restriction or elimination.
28. Utility Providers: Buyers of the lots in this subdivision are hereby notified that, at the time of platting, utility service to this subdivision for electric power is provided by Ohio Edison, telephone service is provided by Frontier Communications or Time Warner, and natural gas is provided by Columbia Gas.

**Jerome Village Blanket Restrictions**

1. No individual driveways permitted on: Home Road, Jerome Road, Hyland-Croy Road, Ewing Road, US 42, Seely Road, James Road, Joshua Road, Ravenhill Parkway, Wells Road, Ryan Parkway, Brock Road.
2. Driveways for individual lots, whether commercial, residential, or other, shall not be permitted on major or minor collector roads. All driveways shall connect to local roads within a sub area.
3. All new local road connections are subject to stopping sight distance and intersection sight distance requirements.
4. All restrictions are minimum requirements. If conflict arises between access restrictions and an intersection improvement (i.e., turn lane tapers, roundabout tapers, etc.), the intersection improvement shall govern and access restrictions shall be adjusted accordingly. The County Engineer shall have final say on all relocated access locations.
5. If conflict arises between the access restrictions and Union County access management standards, the County Engineer shall determine which standard is to be applied.
6. No on-street parking permitted on Hyland-Croy, Jerome, Ryan, Seely, Wells, Brock, Ravenhill, Ewing, Joshua, or Home Road.
7. No on-street parking within Village Neighborhood Section 4 Phase 4 .
8. Open spaces, whether existing or created during platting of a pod, or during development of a commercial, residential, or other type of lot, shall be connected as much as possible to the open space dedicated along Ravenhill Parkway. Connections shall be directly adjacent to the open space along Ravenhill Parkway or, if the open spaces do not have adjacent property lines, connection shall be made through contiguous open space, where possible.
9. Future local road locations are subject to approval by the Union County Engineer. Final location and design shall be submitted to and approved by the County Engineer prior to platting of lots, groups of lots, or pods.

**Utility Easements (U)**

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

**Drainage Easements (D)**

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

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

In witness thereof, the following have set their hand this _____ day of _____, 2021.

Jerome Village Company, LLC:
By: Nationwide Realty Investors, Ltd., its manager

By: _____
James Rost, Vice President

Signed and acknowledged in the presence of:

Signature: _____ Witness

Printed Name: _____

Signature: _____ Witness

Printed Name: _____

STATE OF OHIO
COUNTY OF UNION
Before me, a Notary Public in and for said County, personally appeared James Rost, Vice President and Operating Officer of Nationwide Realty Investors, Ltd., as manager of Jerome Village Company, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

In witness thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2021.

Signature: _____. My commission expires: _____.
Notary Public

Reviewed this _____ day of _____, 2021: _____
Chairman, Jerome Township Trustees

Approved this _____ day of _____, 2021: _____
Union County Engineer

Approved this _____ day of _____, 2021: _____
County Health Department

Approved this _____ day of _____, 2021: _____
LUC Regional Planning Commission

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

Approved this _____ day of _____, 2021: _____
Union County Commissioner

_____ _____
Union County Commissioner Union County Commissioner

Transferred this _____ day of _____, 2021: _____
Union County Auditor

Filed for record this _____ day of _____ 2021, at ____ am/pm.

Recorded this _____ day of _____, 2021 at _____ am/pm in

Plat Book _____, Page _____ _____
Union County Recorder

1/3


1346 Hemlock Court N.E.
Lancaster, OH 43130
Contact: Brett Adcock
(740) 654-0600 - Lancaster
(614) 837-0800 - Columbus
www.americanlandsurveyors.com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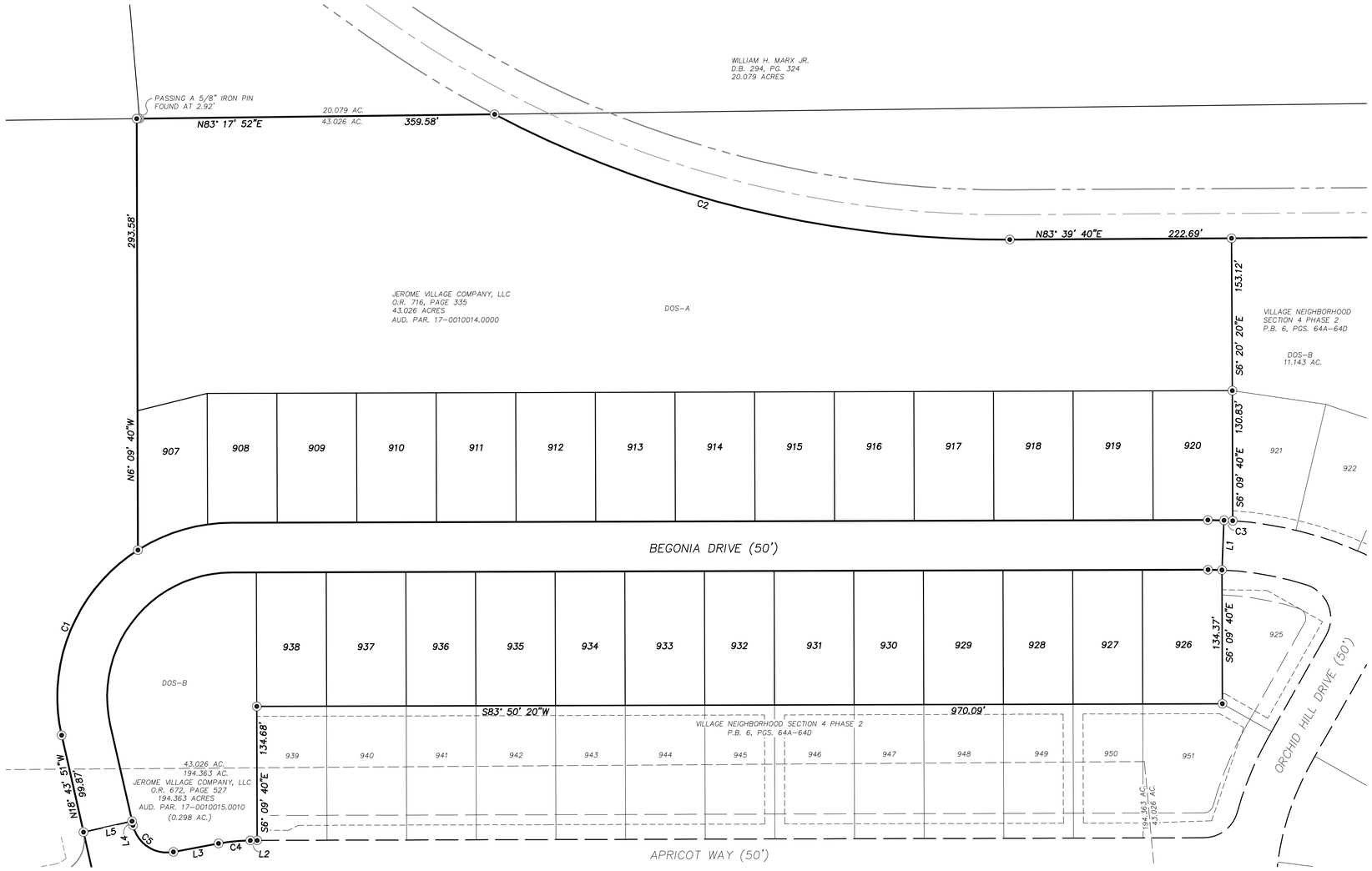
| FIELD | DRAFT | CHECK |
|---|---|---|
| JBA | JBA | JBA |
| JOB NO.: | 21-001 | |
| DATE: | JUNE 17, 2021 | |
| SCALE: | N/A | |

# VILLAGE NEIGHBORHOOD SECTION 4 PHASE 4

## BEING PART OF VMS 3005, JEROME TOWNSHIP
## UNION COUNTY, OHIO

| Boundary Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C1 | 175.00' | 70° 13' 38" | 214.50' | N16° 22' 58"E | 201.32' |
| C2 | 1100.00' | 28° 01' 36" | 538.07' | S82° 19' 32"E | 532.72' |
| C3 | 375.00' | 1° 20' 18" | 8.76' | S86° 59' 32"W | 8.76' |
| C4 | 175.00' | 10° 30' 14" | 32.08' | S78° 35' 13"W | 32.04' |
| C5 | 35.00' | 87° 56' 03" | 53.72' | N62° 41' 53"W | 48.60' |

| Boundary Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S3° 40' 37"E | 50.00' |
| L2 | S83° 50' 20"W | 6.90' |
| L3 | S73° 20' 06"W | 46.13' |
| L4 | N18° 43' 51"W | 4.33' |
| L5 | S71° 16' 09"W | 50.00' |




GRAPHIC SCALE

60 30 0 60

( IN FEET )

1 inch = 60 ft.

**LEGEND:**

- IRON PIN SET – 5/8" X 30" REBAR WITH A PLASTIC CAP INSCRIBED "JON ADCOCK S-8461."
- IRON PIN FOUND (AS NOTED)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| FIELD | DRAFT | CHECK |
|---|---|---|
| JBA | JBA | JBA |
| JOB NO.: | 21-001 | |
| DATE: | JUNE 17, 2021 | |
| SCALE: | 1"=60' | |

# VILLAGE NEIGHBORHOOD SECTION 4 PHASE 4

## BEING PART OF VMS 3005, JEROME TOWNSHIP
## UNION COUNTY, OHIO

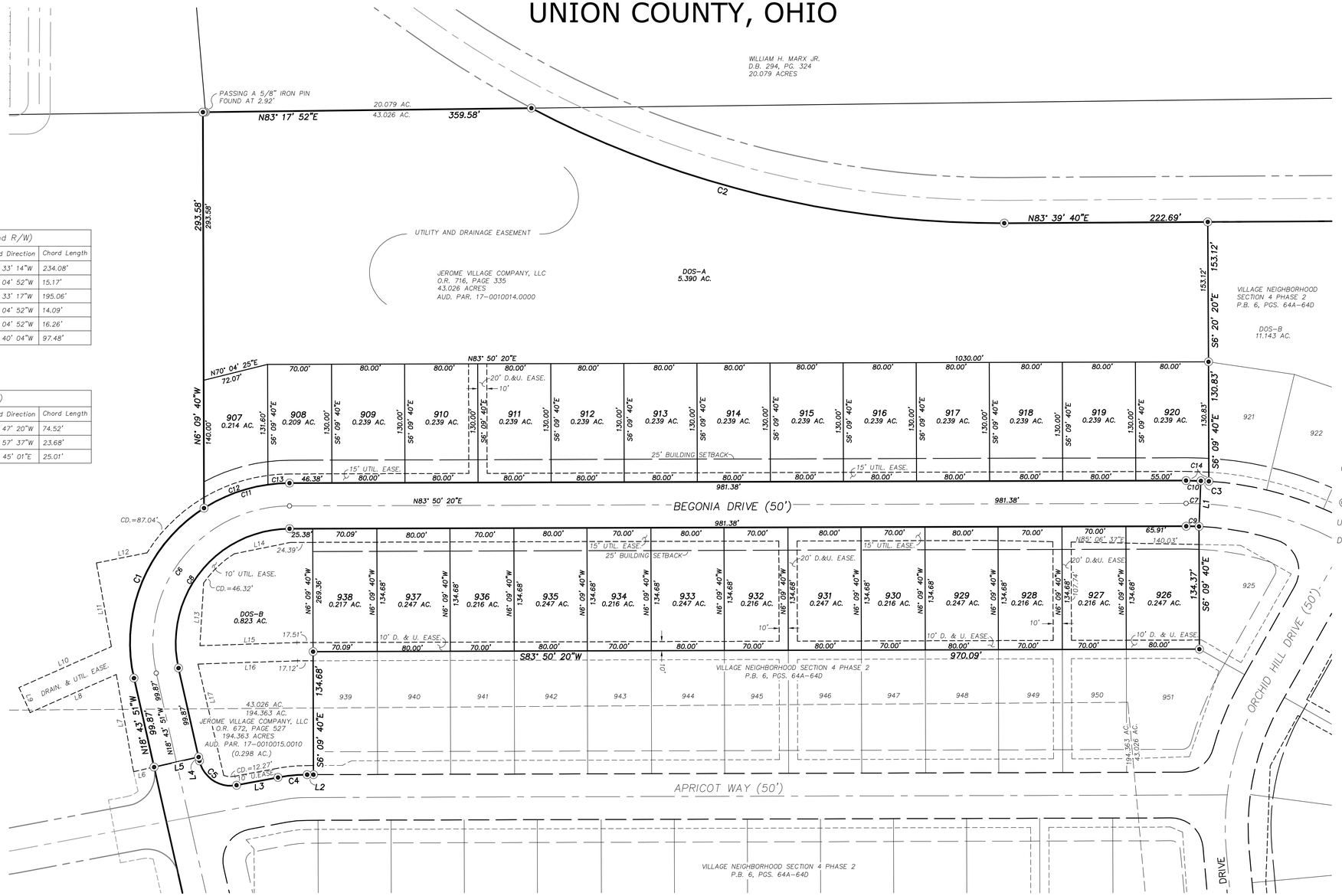
| Curve Table (Overall Boundary) | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C1 | 175.00' | 70° 13' 38" | 214.50' | N16° 22' 58"E | 201.32' |
| C2 | 1100.00' | 28° 01' 36" | 538.07' | S82° 19' 32"E | 532.72' |
| C3 | 375.00' | 1° 20' 18" | 8.76' | S86° 59' 32"W | 8.76' |
| C4 | 175.00' | 10° 30' 14" | 32.08' | S78° 35' 13"W | 32.04' |
| C5 | 35.00' | 87° 56' 03" | 53.72' | N62° 41' 53"W | 48.60' |

| Line Table (Overall) | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S3° 40' 37"E | 50.00' |
| L2 | S83° 50' 20"W | 6.90' |
| L3 | S73° 20' 06"W | 46.13' |
| L4 | N18° 43' 51"W | 4.33' |
| L5 | S71° 16' 09"W | 50.00' |

| Curve Table (Centerline and R/W) | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C6 | 150.00' | 102° 34' 12" | 268.53' | S32° 33' 14"W | 234.08' |
| C7 | 350.00' | 2° 29' 03" | 15.17' | S85° 04' 52"W | 15.17' |
| C8 | 125.00' | 102° 34' 07" | 223.77' | S32° 33' 17"W | 195.06' |
| C9 | 325.00' | 2° 29' 03" | 14.09' | S85° 04' 52"W | 14.09' |
| C10 | 375.00' | 2° 29' 03" | 16.26' | S85° 04' 52"W | 16.26' |
| C11 | 175.00' | 32° 20' 33" | 98.78' | S67° 40' 04"W | 97.48' |

| Curve Table (Lots) | | | | | |
|---|---|---|---|---|---|
| Curve # | Radius | Delta | Length | Chord Direction | Chord Length |
| C12 | 175.00' | 24° 35' 06" | 75.09' | S63° 47' 20"W | 74.52' |
| C13 | 175.00' | 7° 45' 27" | 23.69' | S79° 57' 37"W | 23.68' |
| C14 | 375.00' | 3° 49' 21" | 25.02' | N85° 45' 01"E | 25.01' |

| Line Table (Easements) | | |
|---|---|---|
| Line # | Direction | Length |
| L6 | S71° 16' 09"W | 22.96' |
| L7 | N16° 05' 04"W | 108.20' |
| L8 | S60° 05' 05"W | 103.20' |
| L9 | N29° 54' 55"W | 30.00' |
| L10 | S60° 05' 05"W | 110.58' |
| L11 | N16° 05' 04"W | 93.02' |
| L12 | N72° 34' 45"E | 56.35' |
| L13 | N2° 36' 58"W | 68.80' |
| L14 | N72° 34' 45"E | 62.79' |
| L15 | S82° 10' 26"W | 106.41' |
| L16 | S82° 10' 31"W | 109.00' |
| L17 | S18° 59' 37"E | 125.36' |




GRAPHIC SCALE

60 30 0 60

( IN FEET )
1 inch = 60 ft.

**LEGEND:**

- ⊙ IRON PIN SET – 5/8" X 30" REBAR WITH A PLASTIC CAP INSCRIBED "JON ADCOCK S-8461."
- ◎ IRON PIPE FOUND (AS NOTED)
- U.R.E. = UNION RURAL ELECTRIC
- D & U EASE. = DRAINAGE AND UTILITY EASEMENT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3/3

| FIELD | DRAFT | CHECK |
|---|---|---|
| JBA | JBA | JBA |
| JOB NO.: | 21-001 | |
| DATE: | JUNE 17, 2021 | |
| SCALE: | 1"=60' | |

EXECUTION COPY

TRANSFER NOT NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
By DBruce
2-26-10

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2010 FEB 26 PM 3:30
532.00

366051

DECLARATION

OF

COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR

JEROME VILLAGE COMMUNITY AUTHORITY

IN THE

COUNTY OF UNION, OHIO

OR 859 PG 275

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# DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS

# FOR JEROME VILLAGE COMMUNITY AUTHORITY

# IN THE COUNTY OF UNION, OHIO

This DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY IN THE COUNTY OF UNION, OHIO (this Declaration"), is made on this 17th day of February, 2010, by Jerome Village Company, LLC, an Ohio limited liability company (the "Initial Private Developer"). The following are signing this Declaration not as a Developer but solely as the current Owners of parcels that constitute part of the Initial Property for which the Initial Private Developer holds a right of first refusal or an option or a contract to purchase: Jerome United Methodist Church, Inc.; J.A.S. Limited Partnership; John R. Andrews, Trustee of the John R. Andrews Living Trust; George Edward Andrews and Rebecca J. Andrews; William Henry Andrews; Jon E. Hjelm and Kathy K. Hjelm; William H. Marx, Jr., and Christine S. Marx; Scott E. Sonnenberg and Jennifer L. Sonnenberg; Barbara Wilcox, Trustee of the Charles Wilcox Trust; Patricia E. Williams; and Peggy W. Yerke (collectively, the "Initial Owners").

The Initial Private Developer owns or controls, including by a right of first refusal or an option or a contract to purchase, the Initial Property. From time to time, Additional Property may be subjected to this Declaration as provided herein. The Initial Private Developer and the Initial Owners make this Declaration for the purposes hereinafter set forth.

The Developers and the Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration) hereby declare that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions, which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration therefor, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

## ARTICLE I

## PURPOSE AND INTENT

The Property is a New Community District, formed in accordance with Chapter 349, and in consideration of the mutual covenants and conditions set forth herein and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged. The Developers and the Owners (including, but not limited to, the Initial Owners) shall be bound by

#859 Pg280

the terms of this Declaration. The Initial Private Developer initiated proceedings for the organization of a New Community Authority and the creation of the New Community District in accordance with Chapter 349 for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community through the implementation of a New Community Development Program. The Initial Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349, and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge (including the Income Charge, if any) by each Owner and Resident of a Chargeable Parcel, as well as by receipts from the Community Fee and the Utility Access/Community Fee.

In order to provide for the New Community District, the implementation of the Community Authority's New Community Development Program and the establishment and payment of the Community Development Charge, the Community Fee and the Utility Access/Community Fee, this Declaration is for the purpose of creating covenants running with the land, pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of the Owner of each Chargeable Parcel to pay the Community Development Charge (including the obligation of any Resident to pay the Income Charge, if any) as well as the obligation of the Owner of a Development Parcel within the initial boundaries of the New Community District to pay the Community Fee applicable thereto and the obligation of the Owner of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities to pay the Utility Access/Community Fee applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

## ARTICLE II

## DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean, respectively:

2.01. Additional Private Developers. "Additional Private Developers" means one or more persons or entities (and its or their respective successors in interest), other than the Initial Private Developer, that the Community Authority determines to permit to become a party to this Declaration as an Additional Private Developer (by means of supplemental Declaration); provided that no Additional Private Developer may become a party to this Declaration without the consent of the Initial Private Developer so long as it owns or controls any of the Property. A person or entity shall be deemed a successor in interest of an Additional Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of an Additional Private Developer under this Declaration and/or under a supplemental Declaration

OR 859 PG 281

and shall be deemed a successor in interest of such Additional Private Developer only as to the particular rights or interests of that Additional Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.02. Additional Property. "Additional Property" means such other real estate as may be subjected to this Declaration pursuant to Article III hereof.

2.03. Adjusted Gross Income. "Adjusted Gross Income" means:

(a) the sum of:

(i) adjusted gross income as that term is defined in the Internal Revenue Code of 1986, as amended;

(ii) interest and dividends on obligations or securities of any state or of any political subdivision or authority thereof, other than the State of Ohio and its subdivisions and authorities; and

(iii) interest and dividends on obligations of any authority, commission, instrumentality, territory or possession of the United States as may be exempt from federal income taxes but not from state income taxes;

(b) less the sum of:

(i) interest and dividends on obligations of the United States and its territories and possessions or of any authority, commission or instrumentality of the United States to the extent includable in gross income for federal income tax purposes but exempt from state income taxes under the laws of the United States;

(i) Profits (to the extent of the Resident's share thereof in the case of an S Corporation, as defined in the Internal Revenue Code of 1986, as amended, a partnership or other joint venture) from a Place of Business on the Property;

(iii) disability and survivor's benefits;

(iv) amounts of net income arising from transactions, activities and sources in the regular course of a trade or business, including income from tangible and intangible property if the acquisition, rental, management and disposition of the property constitute integral parts of the regular course of a trade or business operation, upon which amounts an income tax or tax measured by income is imposed by the District of Columbia or by any state except the State of Ohio; and

(v) net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by act of the General Assembly of the State of Ohio.

2.04. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being levied, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate prepared by the Auditor for the most recent tax year for which that information is publicly available and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including, but not limited to, reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05 hereof. If by reason of any change of law, rate or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less or more than thirty-five percent (35%) of the true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall mean the assessed valuation shown on the tax duplicate adjusted to equal thirty-five percent (35%) of the true value. If the assessed valuation listed on the tax duplicate for the most recent tax year for which that information is publicly available does not reflect the completed value of any structure(s) on a Chargeable Parcel, then the "Assessed Valuation" shall be determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under this subsection (a).

(b) If the Auditor and all officials authorized by Ohio law to assess real estate in the County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor for the most recent tax year for which that information is publicly available for a Chargeable Parcel or if there is no longer a tax duplicate, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion using such criteria as the Board may establish from time to time, subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board, equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.05. Assessed Valuation Charge. "Assessed Valuation Charge" means the charge established in Article V hereof, including all penalties and interest pertaining to any unpaid amount.

2.06. Auditor. "Auditor" means the auditor of the County.

2.07. Board. "Board" means the Board of Trustees of the Community Authority.

2.08. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code, as enacted and amended from time to time.

2.09. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.10. Chargeable Property. "Chargeable Property" means all Development Parcels together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements owned by the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio that are exempt from real estate taxation under Ohio law;

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law, provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) any Development Parcels for which (i) no certificate of occupancy has been issued or is eligible to be issued for a new structure on that Parcel; or (ii) any new structure thereon is not substantially completed as determined by the Board.

2.11. Community Authority. "Community Authority" means the Jerome Village Community Authority, a body corporate and politic, established for the New Community District pursuant to Chapter 349.

2.12. Community Development Charge. "Community Development Charge" means, collectively, the charges established in Articles IV, V and VI hereof, including all applicable penalties and interest pertaining to any unpaid amount.

2.13. Community Facilities. "Community Facilities" has the meaning given in Section 349.01 of the Ohio Revised Code; provided, however, that all Community Facilities provided through or under, or the operation and maintenance of which are supported from the Community

Development Charge, shall be consistent with the Petition and any applicable agreements between Union County, Ohio, and the Developer.

2.14. Community Fee. "Community Fee" means the fee established in Article IX hereof.

2.15. County. "County" means the county in which a Parcel is located.

2.16. Declaration. "Declaration" means this Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio, as of the date set forth above, as the same may be amended or supplemented from time to time in the manner prescribed in Articles III or XII hereof.

2.17. Developer. "Developer" means the Initial Private Developer or any Additional Private Developer, and "Developers" means, collectively, the Initial Private Developer and any Additional Private Developers.

2.18. Development Parcel. "Development Parcel" means any Parcel for which a final subdivision plat or lot split creating additional tax parcels has been filed from and after the Effective Date; provided, however, that the Board may determine, in its sole discretion, that the Parcels resulting from the split of any Parcel in existence on the Effective Date into three (3) or fewer Parcels shall not constitute a Development Parcel.

2.19. Development Period. "Development Period" for any portion of the Property means the period commencing on the date on which this Declaration is Recorded and ending on the date the Developer of such Property has transferred such Property to other Owners (other than to another Developer).

2.20. Effective Date. "Effective Date" has the meaning given in Section 11.01 hereof.

2.21. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VII hereof.

2.22. Income. "Income" means, with respect to a Resident who has a Place of Residence on the Property, Adjusted Gross Income, and with respect to a Resident who maintains a Place of Business on the Property, Profits, with the calculation of each subject to adjustment as provided in Section 7.03. A person or entity shall not be deemed to be maintaining a Place of Business on the Property because a partnership in which he is a partner or an S Corporation (as defined by the Internal Revenue Code of 1986, as amended) of which he is a shareholder is maintaining a Place of Business on the Property.

2.23. Income Charge. "Income Charge" means the charge established in Article VI hereof.

2.24. Income Charge Administrator. "Income Charge Administrator" means any person designated by the Community Authority to administer or enforce the provisions of the Income Charge, or its designee.

2.25. Income Charge Year. "Income Charge Year" means, for each Resident, such Resident's taxable year for federal income tax purposes.

2.26. Initial Private Developer. "Initial Private Developer" is defined in the preamble, but the defined term includes the Initial Private Developer's successors in interest. A person or entity shall be deemed a successor in interest of the Initial Private Developer only if specifically so designated in a duly Recorded written instrument as a successor or assign of the Initial Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Initial Private Developer only as to the particular rights or interests of the Initial Private Developer under the Petition, this Declaration or under such supplemental Declaration which are specifically designated in the Recorded written instrument.

2.27. Initial Property. "Initial Property" means the real estate as described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by reference.

2.28. Jerome Township. "Jerome Township" means Jerome Township, Union County, Ohio.

2.29. Jerome Village Fire Safety Contribution. The "Jerome Village Fire Safety Contribution" means the Initial Private Developer (i) donating to Jerome Township a site and constructing thereon for the benefit of Jerome Township a Township Fire Station facility, including space for a police substation and administrative offices as well as related parking and site amenities, and (ii) either equipping or providing funds to Jerome Township to equip the Jerome Village Fire Station to the specifications and requirements of the Jerome Village Fire Department; provided that the maximum amount of the Jerome Village Fire Safety Contribution, excluding the value of the land donated for the site but including all other design, engineering, architectural, development, construction and acquisition costs, is $5,500,000.

2.30. Jerome Village General Township Contribution. The "Jerome Village General Township Contribution" means (i) an initial $250,000 cash contribution to Jerome Township at the time of receipt of all required governmental approvals for the first final plat for the New Community District, and thereafter (ii) on a yearly basis, on each anniversary of the initial contribution, a $100,000 cash contribution to Jerome Township for the next ten (10) years, (iii) a $227.27 cash contribution to Jerome Township at the time of issuance of each residential building permit for the New Community District, up to a maximum amount of $500,000, and (iv) a final $400,000 cash contribution to Jerome Township on the eleventh (11th) anniversary of the initial $250,000 payment, for a total maximum contribution of $2,150,000, all to be made by the Initial Private Developer; provided, however, that in the event the Initial Private Developer, at the request of the Township, provides land, buildings or other facilities to the Township (other than as part of the Jerome Village Fire Safety Contribution), the Initial Private Developer shall receive a dollar-for-dollar offset of the abovementioned cash contributions.

2.31. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Ohio Revised Code, rounded to the nearest whole number percent, plus three percent (3%).

2.32. New Community District. "New Community District" means the New Community District for the Jerome Village Community Authority created pursuant to Chapter 349.

2.33. Ohio Revised Code. Reference to any Section of the Ohio Revised Code means that Section of the Ohio Revised Code as enacted and amended from time to time.

2.34. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, and includes (but is not limited to) the Initial Owners, but shall not include the Community Authority.

2.35. Parcel. "Parcel" means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor or on the records of any other official authorized by Ohio law to assess real estate in the County. Should each unit of a condominium not have a separate listing on the tax duplicate as provided above, then until such time, each condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel."

2.36. Petition. "Petition" means the Petition for Organization of a New Community Authority relating to the New Community District.

2.37. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) conducts a professional, commercial (including retail) or industrial activity or any other activity permitted by law. A contractor who is an Owner or Tenant shall have a Place of Business at each of his or her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.38. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever such person is absent, such person has the intention of returning. A person shall not be considered to have lost such person's Place of Residence by leaving it temporarily with the intention of returning.

2.39. Profits. "Profits" means Profits as defined in Exhibit C attached hereto and incorporated herein by reference.

2.40. Property. "Property" means, collectively, the Initial Property and any Additional Property, the Initial Property being all of the Property unless and until any other real estate is added or removed by supplemental Declaration.

2.41. Recorded. "Recorded" means filed for record in the office of the Recorder of the County or in such other office as may be provided by law for the recordation of instruments conveying lands in the County.

2.42. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.43. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.44. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board to receive service of process.

2.45. Tenant. "Tenant" means any person or entity (i) occupying all or a portion of any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (ii) by permission of the Owner or with any other person or entity claiming under the Owner, or (iii) under a tenancy at will or sufferance.

2.46. Terms Defined in Chapter 349. The terms "Land Acquisition", "Land Development," "New Community," "New Community Authority," "New Community Development Program" and "New Community District" have the meanings given in Section 349.01 of the Ohio Revised Code provided, however, that all Land Acquisition or Land Development provided through or under, or the operation and maintenance of which are supported from the Community Development Charge, shall be consistent with the Petition, this Declaration and any applicable agreements between Union County, Ohio, and the Developer.

2.47. Utility Access/Community Fee. "Utility Access/Community Fee" means the fee established in Article X hereof.

## ARTICLE III

## EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by recording a supplemental Declaration substantially in the form of Exhibit D attached hereto and incorporated herein by reference describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners of the Property or compliance with the provisions of Article XII hereof but shall be made with the consent of the Initial Private Developer (so long as it owns

or controls any of the Property) and the Community Authority. Any such expansion shall be effective upon such supplemental Declaration being Recorded, unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All Owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as this Declaration is in effect.

## ARTICLE IV

## COVENANT FOR COMMUNITY DEVELOPMENT CHARGE; ENFORCEMENT OF CHARGE AND FEES

4.01. Community Development Charge Covenant. The Developers and the other Owners (including the Initial Owners, their heirs, successors and assigns, and any Owner of any Additional Property subsequently subjected to this Declaration), as the original Owners of their respective Parcels, hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in this Article IV and in Articles V and VI hereof. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Ohio Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of Land Acquisition, the development, construction, operation and maintenance of land, Land Development and Community Facilities, the debt service therefor and any other cost incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including, without limitation, the reimbursement of loans, advances or expenditures made to or by the Developer for such purposes) and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge, Community Fee and Utility Access/Community Fee. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, all to the extent and for the period provided in Articles V and VI hereof. The Community Fee and Utility Access/Community Fee shall be a charge and lien on each Development Parcel, and each shall also be the personal obligation of the Owner of each Development Parcel, all to the extent and for the period provided in Articles IX and X hereof.

4.04. Enforcement of Lien and Collection of Community Development Charge, Community Fee and Utility Access/Community Fee. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property

mortgage under the laws of the State of Ohio and personally against each Owner to the extent authorized under Sections 5.06, 6.17, 9.01 and 10.01. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorneys' fees. In any foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

## ARTICLE V

## ASSESSED VALUATION CHARGE

5.01. Establishment of Assessed Valuation Charge. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed Valuation of such Chargeable Parcel (the "Assessed Valuation Charge"), which may be expressed as a number of mills (one mill equals 1/10 of 1%), as determined in accordance with Section 5.02 hereof, multiplied by each dollar of the Assessed Valuation thereof. Such Assessed Valuation Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article V.

5.02. Amount of Assessed Valuation Charge. Subject to waiver, reduction, increase or termination of the Assessed Valuation Charge as provided in Sections 7.03 and 7.04 hereof, the amount of the annual Assessed Valuation Charge for each Chargeable Parcel shall be the product of (i) the Assessed Valuation for such Chargeable Parcel, multiplied by (ii) .0095 (i.e., 9.5 mills).

5.03. Payment. The annual Assessed Valuation Charge for each Chargeable Parcel shall be due and payable on the date or dates determined by the Board, provided that the Assessed Valuation Charge may not be collected more than semiannually. However, if Chapter 349 shall hereafter be amended to allow the payment of the Assessed Valuation Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly. If the Board determines to certify the annual Assessed Valuation Charge for a Chargeable Parcel to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof for any year, the entire Assessed Valuation Charge for that Chargeable Parcel will be deemed due for purposes of Section 349.07 of the Ohio Revised Code on August 1 of the preceding year; provided that, if permitted by law, the Board may provide for or require such payment to be due on other dates so as to permit the certification of the Assessed Valuation Charge not paid when due to the Auditor and provided, further, that the Community Authority

shall not be entitled to pursue the enforcement of payment of a Assessed Valuation Charge certified to the Auditor unless that Assessed Valuation Charge has not been paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Assessed Valuation Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Assessed Valuation Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Assessed Valuation Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Assessed Valuation Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Assessed Valuation Charge: (i) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03 hereof, or (ii) if such Assessed Valuation Charge was certified to the Auditor for collection on the tax duplicate pursuant to Section 4.04 hereof and is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Ohio Revised Code, there shall be added to the installment (a) a penalty of ten percent (10%) thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Ohio Revised Code), provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Ohio Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months, and (C) the penalty until paid at the greater of (1) the Late Payment Rate or (2) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (c) any costs of the Community Authority incurred in connection with the enforcement of the Assessed Valuation Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Assessed Valuation Charge. To the extent any of such penalties, interest and costs owing with respect to a Assessed Valuation Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Assessed Valuation Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Ohio Revised Code with respect to a

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delinquent Assessed Valuation Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.03 hereof) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Ohio Revised Code, upon application of the Owner to the Board the Assessed Valuation shall be reduced in the same amount, and the Assessed Valuation Charge for such year shall be proportionately reduced. If any installment of such Assessed Valuation Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall only be and remain personally obligated for the payment of the Assessed Valuation Charge with respect to that Owner's Chargeable Parcel, including any penalties and interest thereon and costs of collection as provided herein, which is attributable to that Owner's period of ownership.

5.07. Assessed Valuation Charge Lien. The Assessed Valuation Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Assessed Valuation Charge on any Chargeable Parcel is not paid within the period provided in Section 5.03 hereof, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Assessed Valuation Charge with respect thereto for the current year and the amount of any unpaid Assessed Valuation Charge, including any penalty and interest for the current or any previous year. Absent the existence of any Recorded evidence of unpaid Assessed Valuation Charges, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

## ARTICLE VI
## INCOME CHARGE

6.01. Establishment of Income Charge. There may be established, for the benefit of the Community Authority as a charge on each Chargeable Parcel, an annual Income Charge upon the Income of all Residents of such Chargeable Parcel in the maximum amount of two percent (2%) of that annual Income of those Residents. On and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may implement up to one percent (1%) of the Income Charge by the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting; any Income Charge in excess of one percent (1%) may only be implemented by (a) the affirmative vote of at least four (4) of the seven (7) Board members at any Fiscal Meeting and (b) as specified in the Board resolution approving the Income Charge in excess of one percent (1%), either (i) the written consent of not less than a majority of the number of Owners of all Parcels replying to the Authority's solicitation for consent to the increased Income Charge, or (ii) the approval of a majority of electors with a Place of Residence in the New Community District and voting on the question at an election. The Board may, by resolution, approve credits against or exemptions from the Income Charge to the same extent an Ohio municipality may provide credits against or exemptions from an income tax it levies.

6.02. Income Charge with Respect to Fiscal Year Taxpayers. If, pursuant to Article VII hereof, the percentage stated in Section 6.01 hereof is reduced with respect to any calendar year, the percentage to be used in determining an Income Charge or any portion thereof attributable to the Income of a Resident who is on a fiscal year basis for federal income tax purposes shall be the sum of (i) the percentage applicable to such calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of the applicable Income Charge Year through December of such calendar year, and (ii) the percentage applicable to the following calendar year multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months from the beginning of such following calendar year to the end of the applicable Income Charge Year.

6.03. Proration of Income Charge. If, in any Income Charge Year, a Resident is a Resident for less than the full year, the Income Charge, or any portion thereof attributable to the Income of such Resident for such year, shall be determined by multiplying the Income Charge or respective portion thereof, which would have been payable if the Resident had been a Resident for the full year, by a fraction the denominator of which shall be the number of days in such year during which the Resident was alive, with respect to any Resident who is a natural person, or was in existence, with respect to any other Resident, and the numerator of which shall be the number of days in such year that the Resident was a Resident. If such proration does not reasonably reflect that portion of the Resident's income which was received while the Resident was a Resident, the Board may, upon the written request of the Resident or the Owner of the Chargeable Parcel to which the Income Charge relates and the presentation of supporting proof satisfactory to it, prorate the Income Charge or respective portion thereof attributable to the Income of such Resident in such other manner as may be equitable.

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6.04. Income Charge Estimate. Annually, each Resident who has received or expects to receive Income in his current Income Charge Year shall file with the Community Authority an Income Charge estimate, on a form provided by it, estimating the amount of Income Charge payable by such Resident in such year. If married Residents file a joint return for federal income tax purposes, they may file a joint Income Charge estimate. Except as otherwise provided in Section 6.05 hereof, the Income Charge estimate shall be filed on or before July 15 of each year, or in the case of a Resident whose Income Charge Year is a fiscal year, the estimate shall be filed on or before the fifteenth day of the seventh month of his Income Charge Year.

6.05. Partial Year Estimate. Each Resident who becomes a Resident within the first six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before July 15 thereof. Each Resident who becomes a Resident within the last six months of any Income Charge Year shall file with the Community Authority his Income Charge estimate for such year on or before January 15 of the following Income Charge Year. In the case of a Resident whose Income Charge Year is a fiscal year, the dates July 15 and January 15 in the two preceding sentences shall be the fifteenth day of, respectively, the seventh month of his Income Charge Year and the first month after the end of such Income Charge Year.

6.06. Income Charge Return. Annually, commencing in the year following the year in which he becomes a Resident, each Resident shall file with the Community Authority an Income Charge return, on a form provided by it, stating the amount of the Resident's Income for the preceding year and the amount of Income Charge payable with respect thereto. Spouses who file a joint return for federal income tax purposes may file a joint Income Charge return.

Each Resident who is an Owner or Tenant shall, to the best of his knowledge, list on his return the name of each Tenant of such Resident during such year and the address or other identification of the Place of Residence or Place of Business leased by each such named Tenant.

Each Income Charge return shall be signed by the Resident or Residents filing the same. The Income Charge return with respect to any Income Charge Year shall be filed on or before April 15 of the following year, or in the case of a Resident whose Income Charge Year is a fiscal year, the Income Charge return or the information return with respect to any Income Charge Year shall be filed on or before the fifteenth day of the fourth month after the end of such Income Charge Year. The Board shall have the power to change the date of filing of such Income Charge returns and information returns.

6.07. Payment. One-half of the estimated Income Charge for each Income Charge Year shall be paid when the estimate for such year is filed, but in no event later than the date by which such estimate is required to be filed, and the balance of the estimated Income Charge shall be paid on or before six months after the date by which the estimate is required to be filed, except that in the case of a Resident who becomes a Resident in the last six months of any Income Charge Year, all of the estimated Income Charge shall be paid when the estimate for such year is

filed, but in no event later than the date by which such estimate is required to be filed. If the total payments made pursuant to the Income Charge estimate for any Income Charge Year are less than the Income Charge due for such year, as shown by the Income Charge return therefor, the difference shall be paid on or before the date by which the return is required to be filed. If such total payments exceed the Income Charge due, as shown by the return, the difference shall be applied as a credit against the Income Charge for the following Income Charge Year or, if a Resident certifies that his Income Charge for the following year will be less than the amount of the difference, the difference less the amount of his expected Income Charge for the following year shall be refunded to him promptly by the Community Authority. No Resident shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude any Resident from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (i) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Income Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (ii) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Income Charge installments with respect thereto directly to the lender.

6.08. Penalty and Interest. If any installment of an Income Charge is not paid by the date provided in Section 6.07 hereof for the payment thereof, there shall be added to the installment as of the due date of such installment (i) a penalty of ten percent (10%) thereof, provided that if the penalty under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser penalty, plus (ii) interest on the sum of (1) the amount of such installment, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), provided that if the rate of interest imposed under Ohio law for late payment or non-payment of real property taxes is increased or decreased, the Board may instead impose that greater or lesser rate, and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Income Charge or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Income Charge. To the extent any of such penalties, interest and costs owing with respect to an Income Charge certified to the Auditor are not collected by the Auditor or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Income Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant

to Section 323.31 of the Ohio Revised Code with respect to a delinquent Income Charge without the prior written consent of the Community Authority.

If the amount of Income Charge owed by a Resident in any Income Charge Year exceeds by more than twenty percent (20%) the figure listed on such Resident's Income Charge estimate for such year, there shall be added to the Income Charge a penalty of ten percent (10%) per annum on the difference between the Income Charge owed and one hundred and twenty percent (120%) of the figure listed on the estimate, plus interest at the greater of (A) the Late Payment Rate or (B) ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower) on the sum of such difference and penalty. The interest shall be measured as to each installment of such Income Charge from the date on which such installment became due to the date of payment of such difference, penalty and interest. Notwithstanding the foregoing, such penalty and interest shall not be added if, in good faith, a Resident bases his Income Charge estimate upon his Income for the preceding Income Charge Year.

6.09. Income Charge Lien. The Income Charge established by Section 6.01 hereof, with respect to each Chargeable Parcel, together with any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment of the Income Charge on any Chargeable Parcel is not paid within the period provided in Section 6.07 hereof, the lien with respect to such delinquent installment shall be enforceable in the manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances, whenever perfected, on such Chargeable Parcel except real estate taxes and assessments and liens of the United States of America, the State of Ohio and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law. Such lien shall continue until paid or released as provided in this Article VI.

If a Resident who is required to file an estimate or a return hereunder fails to do so, or if the Community Authority has reason to believe that the amount of Income Charge is understated in any estimate or return, the Community Authority shall, for the purpose of bringing action to collect the Income Charge owed or for the purpose of releasing the lien, have the right to estimate the amount of Income Charge owed or, for the purpose of releasing the lien, have the right to estimate by any reasonable means the amount of Income Charge payable by any Resident.

6.10. Release of Lien in Event of Sale or Mortgage. In the event of sale or mortgaging of any Chargeable Parcel by the Owner, the Board shall have the authority to release the lien thereon attributable to the Income Charge for the current Income Charge Year. Such release shall be given only if such Owner (i) signs, causes his spouse (if any) to sign, and delivers to the Community Authority a written commitment form similar in form to the Income Charge commitment form provided in Section 6.11 hereof, (ii) causes each Resident of his Chargeable Parcel to sign and deliver to the Community Authority an Income Charge commitment form pursuant to Section 6.11 hereof, (iii) causes each Tenant of his Chargeable Parcel to sign and deliver to the Community Authority a Tenant's Income Charge commitment form as described in

Section 6.14 hereof, and (iv) as to that portion of the Income Charge for which he and his spouse are personally obligated, makes such payments into an escrow account as the Board may reasonably require. Such release of lien shall not impair the personal obligation of such Owner to the Community Authority as provided in Section 6.17 hereof.

6.11. Release of Lien for Owners Without Tenants. To the extent that any portion of any Income Charge lien on a Chargeable Parcel is attributable to the Income of a Resident thereof (other than the Owner) who is not a Tenant, the Owner may obtain a release of such portion of the lien, by delivering to the Community Authority an Income Charge commitment form signed by such Resident. By such form, such Resident shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to file all Income Charge estimates and returns required to be filed by a Resident, and (c) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (ii) appoint and designate the secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Resident; provided, however, that such appointment and designation shall become effective only if such Resident has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Resident on the Property. The Board shall prescribe the Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.12. Release of Lien for Owners with Tenants. To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant thereof under a written lease or a tenancy at will or sufferance subsequent to the term of such written lease, the Owner may obtain a release of such portion of the lien by:

(a) including in the lease those lease provisions required by Section 6.13 hereof; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by such Tenant.

Upon written request of the Community Authority, an Owner shall deliver an executed or certified copy of any lease for any portion of a Chargeable Parcel to the Community Authority.

To the extent that any portion of an Income Charge lien on a Chargeable Parcel is attributable to the Income of a Tenant under an oral lease or a tenancy at will or sufferance subsequent to the term of such oral lease, the Owner thereof may obtain a release of such portion of the lien by:

(a) certifying to the Community Authority the name of each Tenant on the Chargeable Parcel, the rent payable by each such Tenant, the date on which each such Tenant became a Tenant, and each such Tenant's place of employment; and

(b) delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof, signed by the Tenant with respect to whose Income the release is to be obtained.

6.13. Required Lease Provisions. Each Owner shall include in every lease of his Chargeable Parcel or any part thereof for the benefit of the Community Authority as a third-party beneficiary the following covenants and provisions:

(a) The Tenant hereby personally obligates himself to the Community Authority (i) to pay to the Community Authority that portion of all Income Charges attributable to his Income, together with any penalty or interest thereon, (ii) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (iii) to file all Income Charge estimates and returns required to be filed by a Resident under this Declaration, and (iv) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return.

(b) The Tenant shall, concurrently herewith, execute and deliver to the Community Authority the Tenant's Income Charge commitment form described in Section 6.14.

(c) The Tenant hereby appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any portion of an Income Charge payable by the Tenant pursuant to paragraph (a) above, together with any penalty and interest thereon; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property.

(d) The Tenant shall impose the same covenants and provisions contained in paragraphs (a), (b) and (c) above in every sublease and assignment of his leasehold interest and shall require that the same be imposed in every further sublease and assignment.

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(e) The words Community Authority, Declaration, Income Charge, Residents, Secretary of the Board and Tenant shall have the same meaning as defined in Article II of the Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio.

6.14. Tenant's Income Charge Commitment Form. By executing the Tenant's Income Charge commitment form, the Tenant shall (i) personally obligate himself to the Community Authority (a) to pay to the Community Authority that portion of Income Charges attributable to his Income, together with any penalty and interest thereon, (b) to guarantee the payment to the Community Authority of that portion of all Income Charges attributable to the Income of all other Residents of the property leased by such Tenant, together with any penalty and interest thereon, (c) to file all Income Charge estimates and returns required to be filed by a Resident, (d) to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any such Income Charge return, and (e) to impose the same covenants and provisions as contained in this Section in every sublease and assignment of his leasehold interest and to require that the same be imposed in every further sublease and Assignment, and (ii) appoint and designate the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of that portion of any Income Charge, together with any penalty and interest thereon, for which the Tenant is liable; provided, however, that such appointment and designation shall become effective only if the Tenant has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Tenant on the Property. The Board shall prescribe the Tenant's Income Charge commitment form and may revise that form from time to time in accordance with the requirements of this Section.

6.15. Release of Tenant from Guarantee. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of any other Resident of the property leased by such Tenant, except a subtenant of the Tenant or an assignee of the Tenant's leasehold interest, by delivering to the Community Authority an Income Charge commitment form as described in Section 6.11 hereof signed by such other Resident. Any Tenant shall be released from his guarantee under Sections 6.13 and 6.14 hereof with respect to that portion of all Income Charges attributable to the Income of a subtenant or an assignee of the Tenant's interest and all persons and entities claiming under either of them by delivering to the Community Authority a Tenant's Income Charge commitment form as described in Section 6.14 hereof signed by such subtenant or assignee.

6.16. Records and Other Evidence; Service of Process. Each Owner of any Chargeable Parcel, by the acceptance of a deed therefor, (i) personally obligates himself to exhibit to the Community Authority such records and other evidence including in particular cases pertinent portions of applicable federal or state income tax returns as it may reasonably request solely to verify the information contained in any Income Charge return required to be filed by the Owner

hereunder, and (ii) appoints and designates the Secretary of the Board as his agent for the service of process in any action brought by the Community Authority to enforce or collect the payment of any Income Charge payable by such Owner; provided, however, that such appointment and designation shall become effective only if the Owner is not a Resident or, having become a Resident, has ceased to be a Resident, conceals his whereabouts, or otherwise makes it impossible for the Community Authority to personally serve process upon such Owner on the Property.

6.17. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon and costs of collection as provided herein, which is attributable to his Income. Each Owner shall be and remain obligated for the payment of that portion of all Income Charges with respect to his Chargeable Parcel, together with penalty and interest thereon, which is attributable to the Income of all other Residents thereof, but the Community Authority shall enforce collection of such portion only in accordance with Section 4.04 hereof, and an Owner shall be relieved of his obligation with respect to such portion attributable to the Income of such other Residents who have executed a commitment form pursuant to this Article VI.

6.18. Estimates and Returns. All estimates, returns and other documents described in or required by this Article VI shall be in such form as may be prescribed by the Board. The failure of any Resident to receive or procure an estimate, return, declaration or other required form shall not excuse him from filing such form or from paying his Income Charge.

All information contained in any estimate, return or other document or otherwise obtained by the Board pursuant to this Article VI shall be treated in a confidential manner and, except pursuant to subpoena or as may be necessary in connection with any action for the collection of any Income Charge or the enforcement of any lien relating thereto, no such information with respect to any Income Charge shall be disclosed. Nothing contained in this Section shall be deemed to preclude disclosure on a statistical or other basis not permitting identification of such information with particular persons or entities.

6.19. Evidence Regarding Liens. The Community Authority shall promptly furnish each Owner written acknowledgment of receipt of any commitment form relating to his parcel furnished to it pursuant to Section 6.11 and 6.12 hereof. The Community Authority shall also promptly furnish each Tenant written acknowledgement of receipt of any commitment form relating to his guarantee furnished to it pursuant to Section 6.15 hereof. Such acknowledgments shall constitute conclusive evidence of the release of the portion of the lien or guarantee attributable to the Resident or Tenant signing such commitment form.

Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the existence or absence of Income Charge liens and, to the extent known on the basis of available data, the amount thereof. Absent the existence of any Recorded evidence of unpaid

Income Charge liens, such statement by the Board may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

6.20. Income Tax Administrator. The Community Authority may appoint an Income Charge Administrator and designate others as agents to carry out its duties pursuant to this Article VI.

## ARTICLE VII

## PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

7.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

7.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Ohio Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VII.

7.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting, the Board may waive, reduce, increase or terminate all or a portion of the Community Development Charge for one or more years or to a stated date or adjust the method by which the Income Charge is calculated in a manner that reduces the Income Charge for all Residents. The reduction or waiver of a portion of the Community Development Charge authorized by this Section may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority agreement, bonds, notes or loans authorized by the Community Authority under Chapter 349.

At any Fiscal Meeting held on and after the date that the Initial Private Developer is no longer entitled under Chapter 349 of the Ohio Revised Code and the Petition to appoint any members of the Board, the Board may increase the Community Development Charge or adjust the method by which the Income Charge is calculated in a manner that increases the Income Charge for any Resident by the affirmative vote of at least six (6) of the seven (7) Board members.

Except as otherwise provided in this Declaration: (i) every action taken by the Board pursuant to this Article VII shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (ii) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02 hereof. Notwithstanding any other provision of this Declaration, if a Chargeable Parcel is removed from the New Community District pursuant to a supplemental Declaration, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the New Community District; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

7.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce, increase or terminate the Community Development Charge as provided herein shall otherwise be solely within the discretion of the Board.

## ARTICLE VIII

## COMMUNITY FACILITIES

8.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Land Development within the New Community District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title of, the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Ohio Revised Code, to take out loans under Section 349.06(J) of the Ohio Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time to amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Land Development, including, but not limited to, regulations requiring use

and regarding the mode of use and limiting the number of guests of Owners and Residents who may use the Community Facilities and Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (i) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Land Development for any infraction of the rules and regulations relating to the Community Facilities or Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Land Development for any period during which the Assessed Valuation Charge or Income Charge or any other Community Fee, Utility Access/Community Fee, user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

(e) Such rights as the Board may have to grant easements in or rights of way over Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (g) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

8.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article VIII shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Land Development.

ARTICLE IX

## COMMUNITY FEE

9.01. Community Fee Covenant. The Initial Private Developer and the Initial Owners hereby covenant, and each Owner (except as exempt in Section 9.04 hereof) of any Parcel within the initial boundaries of the New Community District, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Community Fee which is applicable to the Owner's Parcel as provided in this Article IX. Each Owner shall be and remain personally obligated for the payment of the Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

9.02. Purpose of Community Fee. The Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Community Fee shall initially be allocated and paid to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution, in recognition of the increased costs incurred by Jerome Township and the increased need for fire and safety services to be provided by Jerome Township as a consequence of the development of the New Community District and as a condition of zoning, until the overall cap of $7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution is reached. Thereafter, all additional receipts from the Community Fee shall be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

9.03. Amount and Collection of Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Development Parcel within the initial boundaries of the New Community District shall pay to the Community Authority a one-time Community Fee as follows:

(a) $200 per single-family unit;

(b) $100 per multi-family unit;

(c) $0.25 per sq. ft. of commercial, industrial, warehouse, office or institutional space;

provided, that if a Development Parcel is further subdivided after payment of the Community Fee for that Development Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Community Fee was paid shall not be further subject to the Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Community Fee requirement. If any Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount

of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Community Fee.

9.04. Exemption from Payment of Community Fee. The Community Fee will not be charged to governmental facilities (e.g., the Township, Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

9.05. Adjustment to Community Fee. The Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

## ARTICLE X

## UTILITY ACCESS/COMMUNITY FEE

10.01. Utility Access/Community Fee Covenant. Each Owner (except as exempt in Section 10.04 hereof) of a Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall covenant and be deemed to covenant to pay or secure the payment to the Community Authority of the Utility Access/Community Fee which is applicable to the Owner's Parcel as provided in this Article X. Any such Owner joining the Community Authority to access utilities must do so in accordance with the requirements of Article III hereof, and that Owner and Parcel will thereafter be subject to all Restrictions provided for in this Declaration, including, but not limited to, the obligation to pay the Community Development Charge. Each Owner shall be and remain personally obligated for the payment of the Utility Access/Community Fee with respect to that Owner's Parcel, including any penalties and interest thereon and costs of collection as provided herein.

10.02. Purpose of Utility Access/Community Fee. The Utility Access/Community Fee is established and will be collected as a charge under Section 349.06(E) to cover costs in carrying out the New Community Development Program.

The Utility Access/Community Fee shall initially be allocated and paid as follows:

(a) 80% for the Community Authority to offset upfront infrastructure costs;

(b) 20% to Jerome Township as a credit toward the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution.

There is an overall cap of $7,650,000 on payments from all sources to the Jerome Village General Township Contribution and the Jerome Village Fire Safety Contribution. Once this cap is reached, all additional receipts constituting that portion of the Utility Access/Community Fee that would have been allocated and paid to the Jerome Village General Township Contribution or the Jerome Village Fire Safety Contribution shall thereafter be allocated and paid to the Community Authority to assist in the financing of Community Facilities and other services provided by the Community Authority.

10.03. Amount and Collection of Utility Access/Community Fee. At the time a building permit is issued or eligible to be issued for any dwelling or commercial structure, the Owner of each Parcel outside the initial boundaries of the New Community District that joins the Community Authority to access utilities shall pay to the Community Authority a one-time Utility Access/Community Fee as follows:

(a) $1,000 per single-family unit;

(b) $500 per multi-family unit;

(c) $0.50 per sq. ft. of commercial, industrial, warehouse, office or institutional space.

provided, that if a Parcel is further subdivided after payment of the Utility Access/Community Fee for that Parcel, the resulting Parcel on which the dwelling or commercial structure for which the Utility Access/Community Fee was paid shall not be further subject to the Utility Access/Community Fee requirement, but each other resulting Parcel shall be subject to the payment of the Utility Access/Community Fee requirement. If any Utility Access/Community Fee is not paid by the date provided in this Section for the payment thereof, there shall be added to the Utility Access/Community Fee as of the due date of such fee (i) a penalty of ten percent (10%) thereof, plus (ii) interest on the sum of (1) the amount of such fee, (2) the interest that has accrued thereon for more than six months, and (3) the penalty until paid at ten percent (10%) per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (iii) any costs of the Community Authority incurred in connection with the enforcement of the Utility Access/Community Fee or any penalties, interests or costs thereon, including reasonable attorneys' fees. Any payments of less than the full amount shall be credited first against the penalty, second against the interest accrued to the date of payment and third to the balance due. The applicable penalties, interest and costs are part of the Utility Access/Community Fee.

10.04. Exemption from Payment of Utility Access/Community Fee. The Utility Access/Community Fee will not be charged to governmental facilities (e.g., Jerome Township, Jerome Township Fire Department, schools, library) or for public facilities such as the proposed Community Center and Recreation Center and Jerome Township Fire Station.

10.05. Adjustment to Utility Access/Community Fee. The Utility Access/Community Fee shall be subject to adjustment from time to time by the Initial Private Developer, so long as it owns or controls any of the Property, and thereafter by the Board, to account for inflation and increased costs. The determination of the amount of inflation and increased costs and the way in which such amount has been calculated, and any adjustment to the Utility Access/Community Fee by the Initial Private Developer or the Board, as applicable, shall be conclusive (absent manifest error) as to the amounts thereof.

## ARTICLE XI

## DURATION, AMENDMENT AND TERMINATION

11.01. Effective Date. The Restrictions shall be effective and shall be, and be deemed, covenants running with the land when this Declaration is Recorded (the "Effective Date"). Subsequent to the Effective Date, no Community Development Charge, Community Fee or Utility Access/Community Fee shall be collected, and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is Recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

11.02. Duration and Effect. The Restrictions (i) shall be, and be construed as, covenants running with the land; (ii) shall be binding upon the Developers, the Community Authority and each Owner and Resident; and (iii) shall inure to the benefit of and be enforceable by (a) the Developers or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (b) each Owner, and (c) any Resident. The Restrictions shall continue in full force and effect unless amended, stayed or terminated pursuant to Section 11.03 hereof.

11.03. Stay or Termination of Restrictions. The Restrictions shall terminate, if and effective as of the date when, there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by each Developer owning any of the Parcels or, if no Developer owns any Parcels, by a majority vote of Owners of all Parcels, with each Parcel receiving one vote, at the time of execution of such termination document. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the New Community District pursuant to an amendment to this Declaration; provided, however, that no Chargeable Parcel may be removed from the New Community District without the consent of the Initial Private Developer so long as it owns or controls any of the Property. No amendments to this Section shall be permitted without the written consent of 66% of the Owners at the time such amendment is proposed.

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If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio, which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and each Developer owning any of the Parcels shall, within thirty (30) days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon), attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action. If within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and each Developer owning any of the Parcels, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by (i) each Developer for the portion of the Property being developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by (i) each Developer for the portion of the Property being Developed by such Developer if within the Development Period for such Property, or (ii) the Community Authority with respect to any portion of the Property as to which the Development Period has concluded.

All rights and obligations which had accrued under the Restrictions prior to the date of termination or stay shall survive such termination or stay, including, without limitation, all personal obligations and liens under this Declaration.

## ARTICLE XII

## AMENDMENTS AND SUPPLEMENTS

12.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Initial Private Developer (so long as it owns or controls any of the Property) or the Community Authority may amend or supplement this Declaration (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans; (ii) to bring this Declaration into compliance with the requirements of Chapter 349, as amended from time to time; (iii) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (iv) to grant to or confer upon the Community Authority, for the benefit of the Owners, the Developers or the Community Authority, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, the Developers or the Community Authority; (v) to

make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge, the Community Fee or the Utility Access/Community Fee, or to reduce or eliminate the Community Development Charge, the Community Fee or the Utility Access/Community Fee; (vi) as provided in Article III hereof; (vii) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the Petition filed pursuant to that Section to organize the Community Authority; (viii) to permit the Developers or the Community Authority to comply with any obligations imposed upon it by law; (ix) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and the Community Authority; (x) to admit Additional Private Developers to this Declaration by supplemental Declaration under Article III hereof or otherwise; (xi) to remove one or more Parcels from the New Community District; or (x) to make any other amendment which, in the judgment of the Community Authority, is not to the material prejudice of the Owners; provided, however, that there shall be no amendment or supplement to this Declaration by the Community Authority without the consent of the Initial Private Developer so long as it owns or controls any of the Property.

12.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 7.03, 11.03 or 12.01 hereof, no provision of this Declaration may be amended or supplemented, in whole or in part, or terminated without the written consent of (i) each Developer then owning any Parcels to be affected by the proposed amendment or supplement, (ii) not less than 66% of the number of Owners of all Parcels to be affected by the proposed amendment or supplement and as to which the Development Period has ended, and (iii) the Community Authority.

For the purposes of this Section only, all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code.

The Secretary shall determine (i) whether the Owners have consented to any amendment or supplement of this Declaration and (ii) whether, if their consent is necessary, the Developers or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

12.03. Recording of Amendments and Supplements. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

## ARTICLE XIII

## MISCELLANEOUS

13.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

13.02. Reservation. Subject to this Declaration being recorded but prior to the New Community District being created pursuant to Chapter 349, the Developers may sell to purchasers (each, a "Purchaser" and collectively, the "Purchasers") lots or condominium interests which may comprise a part of the Property and be included as part of the New Community District (individually, a "Lot" or collectively, the "Lots"). Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to a Lot subject to this Declaration. In order to more fully provide for the inclusion of the Lots as part of the New Community District, the Developers hereby reserve to themselves and their successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the New Community District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation. In recognition of such reservation, and in order to more fully evidence such Developer's reservation, such Purchaser irrevocably constitutes and appoints such Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to such Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include such Purchaser's Lot within the New Community District. Acceptance by a Purchaser of a deed or other instrument of conveyance from a Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the New Community District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

13.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating, a possibility of reverter or, except as provided in Sections 5.01, 6.01 and 11.01 hereof, a condition subsequent.

13.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and

operable section, provision, restriction, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

13.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

13.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of the State of Ohio shall, unless otherwise provided herein, include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner and at the times provided in this Declaration or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

[signature pages follow]

This document prepared by:

Squire, Sanders & Dempsey L.L.P.
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

OR 859 PG 311

IN WITNESS WHEREOF, Jerome Village Company, LLC, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 17 day of February, 2010, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd, a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

IN WITNESS WHEREOF, Jerome United Methodist Church, Inc., has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME UNITED METHODIST
CHURCH, INC., ~~as an~~ Initial Owner

By: _____

Print Name: Judson W. Smith

Title: Chair: Administrative Council

STATE OF OHIO )
COUNTY OF UNION ) SS:

The foregoing instrument was acknowledged before me this 1 day of December, 2009, by Judson Smith, the Chair Admin Council of JEROME UNITED METHODIST CHURCH, INC., on behalf of Jerome United Methodist Church, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL · STATE OF OHIO ·

CHRISTINE M. MILLS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Union County
My Comm. Exp. 9/27/20 12

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Initial Owner

By: _____

Print Name: Dan Slone

Title: Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February, 2010, by Daniel M. Slane, the Owner of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Marcia A. McCoy

Notary MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

OR 859 PG 314

IN WITNESS WHEREOF, John R. Andrews, Trustee of the John R. Andrews Living Trust, has caused this Declaration to be executed as of the day and year first above written.

JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as an Initial Owner

John R Andrews Trustee

STATE OF OHIO )
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 5th day of November 2009, by JOHN R. ANDREWS, Trustee of the John R. Andrews Living Trust, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARY PUBLIC STATE OF OHIO

R. LAMONT KAISER, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

R L Kaiser

Notary Public

OR 859 PG 315

IN WITNESS WHEREOF, George Edward Andrews and Rebecca J. Andrews have caused this Declaration to be executed as of the day and year first above written.

GEORGE EDWARD ANDREWS,
as an Initial Owner

REBECCA J. ANDREWS,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by GEORGE EDWARD ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013

Notary Public

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 10th day of November 2009, by REBECCA J. ANDREWS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

STEPHANIE SCHNARR
Notary Public, State of Ohio
My Commission Expires May 11, 2013

Notary Public

OR 859 PG 316

IN WITNESS WHEREOF, William Henry Andrews has caused this Declaration to be executed as of the day and year first above written.

WILLIAM HENRY ANDREWS,
as an Initial Owner

William H. Andrews

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by WILLIAM HENRY ANDREWS, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

NOTARIAL SEAL STATE OF OHIO

JENNIFER L. MCGRADY
Notary Public, State of Ohio
My Commission Expires 04-24-2010

IN WITNESS WHEREOF, Jon E. Hjelm and Kathy K. Hjelm have caused this Declaration to be executed as of the day and year first above written.

JON E. HJELM,
as ~~an~~ Initial Owner

KATHY K. HJELM,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9TH day of December, 2009, by JON E. HJELM, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO
DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010

Deborah C. Molinaro
Notary Public

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 9TH day of December, 2009, by KATHY K. HJELM, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO
DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2010

Deborah C. Molinaro
Notary Public

OR 859 PG 318

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx have caused this Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Initial Owner

CHRISTINE S. MARX,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November 2009, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 3 day of November 2009, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg have caused this Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Initial Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Initial Owner

Jennifer L. Sonnenberg

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Debra R. McNamara
Notary Public My Commission Expires 5-20-2014

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 18th day of November, 2009, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Debra R. McNamara
Notary Public My Commission Expires 5-20-2014

IN WITNESS WHEREOF, Patricia E. Williams has caused this Declaration to be executed as of the day and year first above written.

PATRICIA E. WILLIAMS,
as an Initial Owner

Patricia E Williams

STATE OF OHIO )
COUNTY OF DELAWARE ) SS:

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER 2009, by PATRICIA E. WILLIAMS, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

David H Starkey
Notary Public

NOTARIAL SEAL
STATE OF OHIO

DAVID H. STARKEY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Initial Owner

Barbara J Wilcox

STATE OF OHIO )
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 29 day of January 2010 ~~2009~~, by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Charles G Kaps
Notary Public

NOTARIAL SEAL STATE OF OHIO

CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

IN WITNESS WHEREOF, Peggy W. Yerke has caused this Declaration to be executed as of the day and year first above written.

PEGGY W. YERKE,
as an Initial Owner

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by PEGGY W. YERKE, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Deborah Maxwell Deborah Maxwell
Notary Public

NOTARIAL SEAL STATE OF OHIO

Deborah Maxwell
Notary Public, State of Ohio
My Commission Expires 01-28-2013

EXECUTION COPY

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL PROPERTY

[see attached]

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-889-1201 Fax 614-889-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## *JEROME TWP.,UNION COUNTY / CONCORD TWP,.DELAWARE COUNTY*

Situated in the Virginia Military Lands, Jerome Township, Union County & Concord Township, Delaware County, State of Ohio, and being more particularly described as follows;

**Beginning** at the intersection of the centerline of U.S. 42 with the centerline of Harriott Road (County Road 18);

Thence N 83°43'42" E a distance of 1427.25 feet to a point;

Thence S 10°57'19" E a distance of 699.30 feet to a point;

Thence N 83°43'42" E a distance of 1250.00 feet to a point;

Thence S 10°57'19" E a distance of 532.06 feet to a point;

Thence N 78°45'30" E a distance of 926.58 feet to a point;

Thence S 11°14'30" E a distance of 267.46 feet to a point;

Thence N 78°45'30" E a distance of 158.11 feet to a point;

Thence S 11°14'30" E a distance of 234.04 feet to a point;

Thence N 83°06'00" E a distance of 516.88 feet to a point;

Thence S 11°13'56" E a distance of 263.08 feet to a point;

Thence S 11°15'03" E a distance of 683.11 feet to a point;

Thence N 84°38'48" E a distance of 1096.49 feet to a point;

Thence N 10°32'14" W a distance of 279.77 feet to a point;

Thence N 84°38'59" E a distance of 1213.36 feet to a point;

Thence N 06°18'42" W a distance of 472.92 feet to a point;

Thence N 84°44'47" E a distance of 385.99 feet (passing the Union/Delaware County Line at 362.29 feet) to a point;

Thence S 00°26'33" E a distance of 1910.41 feet to a point;

Thence S 84°11'51" W a distance of 2378.20 feet (passing the Union/Delaware County Line at 17.64 feet) to a point;

Thence S 11°15'03" E a distance of 630.20 feet to a point;

Thence S 83°56'03" W a distance of 1996.68 feet to a point;

Thence S 11°10'46" E a distance of 266.61 feet to a point;

Thence S 11°10'46" E a distance of 830.41 feet to a point;

Thence N 83°40'24" E a distance of 169.18 feet to a point;

Thence N 83°40'24" E a distance of 1828.08 feet to a point;

Thence S 11°14'35" E a distance of 60.22 feet to a point;

Thence S 83°40'24" W a distance of 1743.24 feet to a point;

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## DESCRIPTION (CONT.)

Thence S 05°50'53" E a distance of 1520.98 feet to a point;

Thence S 06°03'50" E a distance of 1394.36 feet to a point;

Thence N 83°48'29" E a distance of 1144.08 feet to a point;

Thence S 06°08'38" E a distance of 210.55 feet to a point;

Thence N 83°49'22" E a distance of 174.83 feet to a point;

Thence S 06°19'30" E a distance of 510.71 feet to a point;

Thence N 83°40'38" E a distance of 427.22 feet to a point;

Thence N 06°10'48" W a distance of 720.33 feet to a point;

Thence N 06°05'54" W a distance of 300.09 feet to a point;

Thence N 86°53'56" E a distance of 1778.21 feet to a point in the Union/Delaware County Line;

Thence N 87°09'18" E a distance of 173.19 feet to a point;

Thence S 06°00'53" E a distance of 1557.43 feet to a point;

Thence S 87°07'20" W a distance of 724.19 feet (passing the Union/Delaware County Line at 321.01 feet) to a point;

Thence N 05°43'35" W a distance of 192.18 feet to a point;

Thence S 86°58'46" W a distance of 1224.88 feet to a point;

Thence S 06°10'48" E a distance of 318.54 feet to a point;

Thence S 06°10'48" E a distance of 293.67 feet to a point;

Thence S 85°15'33" W a distance of 210.44 feet to a point;

Thence S 06°18'26" E a distance of 403.25 feet to a point;

Thence N 83°49'28" E a distance of 209.48 feet to a point;

Thence S 06°10'48" E a distance of 210.95 feet to a point;

Thence S 83°00'43" W a distance of 627.96 feet to a point;

Thence S 06°10'48" E a distance of 313.50 feet to a point;

Thence N 83°00'43" E a distance of 305.04 feet to a point;

Thence S 06°50'14" E a distance of 161.46 feet to a point;

Thence S 83°49'46" W a distance of 12.37 feet to a point;

Thence S 06°11'08" E a distance of 120.11 feet to a point;

Thence S 83°54'05" W a distance of 246.93 feet to a point;

Thence S 06°07'16" E a distance of 105.86 feet to a point;

BENCHMARK
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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

*DESCRIPTION (CONT.)*

Thence S 06°19'44" E a distance of 653.98 feet to a point;

Thence S 83°44'47" W a distance of 693.00 feet to a point;

Thence S 06°06'29" E a distance of 492.71 feet to a point;

Thence S 84°01'23" W a distance of 225.26 feet to a point;

Thence N 09°19'47" W a distance of 498.74 feet to a point;

Thence S 84°05'13" W a distance of 231.00 feet to a point;

Thence S 85°40'52" W a distance of 171.80 feet to a point;

Thence N 05°54'30" W a distance of 648.58 feet to a point;

Thence S 84°11'46" W a distance of 330.30 feet to a point;

Thence S 06°30'15" E a distance of 566.47 feet to a point;

Thence S 83°33'34" W a distance of 200.36 feet to a point;

Thence S 06°35'13" E a distance of 62.58 feet to a point;

Thence S 06°35'13" E a distance of 522.08 feet to a point;

Thence S 84°01'23" W a distance of 463.50 feet to a point;

Thence S 83°50'14" W a distance of 839.16 feet to a point;

Thence N 06°19'26" W a distance of 223.86 feet to a point;

Thence S 83°46'49" W a distance of 255.97 feet to a point;

Thence S 06°08'43" E a distance of 223.60 feet to a point;

Thence S 82°26'49" W a distance of 60.02 feet to a point;

Thence N 06°08'43" W a distance of 225.00 feet to a point;

Thence S 83°46'49" W a distance of 277.90 feet to a point;

Thence S 06°05'16" E a distance of 223.27 feet to a point;

Thence S 83°50'14" W a distance of 1046.26 feet to a point;

Thence N 06°04'55" W a distance of 1073.28 feet to a point;

Thence N 06°10'56" W a distance of 315.01 feet to a point;

Thence N 05°55'44" W a distance of 137.67 feet to a point;

Thence N 84°10'31" E a distance of 400.37' to a point;

Thence with a curve to the right having an arc length of 227.43 feet, with a radius of 595.00 feet, with a chord bearing of S 84°52'29" E, with a chord length of 226.04 feet to a point;

Thence S 73°55'29" E a distance of 200.00 feet to a point;

BENCHMARK
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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## DESCRIPTION (CONT.)

Thence with a curve to the left having an arc length of 403.47 feet, with a radius of 505.00', with a chord bearing of N 83°11'14" E, with a chord length of 392.82 feet to a point;

Thence N 05°54'00" W a distance of 1052.93 feet to a point;

Thence N 83°54'29" E a distance of 1920.32 feet to a point;
Thence N 06°33'12" W a distance of 287.31 feet to a point;

Thence S 83°43'33" W a distance of 642.27 feet to a point;

Thence N 06°11'57" W a distance of 1384.24 feet to a point;

Thence S 83°48'29" W a distance of 2957.97 feet to a point;

Thence N 05°17'33" W a distance of 2893.87 feet to a point;

Thence N 06°25'30" W a distance of 1182.13 feet to a point;

Thence S 81°32'25" W a distance of 904.20 feet to a point;

Thence N 56°09'17" W a distance of 1555.11 feet to a point;

Thence N 36°50'53" E a distance of 1177.50 feet to a point;

Thence S 57°09'10" E a distance of 479.52 feet to a point;

Thence N 36°50'53" E a distance of 488.67 feet to a point;

Thence N 64°58'27" W a distance of 488.72 feet to a point;

Thence N 36°50'53" E a distance of 2667.74 feet to a point;

Thence N 36°51'36" E a distance of 367.26 feet to the **Point of Beginning** and containing 1399.993 acres, more or less

Daniel L. Quick, PS
Benchmark Surveying & Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

2/26/07
Date

LESS AND EXCEPT THE FOLLOWING PARCELS LEAVING A TOTAL OF 1395.388 ACRES, MORE OR LESS:

Legal Description
1.000 acre

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in official record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R.#11) with the centerline of Wells Road (C.R. #17)(60 feet wide);

thence South 80°56'00" West 1959.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning;

thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Gulder dated 6/18/97.

Timothy L. Gulder R.S. #7752
240 West Third Street
Marysville, Ohio 43040
(937) 644-2656

STATE OF OHIO
TIMOTHY L. GULDER S-7752 REGISTERED PROFESSIONAL SURVEYOR

Date:
Job #97138

DESCRIPTION ACCEPTABLE
1.00 ACRE TRACT(S)
PLANNING COMMISSION APPROVAL
IS REQUIRED
DATE 11/20/97
STEVE A. STOCKE
UNION COUNTY ENGINEER

THE SALE OR EXCHANGE OF PARCELS BETWEEN ADJOINING LOT OWNERS, WHERE SUCH SALE OR EXCHANGE DOES NOT CREATE ADDITIONAL BUILDING SITES.

AND

the following REAL PROPERTY:
SITUATED IN THE TOWNSHIP OF JEROME, COUNTY OF UNION AND STATE OF OHIO;

BEING A PART OF SURVEY NO. 2991 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND IN THE INTERSECTION OF COUNTY ROAD 11-C (JEROME ROAD) AND COUNTY ROAD 17 (WELLS ROAD), ALSO BEING IN THE EAST LINE OF SURVEY NO. 2991 (WEST LINE OF SURVEY NO. 2365);

THENCE ALONG THE CENTERLINE OF WELLS ROAD, SOUTH 80° 56' 00" WEST (PASSING OVER A RAILROAD SPIKE FOUND AT 603.33 FEET) A TOTAL DISTANCE OF 1772.38 FEET TO A RAILROAD SPIKE SET AT THE TRUE PLACE OF DEGINNING OF THE HEREIN DESCRIBED 2.00 ACRES TRACT OF LAND;

THENCE SOUTH 09° 04' 00" EAST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 30.00 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE SOUTH 80° 56' 00" WEST A DISTANCE OF 187.00 FEET TO A 5/8" SOLID IRON PIN SET;

THENCE NORTH 09° 04' 00" WEST (PASSING OVER A 5/8" SOLID IRON PIN SET AT 435.89 FEET) A TOTAL DISTANCE OF 465.89 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF WELLS ROAD;

THENCE ALONG THE CENTERLINE OF WELLS ROAD, NORTH 80° 56' 00" EAST A DISTANCE OF 187.00 FEET TO THE TRUE PLACE OF BEGINNING;

CONTAINING 2.00 ACRES MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

ALL IRON PINS SET ARE 5/8" SOLID RION PINS WITH YELLOW PLASTIC CAPS STAMPED STULTS & ASSOCIATES.

BEARING SYSTEM BASED ON THE CENTERLINE BEARING OF CO. RD. 17 (WELLS ROAD) SOUTH 80° 56' 00" WEST, TAKEN FROM E.L. KAUFMAN'S 1.0 ACRE TRACT OF LAND AS DESCRIBED IN DEED BOOK 241, PAGE 256.

AND

**SURVEY FOR JOHN ANDREWS**
**1.604 Acres**
**December 21, 1999**

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, V.M.S. 2990, being part of 1) William Henry Andrews and George Edward Andrews' 80.448 acre tract described in Deed Volume 336, page 623(each, undivided ¼ interest), 2) John R. Andrews' Living Trust's 80.448 acre tract described in Official Record 37, page 209(undivided ¼ interest), 3) William Henry Andrews' 80.448 acre tract described in Official Record 116, page 27(undivided 1/12 interest), and 4) John Robert Andrews and George Edward Andrews' 80.448 acre tract described in Official Record 114, page 234(undivided 2/12 interest), being more particularly described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Jerome Road (CR. #11)(60 feet wide) with the centerline of Hill Road (T.R. #14);

Thence North 09°10'54" West (assumed bearing) 1927.95 feet, following the centerline of Jerome Road and passing at 1777.95 feet a magnetic nail set at the southwest corner of said 80.448 acre tract, thereafter following the west line of said 80.448 acre tract, to a magnetic nail set and marking the **place of beginning;**

Thence North 09°10'54" West 150.00 feet, continuing with the centerline of said Road and west line of said 80.448 acre tract, to a magnetic nail set;

Thence North 86°15'41" East 468.00 feet, departing from the centerline of said Road and entering said 80.448 acre tract, passing at 30.14 feet an iron pin set, to an iron pin set;

Thence South 09°10'54" East 150.00 feet to an iron pin set;

Thence South 86°15'41" West 468.00 feet, passing at 437.86 feet an iron pin set, to the **place of beginning, containing 1.604 acres,** more or less, and subject to all valid easements and restrictions of record.

The above description was prepared from an actual field survey made under the supervision of Paul R. Clapsaddle, Registered Surveyor #6140 during the month of December 1999. Iron pins set are 5/8" by 30" reinforcing rods with caps marked "Clapsaddle, R.S. #6140." Bearings indicated herein are based on an assumed meridian and are to denote angles only.

ATTEST: Paul R. Clapsaddle

Paul R. Clapsaddle, R.S. #6140
19019 West Darby Road
Marysville, Ohio 43040
(937) 747-2599

STATE OF OHIO
PAUL
R.
CLAPSADDLE
6140
REGISTERED
SURVEYOR

EXISTING DESCRIPTION
ACCEPTABLE FOR TRANSFER
DATE 12/29/99
STEVE STOLTE UNION CO. ENG

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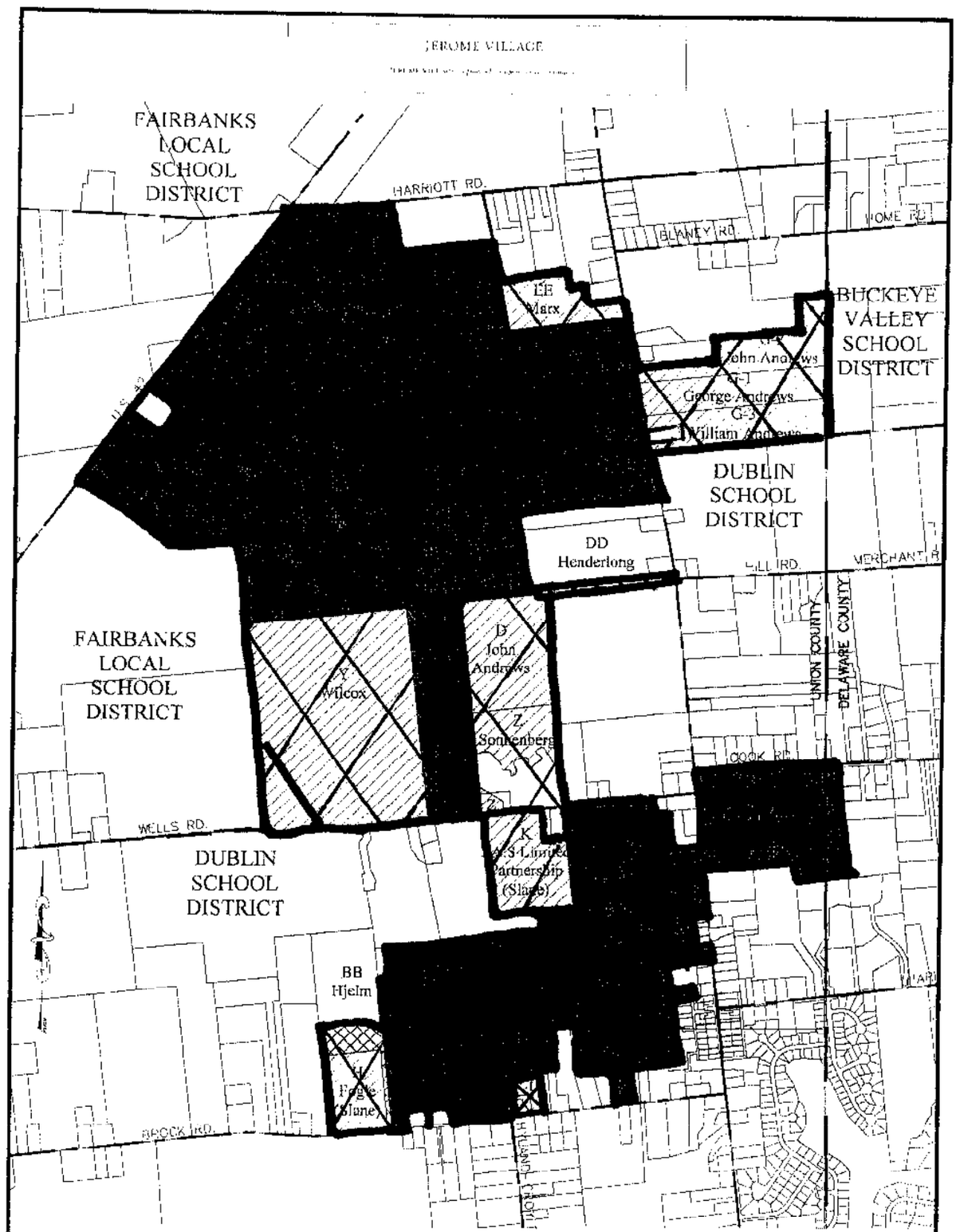
EXECUTION COPY

EXHIBIT B

MAP OF INITIAL PROPERTY

[see attached]




UNION COUNTY, OHIO
JEROME VILLAGE
SEPTEMBER 28, 2007

EVOLUTION

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EXHIBIT C

PROFITS

"Profits" of a corporation means (i) net income as defined in Chapter 5733 of the Revised Code as it may from time to time be amended (or in the corresponding statute of any future Ohio corporation tax law imposed on or measured by net income), (ii) including (notwithstanding anything to the contrary in Chapter 5733 of the Revised Code) net income derived from intangible property, (iii) excluding net income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iv) allocated or apportioned to the Property in the manner described below.

"Profits" of a sole proprietorship means (i) net profit as reported to the Internal Revenue Service, (ii) excluding net profit with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, (iii) less the net losses as reported to the Internal Revenue Service for the five immediately preceding Income Charge Years to the extent that such losses have not previously been subtracted from net profit in calculating Profits, as (iv) allocated or apportioned to the Property in the manner described below.

"Profits" of a person or entity other than a corporation or sole proprietorship means (i) taxable income as defined in the Internal Revenue Code (or in the corresponding statute of any future United States Internal Revenue law), (ii) excluding taxable income with respect to which the imposition of an Income Charge is prohibited by the Constitution of the United States, by Act of Congress, by the Constitution of the State of Ohio, or by Act of the General Assembly of the State of Ohio, as (iii) allocated or apportioned to the Property in the manner described below.

For the purpose of paragraphs (a) and (b) below, "net income" shall mean (i) "net profit" in the case of a sole proprietorship and (ii) "taxable income" in the case of an entity other than a corporation or a sole proprietorship.

(a) Allocation of net income:

(1) Net rents and royalties from any Parcel are allocable to the Property.

(2) Net rents and royalties from tangible personal property, to the extent such tangible personal property is utilized on the Property, are allocable to the Property.

(3) Capital gains and losses from the sale or other disposition of any Parcel or interest therein are allocable to the Property.

(4) Capital gains and losses from the sale or other disposition of tangible personal property are allocable to the Property if such tangible personal property had a situs on the Property at the time of sale.



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(5) Capital gains and losses from the sale or other disposition of intangible personal property which may produce income enumerated in subparagraph (6) of this paragraph shall be allocated as set forth in such subparagraph. Capital gains and losses from the sale or other disposition of all other intangible personal property shall be allocated on the basis of commercial situs.

(6) Dividends, which are not otherwise deducted or excluded from net income, shall be apportioned to the Property in accordance with the ratio which the book value of the physical assets of the payor located on the Property bears to the book value of the total physical assets of the payor thereof located everywhere. Dividends received from payors, the location of whose physical assets is not available to the Resident, shall be apportioned as provided in subparagraph (8) of this paragraph.

(7) Patent and copyright royalties and technical assistance fees, not representing the principal source of gross receipts of the Resident are allocable to the Property to the extent that the activity of the payor thereof, giving rise to the payment, takes place on the Property.

(8) Any other net income, other than that enumerated in subparagraphs (1) to (7), inclusive, of this paragraph, shall be allocated to the Property on the basis of the apportionment mechanism provided in paragraph B below.

(b) Apportionment of net income: The amount of net income, excluding the net income which is allocable under subparagraphs A(1) through A(7), apportioned to the Property shall be determined by multiplying such net income by a fraction, the numerator of which is the sum of the property factor plus the payroll factor plus the sales factor, and the denominator of which is three, provided that the denominator of three shall be reduced by the number of factors which have a denominator of zero. The property, payroll and sales factors shall be determined as follows:

(1) The property factor is a fraction, the numerator of which is the average value of the Resident's real and tangible personal property owned or rented and used in the trade or business on the Property during the Income Charge Year and the denominator of which is the average value of all of the Resident's real and tangible personal property owned or rented and used in the trade or business everywhere during such year. There shall be excluded from the numerator and the denominator of the property factor the original cost of property within Ohio with respect to which a "pollution control facility" certificate has been issued pursuant to Section 5709.21 of the Revised Code or an "industrial water pollution control certificate" has been issued pursuant to Section 5709.21 or former Section 6111.31 of the Revised Code.

(A) Real and personal tangible property owned by a Resident is valued at its original cost. Real and personal tangible property rented by a Resident is valued at eight times the net annual rental rate. Net annual rental rate means the



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annual rental rate paid by the Resident less any annual rental rate received by the Resident from subrentals.

(B) The average value of real and personal tangible property shall be determined by averaging the values at the beginning and the end of the Income Charge Year, but the Community Authority may require the averaging of monthly values during the Income Charge Year, if reasonably required to reflect properly the average value of the property.

(2) The payroll factor is a fraction the numerator of which is the total amount paid within the Property during the Income Charge Year by the Resident for compensation, and the denominator of which is the total compensation paid everywhere by the Resident during such year:

(A) Compensation means any form of remuneration paid to an employee for personal services.

(B) Compensation is paid within the Property if:

(i) The recipient's service is performed entirely on the Property;

(ii) The recipient's service is performed both on and off the Property, but the service performed off the Property is incidental to the recipient's service performed on the Property; or

(iii) Some of the service is performed on the Property and either the base of operations, or if there is no base of operations, the place from which the service is directed or controlled is on the Property.

(C) Compensation is paid on the Property to any employee of a common or contract motor carrier corporation, who performs his regularly assigned duties on a motor vehicle both on and off the Property, in the same ratio by which the mileage traveled by such employee on the Property bears to the total mileage traveled by such employee everywhere during the Income Charge Year.

(3) The sales factor is a fraction the numerator of which is the value of business done, measured by the sum of all sales on the Property by the Resident during the Income Charge Year, and the denominator of which is the total value of its business done, measured by the sum of all sales by the Resident everywhere during such year.

(A) Sales of tangible personal property on the Property shall include all sales originating at a Place of Business on the Property where the tangible personal property is received on the Property by the purchaser. In the case of delivery of tangible personal property by common carrier or by other means of

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transportation, the place at which such tangible personal property is ultimately received after all transportation has been completed shall be considered as the place at which such tangible personal property is received by the purchaser. Direct delivery on the Property, other than for purposes of transportation, to a person or firm designated by a purchaser constitutes delivery to the purchaser on the Property and direct delivery off the Property to a person or firm designated by a purchaser does not constitute delivery to the purchaser on the Property, regardless of where title passes or other conditions of sale.

(B) Sales of other than tangible personal property on the Property shall include all sales of services, of intangible property or of real property with respect to which either the income-producing activity is performed on the Property or the income-producing activity is performed both on and off the Property and a greater proportion of the income-producing activity is performed on the Property than off it, based on costs of performance. If the income-producing activity involves the solicitation of a sale, the location of the solicitation shall control. If the sale is principally solicited by the Resident, or its agent from an office on the Property, such activity shall be allocated to the Property. If the sale is principally solicited by the Resident or its agent from an office off the Property, such activity shall not be allocated to the Property.

(c) If application of the allocations and apportionment provided for in this Exhibit does not fairly determine the Profits of a Resident attributable to the business activity actually conducted by the Resident on the Property, the Community Authority may require, or the Resident may request in writing and the Community Authority may approve, application of an alternative method of allocation and apportionment.



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EXHIBIT D

FORM OF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

OF COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR JEROME VILLAGE COMMUNITY AUTHORITY

THIS _____ SUPPLEMENTAL DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR JEROME VILLAGE COMMUNITY AUTHORITY (this "_____ Supplemental Declaration") is made as of the _____ day of _____, _____, by [OWNER NAME, type of entity (the "Owner")][, JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company (the "Initial Private Developer"),] and JEROME VILLAGE COMMUNITY AUTHORITY (the "Community Authority").

WHEREAS on _____, _____, that certain Declaration of Covenants, Restrictions and Agreements for Jerome Village Community Authority in the County of Union, Ohio (the "Declaration"), was recorded at _____ in the office of the Recorder, Union County, Ohio; and

WHEREAS, pursuant to the terms of Article III of the Declaration, the [Initial Private Developer and] the Community Authority reserved the right to submit Additional Property (as that term is defined in the Declaration) to the covenants, conditions, restrictions, charges, liens and other obligations provided for in the Declaration (the "Restrictions"); and

WHEREAS, the Owner, as the owner of a _____ acre tract of real property located in _____ County, Ohio, more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by reference, desires to subject such Property to the Restrictions and the Declaration;

[WHEREAS, the undersigned, being the Initial Private Developer and the Community Authority, hereby determine pursuant to the terms of Section 2.01 of the Declaration to permit _____ to become a party to the Declaration as an Additional Private Developer;]

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, the Owner[, the Initial Private Developer] and the Community Authority hereby declare that [the Owner shall be added as a party to the Declaration as an Additional Private Developer (as that term is defined in the Declaration), and that] the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions and the Declaration which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof, and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest in the Property, and as a part of the consideration



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therefore, agree that their right, title and interest in the Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

IN WITNESS WHEREOF, the Owner[, the Initial Private Developer] and the Community Authority have executed this _____ Supplemental Declaration as of the date first above written.

[SIGNATORY],

[type of entity]

By:_____

Name:_____

Title:_____

STATE OF _____ )
) SS.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of [ENTITY], [type of entity], on behalf of the [ENTITY].

_____

Notary Public

This document prepared by:



OR 859 PG 339

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 FEB 23 PM 12:38
852.00

TRANSFER NOT NECESSARY
DARTY H. SNIDER, Auditor

375562

# JEROME VILLAGE

**Jerome Township, Union County, Ohio**

## MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

3

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.



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**EXHIBIT A** – Master Plan Area for Jerome Village

**EXHIBIT B** – Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration

**EXHIBIT C** – Initial Property owned by Adjoining Owners subject to this Master Declaration

**EXHIBIT D** – Open Space Plan for Common Property

**EXHIBIT D-1** – Delaware County Open Space

**EXHIBIT E** – Bylaws of the Master Association



OR 907 PG 576

# MASTER DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration") is made on or as of this 17 day of February, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer") and J.A.S. Limited Partnership; William H. Marx, Jr., and Christine S. Marx, husband and wife; Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife; and Barbara Wilcox, Trustee of the Charles Wilcox Trust (collectively, the "Adjoining Owners"), subject to the provisions of Article XV hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain Adjoining Owners, and real property planned and zoned by the Master Developer for certain Adjoining Owners.

C. The Master Developer is presently the owner of certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village.

D. The Adjoining Owners are presently the owners of that certain real estate located in Jerome Township, Union County, Ohio, that is a part of Jerome Village being more particularly described in the attached Exhibit C (the "Adjoining Owner Property").

E. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

F. Detailed guidelines, consisting of the Development and Architectural Documents, as hereinafter defined, have been established to regulate all development, architecture and construction within Jerome Village. Each Parcel, as hereinafter defined, agrees to and shall be bound by such guidelines.



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G. The Master Developer deems it desirable to establish a master association for the purpose of governing the maintenance of certain areas and/or improvements constructed as part of Jerome Village, to provide for the establishment of a design review board and other management mechanisms, and to establish and provide for sub-associations to govern and maintain certain subareas and condominium regimes created within Jerome Village, for the purpose of addressing conditions and circumstances unique to individual subareas and condominium regimes created within Jerome Village.

H. To ensure the proper application of the Development and Architectural Documents, and to further the development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that all of the Property, as hereinafter defined, now or hereafter becoming a part of Jerome Village, as provided herein, shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

I. This Master Declaration shall inure to the benefit of all future owners of all or any portion of the Property and all others claiming under or through them, as well as the Master Developer, the Adjoining Owners, and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the Property, as presently constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Master Declaration shall apply to the entire Property, subject to the provisions of Article XV hereof. The Property consists of approximately 1,395 acres of land, more or less, from which the Master Developer and the Adjoining Owners intend to subdivide several single-family and multi-family residential subdivisions, condominium regimes, subdivisions for a town center and commercial, office, educational, government, institutional and civic uses (each subdivision or condominium regime, whether residential or commercial, may be referred to herein as a "Development Phase"). The Master Developer reserves the right, but not the obligation, to acquire additional acreage adjacent to the Property and to add the same to the Property and Jerome Village and subject it to this Master Declaration, so as to benefit and encumber such additional property as fully as if it were a part of the Property and Jerome Village on the date hereof. If and as the Master Developer acquires and/or develops additional parcels adjacent to the Property, the Master Developer may add such additional

parcels to, and declare them to be, subsequent Development Phases of Jerome Village. Upon such addition the Master Developer shall have the right, but not the obligation, to subject such additional parcels to the terms and conditions of this Master Declaration. The Master Developer may subject additional adjacent parcels to this Master Declaration without modification, or the Master Developer may supplement and amend this Master Declaration as it applies to such additional phases of development. As to each new Development Phase of Jerome Village, the Master Developer may re-record this Master Declaration with an attached exhibit which modifies and/or supplements this Master Declaration with respect to such Development Phase, or the Master Developer may incorporate this Master Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by the Master Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Jerome Village may be comparable to, or more restrictive than, the parallel provisions applicable to other Development Phases, as determined to be appropriate by the Master Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Master Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the more restrictive of the conflicting provisions shall control.

Jerome Village is not a "planned community" for purposes of Chapter 5312 of the Ohio Revised Code, as amended (the "Planned Community Statute"), due to the fact that the Planned Community Statute applies only to communities comprised of individual subdivided parcels which are occupied or intended to be occupied as dwelling units for use and occupancy for residential purposes by a single household or family. While certain portions of Jerome Village consist of such dwelling units, this Master Declaration also applies to Commercial Parcels. Those portions of Jerome Village that constitute a "planned community" for purposes of the Planned Community Statute shall be subject to the Jerome Village Residential Property Owners Association created as a Sub-Association hereunder, which shall comply with the provisions of the Planned Community Statute.

## ARTICLE II. DEFINITIONS

In addition to the words and terms defined elsewhere in this Master Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Additional Property" - real property that may in the future be identified, as determined by the Master Developer in its sole and unfettered discretion, as real property to be part of Jerome Village and subjected to the provisions hereof, and may include any real property presently planned by the Master Developer to become part of Jerome Village in the future, adjacent or contiguous with the Property as it is then constituted, provided that, with respect to other real property, the owner or owners thereof concur and join in with the subjecting of same to the provisions hereof.

B. "Administrative Expenses" – all costs and expenses incurred by the Master Association, the Board of the Master Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Master Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article XI Paragraph G hereof; reserves deemed necessary by the Board of the Master Association; and other usual and customary costs of master association administration.

C. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable, each organized as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

D. "Board" - the board of directors or other management body of each of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association, as applicable.

E. "Bylaws" - the Bylaws of each of: (i) Jerome Village Master Property Owners Association, Inc., as further provided in Article VII Paragraph E hereof, (ii) the Jerome Village Commercial Property Owners Association, as further provided in Article VIII Paragraph F hereof, (iii) the Jerome Village Residential Property Owners Association, as further provided in Article IX Paragraph F hereof, and (iv) the Jerome Village Town Center Property Owners Association, as further provided in Article X Paragraph F hereof, as applicable in each case, also constituting the applicable code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

F. "Commercial Parcels" - a legally separate tax parcel created or subdivided from the Property on which commercial activities are contemplated to be conducted. Commercial Parcels include those portions of the Jerome Village Town Center used for commercial purposes, except for purposes of membership in the Commercial Property Owners Association, of which Commercial Parcels in the Town Center shall not be members, due to the fact that they are members of the Town Center Property Owners Association created hereunder.

G. "Commercial Property Owners Association" – Jerome Village Commercial Property Owners Association, being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article VIII hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels. The Commercial Property Owners Association shall be named JEROME VILLAGE COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio

non-profit corporation or other appropriate non-profit entity. Commercial Parcels located in the Town Center shall not be included in the Commercial Property Owners Association, but shall be included in the Town Center Property Owners Association.

H. "Commercial Property Declaration" – the Commercial Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels other than those located in the Town Center.

I. "Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to Jerome Village. All such Common Property shall be owned by the Community Authority, a Sub-Association or a governmental entity. Common Property shall also include personal property used in connection therewith. Common Property includes all real property shown on the Open Space Plan for Common Property attached hereto as Exhibit D, as the same may be amended and modified with respect to final subdivision plats of Jerome Village; provided that at the full build out and completion of Jerome Village, Common Property shall equal at least forty percent (40%) of all real property included within Jerome Village.

J. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article XIV hereof.

K. "Condominium" or "Condominium Parcel" - the portions of the Property designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on the Condominium Parcel and their respective undivided interests in related common elements are referred to herein as Units. Condominiums and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments) which shall be considered Commercial Parcels for all purposes hereof, or condominium regimes designed solely for common ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

L. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

M. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Declarant specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

N. "Design Review Board" - the Design Review Board created, governed and operated as provided in Article V Paragraph A hereof, consisting of the group of individuals

having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of Jerome Village.

O. "Developer" - a person or entity to whom a Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Commercial Parcels.

P. "Development and Architectural Documents" - the Jerome Village Property Code, the Jerome Village Commercial Center Property & Architectural Design Code and the Jerome Village Architectural Pattern Book, as modified, amended and amplified from time to time as provided in Article V Paragraph G hereof.

Q. "Development Phase" - an individual portion of the Property, subdivided from the Property, that has not yet been fully developed, on which a single-family residential subdivision, multi-family residential subdivision (including a Condominium) or non-residential development (such as a commercial development) is to be developed and constructed.

R. "Directors" – those natural Persons appointed or elected to the Board of the Master Association as provided in Article VII Paragraph C hereof and the Bylaws of the Master Association, those natural Persons appointed or elected to the Board of the Commercial Property Owners Association as provided in Article VIII Paragraph E hereof and the Bylaws of the Commercial Property Owners Association, those natural Persons appointed or elected to the Board of the Residential Property Owners Association as provided in Article IX Paragraph E hereof and the Bylaws of the Residential Property Owners Association, and those natural Persons appointed or elected to the Board of the Town Center Property Owners Association as provided in Article X Paragraph E hereof and the Bylaws of the Town Center Property Owners Association, as applicable.

S. "Exempt Property" - the portions of real property comprising Jerome Village that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Union County, Jerome Township, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, (b) owned by a Sub-Association, or (c) owned by the Community Authority; provided in any such case, the same is not utilized as a residence.

T. "Governing Documents" - as applicable, each of the Master Association's Articles of Incorporation, the Master Association Bylaws, this Master Declaration, and all amendments thereto, the Development and Architectural Documents, and all amendments thereto, the Community Authority Declaration, as defined in Article XIV hereof, applicable building and zoning laws, subdivision and other plats of property in Jerome Village, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents

(including governing organizational documents for any Sub-Association) and rules imposed on or encumbering any Parcel within Jerome Village.

U. "Improvements" - any and all alterations to the Property which cause the Property to deviate from its natural condition or condition as of the date hereof or the date any real property is added to this Master Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within Jerome Village.

V. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of this Master Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel, Commercial Parcel, the Common Property, and any Property dedicated for public use; provided that, for purposes hereof (unless specifically provided otherwise) if a separate parcel of real estate is designed for, intended to be, and is conveyed by the Master Developer to a builder or Developer, for purposes of constructing dwellings declared under law to be Condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of Condominium Units that are authorized by law, and approved by the Master Developer, to be so constructed and declared on that parcel of real estate.

W. "Manager"- a Person retained by the Master Association Board to assist in the management of the Master Association.

X. "Master Association" - Jerome Village Master Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of enforcing the provisions of this Master Declaration. The Association shall be named JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

Y. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Master Declaration by a written instrument, as further provided in Article XVIII hereof.

Z. "Member" - any person or entity (i) entitled to membership in the Master Association, as provided for in Article VII Paragraph A hereof, (ii) entitled to membership in the Commercial Property Owners Association, as provided for in Article VIII Paragraph B hereof, (iii) entitled to membership in the Residential Property Owners Association, as provided for in Article IX Paragraph B hereof, or (iv) entitled to membership in the Town Center Property Owners Association, as provided for in Article X Paragraph B hereof, as applicable.

AA. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided from the Property on which residential apartment units are to be developed and constructed, other than Condominium Units.

BB. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Master Developer.

CC. "Parcel" - a legally separate tax parcel subdivided or created from the Property. Parcels include Lots, Units, Multi-Family Parcels and Commercial Parcels.

DD. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

EE. "Property" - the real property presently owned by the Master Developer described on the attached Exhibit B, together with the Adjoining Owner Property described on attached Exhibit C, subject, in the case of the Adjoining Owner Property, to the terms and conditions of Article XV hereof, and together with such additional real property as may be added hereto from time to time by the Master Developer as provided in Article I hereof, it being the express intention of the Master Developer that all real property constituting Jerome Village shall be a part of the Property hereunder.

FF. "Residential Parcel" – means each Lot and the platted subdivision of which it is a part, each residential Condominium Unit, its undivided interest in the common elements of the Condominium of which it is a part, the Condominium of which it is a part, and each Multi-Family Parcel.

GG. "Residential Property Owners Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article IX hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Lots, Units or

Multi-Family Parcels. The Residential Property Owners Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

HH. "Residential Property Declaration" - the Residential Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Residential Parcels.

II. "Rules"- the rules and regulations governing use, occupancy and appearance of the Property and the Common Property, as may be established by the Master Association Board from time to time.

JJ. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

KK. "Sub-Association" - The Commercial Property Owners Association, the Residential Property Owners Association, the Town Center Property Owners Association and each additional sub-association (if any) created in connection with a Development Phase of the Property, subject to the terms and conditions of Article XVII hereof.

LL. "Town Center" – That area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

MM. "Town Center Property Declaration" – the Town Center Property Owners Association Deed Declaration, Restrictions and Bylaws recorded in the Recorder's Office of Union County, Ohio, as amended from time to time, encumbering all Commercial Parcels within the Town Center.

NN. "Town Center Property Owners Association" - Jerome Village Town Center Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed as a Sub-Association hereunder pursuant to Article X hereof for the purpose of owning and/or maintaining certain portions of the Common Property on behalf of the Owners of Commercial Parcels within the Town Center. The Town Center Property Owners Association shall be named JEROME VILLAGE TOWN CENTER PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Lots, Units or Multi-Family Parcels located within the Town Center shall not be part of the Town Center Property Owners Association, but shall be a part of the Residential Property Owners Association.

OO. "Turnover Date" – the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the Master Association.

PP. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

## ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements;

D. Establishment of requirements for Jerome Village and use of the Property;

E. To create, maintain and preserve the quality of life for all Owners and residents of Jerome Village; and

F. To provide for mandatory membership of all Owners in the Master Association, as it may be constituted from time to time, and certain Sub-Associations, and the collection of funds to fulfill its objectives.

## ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Master Developer, the Adjoining Owners (subject to the provisions of Article XV hereof), each Developer, and upon every Owner, tenant or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use. Except as otherwise permitted herein, each Lot, all Multi-Family Parcels, all Condominium Parcels and all other areas of the Property designated or zoned for residential development shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. Commercial Parcels shall be used only for purposes permitted by and under applicable zoning regulations relative to such Commercial Parcels. No Improvements may be constructed, modified or demolished by a Developer or

Owner on any Parcel unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended pursuant to Exhibit D and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Parcels and shall comply with the provisions of this Master Declaration, the laws of the State of Ohio, and the Rules.

C. Use of Condominium Parcel. Condominium Parcels may be utilized for the development thereon of a Condominium pursuant to Chapter 5311 of the Ohio Revised Code, as amended. No Improvements may be constructed on any Condominium Parcel until and unless the plans therefore have been approved by the Design Review Board, as further provided in Article V hereof.

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Parcel, or in or on any portion of the Common Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Parcel. This paragraph shall not be construed so as to prohibit the Master Developer or Developers from construction activities consistent with good construction practices, nor any Commercial Parcel Owner from any permitted non-residential use.

E. Signs. All signage located within Jerome Village shall comply with the signage requirements of the Development and Architectural Documents.

F. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Parcel or in or upon any part of the Common Property, unless expressly permitted by the Rules. No animals shall be kept which constitute a nuisance or which unreasonably interfere with any Owner's right to the quiet enjoyment of his or her property. Domestic animals must be kept in a contained area or on a leash, chain or rope at all times when not inside of a residence. The foregoing shall not apply to pet stores located on Commercial Parcels. Up to two (2) horses may be kept on any residentially planned and zoned Parcel having in excess of five (5) acres that is not a Condominium.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made, nor condition allowed to exist, on any Parcel, or within any Unit or dwelling or structure erected on

any Parcel which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot, Unit or Parcel.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots, Multi-Family Parcels or Condominium Parcels without the prior written approval of the Master Association Board. The provisions of this Section shall not prohibit a Lot or Unit Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot, Unit or apartment unit located on a Multi-Family Parcel from which such home business is conducted. No exterior signs or signage visible from the exterior of a dwelling unit shall be permitted in connection with a "home business" conducted from a dwelling unit.

I. Storage. No open storage of any kind is permitted on any Lot, Multi-Family Parcel or Condominium Parcel. Except as hereinafter provided in this Paragraph I, no storage buildings of any kind are permitted on Lots, Multi-Family Parcels or Condominium Parcel, including, without limitation, sheds or barns. Storage buildings shall be permitted on Multi-Family Parcels and Condominium Parcels only as permitted by the Design Review Board pursuant to Article V hereof. Open storage and storage buildings shall be permitted on Commercial Parcels only as permitted by the Design Review Board pursuant to Article V hereof.

J. Hotel/Transient Uses; Leases. No Lot, Multi-Family Parcel or Condominium Unit may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All residential leases shall be in writing and shall be subject to this Master Declaration.

K. Vehicles. The Master Association Board shall be entitled to create and enforce Rules concerning the parking of vehicles within Jerome Village (excluding parking on Multi-Family Parcels and Commercial Parcels) in accordance with plans approved by the Design Review Board. In addition to their authority to levy Parcel Assessments as penalties for the violation of the Rules, the Master Association Board shall be authorized to cause the removal of any vehicle violating the Rules. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot or on any portion of any Multi-Family Parcel or Condominium Parcel (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) consecutive hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction or maintenance of residences on the Lots, Multi-Family Parcels and Condominium Parcel.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the

conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, sport utility vehicles, motorcycles, passenger vans and any vehicle other than a pickup truck or work van without a modified bed or enclosure which is used as a personal automotive vehicle by a resident or a member of a resident's family.

L. Trash. Except for the reasonably necessary activities of the Master Developer and Developers during the original development of the Property and Development Phases, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered sanitary containers, screened from view.

M. Antennae; Clotheslines. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, Multi-Family Parcel or Condominium Parcel, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Lot, Multi-Family Parcel or Condominium Parcel, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

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

O. Holiday Displays. Any exterior holiday displays placed on any Lot, Unit, Multi-Family Parcel or Condominium, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Property, and of limited duration. The Master Association Board shall be permitted to establish Rules regarding holiday displays.

P. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, Multi-Family Parcel or Condominium Parcel except that propane gas grills are permitted. No wells of any sort or description shall be permitted on the Property. The foregoing restrictions as to propane gas and fuel oil tanks shall not apply to Parcels in excess of five (5) acres not developed as Condominiums, multi-family apartments or Commercial Parcels, and the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds located on the Property.

Q. Street Trees. The Master Developer may designate trees to be planted along the street(s) adjacent to each Parcel. If the Master Developer determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be

responsible to care for (and if necessary, replace with a like kind tree) such street trees at the Owner's expense. The Master Developer may implement street tree planting requirements relative to Commercial Parcels and within Condominium Parcels and Multi-Family Parcels.

R. Mailboxes. The Master Developer shall designate a uniform style of curbside mailbox for all Lots in a Development Phase, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout each Development Phase. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by the Master Developer.

S. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the design and location standards set forth by the Master Developer and as further provided in the Development and Architectural Documents.

T. Fencing. As further provided in the Development and Architectural Documents, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted at the Property. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The Design Review Board may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the Design Review Board, in writing, prior to the installation thereof.

U. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV Paragraph U shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, Multi-Family Parcel or Condominium Parcel, all fencing, screening and landscaping around said pool shall meet the Design Review Board standards. Notwithstanding the foregoing, all swimming pools and their related fencing, screening and landscaping are considered Improvements and must be approved by the Design Review Board.

V. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Parcels by the Master Developer or by any Developer, shall not be removed or changed except with prior approval of the Design Review Board.

W. Tree Removal. No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to

the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Master Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this Paragraph W. The amount of such a fine shall be discretionary with the Master Association Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Master Association Board.

X. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of Jerome Village.

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

Z. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, the Union County, Ohio Subdivisions Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations.

## ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

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

A. Design Review Board. There is hereby created and constituted the Jerome Village Design Review Board, consisting at all times of not less than three (3) persons. Initially, all three (3) members of the Design Review Board shall be appointed by the Master Developer. Until the Turnover Date, the Master Developer shall retain exclusive control to appoint and remove all members of the Design Review Board. From and after the Turnover Date, the Master Association shall govern and control the Design Review Board and the Master Association Board shall appoint, elect and remove all three (3) members thereof; provided that at all times, at least one member of the Design Review Board shall be a licensed architect experienced in master planned mixed use communities such as Jerome Village. At all times, the Design Review Board

shall have the absolute authority and final say with respect to all plan reviews with respect to any Improvements constructed or to be constructed at or on the Property. The Design Review Board shall be governed in their review and approval by the Development and Architectural Documents.

The Design Review Board shall have the exclusive authority to interpret and define the Development and Architectural Documents. Each Developer and Owner shall submit all proposed development plans (preliminary and final), all proposed subdivision plats (preliminary and final), all proposed development and building plans, and all plans for Improvements to the Design Review Board for review and approval prior to submission to any governmental body for review and approval. Each Developer and Owner covenants and agrees by acceptance of a deed to a Parcel, to comply with, and to cause such Owner's property and any occupant thereof to comply with the standards promulgated by the Development and Architectural Documents, as interpreted by the Design Review Board. No Development of a Development Parcel shall be undertaken and no Improvement shall be placed, erected, constructed or installed on the Property by any Developer or Owner, no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) by any Developer, other building company, contractor or Owner shall be permitted, and no other changes to the exterior elevation of any existing Improvement, including changes to exterior colors, fixtures, or roof shall be made, without, until and unless the Developer, builder, contractor or Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Master Declaration. Improvements, additions and modifications to structures and/or alterations to natural or permitted improved site conditions, including landscaping and tree removal, after the original site construction has been completed as approved by the Design Review Board, shall be subject to the prior written approval of the Design Review Board.

B. Modifications. No Person shall construct any Improvement on the Property, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any building constructed on the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Master Declaration and the Development and Architectural Documents, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and the Development and Architectural Documents; provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Board, the variance is in the best

interest of the community and is within the spirit of the standards of the Development and Architectural Documents. No variance granted pursuant to this Paragraph C shall constitute a waiver of any provision of this Master Declaration as applied to any other Person or any other part of the Property. Any variance granted by the Design Review Board pursuant to this Paragraph C shall apply solely to the Parcel for which a variance was requested and granted and not to any other similarly situated Parcel. The granting of a variance for a particular Parcel shall not be deemed to establish a course of conduct or a policy by the Design Review Board to grant similar variances to similarly situated Parcels.

D. Improvements by the Master Developer; Pre-Approved Plans. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Master Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board and the Development and Architectural Documents, and separate approval therefore by the Design Review Board is not required. In addition, the Design Review Board shall have the right, upon review of submitted standard building plans from the individual Development Phase Developers, to pre-approve building plans. Upon approval by the Design Review Board, such building plans shall be deemed approved by the Design Review Board; subject, however, to the further requirement that such pre-approved building plans shall require further submissions to the Design Review Board for each use of such plans for review and approval by the Design Review Board of proposed construction materials, exterior colors, lot orientation, lot setbacks and landscaping.

E. Exclusive Jurisdiction of Design Review Board. The Design Review Board shall be the sole and exclusive design review board for Jerome Village and shall be the sole and exclusive authority for interpretation of the Development and Architectural Documents, subject to the provisions of Article V Paragraph G hereof.

F. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, condominium development approval, construction permit, building permit or variance pertaining to any Improvements to be developed, constructed or installed within Jerome Village unless and until the Design Review Board has endorsed its written approval thereon.

G. Amendments, Modifications and Amplifications of Development and Architectural Documents. Until the Turnover Date, the Master Developer shall have and retain sole and complete discretion to amend, modify and amplify the Development and Architectural Documents, subject to the terms and conditions of the zoning and governmental approvals pertaining to Jerome Village. From and after the Turnover Date, the Master Association Board, upon recommendation of the Design Review Board, or upon its own initiative, shall have the right to amend, modify and amplify the Development and Architectural Documents.

H. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

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

J. Green Concept Development. Jerome Village is a "Green Concept Development", meaning key natural features will be identified and preserved within the Common Property. Storm water for Jerome Village will be handled through low impact designated drainage systems with extensive use of bio-swales, thus insuring rainwater will be returned to the aquifer. Major wetlands will be maintained and created to purify water and create wildlife habitat. The Master Developer, the Design Review Board and the Master Association shall each have enforcement rights hereunder to preserve and protect all bio-swales, wetlands and drainage systems installed with Jerome Village.

K. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XIX Paragraph B hereof.

## ARTICLE VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, which rights shall be appurtenant to, and shall pass with the title to, such Owner's property, subject to the terms and limitations set forth in this Master Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized Manager and its agents, officers, contractors, and employees of the Master Association shall have a right of entry and access to the

Property, including without limitation the Lots, Condominium Parcels, Multi-Family Parcels and Commercial Parcels, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Parcel to remove or correct any violation of this Master Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Master Developer retains the right to and may convey easements over the Common Property or within any platted easement area on any Parcel, to any entity, public or private, for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, internet, and other similar utility or security services, whether of public or private nature, and to any entity for such other purposes as the Master Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Master Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Master Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that except within existing platted easement areas, the Master Developer may not convey any easement over a Parcel which has previously been transferred to a Developer or Owner without the prior written consent of the Developer or Owner thereof (which consent shall not be unreasonably delayed, conditioned or withheld), as appropriate. The approval or consent of an Owner shall not be required for the Master Developer's grant of an additional easement within a platted easement area. The foregoing notwithstanding, each Development Phase Developer, and each Owner, by acceptance of a deed to any Parcel, grants an irrevocable and limited power of attorney to the Master Developer, which power shall be deemed coupled with an interest, for the purpose of conveying easement rights within existing platted easement areas to the extent and as deemed desirable by the Master Developer.

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

E. Reservation of Special Easements. The Master Developer hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Master Developer to be beneficial to the Property including, but not limited to, easements for bio-swales. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Parcels instead of on Common Property. In such cases, the Owner(s) of the Property(ies) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping,

storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Master Developer, or any governmental entity exercising jurisdiction over the Property, or the Master Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Master Developer reserve or establish special easements.

F. No-Build Zones. Any areas designated on any recorded plat of Jerome Village, or in prior deed restrictions as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements.

G. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Union County, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

## ARTICLE VII. THE MASTER ASSOCIATION

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

B. Governance. Voting and all other matters regarding the governance and operation of the Master Association shall be set forth herein and in the Master Association's Articles of Incorporation and Bylaws, including all amendments hereto and thereto.

C. Composition of Master Association Board. At all times, the Master Association Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Master Association Board shall be appointed by the Master Developer. On the Turnover Date, all Directors of the Master Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Master Association consisting of one (1) Director elected from each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Each Director of the Master

Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

D. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to this Master Declaration or the Master Association, except as otherwise provided herein or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Master Association shall be as set forth in the attached Exhibit E, subject to amendment as permitted therein.

## ARTICLE VIII. THE COMMERCIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Commercial Parcel (other than Commercial Parcels located in the Town Center), there shall be created as a Sub-Association of the Master Association, the Commercial Property Owners Association and the Commercial Property Declaration shall be filed against and encumber such Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel (other than Commercial Parcels located in the Town Center), the Commercial Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed, such that at all times, all Commercial Parcels (other than the Commercial Parcels located in the Town Center) shall be encumbered by the Commercial Property Declaration. At all times, the Commercial Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Commercial Parcel (except Owners of Commercial Parcels within the Town Center) shall have a membership in the Commercial Property Owners Association, and by acceptance of a deed to a Commercial Parcel, every Owner of a Commercial Parcel agrees to and acknowledges being a Member of the Commercial Property Owners Association. Membership in the Commercial Property Owners Association is a right appurtenant to and inseparable from a Commercial Parcel Owner's fee simple title in a Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not

terminate a Commercial Parcel Owner's membership. No Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Commercial Parcel owned. In the event a Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Commercial Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Commercial Property Owners Association shall be set forth in the Commercial Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Commercial Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Commercial Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Commercial Property Owners Association, being the Master Developer. In all Commercial Property Owners Association matters involving a vote, the Master Member of the Commercial Property Owners Association shall have one (1) vote for each Commercial Parcel of the Property (whether or not such Commercial Parcel has been transferred to a Developer or individual Commercial Parcel Owner); until such time as the Commercial Parcel Owners become voting members of the Commercial Property Owners Association, as provided in Article VIII Paragraph D.2. hereof, after which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in its role as Master Member of the Commercial Property Owners Association but shall retain voting rights only as a Commercial Parcel Owner Member to the extent applicable.

2. Commercial Parcel Owner Members. Each Owner of a Commercial Parcel (excluding Commercial Parcels in the Town Center) shall be a member of the Commercial Property Owners Association. Sub-Associations created as permitted by Article XVII Paragraph B hereof shall not be Members of the Commercial Property Owners Association. The Commercial Parcel Owner Members shall not be voting members of the Commercial Property Owners Association until the Turnover Date, at which time, the Master Member of the Commercial Property Owners Association shall no longer have any voting rights in the Commercial Property Owners Association in its role as Master Member and each Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Commercial Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Commercial Parcel Owner shall be determined as follows:

One vote shall be given to each Owner and additional votes shall be given to Owners of Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 15,000 sq. ft. of building Improvements (or portion thereof if less than 15,000 sq. ft.).

Irrespective of whether the Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Commercial Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Commercial Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Commercial Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Commercial Property Owners Association consisting of three (3) natural persons who own or represent the owners of Commercial Parcels (other than Commercial Parcels located in the Town Center). Each Director of the Commercial Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Commercial Property Owners Association shall expire annually.

## ARTICLE IX. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to the development of the first Residential Parcel, there shall be created as a Sub-Association of the Master Association, the Residential Property Owners Association and the Residential Property Declaration shall be filed against and encumber such Residential Parcel. Thereafter, prior to the development of any additional Residential Parcel, the Residential Property Declaration shall be amended and expanded to encumber each such Residential Parcel being developed, such that at all times, all Residential Parcels shall be encumbered by the Residential Property Declaration. At all times, the Residential Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer, each Lot or Unit Owner and each Owner of a Multi-Family Parcel shall have a membership in the Residential Property Owners Association,

and by acceptance of a deed to a Lot, Unit or Multi-Family Parcel, every Lot, Unit or Multi-Family Parcel Owner agrees to and acknowledges being a Member of the Residential Property Owners Association. Membership in the Residential Property Owners Association is a right appurtenant to and inseparable from a Lot, Unit or Multi-Family Parcel Owner's fee simple title in a Lot, Unit or Multi-Family Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot, Unit or Multi-Family Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Lot, Unit or Multi-Family Parcel Owner's membership. No Lot, Unit or Multi-Family Parcel Owner, whether one or more Persons, shall have more than one membership per Lot, Unit or Multi-Family Parcel owned. In the event a Lot, Unit or Multi-Family Parcel Owner consists of more than one Person, such Persons shall have one membership in the Residential Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Residential Property Owners Association shall be set forth in the Residential Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Residential Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Residential Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Residential Property Owners Association, being the Master Developer. In all Residential Property Owners Association matters involving a vote, the Master Member of the Residential Property Owners Association shall have one (1) vote for each planned residential Lot, each Unit and each Multi-Family Parcel of the Property (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a Developer or individual Lot, Unit or Multi-Family Parcel Owner); until such time as the Lot, Unit or Multi-Family Parcel Owners become voting members of the Residential Property Owners Association, as provided in Article IX Paragraph D.2. hereof, after which time, the Master Member of the Residential Property Owners Association shall no longer have any voting rights in its role as Master Member of the Residential Property Owners Association but shall retain voting rights only as a Lot, Unit or Multi-Family Parcel Owner Member to the extent applicable.

2. Lot, Unit or Multi-Family Parcel Owner Members. Each Owner of a residential Lot in one of the single-family subdivisions, each Unit Owner in a Condominium and each Owner of a Multi-Family Parcel shall be a member of the Residential Property Owners Association. Sub-Associations created as permitted by

Article XVII hereof and Condominium Associations shall not be Members of the Residential Property Owners Association. The Lot, Unit or Multi-Family Parcel Owner Members shall not be voting members of the Residential Property Owners Association until the Turnover Date, at which time the Master Member of the Residential Property Owners Association shall no longer have any voting rights in the Residential Property Owners Association in its role as Master Member of the Residential Property Owners Association and each Lot, Unit or Multi-Family Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Residential Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Lot, Unit or Multi-Family Parcel Owner shall be determined as follows:

> Each Lot Owner shall have one vote, each Unit Owner shall have one vote and the Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Lot, Unit or Multi-Family Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Residential Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Residential Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Residential Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Residential Property Owners Association consisting of three (3) natural persons who own or represent the Lot, Unit and Multi-Family Parcel Owners. Each Director of the Residential Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the Turnover Date, the term of one third (1/3) of all Directors of the Residential Property Owners Association shall expire annually.

## ARTICLE X. THE TOWN CENTER PROPERTY OWNERS ASSOCIATION

A. Creation and Implementation. Prior to development of any portions of the Town Center as a Commercial Parcel, there shall be created as a Sub-Association of the Master Association, the Town Center Property Owners Association and the Town Center Property Declaration shall be filed against and encumber such portions of the Town Center thereby



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developed as a Commercial Parcel. Thereafter, prior to the development of any additional Commercial Parcel in the Town Center, the Town Center Property Declaration shall be amended and expanded to encumber each such Commercial Parcel being developed in the Town Center, such that at all times, all Commercial Parcels located in the Town Center shall be encumbered by the Town Center Property Declaration. At all times, the Town Center Property Owners Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Owner of a Town Center Commercial Parcel shall have a membership in the Town Center Property Owners Association. and by acceptance of a deed to a Town Center Commercial Parcel, every Owner of a Town Center Commercial Parcel agrees to and acknowledges being a Member of the Town Center Property Owners Association. Membership in the Town Center Property Owners Association is a right appurtenant to and inseparable from a Town Center Commercial Parcel Owner's fee simple title in a Town Center Commercial Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Town Center Commercial Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Town Center Commercial Parcel Owner's membership. No Town Center Commercial Parcel Owner, whether one or more Persons, shall have more than one membership per Town Center Commercial Parcel owned. In the event a Town Center Commercial Parcel Owner consists of more than one Person, such Persons shall have one membership in the Town Center Property Owners Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the Town Center Property Owners Association shall be set forth in the Town Center Property Owners Association's Articles of Incorporation and Bylaws, this Master Declaration and a separate declaration filed of record pertaining to the Town Center Property Owners Association, including all amendments hereto and thereto.

D. Classes of Membership. The Membership of the Town Center Property Owners Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the Town Center Property Owners Association, being the Master Developer. In all Town Center Property Owners Association matters involving a vote, the Master Member of the Town Center Property Owners Association shall have one (1) vote for each Town Center Commercial Parcel of the Property (whether or not such Town Center Commercial Parcel has been transferred to a Developer or individual Town Center Commercial Parcel Owner); until such time as the Town Center Commercial Parcel Owners become voting members of the Town Center Property Owners Association, as provided in Article X Paragraph D.2. hereof, after which time, the Master Member of the Town Center

Property Owners Association shall no longer have any voting rights in its role as Master Member of the Town Center Property Owners Association but shall retain voting rights only as a Town Center Commercial Parcel Owner Member to the extent applicable.

2. Town Center Commercial Parcel Owner Members. Each Owner of a Town Center Commercial Parcel shall be a member of the Town Center Property Owners Association. Sub-Associations created as permitted by Article XVII hereof shall not be Members of the Town Center Property Owners Association. The Town Center Commercial Parcel Owner Members shall not be voting members of the Town Center Property Owners Association until the Turnover Date, at which time the Master Member of the Town Center Property Owners Association shall no longer have any voting rights in the Town Center Property Owners Association in its role as Master Member and each Town Center Commercial Parcel Owner (including the Master Developer, if applicable) shall be entitled to vote on Town Center Property Owners Association matters submitted to a vote. The number of votes to be possessed by each Town Center Commercial Parcel Owner shall be determined as follows:

> One vote shall be given to each Owner and additional votes shall be given to Owners of Town Center Commercial Parcels on which building Improvements have been developed and constructed, at a ratio of one vote for each 5,000 sq. ft. of building Improvements (or portion thereof if less than 5,000 sq. ft.).

Irrespective of whether the Town Center Commercial Parcel Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for herein.

E. Composition of Board. At all times, the Town Center Property Owners Association shall be comprised of three (3) Directors. Until the Turnover Date, all Directors of the Town Center Property Owners Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. On the Turnover Date, all Directors of the Town Center Property Owners Association appointed by the Master Developer shall resign and a new Board shall be constituted for the Town Center Property Owners Association consisting of three (3) natural persons who own or represent the Town Center Commercial Parcel Owners. Each Director of the Town Center Property Owners Association shall hold office for a three (3) year term; provided that the initial Directors elected by the members on the Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the

Turnover Date, the term of one third (1/3) of all Directors of the Town Center Property Owners Association shall expire annually.

## ARTICLE XI. RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

A. Personal Property and Real Property for Common Use. The Master Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

B. Rules and Regulations. The Master Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Master Declaration and the Governing Documents. The Master Association shall have the power to impose sanctions on Owners, including without limitation, suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

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

D. Joint Use and Cost-Sharing Agreements. The Master Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, Sub-Associations, whereby: (i) any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Common Property (and any other common improvements or areas benefiting the Property), and (ii) the Master Association and any other homeowners association, master association and/or Sub-Association grant reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of trustees of each homeowners association may from time to time determine.

E. Managing Agent. The Master Association may retain and employ a Manager, which may be the Master Developer (or an affiliate thereof), a Developer or an independent third-party, and may delegate to the Manager such duties as the Master Association Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

F. Insurance.

1. The Master Association shall be required to obtain and maintain adequate blanket property insurance and flood insurance covering all of the Common Property



OR 907 PG 604

owned by the Master Association, and liability insurance pertaining to the Common Property, in each case in amounts as are commonly required by comparable master associations. The cost of such insurance shall be an Administrative Expense.

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

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

H. Books, Records. Upon reasonable request of any Member, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Master Association Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Master Association Board:

1. information that pertains to personnel matters;

2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. information that relates to the enforcement of the Master Declaration, Bylaws or Rules of the Master Association against other Owners; and

5. information, the disclosure of which is prohibited by state or federal law.

## ARTICLE XII. ADMINISTRATIVE EXPENSES REIMBURSEMENT

All Administrative Expenses incurred shall be paid and reimbursed by the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association as provided in this Article XII.

A. Allocation of Administrative Expenses. On an annual calendar year basis, the Board of the Master Association shall make a determination of the allocation of Administrative Expenses among the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association. Such allocation need not be equal but shall be based on the services and administrative tasks required by the Master Association, the Board of the Master Association and the Design Review Board in relation to the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association and their respective Members. Such allocation shall be final and shall apply until a further allocation is determined by the Board of the Master Association.

B. Billing for Administrative Expenses. Based on the allocation established pursuant to Paragraph A above, the Master Association (or the Manager on behalf of the Master Association) shall invoice the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association their respective shares of Administrative Expenses on a routine basis, such as monthly or quarterly, and all such Administrative Expenses shall be due and payable within thirty (30) days after invoice. Any Administrative Expenses not paid in full within thirty (30) days after invoice shall incur a late charge of one percent (1%) per month.

C. Covenant to Assess. It shall be a requirement for approval by the Master Association of all Sub-Association documents that the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association pursuant to Article XVII Paragraph E hereof, that each of the Commercial Property Owners Association, the Residential Property Owners Association and the Town Center Property Owners Association covenant and agree therein to pass through and assess their respective Members all Administrative Expenses allocated and invoiced hereunder.

## ARTICLE XIII. MAINTENANCE

A. Maintenance by Association. The owner of Common Property shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The cost of installing and maintaining entry features and related improvements, and common areas, located entirely within, and for the sole

benefit of any Multi-Family Parcel, Commercial Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, the Commercial Parcel's tenants, occupants and invitees or the Condominium Unit Owners, shall not be shared in any way with the Owners of Lots in the single-family subdivisions at the Property.

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

## ARTICLE XIV. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

## ARTICLE XV. ADJOINING OWNER PROPERTY

A. Joinder of Adjoining Owners. The Adjoining Owners are joining in the execution and delivery of this Master Declaration in order to provide for their respective Adjoining Owner Properties to be a part of Jerome Village and restrict their respective Adjoining Owner Property upon development as hereinafter provided. The Adjoining Owners were parties to the Planned Unit Development zoning undertaken by the Master Developer in Jerome Township, Union County, Ohio to create Jerome Village. Each of the Adjoining Owners covenants and agrees not to seek a rezoning or other reclassification for zoning purposes of its respective Adjoining Owner Property without the express written consent of the Master Developer.

B. Application of Master Declaration, Commercial Property Declaration, Residential Property Declaration, and Town Center Declaration to Adjoining Owners and Adjoining Owner Property. Notwithstanding anything contained herein to the contrary, with the exception of Article XV Paragraph A hereof, the terms and conditions of this Master Declaration shall not apply to an Adjoining Owner until such time as such Adjoining Owner, its heirs, successors and assigns, undertakes any development of such Adjoining Owner's Adjoining Owner Property by seeking any preliminary or final development plan approval for such Adjoining Owner Property. At all times thereafter, the Master Declaration shall apply and the Adjoining Owner shall execute

and cause to be recorded against such Adjoining Owner's Adjoining Owner Property being developed the Commercial Property Declaration, the Residential Property Declaration and/or the Town Center Declaration, as applicable, in order that at all times, the Master Association shall apply to all developed portions of Jerome Village, The Commercial Property Declaration shall apply and encumber all Commercial Parcels (other than Town Center Commercial Parcels), the Residential Property Declaration shall apply to and encumber all Residential Parcels, and the Town Center Declaration shall apply to and encumber all Commercial Parcels located in the Town Center.

C. Heirs, Successors and Assigns Bound. This Master Declaration shall run with the land and shall be binding and enforceable against the heirs, successors and assigns of the Adjoining Owners in and to the Adjoining Owner Properties.

## ARTICLE XVI. COMMON PROPERTY

A. All Common Property as delineated on any subdivision plat of the Property shall be and remain Common Property in perpetuity and shall not be developed or used for any purpose other than as Common Property for the benefit of all Owners and the Master Association, and in the case of Common Property owned by the Community Authority, the public at large; provided, however, that any Common Property located on discrete and distinct Development Phases owned by a Sub-Association and designated as Common Property for the use of such Development Phase may be reserved for the exclusive use of the residents of such Development Phase and their invitees.

B. No hunting, trapping or fishing shall be permitted on any Common Property and the Master Association shall be authorized to post signs accordingly.

C. The Common Property described on the attached Exhibit D-1, consisting of approximately 10 acres located in Concord Township, Delaware County, Ohio is hereby declared to be Common Property as of the date of recording this Master Declaration with the Delaware County, Ohio Recorder and shall at all times remain as undeveloped open space for Jerome Village.

## ARTICLE XVII. SUB-ASSOCIATIONS

A. Sub-Association for Residential Areas. A Sub-Association for all residential areas of Jerome Village consisting of all Lots and Units, being the Residential Property Owners Association, has been created pursuant to Article IX hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created within any residential Development Phase or in connection with any Condominium, provided that any such additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Residential Property Owners Association.

B. Sub-Associations in Commercial Areas. A Sub-Association for all Commercial Parcels (except the Town Center) located in Jerome Village, being the Commercial Property Owners Association, has been created pursuant to Article VIII hereof and its Articles of Incorporation. Additional Sub-Associations shall be permitted to be created for Development Phases of the Property developed for commercial, retail, office and institutional purposes, provided that any additional Sub-Associations shall be subject and subordinate to this Master Declaration and the Commercial Property Owners Association.

C. Sub-Association for Town Center. A Sub-Association for Commercial Parcels located in the Town Center located in Jerome Village, being the Town Center Property Owners Association, has been created pursuant to Article X hereof and its Articles of Incorporation. No additional Sub-Associations pertaining to Commercial Parcels located in the Town Center shall be permitted hereunder without the consent of the Master Association Board.

D. Subordination of Sub-Associations. All Sub-Associations shall be subject and subordinate to this Master Declaration and at all times shall comply with all terms and conditions of this Master Declaration and the applicable Sub-Association declaration.

E. Approval of Sub-Association Documents. All documents creating, organizing or governing Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the Turnover Date, and after the Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with this Master Declaration and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

F. Sub-Association Limitations. Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such Sub-Association, as the case may be, and the Owners of Parcels that constitute portions of such property.

## ARTICLE XVIII. MASTER DEVELOPER AS SOLE MASTER DEVELOPER; ASSIGNMENT OF MASTER DEVELOPER ROLE; RESTRICTIONS ON REZONINGS

A. Jerome Village Company, LLC, an Ohio limited liability company, is the named Declarant and the Master Developer in this Master Declaration and is filing and recording the Master Declaration in its role as the Master Developer of Jerome Village. At all times, there shall be only one Master Developer of Jerome Village, until such time as Jerome Village is fully developed and built out, such that there is no longer a need for a Master Developer. Except as otherwise provided in Article XIX Paragraph D hereof, in the event Jerome Village Company,

LLC desires to assign, transfer and convey its rights and obligations hereunder as the Master Developer of Jerome Village, it shall only be permitted to do so if all, but not less than all, of such rights and obligations are assigned, transferred and conveyed to a single Person who agrees in writing to assume all such rights and obligations. Any such assignment shall be recorded in the Official Records of Union County, Ohio and Delaware County, Ohio.

B. Due to the fact that Jerome Village is a planned community and zoned as a planned unit development pursuant to Section 519.021(B) of the Ohio Revised Code, as amended, until the Turnover Date, only the Master Developer shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property. From and after the Turnover Date, Owners shall be permitted to seek zoning amendments (legislative or administrative) or rezonings from applicable governmental authorities pertaining to the Property only with the prior written consent of the Master Association Board.

C. The Township of Jerome, Union County, Ohio shall be a third party beneficiary of this Article XVIII, entitled to enforce the provisions of this Article XVIII.

## ARTICLE XIX. MISCELLANEOUS

A. Term. This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Master Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Master Association Board to terminate this Master Declaration.

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

C. Amendments. The Master Developer may unilaterally amend this Master Declaration from time to time, without the consent of any Developer or any Owners, if such

amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Lots, Units or Multi-Family Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by the Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (c) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Owner thereof on such date has consented to such amendment in writing. From and after the Turnover Date, the Master Association Board shall have and possess all rights to amend this Master Declaration as provided in the preceding sentence without the consent of any Developer or any Owner; provided, however, that from and after the Turnover Date, the Master Association Board shall have no right or power to modify or amend the provisions of Article XVIII hereof. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Master Declaration specifying that such additional property is part of the Property. An amendment to this Master Declaration shall not require the joinder or consent of any Developer, the Master Association, the Master Association Board, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by the Master Developer prior to the Turnover Date, and thereafter by the Master Association Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached Bylaws may be amended only by the Master Association Board. No amendment to this Master Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio and Delaware County, Ohio.

D. Master Developer's Rights to Complete Development. The Master Developer, and within each Development Phase the applicable Developer, with the written approval of the Master Developer, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Development Phase; (b) construct or alter Improvements on any property owned by the Master Developer; (c) within each Development Phase, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Master Developer, the Developer or the Master Association; or (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Property. Further, the Master Developer and each Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not

limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of the Master Developer or require the Master Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Master Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by the Master Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Master Developer to seek or obtain the approval of the Master Association Board or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by the Master Developer. Nothing in this Section shall limit or impair the reserved rights of the Master Developer or Developers as elsewhere provided in this Master Declaration. Each, some or all of the rights reserved by the Master Developer herein may be assigned, in whole or in part and with or without limitations or restrictions, to the Developer(s) of each such Development Phase, to the extent and as the Master Developer sees fit in its sole and absolute discretion.

E. Master Developer's Rights to Replat the Master Developer's Property. The Master Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by the Master Developer shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Master Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

1. any amendment of this Master Declaration or the Bylaws;

2. any termination of the Master Association; and

3. any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours, subject to the limitations contained in Article XI Paragraph I hereof.

G. Indemnification. The Master Association shall indemnify every Master Association Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Association Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Master Association Board members, officers and trustees of the Master Association and the members of the Design Review Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Master Association Board members, officers and trustees of the Master Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Master Association (except to the extent that such Master Association Board members, officers or trustees may also be Members of the Master Association), and the Master Association shall indemnify and forever hold its Master Association Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Master Association Board or Design Review Board member, officer or trustee, or former Master Association Board or Design Review Board member, officer or trustee, may be entitled.

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

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

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the property as shown by the records of the Master Association, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

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*Signature page to follow.*

IN WITNESS WHEREOF, Jerome Village Company, LLC, as the Declarant and the Master Developer, has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

**Stewart Title Agency of Columbus Box** 20101153 cm

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OR 907 PG 614

IN WITNESS WHEREOF, J.A.S. Limited Partnership has caused this Master Declaration to be executed by its duly authorized representative as of the day and year first above written.

J.A.S. LIMITED PARTNERSHIP,
as an Adjoining Owner

By: _____
Name: Dan Stone
Title: Member

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 3rd day of February, 2011, by Dan Stone, the Member of J.A.S. LIMITED PARTNERSHIP, on behalf of J.A.S. Limited Partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public MARCIA A. McCOY
Notary Public
State of Ohio
My Commission Expires April 15, 2012

{00019142-16}



OR 907 PG 615

IN WITNESS WHEREOF, William H. Marx, Jr., and Christine S. Marx, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

WILLIAM H. MARX, JR.,
as an Adjoining Owner

CHRISTINE S. MARX,
as an Adjoining Owner

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by WILLIAM H. MARX, JR., as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

STATE OF OHIO )
COUNTY OF Licking ) SS:

The foregoing instrument was acknowledged before me this 15th day of February, 2011, by CHRISTINE S. MARX, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

ANNETTE M. MEEK
Notary Public, State of Ohio
Licking County
My Comm. Expires Feb. 20, 2013

Notary Public

{00019142-16}



OR 907 PG 616

IN WITNESS WHEREOF, Scott E. Sonnenberg and Jennifer L. Sonnenberg, husband and wife, have caused this Master Declaration to be executed as of the day and year first above written.

SCOTT E. SONNENBERG,
as an Adjoining Owner

Scott E. Sonnenberg

JENNIFER L. SONNENBERG,
as an Adjoining Owner

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by SCOTT E. SONNENBERG, as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C

Notary Public

STATE OF OHIO )
COUNTY OF Union ) SS:

The foregoing instrument was acknowledged before me this 15 day of February 2011, by JENNIFER L. SONNENBERG, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Notary Public

IN WITNESS WHEREOF, Barbara Wilcox, Trustee of the Charles Wilcox Trust, has caused this Master Declaration to be executed as of the day and year first above written.

BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as an Adjoining Owner

Barbara J Wilcox

STATE OF OHIO )
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 5th day of February 2011 by BARBARA WILCOX, Trustee of the Charles Wilcox Trust, as her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

CHARLES G. KAPS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

Charles G Kaps
Notary Public

{00019142-16}



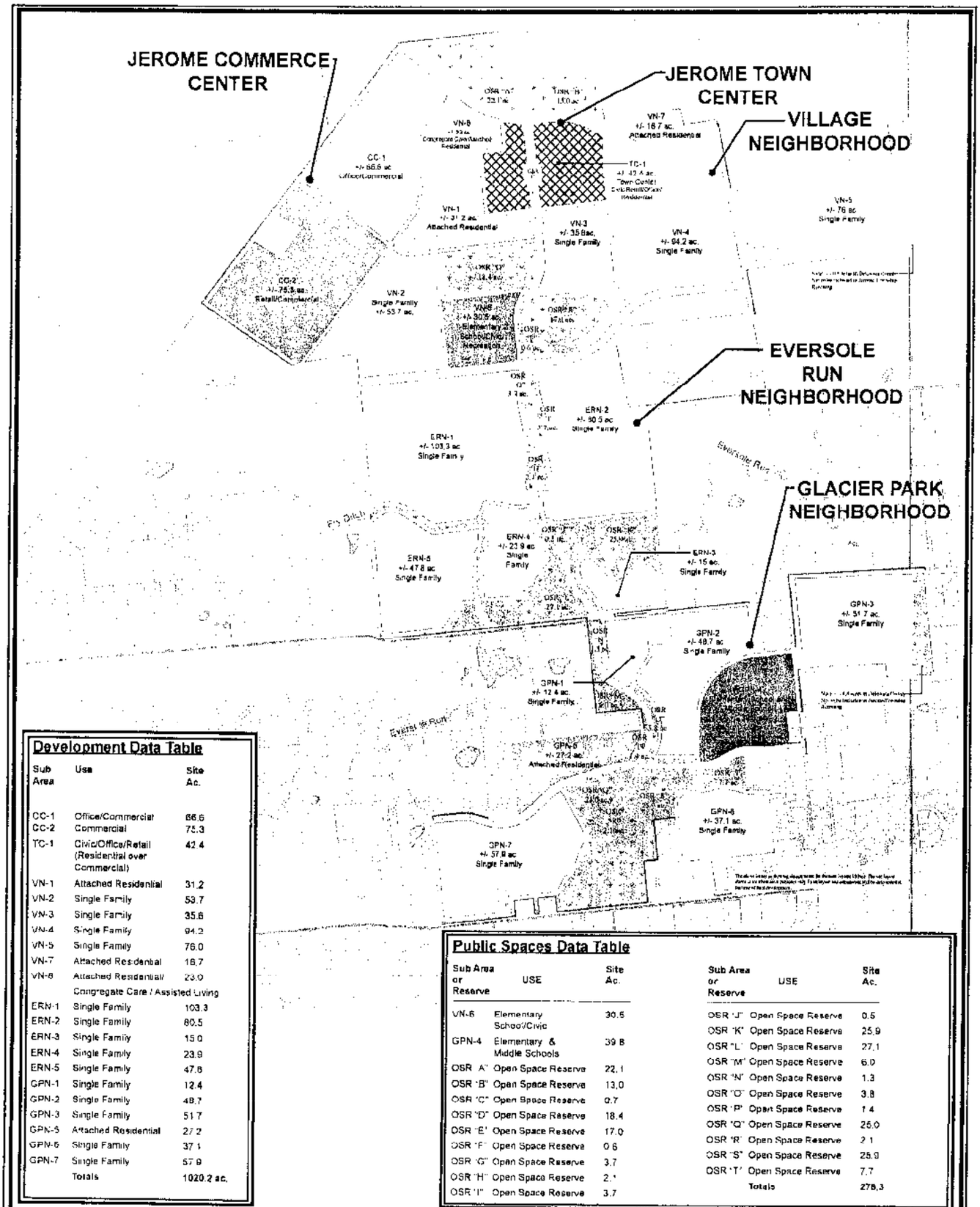
OR 907 PG 618

## LIST OF EXHIBITS

| | |
|---|---|
| EXHIBIT A | Master Plan Area for Jerome Village |
| EXHIBIT B | Initial Property owned by the Declarant and the Master Developer Subject to this Master Declaration |
| EXHIBIT C | Initial Property owned by Adjoining Owners Subject to this Master Declaration |
| EXHIBIT D | Open Space Plan for Common Property |
| EXHIBIT D-1 | Delaware County Open Space |
| EXHIBIT E | Bylaws of the Master Association |

EXHIBIT A

MASTER PLAN AREA FOR JEROME VILLAGE




## Development Data Table

| Sub Area | Use | Site Ac. |
|---|---|---|
| CC-1 | Office/Commercial | 86.6 |
| CC-2 | Commercial | 75.3 |
| TC-1 | Civic/Office/Retail (Residential over Commercial) | 42.4 |
| VN-1 | Attached Residential | 31.2 |
| VN-2 | Single Family | 53.7 |
| VN-3 | Single Family | 35.6 |
| VN-4 | Single Family | 94.2 |
| VN-5 | Single Family | 76.0 |
| VN-7 | Attached Residential | 16.7 |
| VN-8 | Attached Residential/ Congregate Care / Assisted Living | 23.0 |
| ERN-1 | Single Family | 103.3 |
| ERN-2 | Single Family | 80.5 |
| ERN-3 | Single Family | 15.0 |
| ERN-4 | Single Family | 23.9 |
| ERN-5 | Single Family | 47.8 |
| GPN-1 | Single Family | 12.4 |
| GPN-2 | Single Family | 48.7 |
| GPN-3 | Single Family | 51.7 |
| GPN-5 | Attached Residential | 27.2 |
| GPN-6 | Single Family | 37.1 |
| GPN-7 | Single Family | 57.9 |
| | Totals | 1020.2 ac. |

## Public Spaces Data Table

| Sub Area or Reserve | USE | Site Ac. |
|---|---|---|
| VN-6 | Elementary School/Civic | 30.6 |
| GPN-4 | Elementary & Middle Schools | 39.8 |
| OSR "A" | Open Space Reserve | 22.1 |
| OSR "B" | Open Space Reserve | 13.0 |
| OSR "C" | Open Space Reserve | 0.7 |
| OSR "D" | Open Space Reserve | 18.4 |
| OSR "E" | Open Space Reserve | 17.0 |
| OSR "F" | Open Space Reserve | 0.6 |
| OSR "G" | Open Space Reserve | 3.7 |
| OSR "H" | Open Space Reserve | 2.1 |
| OSR "I" | Open Space Reserve | 3.7 |
| OSR "J" | Open Space Reserve | 0.5 |
| OSR "K" | Open Space Reserve | 25.9 |
| OSR "L" | Open Space Reserve | 27.1 |
| OSR "M" | Open Space Reserve | 6.0 |
| OSR "N" | Open Space Reserve | 1.3 |
| OSR "O" | Open Space Reserve | 3.8 |
| OSR "P" | Open Space Reserve | 1.4 |
| OSR "Q" | Open Space Reserve | 25.0 |
| OSR "R" | Open Space Reserve | 2.1 |
| OSR "S" | Open Space Reserve | 25.9 |
| OSR "T" | Open Space Reserve | 7.7 |
| | Totals | 278.3 |

Sub Area Land Use Plan

JEROME VILLAGE

OR 907 PG 620

Developer

Nationwide Realty Investors

**EXHIBIT B**
**INITIAL PROPERTY OWNED BY THE DECLARANT AND THE MASTER DEVELOPER SUBJECT TO THIS MASTER DECLARATION**

Tract A (Highland Capital Partners, LLC)

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land described as Parcels 2, 3 and 4 in Certificate of Transfer to Mary Jo Edwards, Trustee of J.T. Edwards, Jr. Revocable Trust, Official Record Volume 40, Page 616 and to John V. Johnson, Trustee, reference made to Deed Volume 258, Page 281, Deed Volume 273, Page 370, and to Deed Volume 270, Page 929 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 17);

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 1095.73 feet to a mag nail set at the southwest corner of a 1.314 acre tract conveyed to Kimberly C. and Douglas P. Anderson (O.R. 33, Pg. 674), said nail being the TRUE POINT OF BEGINNING for the herein described tract:

Thence South 85° 30' 00" West, continuing along the centerline of Brock Road, for a distance of 60.00 feet to a mag nail set at the southeast corner of a 1.4354 acre tract conveyed to Mark H. and Roberta J. Gordon (O.R. 52, PG 189);

Thence North 04° 25' 32" West, leaving said centerline and along the easterly line of said Gordon tract (passing a ½" square iron pin found at 30.08 feet), for a distance of 225.00 feet to a 5/8" iron pin found at 1 ¼" iron pipe at the northeast corner of said Gordon tract;

Thence South 85° 30' 00" West, along the northerly line of said Gordon tract, for a distance of 277.90 feet to the northwest corner of said tract;

Thence South 04° 22' 05" East, along the westerly line of said Gordon tract (passing a 1" iron pipe found, leaning South, at 0.25 feet, a 1" iron pipe found at 200.13 feet, and a spike found at 224.53 feet) for a distance of 225.00 feet to a point in the centerline of Brock Road;

Thence South 85° 30' 00" West, along the centerline of Brock Road, for a distance of 200.00 feet to a mag nail set at the southeast corner of a 33.72 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, Pg. 420);

Thence North 04° 16' 36" West, leaving said centerline and along the easterly line of said Hjelm tract (passing as ¾" iron pipe found at 25.34 feet, and a ¾" iron pipe set at 225.00 feet), for a distance of 1,419.37 feet to a 1 ¼" iron pipe found at an angle point in said easterly line;

Thence North 04° 22' 44" West, continuing along said easterly line, for a distance of 644.38 feet to the southwest corner of a 1.00 acre tract conveyed to Jon E. and Kathy J. Hjelm (O.R. 279, PG 420, Tract I);

Thence North 85° 43' 07" East, along the southerly line of said 1.00 acre tract (passing a 1 ¼" iron pipe found at 0.20 feet) for a distance of 108.99 feet to a 1 1/4" iron pipe found (1.5" deed) at the southeast corner of said 1.00 acre tract;

Thence North 04° 13' 11" West, along the easterly line of said 1.00 acre tract, for a distance of 399.90 feet to a 1 1/4" iron pipe found on the southerly line of a 29.925 acre tract conveyed to John P. Riepenhoff, III (O.R. 230, PG 535, being the northeast corner of said Hjelm 1.00 acre tract;

Thence North 85° 39' 17" East, along the southerly line of said Riepenhoff, III 29.925 acre tract, and along the southerly line of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, PG 743), (passing a ½" iron pipe found at 678.07 feet at the northeast corner of Parcel 2, the northwest corner of Parcel 3 of the herein described Edwards-Johnson, Trustees tract; and passing a ¾" iron pipe found at 810.44, a common corner to the Riepenhoff, III tract and the Rueger Tract) for a total distance of 2,166.26



OR 907 PG 621

feet to a ½" square iron pin found on the westerly line of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444), said iron pin being the northeast corner of the herein described Parcel 3;

Thence South 04° 50' 18" East, along the westerly line of said Siekmann, Trustee tract, along the westerly line of a 17.8 acre tract conveyed to James A. Mechenbier, Trustee (O.R. 1, PG 523), and along part of the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848), (passing a 5/8" rebar found at 399.43 feet) for a distance of 1,033.80 feet to a 1" iron pipe found at the northeast corner of a 13.0758 acre tract conveyed to David Allen and Ladonna Lee Thomas (Deed Volume 298, Page 775), and the southeast corner of the above referenced Parcel 3;

Thence South 85° 19' 10" West, along the northerly line of said Thomas tract, for a distance of 656.37 feet to a 5/8" rebar found at the northwest corner of said tract, being the northeast corner of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr. (O.R. 186, PG 366);

Thence South 85° 27' 17" West, along the northerly line of said Jordan, Sr. tract, for a distance of 839.53 feet to a rusted off, ¾" iron pipe found at the northwest corner of said tract;

Thence South 04° 30' 15" East, along the westerly line of said Jordan, Sr. tract, and along part of the westerly line of a 4.548 acre tract conveyed to Robert M. Newman (Deed Volume 280, PG 439, Parcel II), (passing a 1 ¼" iron pipe found at 605.92 feet, 0.5' left, near the northwest corner of said Newman tract) for a total distance of 1,195.85 feet to the northeast corner of the previously mentioned 1.314 acre Anderson tract, referenced by a 1 1/4" iron pipe found, South 75° 37' 37" West, 1.38 feet from said corner;

Thence South 85° 30' 00" West, along the northerly line of said Anderson Tract, for a distance of 255.97 feet to a 1 1/4" iron pipe found at the northwest corner of said Anderson tract;

Thence South 04° 25' 32" East, along the westerly line of said Anderson tract (passing a 1 ¼" iron pipe found at 194.18 feet) for a distance of 225.00 feet to the TRUE POINT OF BEGINNING, containing 76.449 acres of land.

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 being a part of the above described tract. Said Easement crosses the David Allen and Ladonna Lee Thomas 13.0758 acre tract, and is referenced and described in Deed Volume 298, Page 775.

**Tract B (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being the remaining acreage (45.991 acres by Auditor's Records; Parcel Number 026-00-00-50.003) of an original 90 acre tract referenced in Official Record 37, Page 423, Official Record 89, Page 169 and Official Record 101, Page 98 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence South 06° 11' 27" East, along the centerline of Jerome Road, for a distance of 720.18 feet to a spike found at the southeast corner of a 5.001 acre tract conveyed to Frank W. Pharazyn, Jr. and Maggie Pharazyn (O.R. 101, PG 641), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence South 06° 11' 27" East, continuing along the centerline of Jerome Road, for a distance of 659.80 feet to a spike found at the northeast corner of a 33.865 acre tract conveyed to Robert Siekmann, Trustee (O.R. 158, PG 444);

Thence South 83° 42' 33" West, leaving said centerline and along the northerly line of said Siekmann, Trustee tract (passing a 5/8" rebar found at 30.00 feet), for a distance of 1,772.53 feet to the southeast corner of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, PG 119);

Thence North 06° 10' 52" West, along the easterly line of said Siekmann tract (passing a 5/8" rebar found at 0.32 feet) and along the easterly line of said 2.00 acre tract conveyed to John L. and Maryanne Friend (passing a 5/8" rebar found at 916.98 feet at the southeast corner of said 2.00 acre tract, and passing a 5/8" rebar at 1,353.07 feet), for a distance of 1,382.92 feet to a spike found in the centerline of Wells Road, at the northeast corner of said 2.00 acre tract being the northwest corner of the herein described tract;

Thence North 83° 48' 14" East, along the centerline of Wells Road for a distance of 1168.92 feet to a spike found at the northwest corner of a 1.00 acre tract conveyed to Edgar L. and Carol L. Kauffman (Deed Volume 241, Page 256);

Thence South 06° 09' 46" East, leaving the centerline of Wells Road, along the westerly line of said Kauffman 1.00 acre tract (passing a 5/8" rebar found at 29.89 feet) for a distance of 210.56 feet to a bent 3/4" iron pipe found at the southwest corner of said 1.00 acre tract;

Thence North 83° 48' 14" East, along the southerly line of said 1.00 acre tract for a distance of 174.83 feet to the northwest corner of the previously referenced 5.001 acre Frank W. Pharazyn, Jr. and Maggie Pharazyn tract;

Thence South 06° 20' 38" East, along the westerly line of said 5.001 acre tract (passing a 5/8" rebar found at 0.70 feet), for a distance of 510.71 feet to a 5/8" rebar found at the southwest corner of said 5.001 acre tract;

Thence North 83° 39' 30" East, along the southerly line of said 5.001 acre tract (passing 5/8" rebar found at 397.44 feet) for a distance of 427.28 feet to the TRUE POINT OF BEGINNING, containing 48.281 acres of land, more or less.

Together with that certain non-exclusive twenty (20) foot easement for public and private utilities as more particularly reserved in Official Record 101, Page 119, Recorder's Office, Union County, Ohio.

**Tract F (Highland Capital Partners, LLC)**

Situated in Jerome Township, Union County, State of Ohio, being part of Virginia Military Survey No. 2991, being that tract of land (33.865 acres by previous survey and description) conveyed to Robert Siekmann, Trustee, recorded in Official Record 158, Page 444 of the Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the southern centerline intersection of Jerome Road (County Road 11) and Wells Road (County Road 17), being the northeast corner of an original 1.56 acre tract (now a total 1.92 acre tract) conveyed to John W. Barry, Trustee, recorded in Official Record 70, Page 225;

Thence, South 06 degrees, 11 minutes, 27 seconds East, along the centerline of Jerome Road, for a distance of 1,379.99 feet to a spike found at the northeast corner of said Robert Siekmann, Trustee tract, the southeast corner of a 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 367, Page 134), said spike being the TRUE POINT OF BEGINNING for the herein described tract;

Thence, South 06 degrees, 10 minutes, 10 seconds east, continuing along the centerline of Jerome Road, for a distance of 293.67 feet to a mag nail set at the northeast corner of a 0.52 acre tract conveyed to Charles E. Wilcox (Deed Volume 295, Page 190);

Thence South 85 degrees, 16 minutes, 28 seconds west, leaving said centerline and along the northerly line of said Wilcox tract for a distance of 210.51 feet to a ¾" iron pipe found at the northwest corner of said tract;

Thence, South 06 degrees, 17 minutes, 31 seconds east along the west line of said Wilcox tract and along the west line three tracts: A 0.26 acre tract conveyed to Sylvia L. Mock (O.R. 172, Page 751); A 0.582 acre tract conveyed to John T. Edwards III (O.R. 293, Page 220); A 0.53 acre tract conveyed to William E. Dresnek, Jr. (O.R. 301, Page 633); (passing ¾" iron pipes found at 108.48 feet, 167.28 feet and at 292.64 feet) for a total distance of 403.25 feet to a 5/8" rebar found at a southeast corner of said Siekmann, Trustee tract, being on the northerly line of a 17.8 acre tract (by Auditor's records) conveyed to James A. Mechenbier, Trustee (O.R. 1, Page 523);

Thence, South 83 degrees, 50 minutes, 23 seconds west, along the northerly line of said Mechenbier, Trustee tract for a distance of 2,051.49 feet to a 5/8" rebar found on the easterly line of a 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, Page 946), being the northwest corner of the Mechenbier, Trustee tract;

Thence, North 06 degrees, 34 minutes, 23 seconds West, along the easterly line of the Romanelli tract, for a distance of 399.43 feet to a ½" square iron pin found at the northeast corner of said tract, the southeast corner of a 31.668 acre tract conveyed to William J. and Barbara Rueger (O.R. 13, Page 743);

Thence, North 06 degrees, 32 minutes, 17 seconds West, along the easterly line of the Rueger tract, for a distance of 287.07 feet to a 1 ½" iron pipe found at the northeast corner of said tract, being on the south line of a 33.088 acre tract conveyed to Robert W. and Robin Siekmann (O.R. 101, Page 119);

Thence, North 83 degrees, 42 minutes, 33 seconds east, along the southerly line of said Siekmann tract and along the southerly line of the previously referenced 48.281 acre tract conveyed to Glacier Ridge Venture, LLC (O.R. 367, Page 134), (passing a 5/8" rebar found at 2,235.74 feet) for a distance of 2,265.74 feet to the POINT OF BEGINNING, containing 33.874 acres of land, more or less.

**Tract J (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, Township of Jerome, being part of Virginia Military Survey No. 2991, and being all of that land conveyed to David Allen and Ladonna Lee Thomas, recorded in Deed Volume 298, Page 775, of the Union County Recorder's Office, being more particularly described as follows:

Beginning at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16), being the southwest corner of the above referenced Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, page 225);

Thence North 06° 14' 09" West, along the westerly line of said Thomas tract and the easterly line of the Hufnagle tract, along the easterly line of a 15.86 acre tract conveyed to Glenn L. Jordan, Sr., (O.R. 186, PG 366) (passing a 1 ½" iron pipe at 30.00 feet and passing a 5/8" rebar found at 264.00 feet) for a total distance of 1,421.53 feet to a 5/8" rebar found at the northwest corner of said Thomas tract, the northeast corner of said Jordan, Sr. tract and the being in a southerly line of 76.449 acre tract conveyed to Vincent Romanelli (O.R. 366, PG 946);

Thence North 83° 35' 05" East, along the southerly line of said Romanelli 76.449 acre tract for a distance of 656.37 feet to a 1" iron pipe found at the southeast corner of said Romanelli tract, the northeast corner of the Thomas tract and being on the westerly line of a 17.65 acre tract conveyed to Betty J. Coleman, et al (O.R. 32, PG 848);

Thence South 06° 29' 21" East, along the westerly line of said Coleman, etal tract, and along part of the westerly line of a 6.363 acre tract conveyed to Kimberly O'Donnell and the Bankruptcy Estate of Timothy Morley, Larry E. Staats, Trustee (O.R. 358, PG 289) passing a 5/8" rebar found at the northwest corner of

said 6.363 acre tract at 273.92 feet, for a total distance of 840.20 feet to a 1 ¼" iron pipe found at the northeast corner of a 1.968 acre tract conveyed to Judith Morley (Life Estate) etal (O.R. 358, PG 292);

Thence South 83° 32' 48" West, along the northerly line of said Morley, etal tract and along the north line of a 1.35 acre tract conveyed to Gerald N. and Dianna L. Upper for a distance of 200.33 feet to a 5/8" iron pipe found at the northwest corner of said Upper tract;

Thence South 06° 35' 59" East, along the westerly line of said Upper tract for a distance of 62.75 feet to a 1 ½" iron pipe found at the northeast corner of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484);

Thence South 83° 59' 09" West, along the northerly line of said Williams tract (passing a 1 1/2" iron pipe found at 170.67 feet) for a distance of 399.16 feet to a ¾" iron pipe found at the northwest corner of said Williams tract;

Thence South 06° 14' 09" East, along the westerly line of said Williams tract and along the westerly line of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, Page 676) passing a 1 ½" iron pipe found at 257.87 feet at the northwest corner of said 1.39 acre tract, and passing a 1 ¼" iron pipe found at 491.67 feet, for a total distance of 521.67 feet to a point in the centerline of Brock Road (County Road 16);

Thence South 83° 59' 50" West, along the centerline of Brock Road, for a distance of 61.00 feet to the TRUE POINT OF BEGINNING, containing 14.074 acres of land. Excepting a 1.00 acre tract of land conveyed to C. James and Juanita Fry, recorded in Deed Volume 238, Page 290 of the Union County Recorder's Office. Said 1.00 acre tract lies within the above described boundary and is more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southwest corner of the above-described Thomas tract, the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 83° 59' 50" East, along the centerline of Brock Road for a distance of 61.00 feet to the southwest corner of a 1.39 acre tract conveyed to the Trustees of the Jerome United Methodist Church (Deed Volume 265, PG 676);

Thence North 06° 14' 09" West, along the westerly line of said 1.39 acre tract, and along the westerly line of a 3.4136 acre tract conveyed to J. Wesley and Patricia E. Williams (O.R. 62, PG 484), passing a 1 1/4" iron pipe at 30.00 feet, passing a 1 ½" iron pipe at 263.80 feet, for a total distance of 521.67 feet to a 3/4" iron pipe found at the northwest corner of said 3.4136 acre tract, being a corner to the Thomas tract;

Thence North 06° 14' 09" West, crossing a portion of the above described Thomas tract, for a distance of 60.00 feet to a ¾" iron pipe found at the southwest corner of the 1.00 acre Fry tract and the TRUE POINT OF BEGINNING for the herein described exception;

Thence North 06° 14' 09" West, along the west line of a said 1.00 acre tract, for a distance of 311.14 feet to a ¾" iron pipe found at the northwest corner of said 1.00 acre tract;

Thence North 83° 59' 09" East, along the north line of said tract, for a distance of 140.00 feet to the northeast corner of said tract, being appoint in an existing pond;

Thence South 06° 14' 09" East, along the east line of said 1.00 acre tract (passing a ¾" iron pipe found at 33.24 feet, 0.29' right) for a total distance of 311.14 feet to a 1" iron pipe found at the southeast corner of said tract;

Thence South 83° 59' 09" West, along the south line of said tract for a distance of 140.00 feet to the TRUE POINT OF BEGINNING, said exception containing 1.00 acres.



OR 907 PG 625

The herein described tract of land containing 13.074 acres, more or less (after said 1.00 acre exception).

Together with and subject to Covenants, Easements and Restrictions of record, including a non-exclusive easement for ingress and egress, appurtenant to and for the benefit of Parcel 3 of the Mary Jo Edwards, Trustee and John V. Johnson, Trustees property as referenced in Official Record 40, Page 616, said Parcel 3 now being a part of the Vincent Romanelli 76.449 acre tract (O.R. 366, PG 946). Also subject to an easement for ingress and egress for the C. James and Juanita Fry 1.00 acre tract referenced in Deed Volume 238, Page 290 and Deed Volume 298, Page 775. Also subject to an easement to Ohio Edison Company recorded in Deed Volume 208, Page 459.

**Tract C (Hufnagle)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 2.00 acre tract of land conveyed to John D. Hufnagle by deed of record in Official Record 199, Page 225 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike set;

Thence along the easterly line of a 2.00 acre tract of land conveyed to the Robert M. Newman by deed of record in Deed Record 280, Page 439, North 06° 14' 14" West a distance 264.00 feet (passing a 2 inch diameter iron pipe at 29.92 feet, said pipe is 0.25 feet west of the property line) to a point, said point being referenced by a ¾ inch diameter iron pipe found bearing S 14° 19' 48" E at a distance of 0.40 feet;

Thence along the southerly line of a 15.856 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653, North 83° 50' 14" East a distance of 330.00 feet to a 5/8 inch diameter iron pipe found in the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the westerly line of said 171.678 acre tract South 06° 14' 14" East a distance of 264.00 feet (passing a 2 inch diameter iron pipe at 234.03 feet, said pipe being 0.36 feet west of the property line) to the POINT OF BEGINNING and containing 2.00 acres, more or less.

**Tract E (Weeks Family Limited Partnership)**

**Parcel 1**

Situated in Survey Number 3005, Survey Number 3244, and Survey Number 5234 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remainder of the original 139.20 acre tract of land and the original 30 acres tract of land conveyed to Ruth A. Weeks Family Limited Partnership by Deed of record in Official Record 174, Page 257 and the remainder of the original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Beginning at a survey nail set at the intersection of the centerline of U.S. Route 42 with the westerly line of VMS 3005, said point being the northeasterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 3244, and the westerly line of a 164.868 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669 Page

653, South 07° 13' 09" East a distance of 753.47 feet (passing a 5/8 inch diameter iron pin found at 43.10 feet) to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract North 83° 08' 30" East a distance of 1363.76 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 164.868 acre tract South 06° 24' 57" East a distance of 652.55 feet (passing a 5/8 inch diameter iron pin found at 470.00 feet) to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 06° 15' 42" East a distance of 2001.92 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 193.75 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498, South 83° 14'19" West a distance of 1357.42 feet to a stone found;

Thence along the easterly line of said 193.75 acre tract North 06° 25' 30" West a distance of 223.89 feet to a stone found;

Thence along the northerly line of said 193.75 acre tract South 81° 32' 25" West a distance of 904.20 feet to an iron pin set at an angle point;

Thence continuing along the northerly line of said 193.75 acre tract North 56° 09' 17" West a distance of 1555.11 feet (passing a ¾ inch diameter iron pipe found at 1525.44 feet) to a survey nail set in the centerline of U.S Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1017.69 feet to a survey nail set at the southwesterly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by Deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 75° 09' 07" East a distance of 515.92 feet (passing an iron pin set at 32.36 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 5.00 acre tract North 36° 50' 53" East a distance of 488.67 feet to an iron pin set;

Thence along the northerly line of said 5.00 acre tract North 64° 58' 27" West a distance of 488.72 feet (passing an iron pin set at 458.07 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 1433.77 feet to the POINT OF BEGINNING and containing 164.395 acres, more or less, of which 82.912 acres are in VMS 3005 (Dublin LSD), 24.278 acres are VMS 3244 (Fairbanks LSD), and 57.205 acres are in VMS 5234 (Fairbanks LSD).

**Parcel 2**

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 2243.81 feet to a railroad spike found at the TRUE POINT OF BEGINNING;



OR 907 PG 627

Thence along the northerly line of a 194.363 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 672, Page 527, South 83° 19' 38" West a distance of 659.75 feet (passing an iron pin found at 30.19 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract North 11° 13' 29" West a distance of 734.25 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the northerly line of said 194.363 acre tract South 83° 35' 44" West a distance of 1464.04 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 164.868 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 669, Page 653, North 10° 57' 19" West a distance of 652.74 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 164.868 acre tract and a 20.079 acre tract of land conveyed to William H. Marx, Jr. and Christine S. Marx by deed of record in D.V. 294, Page 324, North 83° 17' 52" East a distance of 2119.43 feet (passing a 5/8 inch diameter iron pin found at 510.96 feet and an iron pin set at 2089.34 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1395.27 feet to the TRUE POINT OF BEGINNING and containing 43.026 acres, more or less.

**Tract H (Yerke)**

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the same 19.406 acre tract of land conveyed to Dan Slane by deed of record in Official Record 566, Page 845 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hyland-Croy Road (County Road 2) with the centerline of Brock Road (County Road 16);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1693.80 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 50' 14" West a distance of 786.41 feet to a survey nail set;

Thence along the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards Trustee of the Mary Jo Edwards Revocable Trust by deed of record in D.V. 326, Page 508, North 06° 04' 55" West a distance of 1073.28 feet (passing an iron pin set at 30.00 feet and a 5/8 inch diameter iron pin found at 1072.29 feet) to a 10 inch wood fence post;

Thence along the southerly line of a 33.720 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in O.R. 279, Page 420, North 83° 51' 24" East a distance of 786.72 feet to an iron pin set;

Thence along the westerly line of said 33.720 acre tract South 06° 03' 56" East a distance of 1073.01 feet (passing an iron pin found at 1047.65) to the TRUE POINT OF BEGINNING and containing 19.378 acres, more or less.

**Tract I (Highland Capital Partners, LLC)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of the remaining portion of an original 165.40 acre tract of land conveyed to Lee C. Schacherbauer, Trustee of the Lee C. Schacherbauer Trust dated September 29, 1993 by deed of record in Official Record 275, Page 646 and being more particularly described as follows:

Beginning at a monument box found at the intersection of the centerline of U.S. Route 42 with the centerline of Harriott Road (County Road 18);

Thence along the centerline of Harriott Road, the northerly line of VMS 3005, and the northerly line of Jerome Township North 84° 42' 48" East a distance of 1427.25 feet to a railroad spike found at the northwesterly corner of a 20.000 acre tract of land conveyed to the Presbytery of Scioto Valley by deed of record in Official Record 565, Page 852;

Thence along the westerly line of said 20.000 acre tract south 09° 58' 13" East a distance of 699.30 feet (passing a ¾ inch diameter iron pipe at 20.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the southerly line of said 20.000 acre tract north 84° 42' 48" East a distance of 1250.00 feet to a ¾ inch diameter iron pipe found in the westerly line of a 2.000 acre tract of land conveyed to James C. Priday by deed of record in Official Record 337, Page 231;

Thence along the westerly line of said Priday tract, the westerly line of a 7.397 acre tract of land conveyed to Susan K. Lasley by deed of record in Official Record 176, Page 593, and the westerly line of a 20.079 acre tract of land conveyed to William H. Marx Jr. and Christine S. Marx by deed of record in Deed Volume 294, Page 324, South 09° 58' 13" East a distance of 1208.48 feet to a 5/8 inch diameter iron pin set in the northerly line of a 45 acre tract conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 260;

Thence along the northerly line of said 45 acre tract South 84° 16' 57" West a distance of 510.96 feet to a 5/8 inch diameter iron pin set;

Thence along the westerly line of said 45 acre tract South 09° 58' 13" East a distance of 652.74 feet to a 5/8 inch diameter iron pin set in the northerly line of a 193.35 acre tract of land conveyed to William R. Miller and Kris A. Miller by deed of record in Deed Volume 322, Page 468;

Thence along the northerly line of said Miller tract South 84° 34' 54" West a distance of 2092.32 feet to a 5/8 inch diameter iron pin set in the easterly line of a 139.20 acre tract of land conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257;

Thence along the easterly line of said 139.20 acre tract and a 30 acre tract of land also conveyed to the Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 257 North 05° 24' 49" West a distance of 652.25 feet to a 5/8 inch diameter iron pin set;

Thence along the northerly line of said 30 acre tract South 84° 07' 35" West a distance of 1363.76 feet to a 5/8 inch diameter iron pin set in the westerly line of VMS 3005 and in the westerly line of Jerome Township;

Thence along the easterly line of said 30 acre tract, the westerly line of VMS 3005, and the westerly line of Jerome Township North 06° 14' 03" West a distance of 753.74 feet (passing an iron pin set at 710.61 feet) to a survey nail set in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 37° 50' 30" East a distance of 1233.77 feet to a survey nail set at an angle point in said centerline;

Thence continuing along the centerline of U.S. Route 42, North 37° 49' 07" East a distance of 367.43 feet to the point of beginning and containing 164.868 acres, more or less.

**Tracts N & R**
**Parcel 1 (Miller)**

Situated in Virginia Military Survey 3005, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to William R. and Kris A. Miller by deed of record in D.V. 322, Page 468 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road and Hill Road;

Thence along the centerline of Jerome Road North 11° 14' 40" West a distance of 889.05 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in O.R. 318, Page 415 and a 45.890 acre tract of land conveyed to Parul R. and Mary R. Henderlong by deed of record in O.R. 329, Page 100 South 83° 43' 01" West a distance of 2554.59 feet (passing an iron pin found at 30.19 feet) to an iron pin found in the northeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox Trustee by deed of record in O.R. 294, Page 397;

Thence along the northerly line of said 52.00 acre tract South 83° 06' 35" West a distance of 1842.85 feet to a 5/8 inch diameter iron pin found in the easterly line of a 14.900 acre tract of land conveyed to Select Sires Inc. by deed of record in D.V. 251, Page 498;

Thence along the easterly line of said 14.900 acre tract and a 67.950 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 257, North 06° 15' 42" West a distance of 2088.56 feet to a 5/8 inch diameter iron pin found in the southwesterly corner of a 164.868 acre tract of land conveyed to Glacier Ridge Venture LLC by deed of record in O.R. 613, Page 661;

Thence along the southerly line of said 164.868 acre tract and a 41.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in O.R. 174, Page 260, North 83° 35' 44" East a distance of 3556.18 feet (passing a 5/8 inch diameter iron pin found at 2092.14 feet) to an iron pin set in the easterly line of said 41.000 acre tract;

Thence along the easterly line of said 41.000 acre tract South 11° 13' 29" East a distance of 734.25 feet to an iron pin set in the southwesterly corner of said 41.000 acre tract;

Thence along the southerly line of said 41.000 acre tract North 83° 19' 38" East a distance of 660.00 feet (passing an iron pin set at 629.90 feet) to a survey nail set in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 40" East a distance of 1354.60 feet to the TRUE POINT OF BEGINNING and containing 194.363 acres, more or less.

LESS AND EXCEPT:

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527 and being more particularly described as follows:

COMMENCING at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 889.20 feet to a railroad spike found at the grantor's southeasterly corner and the northeasterly corner of a 1.646 acre tract of land conveyed to John and Lisa Dejarnette by deed of record in Official Record 318, Page 415, said point being the TRUE POINT OF BEGINNING;

Thence along the grantor's southerly line, the northerly line of said 1.646 acre tract, and the northerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by deed of record in Official Record 329, Page 100, South 83° 43' 01" West a distance of 1996.34 feet (passing a 5/8 inch diameter iron pin found at 30.08 feet) to an iron pin set;

Thence North 11° 10' 46" West a distance of 266.61 feet to an iron pin set;

Thence North 83° 56' 03" East a distance of 1996.68 feet (passing an iron pin set at 1966.56 feet) to a survey nail set in the grantor's easterly line, said point being the centerline of Jerome Road;

Thence along the grantor's easterly line and the centerline of Jerome Road South 11° 15' 03" East a distance of 259.04 feet to the POINT OF BEGINNING and containing 12.000 acres, more or less.

**Parcel 2 (Bonta)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to Lisa M. Bonta by deed of record in D.V. 312, Page 114 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Brock Road and Jerome Road;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 1272.72 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline, South 84° 01' 23" West a distance of 225.26 feet to a survey nail set in the southeasterly corner of a 2.430 acre tract of land conveyed to Roger B. and Mildred E. Lusk by deed of record in O.R. 254, Page 153;

Thence along the easterly line of said 2.430 acre tract, North 09° 19' 47" West a distance of 498.74 feet (passing an iron pin set at 30.05 feet) to an iron pin set in the northeasterly corner of said 2.430 acre tract;

Thence along the northerly line of said 2.430 acre tract, South 84° 05' 13" West a distance of 231.00 feet to an iron pin set in the northeasterly corner of a 3.951 acre tract of land conveyed to Shawn and Heidi C. Savage by deed of record in D.V. 313, Page 31;

Thence along the northerly line of said 3.951 acre tract, South 85° 40' 52" West a distance of 171.80 feet to an iron pipe found;

Thence along the easterly line of said 3.951 acre tract, North 05° 54' 30" West a distance of 648.58 feet to an iron pin set in the southerly line of a 17.650 acre tract of land conveyed to Betty J. Coleman Life Estate by deed of record in O.R. 32, Page 848;

Thence along the southerly line of said 17.650 acre tract, the southerly line of a 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216 and the southerly line of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 North 84° 05' 39" East a distance of 1344.22 feet to a stone found in the northwesterly corner of a 0.347 acre tract of land conveyed to Christoper Gerardi and Jun Kawabe by deed of record in O.R. 599, Page 990;

Thence along the westerly line of said 0.347 acre tract, the westerly line of a 0.668 acre tract of land conveyed to Mark D. and Cynthia L. Faulk by deed of record in O.R. 621, Page 975, the westerly line of a 0.780 acre tract of land conveyed to Florence M. Faulk by deed of record in O.R. 85, Page 512 and the westerly line of a 2.020 acre tract of land conveyed to Aaron D. Plank by deed of record in O.R. 300, Page 512, South 06° 19' 44" East a distance of 653.98 feet to an iron pin set;

Thence along the northerly line of said 2.020 acre tract, the northerly line of a 4.000 acre tract of land conveyed to Larry E. and Patricia J. Hopper by deed of record in D.V. 333, Page 530 and the northerly line of a 1.444 acre and a 1.442 acre tract of land conveyed to Patrick R. and Diedre J. Rengel by deed of record in D.V. 332, Page 75, South 83° 44' 47" West a distance of 693.00 feet to an iron pin set in the northwesterly corner of said 1.444 acre tract;

Thence along the westerly line of said 1.442 acre tract, South 06° 06' 29" East a distance of 492.71 feet (passing an iron pin set at 462.71 feet) to the TRUE POINT OF BEGINNING and containing 22.965 acres, more or less.

**Tract O (Highland Capital Partners, LLC)**

Situated in the State of Ohio, County of Union, being part of Virginia Military Survey No. 2991, in the Township of Jerome, and being that land conveyed to Glenn L. Jordan, Sr. (15.860 acres by deed), recorded in Official Record 189, Page 366, Union County Recorder's Office, being more particularly described as follows:

Commencing at a spike found at the centerline intersection of Hyland-Croy Road (County Road 2) and Brock Road (County Road 16) being the southeast corner of a 2.00 acre tract conveyed to John D. Hufnagle (Official Record 199, Page 225);

Thence North 06 Deg. 14' 09" West along the easterly line of the Hufnagle 2.00 acre tract (passing an 1 ½" iron pipe found at 30.00 feet) for a distance of 264.00 feet to a 5/8" rebar found at the northeast corner of said Hufnagle tract, the southeast corner of the herein described Jordan tract, being the TRUE POINT OF BEGINNING of the tract for the herein described tract;

Thence South 83° 45' 55" West along the northerly line of said Hufnagle 2.00 acre tract for a distance of 329.98 feet to a 3/4" iron pipe set on the east line of Parcel III (2.00 acres) conveyed to Robert M. Newman (Deed Volume 280, Page 439), being the northwest corner of said Hufnagle tract;

Thence North 06° 14' 20" West, along the east line of said Newman Parcel III and along the east line of Parcel I (3.00 acres), conveyed to said Newman as part of D. Vol. 280, Page 439 (passing a 1 ½" iron pipe at 62.18 feet) for a distance of 551.32 feet to the northeast corner of said Parcel I;

Thence South 83° 43' 18" West along the north line of said Parcel I (passing a 1 ½" iron pipe found at 0.50 feet) and along the northerly line of Parcel II, conveyed to said Newman (passing a 1 ¼" iron pipe found at 508.99 feet), for a distance of 509.49 feet to the northwest corner of said Parcel II, being a point on the east line of a 76.449 acre tract conveyed to Glacier Ridge Ventures, LLC (Official Record 391, Page 869);

Thence North 06° 14' 20" West along an easterly line of said Glacier Ridge Venture, LLC 76.449 acre tract for a distance of 605.92 feet to a rusted-off ¾" iron pipe found at the northwest corner of the herein described tract;

Thence North 83° 43' 12" East, along a southerly line of said 76.449 acre tract for a distance of 839.53 feet to a 5/8" rebar found at the northeast corner of the herein described tract, being the northwest corner of a 13.074 acre tract conveyed to Glacier Ridge Venture, LLC (Official Record 399, Page 894);

Thence South 06° 14' 09" East along the westerly line of said Glacier Ridge Venture, LLC 13.074 acre tract for a distance of 1157.53 feet to the TRUE POINT OF BEGINNING, containing 15.856 acres of land, more or less.

**Tract P (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being an original 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 220, an original 1.000 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 216, and an original 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort), said point also being the northwesterly corner of Lot 38 on the Plat of said Village;

Thence along the westerly line of said Lot 38, Lot 40 and Faulk Street (30 feet wide) South 06° 11' 08" East a distance of 120.11 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 0.544 acre tract of land conveyed to Kent and Susan Kinzer by deed of record in O.R. 228, Page 353, South 83° 54' 05" West a distance of 246.93 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 0.544 acre tract South 06° 07' 16" East a distance of 105.86 feet to a stone found at the northeasterly corner of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 454.35 feet (passing a ¾ inch diameter iron pipe at 226.89 feet) to a 5/8 inch diameter iron pin found;

Thence along the easterly line of a 20 acre tract conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848, North 06° 11' 53" West a distance of 226.06 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 20 acre tract North 84° 08' 41" East a distance of 454.66 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 20 acre tract North 83° 49' 46" East a distance of 246.79 feet to the POINT OF BEGINNING and containing 3.036 acre, more or less, of which 0.680 acres were found to be in the original 0.682 acre tract, 1.000 acre was found to be in the original 1.000 acre tract, and 1.356 acres were found to be in the original 1.350 acre tract.

**Tract Q (Coleman)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the remainder of an original 20 acre tract of land conveyed to Betty J. Coleman (Life Estate) by deed of record in O.R. 32, Page 848 and being more particularly described as follows:

Beginning at a ¾ inch diameter iron pipe found at the northwesterly corner of the northern terminus of Faulk Street (30' wide) in the Village of Jerome (formerly Frankfort) said point also being the northwesterly corner of Lot 38 in Plat of said Village;

Thence along the northerly line of a 0.682 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338 , Page 220, South 83° 49' 46" West a distance of 246.79 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly lien of a 1.350 acre tract of land conveyed to Roger L. and Linda M. Coleman by deed of record in D.V. 338, Page 218, South 84° 08' 41" West a distance of 454.66 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of said 1.350 acre tract South 06° 11' 53" East a distance of 226.06 feet to a 5/8 inch diameter iron pin found in the northerly line of a 22.965 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 530;

Thence along the northerly line of said 22.965 acre tract South 84° 05' 39" West a distance of 889.87 feet to a 5/8 inch diameter iron pin found;

Thence along the northerly line of a 3.951 acre tract conveyed to Shawn and Heidi Savage by deed of record in O.R. 673, Page 353 and a 6.987 acre tract conveyed to Andrew P. and Judith Dejaco, Trustees by deed of record in O.R. 583, Page 130, South 84° 11' 46" West a distance of 330.30 feet to a 5/8 in diameter iron pin found;

Thence along the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 30' 15" West a distance of 274.00 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 288.82 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of a 17.8 acre tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523, North 83° 38' 46" East a distance of 1074.97 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land South 33° 51' 59" East a distance of 223.91 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of said 17.8 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in D.V. 313, Page 249, North 83° 00' 43" East a distance of 756.71 feet (passing a ¾ inch diameter iron pipe found at 451.67 feet) to an iron pin set;

Thence along the westerly line of a 0.46 acre tract of land conveyed to Rodney and Dorothy Coleman by deed of record in D.V. 272, Page 480, South 06° 50' 14" East a distance of 161.46 feet to an iron pin set in the northern terminus of Faulk Street and in the northerly line of Lot 38 in the Village of Jerome;

Thence along the northern terminus line of Faulk Street and the northerly line of Lot 38 in the Village of Jerome South 83° 49' 46" West a distance of 12.37 feet to the TRUE POINT OF BEGINNING and containing 18.040 acres, more or less.

**Tract T (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County, and being a resurvey of an original 5.3422 acres tract of land conveyed to Joseph L. Andrews and Norma J. Andrews by deed of record in Deed Book 275, Page 876, Union County Recorder's Office, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, South 07 Deg. 45' 00" East, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 300.18 feet) to a survey nail set and the TRUE POINT OF BEGINNING;

Thence along the southerly line of a 58.627 acre tract of land conveyed to Joe L. Andres and Ruth D. Gamble by deed of record in Deed Record 291, Page 234 North 85 Deg. 24' 34" East, a distance of 674.78 feet (passing an iron pin set at 30.05 feet) to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract North 07 Deg. 46' 52" West, a distance of 200.08 feet to a 1 inch diameter iron pipe found;

Thence continuing along the southerly line of said 58.627 acre tract North 85 Deg. 24' 06" East, a distance of 552.60 feet to an iron pin set;

Thence continuing along the southerly line of said 58.627 acre tract South 07 Deg. 17' 37" East, a distance of 300.09 feet to a 1 inch diameter iron pin found at the northeasterly corner of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, page 504;

Thence along the northerly line of said Robson tract and the northerly line of a 7 acre cemetery conveyed to the Trustees of Jerome Township by deed of record in Deed Record 193, Page 556, South 85 Deg. 23' 33" West, a distance of 1224.86 feet (passing a 5/8 inch diameter iron pin found at 565.32 feet and a ¾ inch diameter iron pipe found at 1184.83 feet) to a survey nail set in the centerline of Jerome Road and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 100.43 feet to the POINT OF BEGINNING containing 5.346 acres, more or less.

**Tract U (Highland Capital Partners, LLC)**

Situated in the State of Ohio, in Survey Number 2365 of the Virginia Military Lands, Jerome Township, Union County, and Concord Township, Delaware County and being a resurvey of an original 58.627 acres tract of land conveyed to Joe L. Andrews and Ruth D. Gamble, Trustees by deeds of record in Deed Record 291, Page 234 and Official Record 511, Page 675, Union County, Recorder's Office and by deed of record in Deed Volume 463, Page 448, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (Union County Road 11-D) with the centerline of Wells Road (Jerome Township Road 17-B);

Thence along the centerline of Wells Road north 85 Deg. 18' 43" East, a distance of 1778.21 feet (passing an old tract line at 1234.20 feet) to a railroad spike found on the Union-Delaware County line;

Thence crossing the County Line along the centerline of Cook Road (Concord Township Road 132) North 85 Deg. 34' 05" East, a distance of 173.19 feet to a railroad spike found, said point being the northwest corner of the Coolmore Estates (Plat Cabinet 1, Slide 478, Delaware County Recorder's Office);

Thence along the Grantors easterly line and the westerly line of Lanes End Subdivision (Plat Cabinet 3, Slide 363, Delaware County Recorder's Office) South 07 Deg. 36' 07" East, a distance of 1557.43 feet (passing a 5/8 inch diameter iron pin found at 30.00 feet and being 0.13 feet west of line and also passing a 5/8 inch diameter iron pin found at 775.81 feet) to a ¾ inch diameter iron pin found;

Thence along the northerly line of a 8.804 acre tract conveyed to Karen R. Schirmer by deeds of record in Official Record 190, Page 713, Union County Recorder's Office and Official Record 668, Page 430, Delaware County Recorder's Office, South 85 Deg. 32' 06" West, a distance of 724.19 feet (passing the Delaware-Union County line at 321.01 feet) to a point in an osage orange tree, said point being in the easterly line of a 16.189 acre tract of land conveyed to William and Tracy Robson by deed of record in Official Record 344, Page 504, Union County Recorder's Office;

Thence along the easterly line of said Robson tract north 07 Deg. 18' 48" West, a distance of 192.18 feet to a 1 inch diameter iron pipe found;

Thence along the easterly line of a 5.3422 acre tract of land conveyed to Joseph L. and Norma J. Andrews by deed of record in Deed Record 275, Page 878, Union County Recorder's Office, North 07 Deg. 17' 37" West, a distance of 300.09 feet to an iron pin set;

Thence along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 06" West, a distance of 552.60 feet to a 1 inch diameter iron pin found;

Thence along the westerly line of said Andrews 5.3422 acre tract South 07 Deg. 46' 52" East, a distance of 200.08 feet to an iron pin set;

Thence continuing along the northerly line of said Andrews 5.3422 acre tract South 85 Deg. 24' 34" West, a distance of 674.78 feet (passing an iron pin set at 644.73 feet) to a survey nail set in the centerline of Jerome Road (Union County Road 11-D) and in the westerly line of VMS 2365;

Thence along the centerline of Jerome Road and the westerly line of VMS 2365, North 07 Deg. 45' 00" West, a distance of 1261.18 feet (passing a railroad spike found at the intersection of Wells Road (Union County Road 17-A) and Jerome Road at 961.00 feet) to the POINT OF BEGINNING containing 58.772 acres, more or less, of which 8.823 acres are located in Delaware County and 49.949 acres are located in Union County.

**Tract V (Newman)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.000 acre tract, 4.548 acre tract, and a 2.000 acre tract of land conveyed to Robert M. Newman by deed of record in Deed Volume 280, Page 439 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 330.00 feet to a railroad spike found at the southeasterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence continuing along the centerline of Brock Road South 83° 50' 14" West a distance of 509.16 feet to a survey nail set at the southeasterly corner of a 1.314 acre tract of land conveyed to Kimberly and Douglas Anderson by deed of record in O.R. 33, Page 674;

Thence along the easterly line of said 1.314 acre tract North 06° 19' 26" West a distance of 223.86 feet (passing an iron pin found at 28.60 feet) to an iron pin set at the northeasterly corner of said 1.314 acre tract;

Thence along the easterly line of a 171.678 tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 10' 15" West a distance of 591.07 feet to an iron pin set at the southwesterly corner of a 15.856 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the southerly line of said 15.856 acre tract North 83° 47' 37" East a distance of 509.49 feet to an iron pin set;

Thence along the westerly line of said 15.856 acre tract South 06° 10' 01" East a distance of 551.32 feet (passing a 2 inch diameter iron pipe found at 489.12 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 2.00 acre tract conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 62, South 06° 14' 14" East a distance of 264.00 feet (passing a ¾ inch diameter pipe found at 234.01 feet) to a railroad spike found in the centerline of Brock Road, which is the POINT OF BEGINNING, containing 9.533 acres, more or less.

**Tract W (Mechenbier)**

Situated in Virginia Military Survey 2991, Jerome Township, Union County, State of Ohio and being the same tract of land conveyed to James A. Mechenbier, Trustee by deed of record in O.R. 1, Page 523 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of Jerome Road (Co. Rd. 11-D) and Scioto Road (Co. Rd. 13);

OR 907 PG 636

Thence along the centerline of Jerome Road North 06° 10' 48" West a distance of 689.87 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence along the northerly line of a 0.50 acre tract of land and a 3.000 acre tract of land conveyed to Jerome Methodist Church, Inc. by deed of record in BK 240, Page 298, and BK 313, Page 249, South 83° 00' 43" West a distance of 627.96 feet (passing an iron pin set at 30.00 feet and a 3/4 inch diameter iron pipe found at 181.06 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 3.000 acre tract South 06° 10' 48" East a distance of 313.50 feet to a ¾ inch diameter iron pipe found in the northerly line of a 18.040 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 743, Page 641;

Thence along the northerly line of said 18.040 acre tract South 83° 00' 43" West a distance of 451.67 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract of land north 33° 51' 59" West a distance of 223.91 feet to an iron pin set;

Thence continuing along the northerly line of said 18.040 acre tract South 83° 38' 46" West a distance of 1074.97 feet to an iron pin set in the easterly line of a 171.678 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653;

Thence along the easterly line of said 171.678 acre tract North 06° 35' 13" West a distance of 344.85 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 171.678 acre tract and the southerly line of a 0.530 acre tract of land conveyed to William R. Dresnek, Jr. by deed of record in O.R. 301, Page 633, North 83° 49' 28" East a distance of 2260.97 feet (passing an iron pin set at 2230.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 06° 10' 48" East a distance of 210.95 feet to the TRUE POINT OF BEGINNING and containing 18.199 acres, more or less.

**Tract X (Fry)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.000 acres tract of land conveyed to C. Jas Fry and Juanita Fry by deed of record in Deed Volume 268, Page 707 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the westerly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 669, Page 653, North 06° 14' 14" West a distance of 581.32 feet to a point;

Thence crossing said 13.074 acre tract North 83° 45' 46" East a distance of 60.77 feet to a ¾ inch diameter iron pipe found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence North 06° 15' 37" West a distance of 311.14 feet to a ¾ inch diameter iron pipe found;

Thence North 83° 57' 41" East a distance of 140.00 feet to a point in a private pond;

Thence South 06° 15' 37" East a distance of 311.14 feet (passing a ¾ inch diameter iron pipe found at 33.04 feet) to a ¾ inch diameter iron pipe found;

OR 907 PG 637

Thence South 83° 57' 41" West a distance of 140.00 feet to the POINT OF BEGINNING and containing 1.000 acres, more or less.

**Tract Y**

**Parcel 1 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005;

Thence along the southerly line of VMS 3005, North 83° 21' 07" East a distance of 1807.57 feet to an iron pin set at the POINT OF BEGNNING;

Thence North 06° 46' 09" West a distance of 876.16 feet to an iron pin set in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 1397.69 feet to a 5/8 inch diameter iron pin found at the northwesterly corner of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 714, Page 974;

Thence along the westerly line of said 11.578 acre tract South 11° 20' 11" East a distance of 891.26 feet to a ½ inch diameter iron pipe found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 40.51 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 585, Page 748;

Thence along the southerly line of VMS 3005, the northerly line of said 40.51 acre tract, and the northerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861, South 83° 40' 24" West a distance of 1105.10 feet (passing a ¾ inch diameter iron pipe at 351.05 feet) to a 5/8 inch diameter iron pin found;

Thence continuing along the southerly line of VMS 3005 and the northerly line of a 142.00 acre tract conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, South 83° 21' 07" West a distance of 363.58 feet to the POINT OF BEGINNING and containing 29.000 acres, more or less.

**Parcel 2 (Wilcox)**

Situated in Survey Number 3005 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being part of an original 52.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397, and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the southerly line of VMS 3005 with the easterly line of VMS 5234, said point being the southwesterly corner of VMS 3005 and the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 3005, the easterly line of VMS 5234, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found;

Thence along the southerly line of said 236.57 acre tract North 83° 14' 36" East, a distance of 1356.38 feet to a 5/8 inch diameter iron pin found;

Thence along the easterly line of said 236.57 acre tract North 06° 18' 31" West a distance of 392.60 feet to a 5/8 inch diameter iron pin found at the southwesterly corner of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the southerly line of said 194.363 acre tract North 83° 06' 35" East a distance of 445.16 feet to a 5/8 inch diameter iron pin found;

Thence along the westerly line of a 29.00 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 722, Page 832, South 06° 46' 09" East a distance of 876.16 feet to a 5/8 inch diameter iron pin found in the common line between VMS 3005 and VMS 2991, said point being in the northerly line of a 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the southerly line of VMS 3005 and the northerly line of said 142.00 acre tract South 83° 21' 07" West a distance of 1807.57 feet to the POINT OF BEGINNING and containing 23.968 acres, more or less.

**Parcel 3 (Weeks)**

Situated in Survey Number 3244 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the remainder of an original 25.000 acre tract of land conveyed to Ruth A. Weeks Family Limited Partnership by deed of record in Official Record 174, Page 270 and being more particularly described as follows:

Commencing at a survey nail found at the intersection of the centerline of U.S. Route 42 with the easterly line of VMS 3244;

Thence along the centerline of U.S. Route 42, South 36° 50' 53" West a distance of 1855.77 feet to a survey nail set at the TRUE POINT OF BEGINNING, said point being the westerly corner of a 5.00 acre tract of land conveyed to Kurt D. Ricker by deed of record in Deed Volume 337, Page 427;

Thence along the southerly line of said 5.00 acre tract South 57° 09' 10" East a distance of 479.52 feet (passing an iron pin set at 30.07 feet) to a 5/8 inch diameter iron pin found at the southerly corner of said 5.00 acre tract;

Thence North 75° 09' 07" West a distance of 515.92 feet (passing a 5/8 inch diameter iron pin found at 483.56 feet) along the northerly line of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 715, page 335 to a survey nail found in the centerline of U.S. Route 42;

Thence along the centerline of U.S. Route 42, North 36° 50' 53" East a distance of 159.81 feet to the TRUE POINT OF BEGINNING, and containing 0.877 acres, more or less;

**Tract AA (Johnston)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 50.00 acre tract of land conveyed to Mary Jane Johnston by deed of record in Official Record 114, Page 129 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);



OR 907 PG 639

Thence along the centerline of Wells Road, South 83° 48' 41" West a distance of 2908.58 feet to a railroad spike found at the TRUE POINT OF BEGINNING;

Thence continuing along said centerline South 83° 48' 41" West a distance of 750.75 feet to a survey nail set in the southeasterly corner of a 142.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the easterly line of said 142.000 acre tract, North 06° 00' 33" West a distance of 2910.94 feet (passing an iron pin set to 30.00 feet) to an iron pin set in the northerly line of VMS 2991 and in the southerly line of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along said VMS line and the southerly line of said 52.000 acre tract, North 83° 40' 24" East a distance of 754.05 feet an iron pin found in the northwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews by deed of record in Official Record 585, Page 748;

Thence along the westerly line of said 40.510 acre tract, South 05° 54' 02" East a distance of 1521.51 feet to an iron pin found in the northwesterly corner of a 34.245 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217;

Thence along the westerly line of said 34.245 acre tract and the westerly line of a 2.755 acre tract of land conveyed to Scott E. and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217, South 05° 59' 32" East a distance of 1391.26 feet (passing an iron pin found at 1361.26 feet) to the TRUE POINT OF BEGINNING and containing 50.295 acres, more or less.

**Tract DD (Henderlong)**

Situated in Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong Trustees by Deed of record in Official Record 329, Page 100 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Hill Road (Twp. Rd. 14) with the centerline of Jerome Road (Co. Rd. 11);

Thence along the centerline of Jerome Road North 11° 15' 03" West a distance of 60.22 feet to a point at the northeasterly corner of a 40.51 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the Grantor's southerly line and the northerly line of said 40.51 acre tract South 83° 40' 24" West a distance of 1828.08 feet to a ¾ inch diameter pipe found at the TRUE POINT OF BEGINNING;

Thence continuing along the Grantor's southerly line and the northerly line of said 40.51 acre tract of land South 06° 19' 36" East a distance of 60.00 feet to a ¾ inch diameter iron pipe found in the common line between V.M.S. 3005 and V.M.S. 2991;

Thence continuing along the Grantor's southerly line, northerly line of said 40.51 acre tract, and southerly line of V.M.S. 3005, South 83° 40' 24" West a distance of 719.75 feet to a ½ inch diameter iron pipe found in the southeasterly corner of a 52.000 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397;

Thence along the Grantor's westerly line and easterly line of said 52.000 acre tract North 11° 20' 11" West a distance of 891.26 feet to a 5/8 inch diameter iron pin found in the southerly line of a 194.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 672, Page 527;

Thence along the Grantor's northerly line and southerly line of said 194.363 acre tract North 83° 43' 01" East a distance of 558.15 feet to an iron pin set;

Thence South 11° 10' 46" East a distance of 830.41 feet to an iron pin set;

Thence North 83° 40' 24" East a distance of 169.18 feet to the POINT OF BEGINNING and containing 11.578 acres, more or less.

**Tract FF (Select Sires)**

Situated in Survey Number 3005 Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence along the Grantor's easterly line, the common line between VMS 3005 and VMS 5234, and the westerly line of a 23.968 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 739, Page 121, North 06° 25' 30" West a distance of 479.12 feet to a 5/8 inch diameter iron pin found at the TRUE POINT OF BEGINNING;

Thence continuing along the westerly line of VMS 3005, North 06° 25' 30" West a distance of 479.12 feet to a stone found at the southwesterly corner of a 164.395 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 716, Page 335;

Thence along the Grantor's northerly line and the southerly line of said 164.395 acre tract, North 83° 14' 19" East a distance of 1357.42 feet to a 5/8 inch diameter iron pin found in the westerly line of a 182.363 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 672, Page 527;

Thence along the Grantor's easterly line and the westerly line of said 182.363 acre tract, South 06° 15' 42" East a distance of 86.65 feet to a 5/8 inch diameter iron pin found;

Thence continuing along the Grantor's easterly line and the westerly line of previously said 23.968 acre tract South 06° 18' 31" East a distance of 392.60 feet to a 5/8 inch diameter iron pin found;

Thence along the Grantor's southerly line and the northerly line of said 23.968 acre tract South 83° 14' 36" West a distance of 1356.38 feet to the POINT OF BEGINNING and containing 14.926 acres, more or less.

**Tract KK (Williams)**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 3.413 acres tract of land conveyed to J. Wesley Williams and Patricia E. Williams by deed of record in Official Record 62, Page 484 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 291.00 feet to a railroad spike set at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 1.39 acre tract of land conveyed to the Trustees of the Jerome United Methodist Church by deed of record in Deed Volume 265, Page 676, North 06° 15' 37" West a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pipe at 30.13 feet) to a 1-1/4 inch diameter iron pipe found;

Thence along the northerly line of said 1.39 acre tract South 83° 58' 31" West a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 669, Page 653;

Thence along the easterly line of said 13.074 acre tract North 06° 15' 37" West a distance of 257.78 feet to a ¾ inch diameter iron pipe found;

Thence continuing along the southerly line of said 13.074 acre tract North 83° 57' 27" East a distance of 399.52 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of a 1.35 acre tract of land conveyed to Gerald N. Upper and Diana L. Upper by deed of record in Deed Volume 336, page 636;

Thence along the westerly line of said 1.35 acre tract South 06° 35' 13" East a distance of 522.07 feet (passing a 1-1/4 inch diameter iron pipe found at 257.91 feet and a ¾ inch diameter iron pin at 501.17 feet) to a railroad spike found in the centerline of Brock Road, said point being South 84° 01' 23" West a distance of 2448.39 feet from a railroad spike found at the intersection of the centerline of Brock Road with the centerline of Jerome Road (County Road 11);

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 172.50 feet to the POINT OF BEGINNING and containing 3.410 acres, more or less.

**Tract United Methodist Church**

Situated in the Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being a resurvey of an original 1.394 acres tract of land conveyed to The Jerome United Methodist Church by deed of record in Deed Book 265, Page 676, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road North 84° 01' 23" East a distance of 61.00 feet to a railroad spike found at the southwesterly corner of the hereinafter described tract and the POINT OF BEGINNING;

Thence along the easterly line of a 13.074 acre tract of land conveyed to Jerome Village Company , L.L.C. by deed of record in O.R. 669, Page 653, North 06° 15' 37" West a distance of 263.82 feet (passing an iron pin set at 30.00') to a 1-1/4 inch diameter iron pipe found;

Thence along the southerly line of a 3.410 acre tract of land conveyed to Patricia E. Williams by deed of record in O.R. 790, Page 886, North 83° 58' 31" East a distance of 230.00 feet to a 1-1/4 inch diameter iron pipe found in the westerly line of said 3.410 acre tract;

Thence along the westerly line of said 3.410 acre tract South 06° 15' 37" East a distance of 264.01 feet (passing a 1-1/4 inch diameter iron pin found at 233.88') to a railroad spike set;

Thence along the centerline of Brock Road South 84° 01' 23" West a distance of 230.00 feet to the POINT OF BEGINNING and containing 1.394 acres, more or less.

**Former Barbara Wilcox, Trustee Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

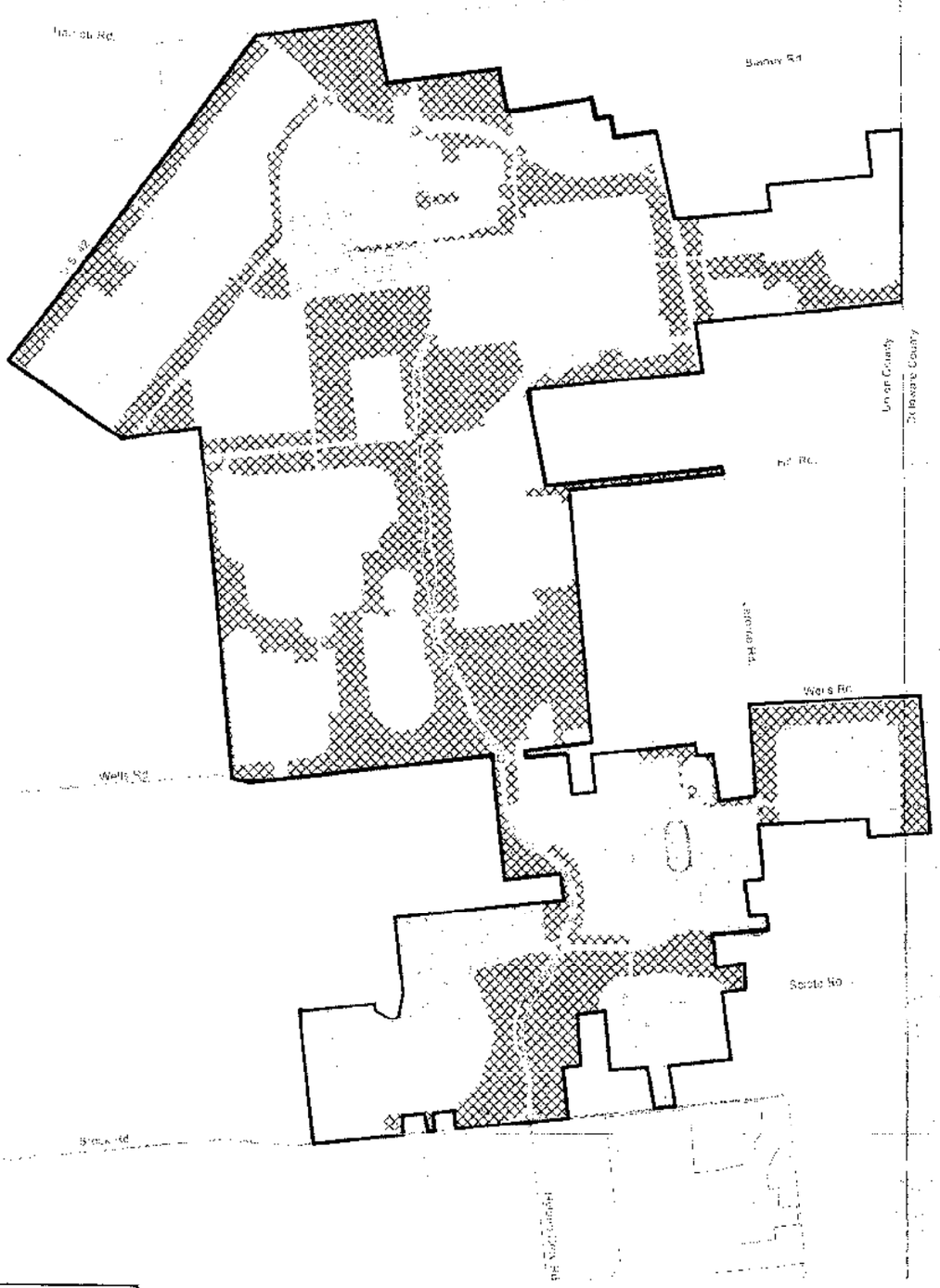
Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.

EXHIBIT D
Open Space Plan for Common Property




**OPEN SPACE KEY**

Public Open Space

Public Open Space Plan

JEROME VILLAGE

Developer: Nationwide Realty Investors

OR 907 PG 644

**EXHIBIT E**

# BYLAWS
# (CODE OF REGULATIONS)
# OF
# JEROME VILLAGE MASTER PROPERTY OWNERS ASSOCIATION, INC.

## SECTION I: NAME AND LOCATION

The name of the Master Association is Jerome Village Master Property Owners Association, Inc. (the "Master Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a mixed use master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the Master Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Master Association (the "Board") shall be as set forth herein.

## SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Master Deed Declaration, Restrictions and Bylaws (the "Master Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio and the Recorder of Delaware County, Ohio.

## SECTION III: MASTER ASSOCIATION

1. Membership in Master Association. Membership in the Master Association shall consist of the Declarant as Master Developer and the Owner Members, as further provided in Article VII, Paragraph A of the Master Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Master Association. The Master Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the Master Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Master Association. The Master Association shall administer the Jerome Village Planned Community, and the Board shall exercise all power and authority of the Master Association. On the Turnover Date, the Board shall be elected as follows: one (1) Director shall

be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) Director shall be elected by the members of the Town Center Project Owners Association.

5. Annual Meetings of the Master Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Master Association. Special meetings of the Master Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Master Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Master Association or (b) last supplied by that Member to the Master Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Master Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Master Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Master Association shall not have any right to vote on any matter pertaining to the Master Declaration or the Master Association, except as otherwise provided in the Master Declaration, these Bylaws or required by law. The Master Association shall be governed and controlled exclusively by the Master Association Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Master Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Master Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Jerome Village Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Master Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Master Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Master Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Master Declaration and Bylaws or by law.

## SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Master Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter, one (1) Director shall be elected by the members of the Commercial Property Owners Association, one (1) Director shall be elected by the members of the Residential Property Owners Association, and one (1) director shall be elected by the Town Center Property Owners Association. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Master Association shall hold office for a three (3) year term; provided that the initial Director of the Master Association elected by the Commercial Property Owners Association shall be elected to a one (1) year term, the initial Director of the Master Association elected by the Town Center Property Owners Association shall be elected to a two (2) year term, and the initial Director of the Master Association elected by the Residential Property Owners Association shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Master Association expire annually.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board with or without cause, by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) electing such Director. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the Sub-Association (i.e. Commercial Property Owners Association, Residential Property Owners Association or Town Center Property Owners Association) entitled to elect such Director, and such successor shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Sub-Associations.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel, the spouse of an Owner or co-Owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or be an adverse party to the Master Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Master Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Master Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Master Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

11. Electronic Communications. The Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each Board member can hear or read in real time and participate and respond to every other member of the Board.

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

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Master Association unless otherwise provided in the Master Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Master Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Master Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Master Declaration;

(d). repair, maintain, and improve the Common Property;

(e). establish, enforce, levy, and collect Administrative Expenses as provided for in the Master Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, and their tenants and guests on the same;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any assessment required by such Owner's respective Sub-Association;

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

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Master Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Master Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Master Declaration;

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

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Master Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Master Association by law or the Master Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Master Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common

receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Master Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Master Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Master Declaration, establish, levy, enforce, and collect Administrative Expenses;

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

(g). maintain the Jerome Village Planned Community property, subject to the Master Association's jurisdiction, within the scope of authority provided in the Master Declaration;

(h). cause the restrictions created by the Master Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Master Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Master Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The

managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Master Association. In any case, no management contract or agreement by the Master Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

## SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Master Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Master Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Master Declaration or by law, the officers of the Master Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Master Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Master Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds

as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

## SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

## SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Master Association, including current copies of the Master Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Master Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Master Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Master Association shall make available to prospective purchasers current copies of the Master Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Master Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

## SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Master Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Master Association and terminate at the end of the next following 31st day of December.

## SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Master Declaration, all costs the Master Association incurs in the administration, governance, and maintenance of the Jerome Village Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Master Declaration.

## SECTION X: INDEMNIFICATION

1. Third Party Actions. The Master Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Master Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Master Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Master Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Master Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Master Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Master Association unless, and only to the extent that the court in

which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Master Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Master Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Master Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Master Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Master Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Master Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Master Association shall maintain all of the following to the extent reasonably available and applicable:

(a). Property insurance on the Common Property;

(b). Liability insurance pertaining to the Common Property;

(c). Directors and officers liability insurance.

The Master Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Master Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

## SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Master Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Master Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder and the Delaware County, Ohio Recorder.

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Signature Page Follows



OR 907 PG 656

IN WITNESS WHEREOF, the undersigned, sole member of the Master Association, has caused these Bylaws to be duly adopted on or as of the ___ day of _____, 2011.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

**Former John Andrews Trustee Tract (I)**

Situated in Survey Number 2991 and Survey Number 3005 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being the same 2.52 acre tract of land and the same 40.51 acre tract of land conveyed to John. R. Andrews, Trustee by deed of record in Official Record 752, Page 812 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Hill Road (Township Road 14), said point also being in the common line between VMS 2991 and VMS 3005;

Thence along the common line between VMS 2991 and VMS 3005 and the northerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick, Trustee by deed of record in Deed Volume 335, Page 662, South 83° 40' 24" West a distance of 1743.24 feet (passing an iron pin set at 30.00 feet) to a ¾ inch diameter iron pipe found;

Thence along the westerly line of said 74.50 acre tract South 05° 50' 53" East a distance of 1520.98 feet to a ¾ inch diameter iron pipe found;

Thence along the northerly line of a 34.245 acre tract of land conveyed to Scott and Jennifer Sonnenberg by deed of record in Official Record 153, Page 209, South 83° 38' 49" West a distance of 1159.42 feet to a ¾ inch diameter iron pipe found;

Thence along the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 54' 02" West a distance of 1521.51 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 29.000 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 722, Page 832, the southerly line of a 11.578 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 714, Page 974, and the common line between VMS 3005 and VMS 2991, North 83° 40' 24" East a distance of 1070.81 feet (passing a ½ inch diameter iron pipe found at 351.05 feet) to a ¾ inch diameter iron pipe found;

Thence along the easterly line of said 11.578 acre tract North 06° 19' 36" West a distance of 60.00 feet to a ¾ inch diameter iron pipe found;

Thence along the southerly line of a 45.090 acre tract of land conveyed to Paul and Mary Henderlong, Trustees by deed of record in Official Record 329, Page 100 and the southerly line of a 1.944 acre tract of land conveyed to Randy and Amy Page by deed of record in Official Record 62, Page 685, North 83° 40' 24" East a distance of 1828.08 feet (passing a ¾ inch diameter iron pipe found at 1797.97 feet) to a railroad spike found in the centerline of Jerome Road;

Thence along the centerline of Jerome Road South 11° 14' 21" East a distance of 60.22 feet to the POINT OF BEGINNING and containing 43.035 acres, more or less, of which 2.522 acres is in VMS 3005 and 40.513 acres are in VMS 2991.

**Former John Andrews Trustee Tract (II)**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to John R. Andrews Trustee by deed of record in O.R. 752, Page 812 (25.676 acres in Union County) and O.R. 807, Page 749 (0.476 acres in Delaware County) and being more particularly described as follows:

COMMENCING at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1605. 86 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 5.720 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) North 84° 38' 48" East a distance of 1096.49 feet (passing an iron pin found at 30.16 feet) to an iron pin found;

Thence along the easterly line of said 5.720 acre tract North 10° 32' 14" West a distance of 279.77 feet to an iron pin set;

Thence leaving said easterly line and along the southerly line of a 50.115 acre tract of land conveyed to Paula C. Deweese Trustee by deed of record in O.R. 341, Page 84 (Union County) North 84° 38' 59" East a distance of 1213.36 feet to an iron pin found;

Thence along the easterly line of said 50.115 acre tract North 06° 18' 42" West a distance of 472.92 feet to an iron pin found;

Thence leaving said easterly line and along the southerly line of a 17.011 acre tract of land conveyed to Janice Sonnenberg by deed of record in O.R. 751, Page 13 (Union County) and the southerly line of a 38.000 acre tract of land conveyed to Claude E. Fry, Trustee by deed of record in O.R. 503, page 2584 (Delaware County) North 84° 44' 47" East a distance of 385.99 feet (passing at 362.29 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly lines and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 954.90 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and O.R. 747, Page 1530 (Delaware County) South 84° 12' 06" West a distance of 2558.21 feet (passing at 20.82 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2528.07 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 221.69 feet to the TRUE POINT OF BEGINNING and containing 26.150 acres, more or less, of which 25.664 acres, more or less, in Union County and 0.486 acres, more or less, in Delaware County.

**Former William Henry Andrews Tract**

Situated in Jerome Township, Union County, and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (25.939 acres in Union County) and O.R. 179, Page 1240 (0.213 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 2282.57 feet to a survey nail found at the TRUE POINT OF BEGINNING;

thence leaving said centerline and along the southerly line of a 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (Union County) and in O.R. 747, Page 1530 (Delaware County) North 84° 11' 55" East a distance of 2472.53 feet (passing

an iron pin found at 30.14 feet and passing at 2453.09 feet a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin set;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 500.70 feet to an iron pin found;

Thence leaving said westerly line and along the northerly line of a 18.499 acre tract of land conveyed to John D. and Pamela J. Boyers Trustee by deed of record in O.R. 154, Page 2017 (Delaware County) and a 36.500 acre tract of land in O.R. 333, Page 907 (Union County), also being the northerly line of a 57.000 acre tract of land conveyed to Dorthy Louise Cosgray (L.E.) by deed of record in O.R. 542, Page 101 (Union County) South 84° 11' 51" West a distance of 2378.20 feet (passing at 17.93 feet a county line monument in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2348.06 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 150.01 feet to a survey nail found;

Thence leaving said centerline and along the southerly line of a 1.604 acre tract of land conveyed to David and Shannon D. Toomey by deed of record in O.R. 210, Page 92 (Union County) North 84° 11' 52" East a distance of 468.00 feet (passing an iron pin found at 30.14 feet) to an iron pin found;

Thence along the easterly line of said 1.604 acre tract North 11° 15' 03" West a distance of 150.00 feet to an iron pin found;

Thence along the northerly line of said 1.604 acre tract South 84° 11' 52" West a distance of 468.00 feet (passing an iron pin found at 437.86 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 200.82 feet to the TRUE POINT OF BEGINNING and containing 26.153 acres, more or less, of which 25.939 acres, more or less, in Union County and 0.214 acres, more or less, in Delaware County.

**Former George Edward and Rebecca Andrews Tract**

Situated in Jerome Township, Union County and Concord Township, Delaware County, Ohio, Virginia Military Survey 2990 and being the same 26.152 acre tract of land conveyed to George Edward Andrews and Rebecca Andrews by deed of record in O.R. 707, Page 695 (25.945 acres in Union County) and O.R. 747, Page 1530 (0.207 acres in Delaware County) and being more particularly described as follows:

Commencing at a railroad spike found at the centerline intersection of Blaney Road (County Road 15) and Jerome Road (County Road 11);

Thence along the centerline of Jerome Road South 11° 15' 03" East a distance of 1827.55 feet to a survey nail found at the TRUE POINT OF BEGINNING;

Thence leaving said centerline and along the southerly line of a 26.150 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in O.R. 752, Page 812 (Union County) and in O.R. 807, Page 749 (Delaware County) North 84° 12' 06" East a distance of 2558.21 feet (passing an iron pin found at 30.14 feet and passing at 2537.39 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Delaware County) to an iron pin found;

Thence leaving said southerly line and along the westerly line of a 43.148 acre tract of land conveyed to Marilyn Johnson, Trustee by deed of record in O.R. 460, Page 604 (Delaware County) South 00° 26' 33" East a distance of 454.81 feet to an iron pin set;

Thence leaving said westerly line and along the northerly line of a 26.153 acre tract of land conveyed to William Henry Andrews by deed of record in O.R. 347, Page 470 (Union County) and D.V. 179, Page 1240 (Delaware County) South 84° 11' 55" West a distance of 2472.53 feet (passing at 19.44 feet to a point in the easterly line of Union County and the westerly line of Delaware County thereafter entering Union County and passing an iron pin found at 2442.39 feet) to a survey nail found;

Thence leaving said northerly line and along the centerline of Jerome Road North 11° 15' 03" West a distance of 455.02 feet to the TRUE POINT OF BEGINNING and containing 26.152 acres, more or less, of which 25.943 acres, more or less, in Union County and 0.209 acres, more or less, in Delaware County.

**Tract Hjelm**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.270 acre tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1363.80 feet to a survey nail found;

Thence North 06° 03' 56" West a distance of 1073.01 feet to a 5/8 inch diameter iron pin found at the northeasterly corner of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R. 866, Page 33 said point also being the True Point of Beginning;

Thence along the grantors southerly line and the northerly line of said 19.378 acre tract South 83° 51' 24" West a distance of 786.72 feet to a 10 inch diameter wooden post found in the easterly line of a 17.693 acre tract of land conveyed to Mary Jo Edwards, Trustee of the Mary Jo Edwards Revocable Trust by deed of record in Deed Volume 326, Page 508;

Thence along the easterly line of said 17.693 acre tract and the grantors westerly line North 06° 10' 56" West a distance of 315.01 feet (passing a 5/8 inch diameter iron pin found at 1.04 feet) to a ¾ inch diameter iron pipe found;

Thence continuing along the easterly line of said 17.693 acre tract that the grantors westerly line North 05° 55' 44" West a distance of 137.67 feet to a 5/8 inch diameter iron pin found;

Thence North 84° 10' 31" East a distance of 400.37 feet to an iron pin set at the point of curvature of a curve to the right;

Thence along a curve to the right having a radius of 595.00 feet, an arc length of 227.43 feet, a chord bearing South 84° 52' 29" East for a distance of 226.04 feet, and a delta angle of 21° 54' 00" to a 5/8 inch diameter iron pin found;

Thence South 73° 55' 29" East a distance of 178.37 feet to a 5/8 inch diameter iron pin found;

Thence South 06° 00' 55" East a distance of 338.83 feet to the Point of Beginning and containing 7.781 acres, more or less and being subject to all legal easements, agreements and rights-of-way of record.

# BENCHMARK
## SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202


**DESCRIPTION OF 0.478 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

**Commencing** at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road **South 83° 50' 14" West** a distance of **1303.80 feet** to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, **North 06° 00' 55" West** a distance of **40.00 feet** to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **35.26 feet** to an iron pin set at the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 45° 01' 04", a chord bearing North 73° 39' 14" West at 26.80 feet for **an arc distance of 27.50 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **333.13 feet** to an iron pins set;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 27° 41' 08", a chord bearing North 69° 59' 40" East at 16.75 feet for **an arc distance of 16.91 feet** to a point;

Thence **North 83° 50' 14" East** a distance of **44.09 feet** to an iron pin set in the grantors easterly line and in the westerly line of said 171.678 acre tract;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **347.40 feet** the **Point of Beginning** and containing **0.478 Acres,** more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011..

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

January 11, 2011

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL
L.
QUICK
7803
REGISTERED
PROFESIONAL SURVEYOR

Date
Rev: 2/5/11

*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 664

BENCHMARK
SURVEYING & MAPPING COMPANY, INC.
70 S. Liberty Street Powell, Ohio 43065 Ph. 614-880-1201 Fax 614-880-1202

**DESCRIPTION OF 1.342 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of an original 33.720 acres tract of land conveyed to Jon E. and Kathy K. Hjelm by deed of record in Official Record 279, Page 420 and being more particularly described as follows;

Commencing at a railroad spike found at the intersection of the centerline of Brock Road (County Road 16-A) with the centerline of Hyland-Croy Road (County Road 2-E);

Thence along the centerline of Brock Road South 83° 50' 14" West a distance of 1303.80 feet to a survey nail found at the grantors southeasterly corner;

Thence along the grantors easterly line and the westerly line of a 171.678 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.669, Page 653, North 06° 00' 55" West a distance of 437.40 feet (passing iron pins set at 40.00 feet and 387.40 feet) to an iron pin set and the **True Point of Beginning**;

Thence **South 83° 50' 14" West** a distance of **50.79 feet** to the point of curvature for a curve to the right;

Thence along a curve to the right having a radius of 35.00 feet, a delta angle of 15° 54' 56", a chord bearing North 88° 12' 18" West at 9.69 feet for an **arc distance of 9.72 feet** to an iron pin set in the grantors westerly line;

Thence along the grantors westerly line and the easterly line of a 19.378 acre tract of land conveyed to Jerome Village Company LLC by deed of record in O.R.866, Page 33, **North 06° 03' 56" West** a distance of **634.27 feet** to a 5/8 inch diameter iron pin found;

Thence **North 06° 00' 55" West** a distance of **338.83 feet** to a 5/8 inch diameter iron pin found;

Thence **South 73° 55' 29" East** a distance of **21.63 feet** to the point of curvature of a curve to the left;

Thence along a curve to the left having a radius of 505.00 feet, a delta angle of 04° 55' 42", a chord bearing South 76° 23' 20" East at 43.43 feet for **an arc distance of 43.44 feet** to a 5/8 inch diameter iron pin found in the grantors easterly line and in the westerly line of said 171.678 acre tract of land;

Thence along the westerly line of said 171.687 acre tract and the grantors easterly line **South 06° 00' 55" East** a distance of **951.57 feet** the Point of Beginning and containing **1.342 Acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of November 17, 2005 and revisited in January 2011.

The bearings in this description are based upon the Ohio State Plane Coordinate System - North Zone as established by GPS observations.

Iron pins set are 5/8"x30" rebar topped by a orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co.

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

January 11, 2011
Date
Rev: 2/4/11

*Benchmark: A standard by which something is measured for, quality, service and experience.*

OR 907 PG 666

**EXHIBIT C**
**INITIAL PROPERTY OWNED BY ADJOINING OWNERS SUBJECT TO THIS MASTER DECLARATION**

**Wilcox Tract**

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a resurvey of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin found at the intersection of the west line of VMS 2991 with the centerline of Wells Road (County Road 17), said point being the southwesterly corner of the hereinafter described tract;

Thence along the westerly line of VMS 2991, the westerly line of a 118.853 acre tract of land conveyed to Riepenhoff Landscape Inc. by deed of record in O.R. 12, Page 631, the easterly line of a 117.40 acre tract of land conveyed to Jurergen H. and Rotraud I. Moslener by deed of record in O.R. 55, Page 407, and the easterly line of a 236.57 acre tract of land conveyed to Select Sires by deed of record in D.V. 251, Page 498, North 05° 17' 33" West a distance of 2893.87 feet (passing a 5/8 inch diameter iron pin found at 2297.85 feet) to an iron pin set at the northwesterly corner of VMS 2991, said point also being the southwesterly corner of VMS 3005;

Thence continuing along the northerly line of VMS 2991, North 83° 21' 07" East a distance of 2171.15 feet to a ¾ inch diameter iron pipe found;

Thence along the westerly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 861 and the westerly line of a 5.007 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in O.R. 697, Page 858, South 06° 00' 33" East a distance of 2910.82 feet (passing a 5/8 inch diameter iron pin found at 2880.70 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 2207.22 feet to the POINT OF BEGINNING and containing 145.846 acres, more or less.

Less and Except

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows;

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantors southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 723.90 feet (passing a survey nail set at 91.77 feet) to a survey nail set at the Point of Beginning;

Thence North 06° 11' 31" West a distance of 230.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48 29" East a distance of 244.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 230.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to a survey nail set;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence South 83° 48' 29" West a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 190.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.305 acres, more or less.

And

Situated in Survey Number 2991 of the Virginia Military Survey, Jerome Township, Union County, State of Ohio and being a part of the original 142.00 acre tract of land conveyed to Barbara Wilcox, Trustee by deed of record in Official Record 294, Page 397 and being more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin found at the northwest corner of VMS 2991;

Thence along the westerly line of VMS 2991 and the grantors westerly line South 05° 17' 33" East a distance of 2893.87 feet (passing a survey nail set in the centerline of Wells Road (County Road 17) at 2844.94 feet) to a 5/8 inch diameter iron pin found at the grantor southwesterly corner;

Thence along the grantors southerly line and the centerline of Wells Road North 83° 48' 29" East a distance of 743.90 feet (passing a survey nail set at 91.77 feet) to survey nail set the Point of Beginning;

Thence North 06° 11' 31" West a distance of 210.08 feet (passing an iron pin set at 40.00 feet) to an iron pin set;

Thence North 83° 48' 29" East a distance of 204.84 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 210.08 feet (passing an iron pin set at 170.08 feet) to a survey nail set in the centerline of Wells Road;

Thence along the centerline of Wells Road South 83° 48' 29" West a distance of 204.84 feet to the POINT OF BEGINNING and containing .988 acres, more or less.



OR 907 PG 668

JAS

**Exhibit A**

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VMS 2991, BEING PART OF FRANCES E. BARRY, TRUSTEE'S ORIGINAL 83.51 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 37, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF JEROME ROAD (C.R. #11) WITH THE CENTERLINE OF WELLS ROAD (C.R.#17) (60 FEET WIDE);

THENCE SOUTH 80° 56' 00" WEST 2052.92 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD, PASSING AT 1959.92 FEET A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF JOHN L. AND MARYANNE M. FRIEND'S 2.00 ACRE TRACT DESCRIBED IN OFFICIAL RECORD 45, PAGE 475, TO A PK NAIL SET IN THE NORTH LINE OF SAID 83.51 ACRE TRACT AND MARKING THE POINT OF BEGINNING;

THENCE SOUTH 09° 04' 00" EAST 465.89 FEET, ENTERING SAID 83.51 ACRE TRACT, PASSING AT 30.00 FEET, AN IRON PIN SET, TO AN IRON PIN SET;

THENCE NORTH 80° 56' 00" EAST 280.50 FEET, PASSING AT 93.50 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT, FOLLOWING THE SOUTH LINE OF SAID 2.00 ACRE TRACT THEREAFTER, TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 09° 04' 00" EAST 916.91 FEET, CROSING SAID 83.51 ACRE TRACT, TO AN IRON PIN SET IN THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF MID STATES DEVELOPMENT CORP.'S 28.21 ACRE TRACT DESCRIBED IN DEED VOLUME 311, PAGE 188;

THENCE SOUTH 80° 50' 49" WEST 493.82 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND THE NORTH LINE OF SAID 28.21 ACRE TRACT, TO AN IRON PIPE FOUND AT A NORTHEAST CORNER OF WILLIAM J. AND BARBARA RUEGER'S 31.668 ACRE TRACT DESCRIBED IN DEED VOLUME 256, PAGE 584;

THENCE SOUTH 80° 53' 57" WEST 642.53 FEET, FOLLOWING THE SOUTH LINE OF SAID 83.51 ACRE TRACT AND A NORTH LINE OF SAID 31.668 ACRE TRACT, TO A STONE FOUND;

THENCE NORTH 09° 03' 36" WEST 1383.93 FEET, FOLLOWING THE WEST LINE OF SAID 83.51 ACRE TRACT AND THE EAST LINE OF SAID 31.668 ACRE TRACT, PASSING AT 1358.93 FEET TO AN IRON PIN FOUND, TO A RAILROAD SPIKE IN THE CENTERLINE OF WELLS ROAD;

THENCE NORTH 80° 56' 00" EAST 855.68 FEET, FOLLOWING THE CENTERLINE OF WELLS ROAD AND THE NORTH LINE OF SAID 83.51 ACRE TRACT, TO THE POINT OF BEGINNING, CONTAINING 33.088 ACRES, MORE OR LESS, AND SUBJECT TO ALL VALID EASEMENTS AND RESTRICTIONS OF RECORD.

THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY TIMOTHY L. GUDER, R.S. #7752, AND MONUMENTS WERE PLACED AS INDICATED HEREIN. IRON PINS SET ARE 5/8" X 30" REINFORCING RODS

WITH CAPS MARKED "GUIDER S 7752". BASIS OF BEARING: CENTERLINE OF WELLS ROAD FROM SURVEY BY TIMOTHY L. GUIDER DATED 6/18/97.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR UTILITIES AS MORE PARTICULARLY SET FORTH IN OFFICIAL RECORD 101, PAGE 119, RECORDER'S OFFICE, UNION COUNTY, OHIO.

Marx



EXHIBIT "A"

Real estate situated in Jerome Township of Union County, Ohio, in the Virginia Military Survey Number 3005; being all of the 20.079 acre tract of Eric R. and Cathleen A. Friday (Deed Record 269, page 750), and being further bounded and described as follows:

BEGINNING for reference at a railroad spike found in the centerline intersection of Harriott Road (County Road 18-C 40 feet wide) and Jerome Road (County Road 11-F 60 feet wide); thence with the centerline of Jerome Road South 10° 15' 00" East a distance of 1896.45 feet to a railroad spike found marking the northeast corner of Harold and Ruth Ann Weeks 41 acre tract (Deed Record 220, page 151) and the southeast corner of Eric R. and Cathleen A. Friday 20.079 acre tract (Deed Record 269, page 750) said railroad spike also being the true place of beginning; thence with the line between said Weeks 41 acre tract and Friday's 20.079 acre tract South 84° 17' 22" West, 1608.37 feet to a point (passing an iron pipe set at 30.09 feet), said point being the southwest corner of said 20.079 acre tract and southeast corner of Lee and Mary Alice Schacherbauer's 185.40 acre tract (Deed Record 202, page 147); thence with the line between said Schacherbauer tract and Friday's tract North 9° 58' 11" West, a distance of 676.42 feet to an iron pipe set, said iron pipe also being the southwest corner of Paul R. and May L. Friday's 19.961 acre tract (Deed Record 269, page 755); thence North 79° 45' 00" East perpendicular to the centerline of Jerome Road a distance of 926.61 feet to an iron pipe set; thence South 10° 15' 00" East, a distance of 267.46 feet to an iron pipe set, said iron pipe also being the southwest corner of Jim H. and Helen L. Friday's 18.897 acre tract (Deed Record 269, page 753); thence North 79° 45' 00" East, a distance of 158.11 feet to an iron pipe set, said iron pipe also being the northwest corner of Eric R. and Cathleen A. Friday's 2.00 acre tract (Deed Record 244, page 23); thence with two consecutive lines around said 2.00 acre tract, South 10° 15' 00" East, 234.04 feet to an iron pipe set and North 84° 05' 30" East, 516.77 feet to a pony spike set in the centerline of Jerome Road (passing an iron pipe set 486.68 feet); thence with aforesaid centerline of Jerome Road South 10° 15' 00" East, a distance of 263.08 feet to the true place of beginning.

The tract as described from an actual field survey performed on or about January 12, 1985, by registered surveyor James A. Page, (S-6034) contain 20.079 acres, more or less, All iron pipes set are 3/4" x 30" galvanized pipe.

The survey is recorded in survey record 9 in the office of the Union County Engineer.

This description is identical to the property description found in Deed Book 294, Page 324, Recorder's Office, Union County, Ohio.

Sonnenberg Tract 1

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, South 83° 48' 29" West a distance of 2621.58 feet to a survey nail set at the TRUE POINT OF BEGINNING;

Thence continuing along the centerline of Wells Road South 83° 48' 29" West a distance of 287.00 feet to a railroad spike found at the grantors southwesterly corner;

Thence along the grantors westerly line and the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861, North 05° 59' 32" West a distance of 507.05 feet (passing an iron pin found at 30.00 feet) to an iron pin set;

Thence along a curve to the left having a radius of 285.00 feet, an arc length of 448.91 feet, a delta angle of 90° 14' 54", and a chord bearing South 51° 06' 59" East a distance of 403.92 feet to an iron pin set;

Thence South 06° 11' 31" East a distance of 221.05 feet (passing an iron pin set at 191.05 feet) to the TRUE POINT OF BEGINNING and containing 1.857 acres, more or less, of which 0.130 acres are from the grantors original 34.245 acre tract and 1.727 acres are from the grantors original 2.755 acre tract.



OR 907 PG 672

BENCHMARK
SURVEYING & MAPPING CO.
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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

## 16.109 ACRES

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

***COMMENCING*** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail found;

Thence along the grantors easterly line **North 06° 03' 50" West** a distance of **583.24 feet** to an iron pin set at the ***TRUE POINT OF BEGINNING***;

Thence **North 84° 24' 03"West** a distance of **57.18 feet** to an iron pin set;

Thence **North 37° 40' 59"West** a distance of **344.60 feet** to an iron pin set;

Thence **South 64° 14' 27"West** a distance of **611.64 feet** to an iron pin set;

Thence **North 43° 33' 51"West** a distance of **272.53 feet** to an iron pin set;

Thence **South 80° 07' 17"West** a distance of **182.00 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract, **North 05° 59' 32" West** a distance of **502.29 feet** to an iron pipe found at the grantors northwesterly corner and at the southwesterly corner of a 40.510 acre tract of land conveyed to John R. Andrews, Trustee by deed of record in Official Record 585, Page 748;

Thence along the grantors northerly line and the southerly line of said 40.510 acre tract **North 83° 38' 49" East** a distance of **1159.42 feet** an iron pipe found in the westerly line of a 74.50 acre tract of land conveyed to Kathryn R. McKitrick by deed of record in Deed Volume 335, Page 662, said point also being the grantors northeasterly corner and the southeasterly corner of said Andrews 40.510 acre tract;



OR 907 PG 673

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TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

Thence along the grantors easterly line, the westerly line of said 74.50 acre tract, and the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210, **South 06° 03' 50" East** a distance of **811.11 feet** to the ***TRUE POINT OF BEGINNING*** and containing **16.109 acres**, more or less, and being subject to all legal easements, agreements, and rights-of-way of record.

*The herein described 16.109 acre tract of land shall not constitute an independent building site separate from the Grantee's adjacent parcel unless approved as such in accordance with applicable Subdivision Regulations.*

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED
PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date



OR 907 PG 674

BENCHMARK
SURVEYING & MAPPING CO.
70 S. Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

**19.130 ACRES**

Situated in Survey Number 2991 of the Virginia Military Lands, Jerome Township, Union County, State of Ohio and being part of a 34.245 acre tract of land and a 2.755 acre tract of land conveyed to Scott E. Sonnenberg and Jennifer Sonnenberg by deed of record in Official Record 176, Page 217 and being more particularly described as follows;

***COMMENCING*** at a railroad spike found at the intersection of the centerline of Jerome Road (County Road 11) with the centerline of Wells Road (County Road 17);

Thence along the centerline of Wells Road, **South 83° 48' 29" West** a distance of **1747.44 feet** to a survey nail set at the ***TRUE POINT OF BEGINNING***;

Thence continuing along the centerline of Wells Road **South 83° 48' 29" West** a distance of **874.14 feet** to a survey nail set;

Thence **North 06° 11' 31" West** a distance of **221.05 feet** (passing an iron pin set at 30.00 feet) to an iron pin set;

Thence along a curve to the right having a radius of 285.00 feet, an arc length of 448.67 feet, a delta angle of 90° 11' 59", and a chord bearing **North 51° 05' 31" West** a distance of **403.75 feet** to an iron pin set in the grantors westerly line and in the easterly line of a 45.288 acre tract of land conveyed to Jerome Village Company, LLC by deed of record in Official Record 697, Page 861;

Thence along the easterly line of said 45.288 acre tract **North 05° 59' 32" West** a distance of **381.76 feet** to an iron pin set;

Thence **North 80° 07' 17" East** a distance of **182.00 feet** to an iron pin set;

Thence **South 43° 33' 51" East** a distance of **272.53 feet** to an iron pin set;

Thence **North 64° 14' 27" East** a distance of **611.64 feet** to an iron pin set;

Thence **South 37° 40' 59" East** a distance of **344.60 feet** to an iron pin set;

Thence **South 84° 24' 03" East** a distance of **57.18 feet** to an iron pin set in the grantors easterly line and in the westerly line of a 7.637 acre tract of land conveyed to Thomas W. Fawcett by deed of record in Official Record 695, Page 210;



OR 907 PG 675

BENCHMARK
SURVEYING & MAPPING CO.
70 S.Liberty Street Suite 102 Powell, Ohio 43065
Voice 614-880-1201 Fax 614-880-1202

TONY MEACHAM, P.S., P.L.S.
DAN QUICK, P.S., L.S.

Thence along the grantors easterly line and the westerly line of said 7.637 acre tract **South 06° 03' 50" East** a distance of **583.24 feet** (passing an iron pin set at 553.24 feet) to the ***TRUE POINT OF BEGINNING*** and containing **19.130 acres**, more or less, of which 18.102 acres are from the grantors original 34.245 acre tract and 1.028 acres are from the grantors original 2.755 acre tract and being subject to all legal easements, agreements, and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed the week of January 26, 2009.

The bearings in this description are based on the Ohio State Plane Coordinate System-North Zone.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

STATE OF OHIO
DANIEL L. QUICK
7803
REGISTERED PROFESSIONAL SURVEYOR

Daniel L. Quick, P.S.7803
Benchmark Surveying and Mapping Co., LLC

JANUARY 28, 2009
Date
Revised: Mar.20, 2009



OR 907 PG 676

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2011 MAR 29 PM 12:34
392.00

TRANSFER NOT NECESSARY
MAR 29 2011
ANDREA L. WEAVER, AUDITOR
BY

TRANSFER NOT NECESSARY
JAN 11 2011
ANDREA L. WEAVER, AUDITOR
BY

376342

# JEROME VILLAGE

---

**Jerome Township, Union County, Ohio**

## RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Instrument was Prepared by:
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
David W. Fisher, Esq.

{00032668-4}

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**EXHIBIT A** Master Plan Area for Jerome Village

**EXHIBIT B** Initial Property owned by Declarant Subject to this Declaration

**EXHIBIT C** Bylaws of Residential Property Owners Association



OR 911 PG 925

# JEROME VILLAGE

**Jerome Township, Union County, Ohio**

## RESIDENTIAL PROPERTY OWNERS ASSOCIATION DEED DECLARATION, RESTRICTIONS AND BYLAWS

This Residential Property Owners Association Deed Declaration, Restrictions and Bylaws (the "Declaration") is made on or as of this 24th day of March, 2011, by Jerome Village Company, LLC, an Ohio limited liability company of Columbus, Ohio (hereinafter, the "Declarant" and "Master Developer"). All words and terms used herein with initial capitalization that are not elsewhere defined herein shall have the meanings assigned to such words and terms in Article II hereof.

STATEMENT OF PURPOSE

A. The Master Developer has assembled, planned and zoned a master planned mixed use community known as "Jerome Village" that generally encompasses the geographic area depicted on the attached Exhibit A, located in Jerome Township, Union County, Ohio and Concord Township, Delaware County, Ohio ("Jerome Village").

B. Jerome Village includes and encompasses real property currently owned by the Master Developer, real property that the Master Developer has options or contracts to purchase from certain adjoining land owners, and real property planned and zoned by the Master Developer for certain adjoining land owners.



OR 911 PG 926

C. The Master Developer desires to develop Jerome Village into a high-quality, comprehensively planned, mixed use community to consist of residential subdivisions, including, without limitation, single family home subdivisions, multi-family home subdivisions and condominium subdivisions, a town center consisting of a mix of housing types and commercial uses and other facilities for commercial, educational, recreational, civic and governmental uses and open spaces, and to restrict the use and occupancy of Jerome Village for the protection and benefit of all future owners thereof.

D. The Master Developer and certain adjoining land owners have previously filed of record a Master Deed Declaration, Restriction and Bylaws dated as of December 1, 2010 and recorded on February 23, 2011 as Official Record 907, Page 572, Union County Recorder's Office and as Official Record 1031, Page 1815, Delaware County Recorder's Office (the "Master Declaration"). This Declaration shall at all times be subject and subordinate to the Master Declaration.

E. As provided for in the Master Declaration, the Master Developer deems it desirable to establish a residential property owners sub-association for the purpose of owning and/or maintaining certain areas and/or improvements constructed as part of Jerome Village for, and to provide for certain management mechanisms, and to establish and provide for governance and maintenance of certain residential subareas and condominium regimes created within Jerome Village, and for the purposes of addressing conditions and circumstances unique to individual residential subareas and condominium regimes created within Jerome Village.

F. To further the residential development of Jerome Village and the separate subdivisions and condominium regimes therein, the Master Developer hereby declares that the real property described on the attached EXHIBIT B hereto, together with all other Residential Parcels subjected to this Declaration by amendment from time to time shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions, restrictions and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, all Residential Parcels encumbered from time to time by this Declaration and be binding on all parties having any right, title or interest in the Residential Parcels encumbered from time to time by this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Residential Parcels encumbered from time to time by this Declaration.

G. This Declaration shall inure to the benefit of all future owners of all or any portion of the Residential Parcels encumbered by this Master Declaration all others claiming under or through them, as well as the Master Developer and their respective heirs, successors and assigns.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of all Residential Parcels encumbered by this Declaration, as presently

constituted and as it may hereafter be constituted, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## ARTICLE I. APPLICABILITY

Upon the recordation hereof, this Declaration shall apply to and encumber the Residential Parcels located within Jerome Village described on Exhibit B attached hereto, as the same may be modified, amended or expanded from time to time. The Master Developer reserves the right, but not the obligation, subject additional Residential Parcels located within or adjacent to Jerome Village to this Declaration.

The Master Developer hereby declares that all Residential Parcels located in Jerome Village encumbered by this Declaration are a "planned community", subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended. If it is determined that the Lots encumbered by this Declaration from time to time must be a part of a separate Sub-Association consisting solely of all Lots within Jerome Village encumbered by this Declaration to comply with Chapter 5312 of the Ohio Revised Code, as amended, a Sub-Association of the Residential Property Owners Association shall be created solely for all Lots within Jerome Village encumbered by this Declaration from time to time, and all provisions hereof applicable to such Lots shall be governed and controlled by such Sub-Association. All Owners of Lots shall be required to subject their Lots to the declaration of such Sub-Association which shall be governed by a declaration containing terms and conditions substantially similar to those contained herein.

## ARTICLE II. DEFINITIONS

All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Master Declaration. In addition to the words and terms defined in the Master Declaration or elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Annual Assessment" - the amount to be paid to the RPO Association by each Residential Property Owner annually, whether or not the applicable Residential Parcels are actually platted.

B. "Assessments" - collectively referring to Annual Assessments, Parcel Assessments and Special Assessments.

C. "Common Expenses" - all expenses incurred by the RPO Association in connection with its ownership, lease and/or maintenance of the Residential Common Property, maintenance of property other than Residential Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Residential Common Property, utilities for the

Residential Common Property or consumed in furtherance of the RPO Association's duties and obligations, and all costs and expenses incurred by the RPO Association in conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, Administrative Expenses of the Master Association, as defined and provided in the Master Declaration.

D. "Community Authority" - the Jerome Village Community Authority established in connection with Jerome Village, as further provided in Article VIII hereof.

E. "Condominium" or "Condominium Parcel" - the portions of Residential Parcels designated as areas in which residential condominium/multi-family development is to occur pursuant to Chapter 5311 of the Ohio Revised Code, as amended. The individual residential units developed on a Condominium Parcel and their respective undivided interests in related common elements are referred to as Units. Condominium and Condominium Parcels shall not include condominium regimes created for commercial use (such as offices or retail establishments), or condominium regimes designed solely for condominium ownership of multiple units by investors as for rent apartments, which shall be considered Multi-Family Parcels for all purposes hereof.

F. "Condominium Association" - a condominium association organized in connection with a condominium created pursuant to Ohio Revised Code Section 5311.01 et seq., as amended, upon any Condominium Parcel.

G. "Declarant" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under the Master Declaration by a written instrument.

H. "Design Review Board" - the Design Review Board created, governed and operated under the Master Declaration.

I. "Directors" - those natural Persons appointed or elected to the RPO Board of the RPO Association as provided in Article IV Paragraph E hereof and the RPO Bylaws of the RPO Association.

J. "Lot" - a discrete parcel of real property now or hereafter identified upon a recorded residential subdivision plat of any Residential Development Phase in Jerome Village, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot, and subjected to the provisions of the Master Declaration and this Declaration, excluding any Exempt Property, any Condominium Parcel, Multi-Family Parcel,

Commercial Parcel, the Residential Common Property, and any Property dedicated for public use.

K. "Master Declaration" – The Master Declaration as defined in Preamble D of this Declaration.

L. "Master Developer" - JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company, and any successor or assign thereof to which the Master Developer specifically assigns all, but not less than all, of its rights, duties and obligations under this Declaration by a written instrument, as further provided in Article XVIII of the Master Declaration.

M. "Member" – any person or entity entitled to membership in the RPO Association, as provided for in Article IV Paragraph B hereof.

N. "Multi-Family Parcel" - a legally separate tax parcel created or subdivided within Jerome Village on which residential apartment units are to be developed and constructed, other than Condominium Units.

O. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article VI Paragraph A hereof for the purpose of funding the operations of the RPO Association and establishing reserves for capital expenditures thereof.

P. "Parcel Assessment" - an assessment that the RPO Board may levy against one or more Residential Parcels to reimburse the RPO Association for costs incurred on behalf of the assessed Residential Parcel, including without limitation, costs incurred in enforcing compliance with the requirements of the Design Review Board pursuant to Article V of the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner thereof, costs of additional insurance premiums specifically allocable to a Residential Property Owner; costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Parcel Assessment by the RPO Board.

Q. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

R. "Residential Common Property" - all real property designated as such on any subdivision plat or otherwise with respect to the Residential Property portions of Jerome Village to be owned and/or maintained by the RPO Association or an RPO Sub-Association. Residential Common Property shall also include personal property used in connection therewith and all real and personal property for the maintenance of which the RPO Association is responsible under the terms of the Master Declaration or this Declaration, applicable zoning regulations, or any other agreement or instrument to the terms of which the RPO Association is bound.

S. "Residential Development Phase" a subdivided portion of Jerome Village, that has not yet been fully developed, on which a single-family residential subdivision or multi-family residential subdivision (including a Condominium) is to be developed and constructed.

T. "Residential Parcel" means each Lot, the platted subdivision of which each Lot is a part, each residential Condominium Unit and, its undivided interest in common elements of the Condominium of which it is a part, the Condominium of which each Unit is a part, and each Multi-Family Parcel, all of which Residential Parcels shall be encumbered by this Declaration, as amended from time to time.

U. "Residential Property" - all portions of Jerome Village that are zoned, planned and/or developed for residential purposes, including, but not limited to, all Lots, all Units and all Multi-Family Parcels (including those located within the Town Center).

V. "Residential Property Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Lot, Unit or Multi-Family Parcel, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Master Developer.

W. "Residential Property Owners Association" or "RPO Association" - Jerome Village Residential Property Owners Association, Inc. being the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining certain portions of the Residential Common Property on behalf of the Residential Property Owners of two (2) or more Lots/Units/Residential Parcels and enforcing the provisions of this Declaration. The Association shall be named JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

X. "RPO Articles" and "RPO Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the RPO Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

Y. "RPO Board" - the board of directors or other management body of the RPO Association.

Z. "RPO Bylaws" - the Bylaws of Jerome Village Residential Property Owners Association, Inc., as further provided in Article IV Paragraph F hereof, also constituting the code of regulations of the RPO Association pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

AA. "RPO Developer" - a person or entity to whom a Residential Development Phase has been transferred by the Master Developer for the development, construction and sale or lease thereon of residential Lots, Units or Multi-Family Parcels.

BB. "RPO Manager"- a Person retained by the RPO Board to assist in the management of the RPO Association.

CC. "RPO Rules"- the rules and regulations governing use, occupancy and appearance of the Residential Property and the Residential Common Property, as may be established by the RPO Board from time to time.

DD. "RPO Sub-Association" - Subject to the limitations contained in Article X Paragraph A hereof, each sub-association created in connection with a Residential Development Phase of the Residential Property or the creation of a Condominium and Condominium Association. All Sub-Associations shall be governed by Article X hereof.

EE. "RPO Turnover Date" - the first to occur of (i) the sale by the Master Developer of the last residential Lot owned by the Master Developer in the single family subdivisions planned for Jerome Village (whether or not developed), or (ii) the waiver by the Master Developer of its exclusive right to appoint Directors of the RPO Association.

FF. "Special Assessment" -an assessment levied by the RPO Association against all Residential Parcels encumbered by this Declaration pursuant to Article VI Paragraph E hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

GG. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

HH. "Town Center" that area cross-hatched on the attached Exhibit A, being the area zoned and planned as the Jerome Village Town Center.

II. "Unit" or "Condominium Unit" - a discrete parcel of real property a part of Jerome Village identified as a "Unit" in a duly recorded declaration of Condominium and shown on filed drawings for the Condominium, or on duly recorded or filed amendments thereto, together with their respective undivided interests in related common elements subject to the limitations on the use of the term Condominium contained in the definition of "Condominium" herein.

## ARTICLE III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Residential Property Owners and residents of the Residential Property portions of Jerome Village;

C. Preservation, beautification and maintenance of the Residential Property portions of Jerome Village; and

D. Establishment of requirements for the use of the Residential Property portions of Jerome Village.

E. To create, maintain and preserve the quality of life for all Residential Property Owners and residents of Jerome Village.

F. To provide for mandatory membership of all Residential Property Owners in the RPO Association, as it may be constituted from time to time, and the assessment and collection of funds to fulfill its objectives.

## ARTICLE IV. THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Creation. There is hereby created as a Sub-Association of the Master Association, the RPO Association. At all times, the RPO Association shall be subject and subordinate to the Master Association.

B. Membership. The Master Developer and each Residential Property Owner shall have a membership in the RPO Association, and by acceptance of a deed to a Residential Parcel agrees to and acknowledges being a Member of the RPO Association. Membership in the RPO Association is a right appurtenant to and inseparable from a Residential Property Owner's fee simple title in a Residential Parcel, and such right of membership shall automatically transfer to any transferee of fee simple title to a Residential Parcel at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate a Residential Property Owner's membership. No Residential Property Owner, whether one or more Persons, shall have more than one membership per Residential Parcel owned. In the event a Residential Property Owner consists of more than one Person, such Persons shall have one membership in the RPO Association as tenants in common.

C. Governance. Voting and all other matters regarding the governance and operation of the RPO Association shall be set forth in the RPO Association's Articles of Incorporation and RPO Bylaws, this Declaration and all amendments hereto and thereto.

D. Classes of Membership. The Membership of the RPO Association shall be divided into two (2) classes, having the rights and obligations herein described:

1. Master Member. There shall be one (1) Master Member of the RPO Association, being the Master Developer. In all RPO Association matters involving a vote, the Master Member of the RPO Association shall have one (1) vote for each planned residential Lot, each planned Unit and each planned Multi-Family Parcel of the Property then encumbered by this Declaration (whether or not such Lot, Unit or Multi-Family Parcel has been transferred to a RPO Developer or individual Residential Property Owner); until such time as Residential Property Owners become voting members of the RPO Association, as provided in Article IV Paragraph D.2. hereof, after which time, the Master Member of the RPO Association shall no longer have any voting rights in its role as Master Member of the RPO Association but shall retain voting rights only as a Member to the extent applicable.

2. Residential Property Owner Members. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner in a Condominium and each Residential Property Owner of a Multi-Family Parcel shall be a Member of the RPO Association. RPO Sub-Associations created as permitted by Article X hereof and Condominium Associations shall not be Members of the RPO Association. The Members shall not be voting members of the Residential Property Owners Association until the RPO Turnover Date, at which time the Master Member of the RPO Association shall no longer have any voting rights in the RPO Association in its role as Master Member of the RPO Association and each Residential Property Owner (including the Master Developer, if applicable) shall be entitled to vote on RPO Association matters submitted to a vote. The number of votes to be possessed by each Residential Property Owner shall be determined as follows:

> Each Residential Property Owner owning a Lot shall have one vote, each Residential Property Owner owning a Unit shall have one vote, and the Residential Property Owner of a Multi-Family Parcel shall have one vote.

Irrespective of whether the Residential Property Owners have voting rights, they shall have enforcement rights for any violation of development and use restrictions as provided for in the Master Declaration and herein.

E. Composition of Board. At all times, the RPO Association shall be comprised of three (3) Directors. Until the RPO Turnover Date, all Directors of the RPO Association shall be appointed by the Master Developer and the same natural Persons may be Directors of one or more of the Master Association, the Commercial Property Owners Association, the RPO Association and the Town Center Property Owners Association. On the RPO Turnover Date, all Directors of the RPO Association appointed by the Master Developer shall resign and a new RPO Board shall be constituted for the RPO Association consisting of three (3) natural persons who own or represent the Residential Property Owners. Each Director of the RPO Association shall hold office for a three (3) year term; provided that the initial Directors elected by the

Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Consequently, after the RPO Turnover Date, the term of one third (1/3) of all Directors of the RPO Association shall expire annually.

F. Bylaws. The initial RPO Bylaws shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

## ARTICLE V. RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL PROPERTY OWNERS ASSOCIATION

A. Residential Common Property. The Master Developer may, from time to time, at the Master Developer's option, convey to the RPO Association, for the use and benefit of the RPO Association and its Members, title to and/or maintenance obligations regarding real or personal property, or any interest therein, as part of the Residential Common Property. Such conveyance may be in the form of a deed transfer, a deed reservation, a plat dedication or an easement appurtenant to the Residential Property, or may be a contractual or plat obligation for property maintenance. The RPO Association shall accept title to any interest in any real or personal property transferred to it by the Master Developer, and shall be bound to any plat or contractual maintenance obligation(s) incurred by the Master Developer. The RPO Association shall be responsible for the payment of real estate taxes and assessments on any real property owned by the RPO Association, and for the payment of the costs of using and maintaining the same. The RPO Association shall be obligated to keep all Residential Common Property in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of the Master Declaration.

B. Personal Property and Real Property for Common Use. The RPO Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by the Master Developer, and may separately obligate itself for the maintenance obligations of property not owned by the RPO Association (i.e. the RPO Association may accept maintenance responsibilities for open spaces within Jerome Village which are owned by a state, county, city, village, township, or the Community Authority).

C. Rules and Regulations. The RPO Association may make and enforce reasonable rules and regulations governing the use of the Residential Property, which shall be consistent with the Master Declaration, this Declaration and the Governing Documents. The RPO Association shall have the power to impose sanctions on Residential Property Owners, including without limitation: (i) reasonable monetary fines which shall be considered Parcel Assessments,

and (ii) suspension of the right to use the Residential Common Property. In addition, the RPO Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the RPO Board expends funds for attorney's fees or litigation expenses in connection with enforcing this Declaration (including collection costs for unpaid assessments), the Governing Documents or the RPO Rules against any Residential Property Owner, tenant, guest or invitee of any Residential Property Owner, the amount shall be due and payable by such Residential Property Owner and shall be a Parcel Assessment against such Residential Property Owner's property, subject to the further provisions of Article VI Paragraph F hereof.

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

E. Joint Use and Cost-Sharing Agreements. The RPO Association may enter into agreements with any other homeowners association and/or master association, including but not limited to, the Master Association and/or Sub-Associations (including, but not limited to RPO Sub-Associations), whereby: (i) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association agrees to maintain, repair and replace the Residential Common Property (and any other common improvements or areas benefiting the Residential Property) in consideration for the RPO Association sharing in the cost thereof (the costs of which shall be Common Expenses), and (ii) the Master Association, the RPO Association, any other homeowners association, master association and/or Sub-Association grants reciprocal rights and licenses to members of each such association to use and enjoy common areas, subject to such rules, regulation, restrictions and fees as the board of Trustees of each homeowners association may from time to time determine.

F. Managing Agent. The RPO Association may retain and employ an RPO Manager, which may be the Master Developer, a RPO Developer or an independent third-party, and may delegate to the RPO Manager such duties as the RPO Board might otherwise be authorized or obligated to perform. The compensation of the RPO Manager shall be a Common Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The RPO Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Residential Common Property in an amount as is commonly required by comparable residential property owners association. The cost of said insurance shall be a Common Expense.

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

3. In the event of damage or destruction of any portion of the Residential Common Property, the RPO Association shall promptly repair or replace the same. If insurance proceeds are insufficient to cover the cost of the repair or replacement, then the RPO Association may levy a Special Assessment pursuant to Article VI to cover the additional costs.

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

I. Books, Records. Upon reasonable request of any Member, the RPO Association shall be required to make available for inspection all books, records and financial statements of the RPO Association during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the RPO Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any matters forth in Section 5312.07(B) of the Ohio Revised Code, as amended, may be examined or copied without the express approval of the RPO Board.

## ARTICLE VI. ASSESSMENTS

A. Operating and Reserve Funds. The RPO Association shall establish an Operating Fund for financing the administration, governance and operation of the RPO Association, for paying Administrative Expenses due the Master Association, necessary costs and expenses of operating the RPO Association and replacing, repairing and maintaining the Residential Common Property. The RPO Association shall also establish a separate Reserve Fund for capital expenditures not covered in the budget for ordinary operations. The Residential Owners shall have no right to waive the annual reserve requirement established by the RPO Board.

B. Types of Assessments. Each RPO Developer and Residential Property Owner, by accepting a deed to a Residential Parcel, is deemed to covenant and agree, to pay to the RPO Association, the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Parcel Assessments. No Residential Property Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Residential Common Property or by abandoning such Residential Property Owner's Residential Parcel.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots, Units, and Multi-Family Parcels though the amounts assessed may differ as between Lots as distinct from Units and Multi-Family Parcels (i.e., all Lots shall pay the same amount, all Units shall pay the same amount, and all Multi-Family Parcels shall pay under a consistent formula based on number of rental units), but the amount paid by Lots may be different than the amount paid by Units, which may be different than the amount paid by Multi-Family Parcels.

D. Annual Assessments. The RPO Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the RPO Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the RPO Board), and shall assess each Residential Property Owner an Annual Assessment equal to such Residential Property Owner's estimated share thereof, as determined in accordance with Article VI Paragraph C hereof. The RPO Association shall thereupon assess each Residential Property Owner for such Residential Property Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the RPO Rules. Notwithstanding the foregoing to the contrary, if the Master Developer or a RPO Developer (with the consent of the Master Developer) owns any Residential Development Phase or any Residential Parcel, the Master Developer and such RPO Developer(s) may elect to pay the Annual Assessments applicable to such Residential Development Phase(s) or Residential Parcel(s), or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the RPO Association. Such right may be shared with and among the Master Developer and such RPO Developers on such allocated basis as may be agreed upon among them. The standard of maintenance that is to be performed shall be that which is customary for a similar master planned community developments located in Central Ohio.

E. Special Assessments. The RPO Board may levy against Residential Parcels encumbered by this Declaration, in accordance with Article VI Paragraph C hereof, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund.

F. Parcel Assessments. The RPO Board may levy a Parcel Assessment against any Residential Property Owner(s) to reimburse the RPO Association for costs incurred on behalf of

the specific Residential Parcel assessed, including without limitation, costs incurred in enforcing compliance with the requirements of the Governing Documents or the Design Review Board pursuant to the Master Declaration, costs associated with making repairs that are the responsibility of the Residential Property Owner, costs of additional insurance premiums specifically allocable to a Residential Property Owner, costs of any utility expenses chargeable to a Residential Property Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Parcel Assessment by the Board. Upon its determination to levy a Parcel Assessment and prior to levying such Parcel Assessment, the RPO Board shall give the affected Residential Property Owner(s) written notice and the right to be heard by the RPO Board or a duly appointed committee thereof in connection with such Parcel Assessment ten (10) days prior to the effective date of the levy of any Parcel Assessment. The RPO Board may levy a Parcel Assessment in the nature of a fine reasonably determined by the RPO Board against any Residential Property Owner who violates the RPO Rules, the Governing Documents or any provision of the Master Declaration or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such RPO Rules, the Governing Documents or any provisions of the Master Declaration or this Declaration. Any written notice provided by the RPO Board to a Residential Property Owner that the RPO Board proposes to levy a Parcel Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Residential Property Owner receiving such a written notice may request a hearing before the RPO Board by delivering to the RPO Board a written notice not later than ten (10) days after receiving a written notice from the RPO Board, as provided in this Paragraph F. If a Residential Property Owner fails to make a timely request for a hearing, the right to such hearing is waived and the RPO Board may immediately impose and levy a Parcel Assessment. If a hearing is timely requested by a Residential Property Owner, such hearing shall be conducted and any Parcel Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

G. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board or the RPO Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the RPO Manager as determined from time to time by the RPO Board.

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

personally obligated to pay any delinquent assessment. The RPO Manager shall be authorized to commence such an action only with the advice and consent of the RPO Board. A Residential Property Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed property after any Assessment becomes due and payable, and both such Residential Property Owner and his/her heirs, successor and assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Residential Parcel shall neither impair the RPO Association's lien against that property for any delinquent Assessment, nor prohibit the RPO Association from foreclosing such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the RPO Association and a lien on the Residential Parcel against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the RPO Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the RPO Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the property which the lien encumbers, the name(s) of the Residential Property Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer or authorized agent (including the RPO Manager) of the RPO Association. Upon the filing of the certificate, the subject property shall be encumbered by a continuing lien in favor of the RPO Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Residential Parcel recorded prior to the date on which such lien of the RPO Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Parcel which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Residential Property Owner.

5. Contested Lien. Any Residential Property Owner or Residential Property Owners who believe that an Assessment chargeable to that Residential Property Owner's or those Residential Property Owners' Residential Parcels, and for which a certificate of lien has been filed by the RPO Association has been improperly charged against that Residential Parcel, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Parcel, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The RPO Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the RPO Association, setting forth whether the Assessments on a specified Residential Parcel have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the RPO Association.

H. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Residential Property Owner's voting rights upon RPO Association matters and privileges to use the Residential Common Property, and to vote, as a Member of the RPO Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of a Residential Property Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Residential Property Owner's Residential Parcel.

I. Assignment and Pledge of Assessments. The RPO Association may assign its rights to Assessments or the future income from Assessments.

## ARTICLE VII. MAINTENANCE

A. Maintenance by Association. The RPO Association shall maintain and keep in good repair the Residential Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Residential Common Property and all personal property used in connection with the operation of the Residential Common Property. Anything contained herein to the contrary notwithstanding, the cost of installing and maintaining entry features and

related improvements, and common areas, located entirely within, and for the sole benefit of any Multi-Family Parcel or Condominium, which are available solely to the Multi-Family Parcel's residents, tenants, occupants and invitees or the Condominium Unit owners, residents, tenants, occupants and invitees, shall not be shared in any way with the Residential Property Owners of Lots in the single-family subdivisions at the Residential Property.

B. Maintenance by Owner. Each Residential Property Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and equipment and components used in connection with his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Residential Common Property. Each Residential Property Owner shall maintain those portions of his/her property that are adjacent to any portion of the Residential Common Property in accordance with the RPO Rules and the requirements set forth in the Master Declaration. Each Residential Property Owner shall maintain, upkeep, and replace as needed trees located on such Residential Property Owner's Residential Parcel, adjacent to or within the road rights-of-way adjacent to such Residential Property Owner's Residential Parcel.

C. Right of Residential Property Owners Association to Maintain Property. If any Residential Property Owner fails to maintain his/her property in the manner required herein, and if the RPO Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Residential Common Property by Residential Property Owners, to prevent damage to or destruction of any other part of the Residential Common Property or to comply with the RPO Rules or the terms of the Master Declaration or this Declaration, then the RPO Board may authorize its employees or agents or the RPO Manager to enter the Residential Parcel pursuant to the right of entry set forth in Article VII Paragraph D hereof at any reasonable time to complete the necessary maintenance and the RPO Board may levy a Parcel Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the RPO Association and (ii) the RPO Manager shall each have a right of entry and access to all Residential Parcels encumbered by this Declaration, including without limitation the Lots, Condominium Parcels and Multi-Family Parcels, for the purpose of performing the RPO Association's rights or obligations set forth in this Declaration. The RPO Association and the RPO Manager may enter any Residential Parcel to remove or correct any violation of this Declaration or the RPO Rules, or to maintain, repair, and replace the Residential Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Residential Property Owner, except in cases of emergency.

E. Damage to Residential Common Property By Owner or Occupant. If the Residential Common Property is damaged by any Residential Property Owner or occupant,

his/her family, guests, or invitees, then the RPO Board may levy a Parcel Assessment against such Residential Property Owner for the cost of repairing or replacing the damaged property. The Master Association and the RPO Association are each hereby granted a license and shall be entitled to enter a Residential Parcel to repair or maintain any Residential Common Property adjacent to such Residential Parcel, pursuant to the right of entry set forth in Article VII Paragraph D hereof.

## ARTICLE VIII. JEROME VILLAGE COMMUNITY AUTHORITY

Jerome Village shall, in all respects, be subject at all times to the Declaration of Covenants, Restrictions and Agreements for the Community Authority recorded on February 26, 2010 as Instrument No. 366051, Union County Recorder's Office, and in Volume 859, Page 275, Delaware County Recorder's Office, as amended from time to time (the "Community Authority Declaration").

## ARTICLE IX. RESIDENTIAL COMMON PROPERTY

A. Ownership Operation of Common Property. All Residential Common Property as delineated on any subdivision plat of the Residential Property shall be and remain Residential Common Property in perpetuity and shall not be developed or used for any purpose other than as Residential Common Property for the benefit of all Residential Property Owners, the Master Association, and the RPO Association and in the case of Residential Common Property owned by the Community Authority, the public at large; provided, however, that any Residential Common Property located on discrete and distinct Residential Development Phases owned by the RPO Association or an RPO Sub-Association and designated as Residential Common Property for the use of such Residential Development Phase may be reserved for the exclusive use of the residents of such Residential Development Phase and their invitees.

B. Assignment, Pledge and Conveyance of Residential Common Property. The RPO Association may convey any fee interest or any security interest in any portion of the Residential Common Property, unless such Residential Common Property constitutes a "limited common element" under Chapter 5312 of the Ohio Revised Code., as amended, in which case the approval of all Residential Property Owners of Lots to which the limited common elements are allocated approve of such conveyance.

## ARTICLE X. SUB-ASSOCIATIONS

A. RPO Sub-Association in Residential Areas. RPO Sub-Associations may be created within any Residential Development Phase subdivided into Lots; provided that any such RPO Sub-Association shall be subject and subordination to this Declaration and the Master

Declaration. A declaration of Condominium under Chapter 5311 of the Ohio Revised Code, as amended, shall be permitted and considered an RPO Sub-Association hereunder.

B. Subordination of Sub-Associations. All RPO Sub-Associations shall be subject and subordinate to the Master Declaration and this Declaration and at all times shall comply with all terms and conditions of the Master Declaration, this Declaration and the applicable RPO Sub-Association declaration.

C. Approval of RPO Sub-Association Documents. All documents creating, organizing or governing RPO Sub-Associations, including all amendments thereto, shall be subject to review and approval by the Master Developer prior to the RPO Turnover Date, and after the RPO Turnover Date, shall be subject to review and approval by the Master Association Board. Such approvals shall be for the sole purpose of establishing compliance with the Master Declaration, this Declaration, and the development standards of Jerome Village and shall not be unreasonably withheld, conditioned or delayed.

D. RPO Sub-Association Limitations. RPO Sub-Associations shall administer restrictions and assessments solely relating to the property within and matters related solely to, the property that is the subject of such RPO Sub-Association, as the case may be, and the Owners of Residential Parcels that constitute portions of such property.

E. Collection of Assessments. As an accommodation to Condominium Associations and their respective members, at the request of a Condominium Association, Assessments hereunder may be passed through the Condominium Association to their respective members on a basis acceptable to the RPO Board.

## ARTICLE XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by 100% of the Members of the RPO Association, with the Master Developer's consent (if occurring prior to the RPO Turnover Date), to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Master Developer (if occurring prior to the RPO Turnover Date), any Residential Property Owner, the Master Association Board, the RPO Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without

limitation reasonable attorneys' fees). Failure of Master Developer, the Master Association Board, the RPO Board, or any Residential Property Owner to enforce any provision of this Declaration or the RPO Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Residential Parcel, each Developer and Residential Property Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the RPO Rules.

C. Amendments. The Master Developer may unilaterally amend this Declaration from time to time, without the consent of any RPO Developer or any Residential Property Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Residential Parcels, (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of mortgages on Residential Parcels, including but not limited to, the United States Federal Housing Administration, (d) necessary to correct typographical, factual or obvious errors or omissions, (e) deemed appropriate by Master Developer for the orderly development of Jerome Village; provided, however, any such amendment permitted pursuant to clauses (b) or (c) above shall not materially adversely affect the title to any real property as of the date of such amendment unless the Residential Property Owner thereof on such date has consented to such amendment in writing. From and after the RPO Turnover Date, the RPO Board shall have and possess all rights to amend this Declaration as provided in the preceding sentence without the consent of any RPO Developer or any Residential Property Owner. The Master Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office, an amendment to this Declaration specifying that such additional property is part of the Residential Property. An amendment to this Master Declaration shall not require the joinder or consent of any RPO Developer, the Master Association, the Master Association Board, the RPO Association, the RPO Board, or any Residential Property Owners, mortgagees or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Master Developer prior to the RPO Turnover Date, and thereafter by the RPO Board, to reflect and address the different character or intended development of any such additional property. Except as provided herein, this Master Declaration and the attached RPO Bylaws may be amended only upon the affirmative vote of Members collectively representing not less than seventy-five percent (75%) of the total voting power in the RPO Association. No amendment to this Declaration shall be effective until it is filed of record in the Official Records of Union County, Ohio.

D. Mortgage Rights. A holder or insurer of a first mortgage upon any Residential Parcel, upon written request to the RPO Association (which request shall state the name and

address of such holder or insurer and a description of the property) shall be entitled to timely written notice of:

1. any amendment of this Declaration or the RPO Bylaws;

2. any termination of the RPO Association; and

3. any default under this Declaration which gives rise to a cause of action by the RPO Association against the Residential Property Owner of the Residential Parcel subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Residential Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the RPO Association during normal business hours, subject to the limitations contained in Article V, Paragraph I hereof.

E. Indemnification. The RPO Association shall indemnify every RPO Board member, officer and trustee thereof and each member thereof against any and all claims, liabilities, expenses, including attorneys fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the RPO Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The RPO Board members, officers and trustees of the RPO Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The RPO Board members, officers and trustees of the RPO Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the RPO Association (except to the extent that such RPO Board members, officers or trustees may also be Members of the RPO Association), and the RPO Association shall indemnify and forever hold its RPO Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any RPO Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

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

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

H. Notices. Notices to a Residential Property Owner shall be given in writing, by personal delivery, at the property owned, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Residential Property Owner of the property as shown by the records of the RPO Association, as shown on the tax duplicate for the Residential Parcel, or as otherwise designated in writing by the Residential Property Owner.

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*Signature page to follow.*

**Stewart Title Agency of Columbus Box**

IN WITNESS WHEREOF, Jerome Village Company, LLC, as Declarant and Master Developer, has caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2011, by Brian J. Ellis, the President and Chief Operating Officer of Nationwide Realty Investors, Ltd., a member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of the companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

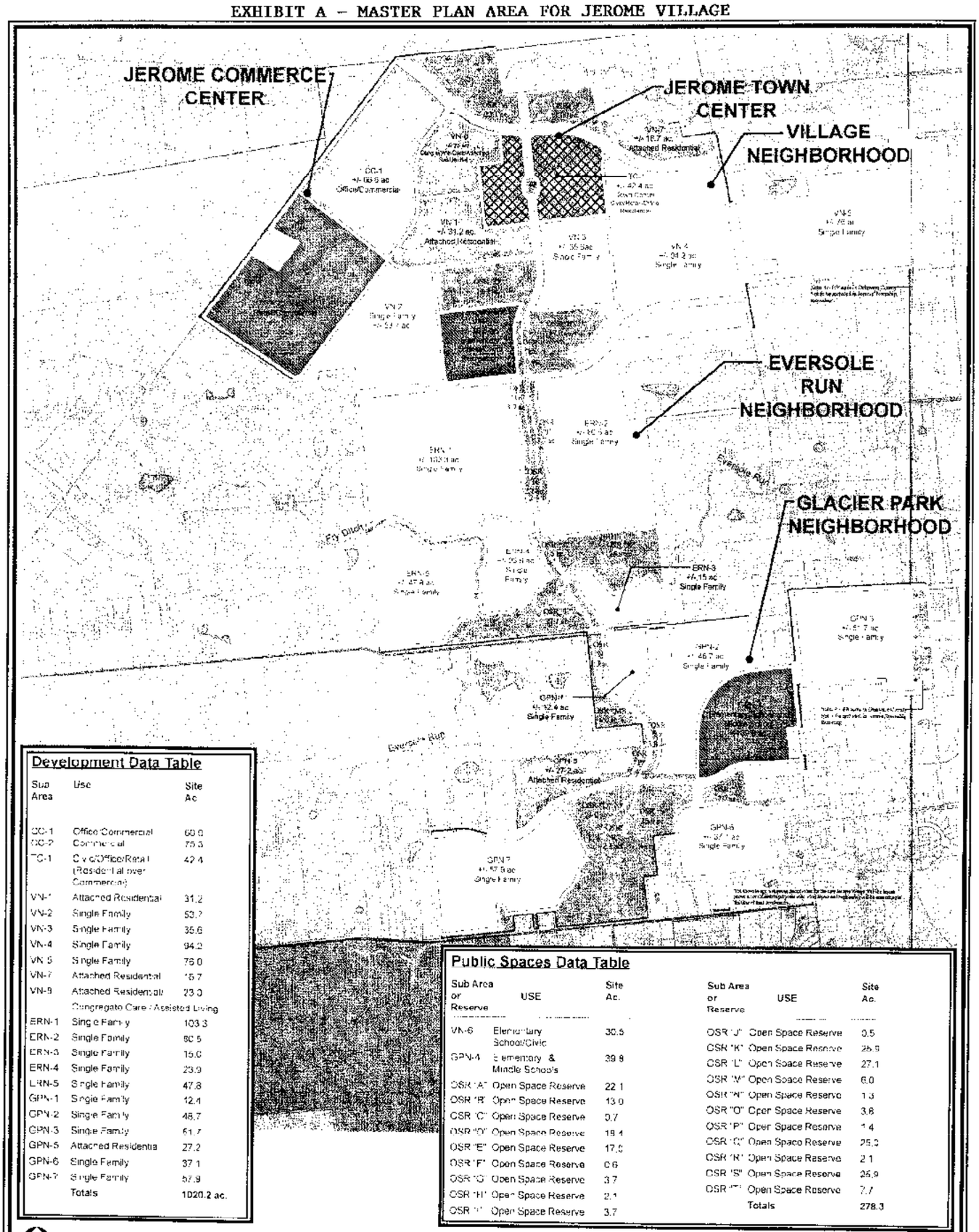
OR 911 PG 948

{00032668-4}

## LIST OF EXHIBITS

| | |
|---|---|
| EXHIBIT A | Master Plan Area for Jerome Village |
| EXHIBIT B | Initial Property owned by Declarant Subject to this Declaration |
| EXHIBIT C | Bylaws of Residential Property Owners Association |

EXHIBIT A – MASTER PLAN AREA FOR JEROME VILLAGE




## Development Data Table

| Sub Area | Use | Site Ac |
|---|---|---|
| OC-1 | Office/Commercial | 69.9 |
| OC-2 | Commercial | 75.5 |
| TC-1 | Civic/Office/Retail (Residential over Commercial) | 42.4 |
| VN-1 | Attached Residential | 31.2 |
| VN-2 | Single Family | 53.7 |
| VN-3 | Single Family | 35.6 |
| VN-4 | Single Family | 94.2 |
| VN-5 | Single Family | 76.0 |
| VN-7 | Attached Residential | 18.7 |
| VN-9 | Attached Residential/ Congregate Care / Assisted Living | 23.0 |
| ERN-1 | Single Family | 103.3 |
| ERN-2 | Single Family | 80.5 |
| ERN-3 | Single Family | 15.0 |
| ERN-4 | Single Family | 23.9 |
| ERN-5 | Single Family | 47.8 |
| GPN-1 | Single Family | 12.4 |
| GPN-2 | Single Family | 48.7 |
| GPN-3 | Single Family | 61.7 |
| GPN-5 | Attached Residential | 27.2 |
| GPN-6 | Single Family | 37.1 |
| GPN-7 | Single Family | 57.9 |
| | Totals | 1020.2 ac. |

## Public Spaces Data Table

| Sub Area or Reserve | USE | Site Ac. |
|---|---|---|
| VN-6 | Elementary School/Civic | 30.5 |
| GPN-4 | Elementary & Middle Schools | 39.8 |
| OSR "A" | Open Space Reserve | 22.1 |
| OSR "B" | Open Space Reserve | 13.0 |
| OSR "C" | Open Space Reserve | 0.7 |
| OSR "D" | Open Space Reserve | 19.4 |
| OSR "E" | Open Space Reserve | 17.5 |
| OSR "F" | Open Space Reserve | 0.6 |
| OSR "G" | Open Space Reserve | 3.7 |
| OSR "H" | Open Space Reserve | 2.1 |
| OSR "I" | Open Space Reserve | 3.7 |
| OSR "J" | Open Space Reserve | 0.5 |
| OSR "K" | Open Space Reserve | 25.5 |
| OSR "L" | Open Space Reserve | 27.1 |
| OSR "M" | Open Space Reserve | 6.0 |
| OSR "N" | Open Space Reserve | 1.3 |
| OSR "O" | Open Space Reserve | 3.8 |
| OSR "P" | Open Space Reserve | 1.4 |
| OSR "Q" | Open Space Reserve | 25.3 |
| OSR "R" | Open Space Reserve | 2.1 |
| OSR "S" | Open Space Reserve | 25.9 |
| OSR "T" | Open Space Reserve | 7.7 |
| | Totals | 278.3 |

Sub Area Land Use Plan

JEROME VILLAGE

BK 911 PG 950

Developer

Nationwide Realty Investors

**EXHIBIT B**
**INITIAL PROPERTY OWNED BY DECLARANT**
**SUBJECT TO THIS DECLARATION**

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

Being Lot Numbers One (1) through Forty-Four (44) of Glacier Park Neighborhood Section 7 – Phase 1 as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 283, Recorder's Office, Union County, Ohio.

## EXHIBIT C

# BYLAWS
# (CODE OF REGULATIONS)
# OF
# JEROME VILLAGE RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

## SECTION I. NAME AND LOCATION

The name of the Residential Property Owners Association is Jerome Village Residential Property Owners Association, Inc. (the "Residential Property Owners Association" of "RPO Association"), which is a nonprofit corporation created by Jerome Village Company, LLC, an Ohio limited liability company ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 and is also created pursuant to the provisions of Ohio Revised Code Chapter 5312, as amended (to the extent applicable) as the Residential Property Owners Association for a master planned community known as "Jerome Village" (the "Jerome Village Planned Community").

The principal office of the RPO Association shall be as set forth in the Articles of Incorporation for the RPO Association (the "RPO Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Residential Property Owners Master Association (the "RPO Board") shall be as set forth herein.

## SECTION II. DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Residential Property Owners Deed Declaration, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio, as required by Ohio Revised Code Chapter 5312, as amended.

## SECTION III. RESIDENTIAL PROPERTY OWNERS ASSOCIATION

1. Membership in RPO Association. There shall be two (2) classes of membership in the RPO Association, being the Master Member and the Residential Property Owner Members, as further defined and provided in Article IV, Paragraph D of the Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of RPO Association. The RPO Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

3. Declarant Control. Declarant shall control the RPO Association as Master Member from the time it is established until the earlier to occur of (i) the sale by Declarant as Master Member of the last residential lot owned by Declarant in the single family subdivisions planned for the Jerome Village Planned Community (whether or not developed), or (ii) the waiver by the Declarant, as Master Member, of its exclusive voting rights (the "RPO Turnover

Date"). Until the RPO Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the RPO Board.

4. RPO Association. The RPO Association shall administer all residential portions of the Jerome Village Planned Community subject and subordinate to the rights granted under the Master Declaration of Jerome Village, and the RPO Board shall exercise all power and authority of the RPO Association. On the RPO Turnover Date, the RPO Board shall be elected by the Members, excluding the Declarant as Master Member but including the Declarant as a Member. If a Member is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the RPO Board.

5. Annual Meetings of the RPO Association. Except prior to the RPO Turnover Date, the RPO Board shall call regular annual meetings of the Members on a date and at a location within Jerome Township, Union County, Ohio and at an hour established by the RPO Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the RPO Association. Special meetings of the RPO Association may be called at a location within Jerome Township, Union County, Ohio, and at any time by the President, a majority of the RPO Board, or Members representing fifty percent (50%) of the voting power of the RPO Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the RPO Association or (b) last supplied by that Member to the RPO Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The RPO Board shall conduct all meetings of the Members, and the President of the RPO Association shall preside over the same, unless otherwise directed by the RPO Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the RPO Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. There shall be separate classes of Membership in the RPO Association for Residential Property Owners of Lots, Units, and Multi-Family Parcels. Each Residential Property Owner of a residential Lot in one of the single-family subdivisions, each Residential Property Owner owning a Unit in a Condominium, and each Residential Property Owner owning a Multi-Family Parcel, shall be a Member of the RPO Association. The number

of votes to be possessed by each Lot, Unit and Multi-Family Parcel Owner determined as follows:

> Each Lot shall have one vote, each Unit shall have one vote, and each Multi-Family Parcel shall have one vote.

Notwithstanding the foregoing, one vote on matters upon which Members are entitled to vote shall be allocated to each Lot, exercisable as the Members of the undivided fee simple interest in such Lot determine. Any owner of a fee simple interest of a Residential Parcel may cast the entire vote with respect to that Residential Parcel on any given matter, unless that vote is contested by a co-owner of that Residential Parcel. If the owners of the fee simple interest in a Residential Parcel are unable to agree among themselves as to the vote to be cast with respect to that Residential Parcel on a particular matter, no vote shall be cast with respect to that Residential Parcel on that particular matter. The RPO Board may temporarily suspend a Residential Parcel's vote if any assessment, assessment installment, or portion of the same is overdue. Likewise, the RPO Board may temporarily suspend a Residential Parcel's vote if that Residential Parcel's occupants or Members have failed to observe any term of the Master Declaration, the Declaration, these RPO Bylaws, or rules and regulations duly adopted by the RPO Board, subject to the parameters set forth herein.

11. Voting Power. Except as otherwise provided in the Declaration and these RPO Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the RPO Association a personally-signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Residential Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the RPO Board otherwise in the notice of meeting. The RPO Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Residential Parcel in the Jerome Village Planned Community) in these instances:

> (a) A determination by the RPO Board that the Member has a threatened or pending adverse interest to the interests of the Master Association, the RPO Association, or the RPO Board, or any member of the RPO Board, or any officer,

employee, committee member, or agent of the Master Association or the RPO Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the RPO Board, from the standpoint of the RPO Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the RPO Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and RPO Bylaws or by law.

## SECTION IV. BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the RPO Association to the elected Directors.

2. Successor Directors. On or about the RPO Turnover Date, the RPO Association shall meet, all current Directors shall resign, either in person or in writing, and all Members shall elect three (3) new Directors (at which time control of the RPO Association shall be considered to be "turned over to the Members"). The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the new Directors shall be staggered so that the terms of at least one-third (1/3) (one in number) of the Directors will expire and successors be elected at each annual meeting of the RPO Association. The initial Directors elected by the Members on the RPO Turnover Date shall be elected to staggered terms with one (1) Director elected to a one (1) year term, one (1) Director elected to a two (2) year term, and one (1) Director elected to a three (3) year term, determined on the number of votes cast for each Director, with the Director receiving the most votes being elected to the longest term (3 years) and in descending order therefrom. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. As a result, at every annual meeting one (1) new Director(s) will be elected.

3. Removal. Excepting only Directors named in the RPO Articles or selected or designated by Declarant, any Director duly elected by the Members may be removed from the RPO Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Members. In the event of the death, resignation, or removal of a Director other than one named in the RPO Articles or a substitute to the same selected by the Declarant, that Director's successor shall be selected by the remaining members of the RPO Board and shall

serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

In the event all Directors are removed, the Members shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Until the RPO Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the RPO Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Members.

4. Qualification. To qualify for nomination, election, or appointment as a Director (other than being selected by the Declarant), the prospect must be an individual who is an owner or co-owner of a Residential Parcel, the spouse of an owner or co-owner of a Lot or Unit, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Residential Property Owner. Further, that owner or co-owner of a Residential Parcel or such spouse must not then be delinquent in the payment of any obligation to the Master Association or the RPO Association or be an adverse party to the Master Association, its Board, or the RPO Association, the RPO Board, or any member of the Master Association Board or RPO Board (in that member's capacity as a Board member) in any litigation.

5. Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee appointed by the RPO Board, or, if the RPO Board fails to appoint a nominating committee, by the RPO Board itself. Nominations may also be made from the floor at a meeting. The nominating committee, or RPO Board, shall make as many nominations for election to the RPO Board as it shall, in its sole discretion, determine, but no fewer than the number of vacancies that are to be filled.

6. Election. Unless there are no more nominees than vacancies, election to the RPO Board by the Members shall be by secret written ballot. At the elections, the Members or their proxies may cast, in respect to each vacancy, the number of votes as they are entitled to under the provisions hereof and the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms, if applicable. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

7. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the RPO Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

8. Regular Meetings. Regular meetings of the RPO Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the RPO Board, but not less than quarterly.

9. Special Meetings. Special meetings of the RPO Board shall be held when called by the President of the RPO Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the RPO Association, after not less than three (3)

days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

10. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 13 below.

11. Attendance of Owners at Board Meetings. No Residential Property Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the RPO Board unless the RPO Board expressly authorizes that Residential Property Owner to attend or participate.

12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and RPO Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the RPO Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

13. Electronic Communications. The RPO Board may hold a meeting by any method of communication, including electronic or telephonic communication or communication by computer, provided that each RPO Board member can hear or read in real time and participate and respond to every other member of the RPO Board.

14. Action in Writing Without Meeting. Any action that could be taken by the RPO Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the RPO Board.

15. Powers, Duties and Authority. The RPO Board may act in all instances on behalf of the RPO Association unless otherwise provided in the Declaration, RPO Bylaws or Ohio Revised Code Chapter 5312, as amended, and without limiting the generality of the foregoing, the RPO Board shall have the right, power, and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and RPO Bylaws;

(b) obtain insurance coverage and bonds in amounts no less than that required pursuant to these RPO Bylaws and the Declaration;

(c) enforce the covenants, conditions, and restrictions set forth in the Master Declaration (to the extent applicable to Residential Property) and the Declaration;

(d) repair, maintain, and improve the Residential Common Property;

(e) establish, enforce, levy, and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Residential Common Property and the personal conduct of Residential Property Owners, and their tenants and guests on the same;

(g) suspend the voting privileges and use of recreational facilities of an Residential Property Owner during any period in which the Residential Property Owner shall be in default in the payment of any assessment for more than thirty (30) days (such rights may be suspended after notice and hearing, indefinitely, for each infraction of published rules and regulations or of any provisions of the Master Declaration, the Declaration and RPO Bylaws);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these RPO Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation management agreements and purchase agreements, all on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;

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

(k) borrow funds, as needed, enter into loan documents and pledge such security and rights of the RPO Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the RPO Association by law or the Declaration and these RPO Bylaws not specifically reserved to others.

16. Duties. It shall be the duty of the RPO Board, on behalf of the RPO Association, to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Residential Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Residential Property Owners, minutes of meetings of the Members and meetings of the RPO Board, and records of the names and addresses of Members;

(b) present the latest available financial statement of the RPO Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c) supervise all officers, agents, and employees of the RPO Association and verify that their duties are properly performed;

(d) prepare or cause an estimated annual budget to be prepared;

(e) as more fully provided in the Declaration; establish, levy, enforce, and collect assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate of assessment payment status;

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

(h) maintain the Residential Common Property, subject to the RPO Association's jurisdiction, within the scope of authority provided in the Declaration;

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

(j) take all other actions required to comply with all requirements of law and the Declaration and RPO Bylaws.

17. Delegation of Authority; Management; Contracts. The RPO Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a Common Expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the RPO Association is vested in Residential Property Owners other than Declarant, the contract must give the RPO Association the right to terminate it without cause and without penalty at any time after control of the RPO Association has been transferred to or assumed by the Residential Property Owners other than Declarant.

Subject to the foregoing, nothing contained in these RPO Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the RPO Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the RPO Association. In any case, no management contract or agreement by the RPO Association

executed prior to the assumption of control of the RPO Association by Residential Property Owners other than Declarant shall extend subsequent to that assumption of control unless renewed by the RPO Board pursuant to the provisions of these RPO Bylaws.

## SECTION V. OFFICERS

1. Enumeration of Officers. The officers of this RPO Association shall be a President, a Secretary, a Treasurer, and any other officers as the RPO Board may from time to time determine. No officer need be a Residential Property Owner, Member or Director of the RPO Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the RPO Association shall be appointed by the RPO Board to serve until the RPO Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The RPO Board may appoint any other officers as the affairs of the RPO Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the RPO Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the RPO Board. Any officer may resign at any time by giving written notice to the RPO Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the RPO Board and of the Members. Further, the Secretary shall serve notice of meetings of the RPO Board and of the Members and keep appropriate current records showing the names of Members of the RPO Association together with their addresses.

(c) Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the RPO Board directs), and disburse funds as directed by the RPO Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

## SECTION VI. COMMITTEES

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

## SECTION VII. BOOKS AND RECORDS

The books, records, and financial statements of the RPO Association, including current copies of the Declaration, RPO Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the RPO Association, for inspection by Residential Property Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Residential Parcels, pursuant to reasonable standards established from time to time by the RPO Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the RPO Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Section 5312.07 of the Ohio Revised Code, as amended, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the RPO Association shall make available to prospective purchasers current copies of the Declaration, RPO Bylaws, RPO Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after a Residential Property Owner obtains a Residential Parcel, the Residential Property Owner shall provide the RPO Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Residential Property Owner of the Residential Parcel, as well as the name, business address, and business telephone number of any person who manages the Residential Parcel as an agent of that Residential Property Owner. In addition, within thirty (30) days after a change in any of the above information, a Residential Property Owner shall notify the RPO Association, through the RPO Board, in writing of such change. When the RPO Board requests, a Residential Property Owner shall verify or update the information listed in this paragraph.

## SECTION VIII. FISCAL YEAR

Unless otherwise changed by the RPO Board, each fiscal year of the RPO Association shall begin on the first day of January and terminate at the end of the 31$^{ST}$ day of December of that year, except that the first fiscal year shall begin on the date of incorporation of the RPO Association and terminate at the end of the next following 31$^{ST}$ day of December.

## SECTION IX. COMMON EXPENSES

1. Costs. In accordance with the Declaration, all costs the RPO Association incurs in the administration, governance, and maintenance of the RPO Association are Common Expenses and the manner of collection thereof shall be through the imposition and collection of Assessments. Unless otherwise provided in the Declaration, all costs of the administration, operation, maintenance, repair and replacement of the Common Property are Common Expenses.

2. Allocation. The Common Expense liability of each Residential Parcel shall be allocated by the RPO Board as further provided in the Declaration.

3. Assessment. The RPO Board shall estimate the Common Expenses it expects the RPO Association to incur and shall assess each Residential Property Owner Assessments as further provided in the Declaration.

4. Interest. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the RPO Board may charge interest on any past due Assessment or installment at the rate of twelve percent (12%) per annum or the highest rate permitted by law.

## SECTION X. ASSESSMENTS

1. The RPO Association may assess each Residential Property Owner all Assessments set forth in the Declaration, including, but not limited to:

(a) Assessments for utility service that are imposed or levied in accordance with the Declaration, as well as expenses the RPO Board incurs in collecting those Assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Residential Property Owner or occupant of a Residential Parcel or their family members, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Declaration or the rules and regulations of the RPO Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) All other costs or charges the Declaration or RPO Bylaws permit.

2. The RPO Association shall credit any amount it receives from a Residential Property Owner pursuant to this Section in the following order:

(a) To interest owed to the RPO Association;

(b) To administrative late fees or enforcement assessments owed to the RPO Association;

(c) To collection costs, attorney's fees, and paralegal fees the RPO Association incurred in collecting the assessment;

(d) To the most recent principal amounts the Residential Property Owner owes to the RPO Association for the Common Expenses chargeable against the Residential Parcel.

3. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the RPO Board shall give the Residential Property Owner a written notice that includes all of the following:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or Assessment;

(c) A statement that the Residential Property Owner has a right to a hearing before the RPO Board to contest the proposed charge or Assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Residential Property Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

4. Hearing Request:

(a) To request a hearing, the Residential Property Owner shall deliver a written notice to the RPO Board not later than the tenth (10th) day after receiving notice. If the Residential Property Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the RPO Board immediately may impose a charge for damages or an enforcement Assessment.

(b) If a Residential Property Owner requests a hearing, at least seven days prior to the hearing the RPO Board shall provide the Residential Property Owner with a written notice that includes the date, time, and location of the hearing.

(c) The RPO Board shall not levy a charge or Assessment before holding any hearing requested pursuant to this section.

(d) Within thirty days following a hearing at which the RPO Board imposes a charge or Assessment, the RPO Association shall deliver a written notice of the charge or assessment to the Residential Property Owner.

(e) Any written notice shall be delivered to the Residential Property Owner by personal delivery, by certified mail, return receipt requested, or by regular mail.

## SECTION XI. LIENS ON PROPERTY

1. The RPO Association has a lien upon the estate or interest in any Residential Parcel for the payment of any Assessment or charge levied in accordance with Section 5312.11 of the Ohio Revised Code, as amended, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Residential Parcel and that remain unpaid ten (10) days after any portion has become due and payable.

2. All of the following apply to a lien charged against a Residential Parcel pursuant to this Section XI:

(a) The lien is effective on the date that a certificate of lien is filed for record in the Office of the Recorder of the Union County, Ohio, pursuant to authorization by the RPO Board of the RPO Association. The certificate shall contain a description of the Residential Parcel, the name of the record Residential Property Owner of the Residential Parcel, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the RPO Board or other designated representative of the RPO Association.

(b) The lien is a continuing lien upon the Residential Parcel against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section XI.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the RPO Association.

3. In any foreclosure action that the holder of a lien commences, the holder shall name the RPO Association as a defendant in the action. The RPO Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Residential Parcel during the foreclosure action.

4. Following any foreclosure action, the RPO Association or an agent the RPO Board authorizes is entitled to become a purchaser at the foreclosure sale.

5. A mortgage on a Residential Parcel may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Residential Parcel upon which the mortgagee holds the mortgage.

## SECTION XII. INDEMNIFICATION

1. Third Party Actions. The RPO Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other

than an action, suit or proceeding by or in the right of the RPO Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the RPO Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The RPO Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the RPO Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the RPO Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the RPO Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the RPO Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section XII shall be made by the RPO Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section XII. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section XII, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The RPO Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the RPO Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the RPO Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the RPO Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the RPO Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the RPO Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the RPO Association shall maintain all of the following to the extent reasonably available and applicable:

(a) Property insurance on the Residential Common Property;

(b) Liability insurance pertaining to the Residential Common Property;

(c) Directors and officers liability insurance.

The RPO Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the RPO Association, or is or was serving at the request of the RPO Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the RPO Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio nonprofit corporation law.

## SECTION XIII. AMENDMENTS

Any modification or amendment of these RPO Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature Page Follows

IN WITNESS WHEREOF, the undersigned, sole member of the Residential Property Owners Association, has caused these RPO Bylaws to be duly adopted on or as of the ___ day of _____, 20__.

JEROME VILLAGE COMPANY, LLC, an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____
Brian J. Ellis, President and Chief Operating Officer

**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*

July 2, 2021

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

Re: Village Neighborhood – Section 4, Phase 4
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on June 22, 2021. The construction drawings have been approved by our office. Construction work has commenced on site but has not been completed. As such, we have required a performance bond/surety for the outstanding improvements. The performance bond has been received but has not yet been approved by the Board of Commissioners.

We also have the following comments on the final plat:

1. Please indicate the adjoining property owners, specifically to the west of the subject property being platted.
2. The construction drawings indicate an additional drainage easement will be necessary west of lot #907 for pond P-281.

Because the surety has not yet been approved and the above outstanding items, we recommend denial of the plat. Should we obtain approval of the surety by the Board of Commissioners prior to next Thursday's Zoning and Subdivision Committee and Executive Committee meeting as well as clarification of the above technical issues, we reserve the right to change our recommendation.

Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

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

Cc: Jeremy Burrey, Union Soil and Water Conservation District (via email)

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

# Jerome Township Zoning Department

June 24, 2021

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

Re.: Jerome Village, Village Neighborhood, Section 4 (VN-4), Phase 4 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Village Neighborhood, Section 4, Phase 4 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1) Development Plan PUD 15-121-FDP-02 was approved by the Zoning Commission to allow for development at the site. The proposed Final Plat complies with that approved Development Plan.
2) “Minimum Lot Size” in the table on page 1 should be noted as “Minimum Lot Area”.

I have no additional concerns based on the Zoning Resolution and other applicable zoning regulations. As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee, and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden

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

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

# Jerome Township Zoning Department

## Brad Bodenmiller

**From:** Kyle Hoyng <khoyng@marysvilleohio.org>
**Sent:** Wednesday, June 30, 2021 10:21 AM
**To:** Brad Bodenmiller
**Cc:** Chad Green
**Subject:** Marysville Comments - July LUC Agenda Items

Brad

Please see the City of Marysville's comments below for the July LUC Agenda Items. Let us know if you have any questions or concerns.

GPN Section 11, Phase 2 - Final Plat

1. Please show the Utility Easement (as shown in the approved engineering plans) along the east side of Red Fir Ct, from Ash Grove Ct. to the start of the Drainage and Utility Easement shown on the Final Plat starting at Sta. 3+75+/-.

VN Section 4, Phase 4 - Final Plat

1. No Comments

Mills of Watkins - Preliminary Plat

1. Please label the thirty (30) wide sanitary and utility easement between Lots 16 and 17.
2. Please confirm the ownership and maintenance responsibility for each of the wastewater components.
3. Page 1 of 6, Standard Deed Restrictions For Union County Note No. 6b under Residential and Commercial references septic systems. It appears that all lots will have gravity sewers and not septic systems. Therefore, all references to septic systems should be removed. If any other sanitary sewer permits are required by Union County, please include this information in this Deed Restriction.

New California 13 - Preliminary Plat Extension

1. No Comments.

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

# Staff Report – Jerome Township Zoning Amendment

| | |
|---|---|
| **Jurisdiction:** | **Jerome Township Zoning Commission**<br>c/o Taylor Hoover<br>9777 Industrial Parkway<br>Plain City, OH 43064 |
| **Request:** | The Jerome Township Board of Trustees initiated a parcel amendment, by resolution, to rezone a lot **from** Rural Residential District (RU), Medium Density Residential District (MDR), and Planned Development District (PD) **to** Medium Density Residential District (MDR).<br><br>Parcel(s) involved:<br>• 1700340080000<br>Acreage proposed to be rezoned:<br>• 7.64 acres +/-<br>Existing Use:<br>• Quasi-Public Use<br>Proposed Use:<br>• Quasi-Public Use |
| **Location:** | This parcel is located at the southwest corner of the intersection of Jerome Rd and Ryan Pkwy in Jerome Township, Union County. |

| | |
|---|---|
| **Staff Analysis:** | **Background**<br>The supporting documents provided to LUC contain a letter dated June 8, 2021. In this letter, the Jerome Township Zoning Inspector informed the Board of Trustees that the parcel in question lies in three separate zoning districts. The Inspector believes that this could have allowed for errors by previous zoning inspectors as well as make it difficult for the current owner (Jerome United Methodist Church) to make improvements to the property or be granted zoning permits. Especially so, because one of the districts is the Jerome Village PD.<br><br>**Vicinity Land Uses & Zoning**<br>Land uses to the south, east, and north appear to be residential in nature, with the proposed lot lying just north of the unincorporated community of Jerome. Also to the north, across Ryan Pkwy, there appears to be a large unimproved lot |

that the use of is unclear. Land to the west appears to contain a drainage basin, a wooded area, and general open space.

When it comes to the zoning districts, the lot is surrounded on the north, west, and south by Planned Development District, and to the east and south by MDR.

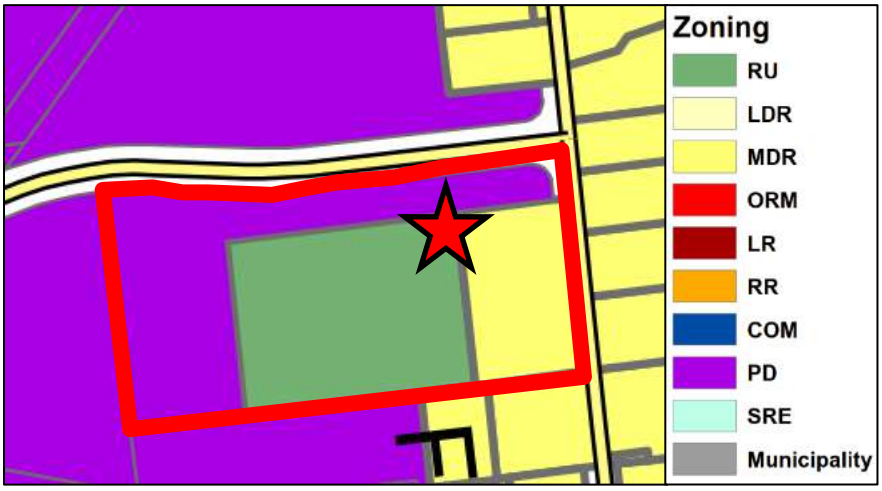



*Figure 1. Jerome Twp Zoning Map*

**Zoning Resolution**

The Zoning Resolution is comprehensive and it establishes zoning districts, and provides purpose and intent of each of those districts.

The purpose of the RU District is to "preserve rural character and provide for land which is suitable for very low density residences as defined in the Comprehensive Plan". (Zoning Resolution pp.4-13)

The purpose of the MDR District is to "provide opportunity to develop single-family residential lots at more traditional suburban densities where appropriate, as defined by the Comprehensive Plan". (Zoning Resolution, pp.4-19)

The purpose of the PD District is to, among other things, "provide an opportunity for a mix of open space and other uses not otherwise permitted within the standard zoning district classifications", and "Encourages unified development projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district." (Zoning Resolution, pp.5-1)

**Comprehensive Plan**
A comprehensive plan is a guide for decision-makers considering land use changes. The Jerome Township Comprehensive Plan was last updated in 2008.

The Plan's vision for future land use in that location is Residential Conservation District. The Residential Conservation District is characterized by clustered residential uses for the purpose of preserving large areas of open space and/or significant natural features. They are typically designed as planned unit developments (a.k.a. Planned Development District) (County Plan, pp.111 & 134).

Figure 2. Jerome Twp Future Land Use Map

# Staff Report – Jerome Township Zoning Amendment

| | |
|---|---|
| | **Staff Comments**<br>In this situation, the Township is attempting to simplify the zoning on the lot, eliminate an island of RU, and bring the lot closer to alignment with the existing surrounding zoning districts. Staff has reviewed the possible zoning districts, and have determined that MDR is the most appropriate zoning district. The church is not part of the PD, so forcing them to comply with development standards and processes doesn't make sense.<br><br>Although this does not align with the future land use map suggestion of "Conservation Development", the decision to rezone to MDR brings the property in line and in harmony with the existing land uses and character in the vicinity. So while it may not be a "perfect" solution, it is still a viable one.<br><br>Staff recommends making sure contact is made with the Church and any of their comments and concerns taken into consideration. Staff also recommends reviewing the site layout to ensure that any potential nonconformities do not cause a bigger issue, as well as just to generally be aware of any nonconformities that may impact future improvement. |

| | |
|---|---|
| **Staff Recommendations:** | Staff recommends ***APPROVAL*** of the proposed zoning amendment. In addition, staff also recommends taking any comments or concerns of the Church into consideration, and to review the site layout for any nonconformities to avoid future conflicts. |

| | |
|---|---|
| **Z&S Committee Recommendations:** | |

# *Jerome Township Zoning Commission*

**Anita Nicol**
Clerk
June 16, 2021

9777 Industrial Parkway
Plain City, Ohio 43064

Office: (614) 873-4480 x101

Aaron Smith
L.U.C. Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Dear Aaron:

This letter is to inform you of a Jerome Township Zoning Map Amendment:

Application: Z21-001

Name of Applicant: N/A – Amendment Initiated by Board of Township Trustees, see attached resolution.

Request: Rezoning approximately 7.64ac located at the southwest corner of Jerome Road and Ryan Parkway.

Present Zoning Dist.: Rural Residential District (RU), Medium Density Residential District (MDR), and Planned Development District (PD)

Proposed Zoning Dist.: Medium Density Residential District (MDR)

Current Land Use: Quasi-public Use Proposed Land Use: Quasi-public Use

Zoning Commission Public Hearing Date: Monday, July 12, 2021 at 7:00 p.m.

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

Sincerely yours,

Taylor Hoover
Zoning Commission Secretary

Attachment

Logan-Union-Champaign
regional planning commission

## Zoning Parcel Amendment Checklist

Date: 6/16/21 Township: Jerome (U)

Amendment Title: Z21-001 Jerome UM Church

**Notice**: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

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

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

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Jerome Township Zoning Department

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

June 8, 2021

TO: Board of Township Trustees

FROM: Eric Snowden, Zoning Inspector/Coordinator

RE.: Zoning Districts Applicable to Property Owned by Jerome United Methodist Church as shown on the Township's Official Zoning Map

Dear Trustees,

It has come to my attention that a 7.64ac parcel of land located 10531 Jerome Road and owned by Jerome United Methodist Church is currently zoned Rural Residential District (RU), Medium Density Residential District (MDR), and Planned Development District (PD) on the Official Zoning Map. Said parcel was created by combination of three parcels, one of which was acquired from Jerome Village Co. and zoned as part of the Jerome Village Planned Development District.

Jerome UM Church now proposes to construct an accessory storage building on the portion of the lot zoned PD District. This creates the unusual situation of requiring Development Plan approval for a minor project, which was likely not intended. It has also come to my attention, based on the records of the Zoning Department, that previous Zoning Inspectors may have issued zoning certificates for improvements within the portion of the lot zoned PD District. Given that no Development Plan was approved, these actions should likely not have taken place.

Based on this information, it is my recommendation that the Trustees pass a resolution to initiate an amendment to the Official Zoning Map, rezoning the entire 7.636 acre parcel to MDR District. This proposed zoning district would be in harmony with the uses and character of the area, allow religious organizations as a permitted use, and remove the need for Development Plan approval on that portion of the parcel now zoned PD District.

Attached is a draft resolution to initiate the proposed map amendment which has been reviewed as to form by the County Prosecutor's Office, as well as a legal description and site plan. I will be contacting authorized representatives of the Jerome UM Church to provide written acknowledgement of the situation and a statement that the Church does not oppose this action. While not required by law, this will ensure that the Zoning Department has provided adequate communications with the Church's leadership. Additional notice to surrounding property owners will be required as part of the review process provided by law.

Following passage of the resolution, the map amendment will be reviewed in accordance with Chapter 230 of the Zoning Resolution, and ultimately come before the Board for final determination.

Very respectfully,

Eric Snowden

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

AMERICAN LAND SURVEYORS | Focused on Excellence

November 8, 2018

**DESCRIPTION OF 7.636 ACRES**
**SOUTH OF RYAN PARKWAY (80' R/W)**
**WEST OF JEROME ROAD (C.R. 11 ~ WIDTH VARIES)**
**JEROME TOWNSHIP, UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 2991, being 7.636 acres of land and being all of that 3.117 acre tract as described in a deed to Jerome United Methodist Church, of record in Official Record 890, Page 615, all of that 3.000 acre tract of land as described in a deed to said Jerome United Methodist Church, of record in Deed Book 313, Page 249 and all of Tracts 1 and IV (one acre and one-half acre tracts respectively) as described in a deed to Jerome United Methodist Church, of record in Official Record 746, Page 253, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

Beginning at a MAG nail found in the centerline of Jerome Road (CR 11) as shown and delineated on the plat entitled "Dedication Plat of Ryan Parkway and Easements", a subdivision of record in Plat Book 5, Pages 336A – 336D. Said MAG nail bears South 6° 10' 48" East, a distance of 107.38 feet from the centerline intersection of said Ryan Parkway and Jerome Road;

Thence **South 6° 10' 48" East**, along the centerline of said Jerome Road, a distance of **313.50 feet** to a point at the northeasterly corner of a 0.729 acre tract of land as described in a deed to Eugenia G. Lewis, of record in Official Record 54, Page 157;

Thence **South 83° 00' 43" West**, along the northerly line of said 0.729 acre tract, the northerly line of a 0.46 acre tract of land as described in a deed to Raymond H. Braekevelt, of record in Official Record 973, Page 728 and the northerly line of a 1.875 acre tract as described in a deed to Daniel J. Sutphen, of record in Instrument No. 201801180000515, passing a ½" iron pin found at a distance of 200.42 feet (1.17' north of line), a 1" iron pipe found at a distance of 211.21 feet, a 5/8" iron pin found at a distance of 322.11 feet (2.4' north of line) and a 1" iron pipe found at a distance of 628.16 feet, a total distance of **850.84 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" in the easterly line of a 5.844 acre tract of land as described in a deed to Jerome Village Community Authority, of record in Instrument No. 201411040007860 2;

Thence **North 6° 58' 59" West**, along the easterly line of said 5.844 acre tract, a distance of **428.77 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" in the southerly right-of-way line of said Ryan Parkway;

1346 Hemlock Court N.E. • Lancaster, Ohio 43130 • 740-654-0600 (Lancaster Voice) • 740-654-0604 (fax)
614-837-0800 (Columbus-Voice) • 740-670-0800 (Newark-Voice) • 740-455-2200 (Zanesville-Voice)
EMAIL: jadcock@americanlandsurveyors.com WEBSITE: www.americanlandsurveyors.com

Thence along said southerly right-of-way line the following courses;

1. With the arc of a non-tangent curve to the right, having a radius if 580.00 feet, a central angle of 8° 24' 41", an arc length of 85.15 feet, the chord of which bears **North 87° 31' 07" East**, a chord distance of **85.07 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" at a point of tangency;

2. **South 88° 16' 32" East**, a distance of **196.58** feet to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" at a point of curvature;

3. With the arc of a curve to the left, having a radius of 660.00 feet, a central angle of 8° 15' 09", an arc length of 95.06 feet, the chord of which bears **North 87° 35' 54" East**, a chord distance of **94.98** feet to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" at a point of tangency;

4. **North 83° 28' 19" East**, a distance of **407.19 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" at a point of curvature;

5. With the arc of a curve to the right, having a radius of 35.00 feet, a central angle of 90° 20' 54", an arc length of 55.19 feet, the chord of which bears **South 51° 21' 14" East**, a chord distance of **49.65 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" at a point of tangency, also being a point in the westerly right-of-way line of said Jerome Road;

Thence **South 6° 10' 48" East**, along said westerly right-of-way line, a distance of **32.49 feet** to a 5/8" iron pin found with a plastic cap inscribed "Benchmark Surveying & Mapping" in the northerly line of the previously mentioned "One-Half" acre tract;

Thence **North 83° 00' 43" East**, along said northerly line and through the right-of-way of said Jerome Road, a distance of **40.00 feet** to the **PLACE OF BEGINNING** and containing **7.636 acres** of land.

Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

Iron pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "Jon Adcock, S-8461."

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio P.S. No. 8461 and is based on a field survey performed in October, 2018.

The7.636 acres described above is all of Auditor's Parcel No's. 17-0012018.0020, 17-0012018.1010, 17-0034008.0000 and 17-0034007.0000.

11/8/18

Jon B. Adcock, Ohio P.S. No. 8461 Date

STATE OF OHIO
JON BRETTON ADCOCK 8461
REGISTERED PROFESSIONAL SURVEYOR

1346 Hemlock Court N.E. • Lancaster, Ohio 43130 • 740-654-0600 (Lancaster Voice) • 740-654-0604 (fax)
614-837-0800 (Columbus-Voice) • 740-670-0800 (Newark-Voice) • 740-455-2200 (Zanesville-Voice)
EMAIL: jadcock@americanlandsurveyors.com WEBSITE: www.americanlandsurveyors.com

**RESOLUTION NO.** 21-072

**A RESOLUTION TO INITIATE AN AMENDMENT TO THE OFFICIAL ZONING MAP FOR A +/- 7.64 ACRE PARCEL OWNED BY JEROME UNITED METHODIST CHURCH. AND CERTIFY THE CHANGE AS A ZONING AMENDMENT TO THE ZONING COMMISSION FOR PUBLIC HEARING**

**WHEREAS,** Section 519.12 of the Ohio Revised Code provides the Board of Township Trustees the power to initiate amendments to the Township's Zoning Resolution and Official Zoning Map via resolution; and

**WHEREAS,** a parcel of land located 10531 Jerome Road (Main Street), being a +/- 7.64 parcel located at the southwest corner of Jerome Road and Ryan Parkway, and being parcel no. 1700340080000 owned by Jerome United Methodist Church as shown on the County Auditor's current tax list is currently zoned Rural Residential District (RU), Medium Density Residential District (MDR), and Planned Development District (PD) on the Official Zoning Map; and

**WHEREAS**, the Board of Township Trustees has received a memorandum from the Zoning Inspector indicating the history of the zoning regulations as applied to the parcel and proposing that the public interest would be better served if the Official Zoning Map was amended to designate the parcel Medium Density Residential District (MDR); and

**WHEREAS,** the Board of Township Trustees believes it would be in the best interests of the Township and its inhabitants to adopt this change to the Official Zoning Map.

**NOW THEREFORE,** upon motion by Joe Craft, seconded by C.J. Lovejoy, BE IT RESOLVED by the Board of Trustees of Jerome Township, Union County, Ohio (the "Board"), that:

1. That the Board declares its intention to certify this change as an amendment to the Zoning Resolution and refer it to the Zoning Commission for public hearing.

2. That the Zoning Inspector is directed to transmit a copy of this resolution and other relevant documents to the Logan-Union-Champaign Regional Planning Commission and to the Zoning Commission for review and recommendation in accordance with the Section 519.12 of the Ohio Revised Code.

3. That this zoning amendment shall be known during the review and recommendation process prescribed by Section 519.12 of the Revised Code as case # Z21-001.

Voting Aye thereon:

C.J. Lovejoy

Joe Craft

Megan Sloat, Chair

Voting Nay thereon:

C.J. Lovejoy

Joe Craft

Megan Sloat, Chair

**BOARD OF TRUSTEES,**
**JEROME TOWNSHIP,**
**UNION COUNTY, OHIO**

ATTEST AND CERTIFY:

Robert Caldwell, Township Fiscal Officer

Gore Investments LLC
3722 Marysville Road
Delaware, OH 43015

Blackberry Patch Properties Inc
7021 Cook Road
Powell, OH 43065

David and Paula Williams
7021 Cook Road
Powell, OH 43065

David and Paula Williams
7021 Cook Road
Powell, OH 43065

Eugenia Lewis & Robert George
10503 Jerome Road
Plain City, OH 43064

Raymond Braekevelt
10488 Faulk Street
Plain City, OH 43064

Daniel Sutphen
5832 Leven Links Court
Dublin, OH 43017

Jerome Village Community Authority
C/O Nationwide Realty Investors LTD
375 N Front Street
Suite 200
Columbus, OH 43215

Jerome Village Community Authority
375 N Front Street
Suite 200
Columbus, OH 43215

# PLAT OF SURVEY
## 7.636 ACRE TRACT
## VIRGINIA MILITARY SURVEY No. 2991
## JEROME TOWNSHIP, UNION COUNTY, OHIO

**FLOOD NOTE:**

THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" (UNSHADED), BEING AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP No. 39159C0395D, DATED DECEMBER 16, 2008.

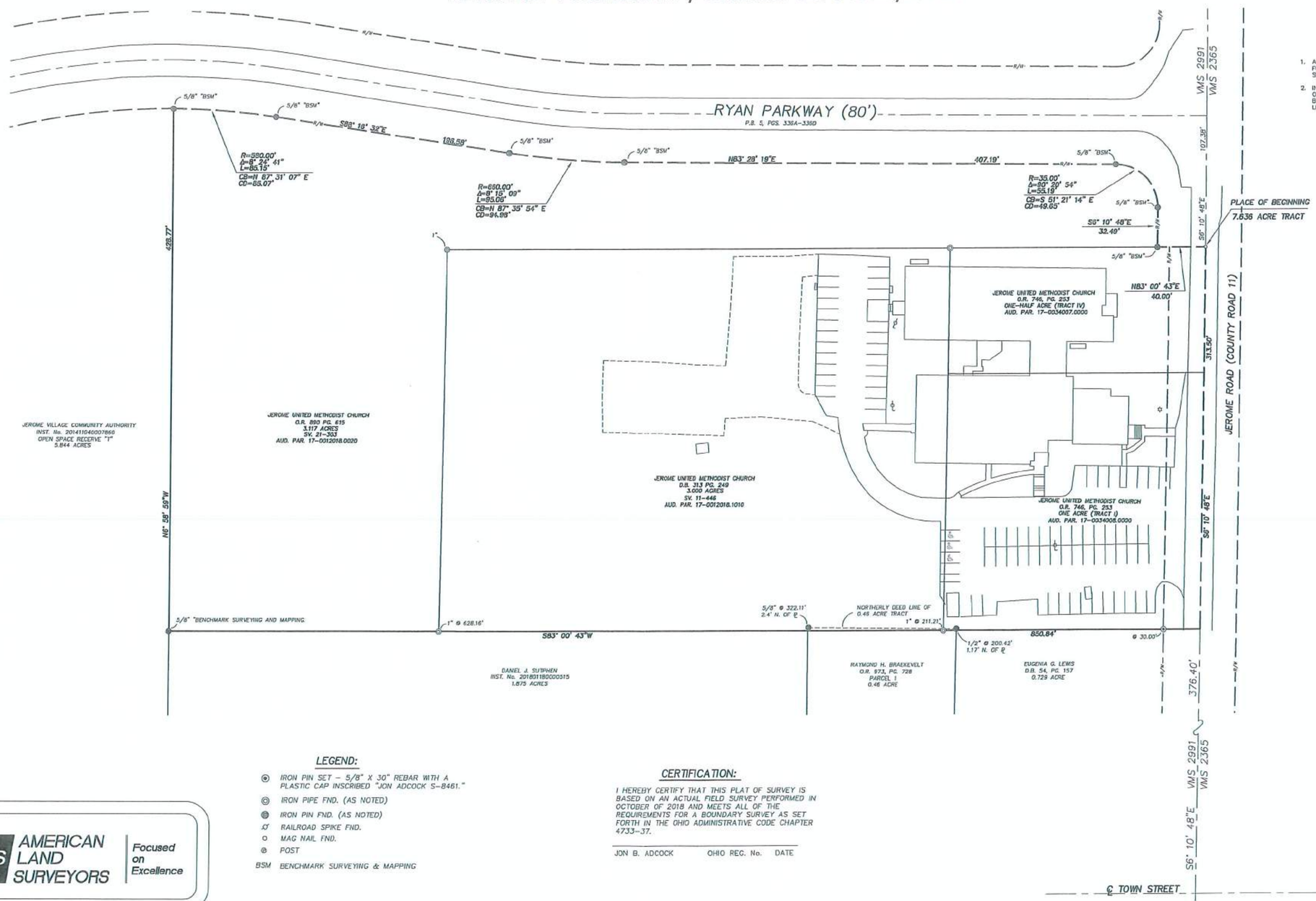
**BASIS OF BEARINGS:**

BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS, BEING THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 1983.

GRAPHIC SCALE
40 20 0 40
( IN FEET )
1 inch = 40 ft.

**NOTES:**

1. ALL PERTINENT DOCUMENTS USED FOR THIS BOUNDARY SURVEY ARE AS SHOWN HEREON.
2. IN GENERAL, ALL EVIDENCE OF OCCUPATION FOUND ALONG BOUNDARY LINES AGREES WITH THE LINES CITED IN THE DEEDS.




**LEGEND:**

- ◉ IRON PIN SET – 5/8" X 30" REBAR WITH A PLASTIC CAP INSCRIBED "JON ADCOCK S-8461."
- ◎ IRON PIPE FND. (AS NOTED)
- ● IRON PIN FND. (AS NOTED)
- ∅ RAILROAD SPIKE FND.
- ○ MAG NAIL FND.
- ⊕ POST
- BSM BENCHMARK SURVEYING & MAPPING

**CERTIFICATION:**

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED IN OCTOBER OF 2018 AND MEETS ALL OF THE REQUIREMENTS FOR A BOUNDARY SURVEY AS SET FORTH IN THE OHIO ADMINISTRATIVE CODE CHAPTER 4733-37.

JON B. ADCOCK OHIO REG. No. DATE


1346 Hemlock Court N.E.
Lancaster, OH 43130
Contact: Brett Adcock
(740) 654-0600 - Lancaster
(614) 837-0800 - Columbus
(740) 455-2200 - Zanesville
(740) 670-0800 - Newark
Fax: (740) 654-0604
www.americanlandsurveyors.com

ALS AMERICAN LAND SURVEYORS Focused on Excellence


| FIELD | DRAFT | CHECK |
|---|---|---|
| JBA | JBA | JBA |
| JOB NO.: | 09-021 | |
| DATE: | NOVEMBER 6, 2009 | |
| SCALE: | 1"=20' | |

PD

RYAN PARKWAY

EX CB TO BE REMOVED OR RELOCATED

EX.C.B. T.C.=978.39' WIN.=977.39' INV.S.=969.2'

S83°28'19"W 407.19'

EXISTING 0.181 ACRE UTILITY AND LANDSCAPE EASEMENT O.R. 980, PG. 175

EX.C.B. T.C.=977.76' INV.S.=976.72' INV.S.=968.2' INV.S.=976.72'

EX. 24" STM.

S89°16'32"E 196.58'

R=580.00' Δ=8°24'41" L=85.15' CB=N87°31'07"E CD=85.07'

EX. 36" STM.

EX. INV.=967.18'

EXISTING 0.348 ACRE DRAINAGE AND UTILITY EASEMENT O.R. 980, PG. 175

POND

JEROME UNITED METHODIST CHURCH O.R. 639 PG. 613 3.117 ACRES SV. 21-303

R=660.00' Δ=6°15'09" L=95.06' CB=N87°35'54"E CD=94.98'

WOODS

EX. LEACH FIELD

EX. LEACH FIELD

EX. GRAVEL PARKING LOT

RU

EX. ASPHALT PARKING LOT

EX. GRAVEL PARKING LOT

SHED TO BE RELOCATED

EX. SHED

JEROME UNITED METHODIST CHURCH D.B. 313 PG. 249 3 ACRES SV. 11-148

WOODS

WOODS

PD

N05°58'59"W 428.77'

S83°00'43"W 527.93'

DANIEL J SUTPHIN INST. No. 1701120200000 1.68 ACRE

PD

RAYMOND H. BRAEKEVELT O.R. 673, PG. 728 0.46 ACRE

MDR

EUGENIA G LEWIS INST. No. 1700340000000 0.73 ACRE

MDR

EX. BUILDING F.F.=980.5'

JEROME UNITED METHODIST CHURCH O.R. 746, PG. 253 0.5 ACRE

YARD DRAIN

COVERED DECK

OUTLET UNKNOWN

YARD DRAIN

MDR

EX. BUILDING F.F.=980.5'

JEROME UNITED METHODIST CHURCH O.R. 746, PG. 253 1 ACRE

EX. BUILDING F.F.=981.67'

SIGN

EX. CONC. WALK

RETAINING WALL

DECORATIVE WALL

EX. CONC. WALK

WALK/STEPS

EX. ASPHALT PARKING LOT

SAWCUT LINE

SAWCUT LINE

BENCHMARK #1 TOP OF SOUTH SIDE OF CONC. LIGHT POST BASE. ELEV.=977.33'

EX. ASPHALT PARKING LOT

SAWCUT LINE

2.00'

6' DIA. CONC. LIFT STA. (LOCKED)

EX. CONC. PAD(DUMPSTER)

WOOD FENCE DUMPSTER ENCLOSURE

S83°00'43"W 292.92'

EX.C.B. T.C.=971.80' N.INV.(6")=969.35' E.INV.(18")=968.65' S.INV.(8")=969.35'

S83°00'43"W 30.00'

EX. ASPHALT PAVEMENT

313.50'

S06°10'48"E

JEROME ROAD

MDR

EX.C.B. T.C.=972.65' WIN.=972.2' INV.S.=970.4'

EX 12" ST.

ENTRY COURT

EX.C.B. T.C.=972.51' WIN.=972.0' INV.S.=969.8'

EX 12" ST.

ENTRY COURT

EX. 18" STM.

TREES - NOT LOCATED

R=35.00' Δ=90°20'54" L=55.19' CB=N51°21'14"W CD=49.65'

N06°10'47"W 32.49'

S83°00'43"W 10.00'

R/W

R/W

R/W

# Chapter 425 – Rural Residential District (RU)

## 425.001 Rural Residential District Generally

The purpose and intent of the Rural Residential District (RU) is to preserve rural character and provide for land which is suitable or used for very low density residences as defined in the Comprehensive Plan. On-site water and sewer facilities are permitted, provided such facilities comply with all applicable regulations of the County Health Department. This District supersedes the U-1 Rural District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

## 425.01 Permitted Uses

Within the RU District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One single-family detached dwelling per lot.
2. Limited Home Occupation subject to requirements of Chapter 635 of this Resolution.
3. The use of land for conservation, preservation, or wetland restoration.
4. 6111 – Elementary and Secondary schools
5. 813110 – Church or other places of religious worship
6. 922160 – Fire Protection Services
7. Parks, Playgrounds and Playfields

## 425.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution.

## 425.03 Conditional Uses

The following uses may be permitted as conditional uses in the RU District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 721191 – Bed-and-Breakfast Inns
2. 921140 – Executive and Legislative Offices
3. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution
4. Expanded Home Occupations subject to the requirements of Chapter 635 of this Resolution.
5. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution.
6. Small wind projects (less than 5 mw) subject to the requirements of Chapter 650 of this Resolution. (Amd. 10-20-2020)

## 425.04 Lot Size and Yard Setback Standards

The following lot size and yard setback standards shall apply to all lots in the RU District:

### 1. Minimum Lot Size

The minimum lot size for parcels in the RU District shall be 1.5 acres or as required by the County Board of Health for the provision of on-site water and sanitary systems. In addition, the minimum lot size for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the RU District and this Resolution. (Amd. 8-17-2015,10-20-2020)

**2. Minimum Lot Width**
Lots in the RU District shall have a minimum width of 150 feet. (Amd. 8-17-2015,10-20-2020)

**3. Flag Lots**
In addition to the lot width requirement above, flag lots shall have a minimum frontage of 150 feet. (Amd. 8-17-2015, 10-20-2020)

**4. Front Yard Setbacks**
All front yard setbacks, as defined in Chapter 300, shall be measured from the right-of-way line. Such setbacks for the RU District shall be as follows:

a) **Type 'A'** – The setback for Farm Markets shall be a minimum of 15 feet as determined by Chapter 605 of this Resolution.
b) **Type 'B'** – The setback for single-family dwellings shall be a minimum of 50 feet.
c) **Type 'C'** – The setback for all other buildings or structures supporting a permitted, conditional, or accessory use of the property shall be 75 feet. (Amd. 10-20-2020)

**5. Side Yard Setbacks**
The minimum side yard setback for all buildings and structures in the RU District shall be 20 feet.

**6. Rear Yard Setbacks**
The minimum rear yard setback for all buildings and structures in the RU District shall be 30 feet.

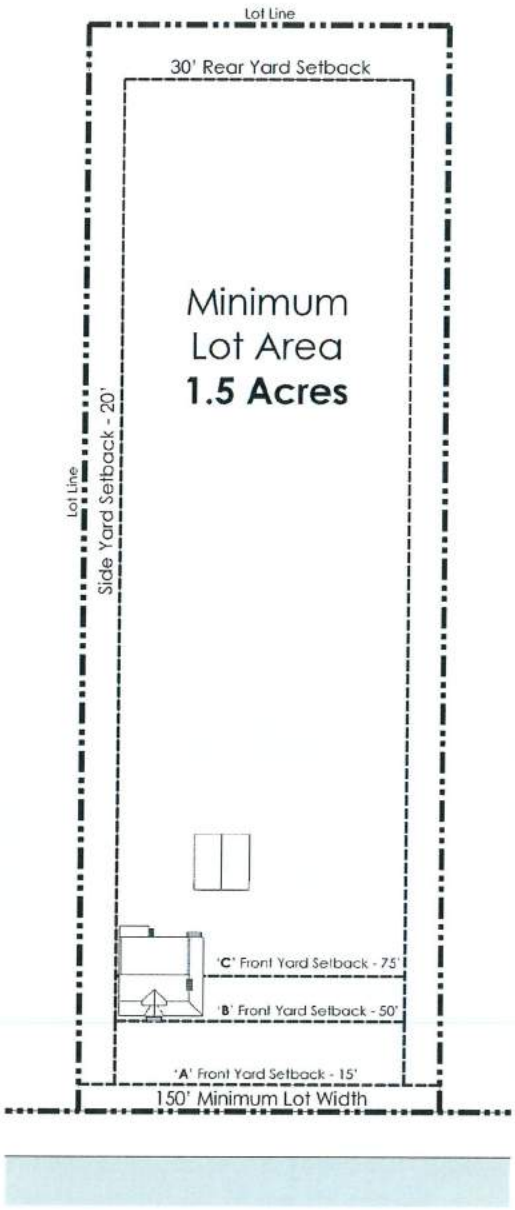



**Figure 425.01: Lot size and setback diagram for the RU District**

**7. Architectural Projections**
Open structures such as porches, canopies, balconies, platforms, carports, and covered patios, and similar architectural projections shall be considered parts of the building or structure to which it is attached and shall not project into the required minimum front, side or rear yard.

**8. Driveways and parking areas**

a) Driveways and parking areas for any residential use, or any other permitted, accessory, or approved conditional use, shall not be permitted within any side or rear yard setback within the RU District. Except as noted herein, parking areas for any permitted use or approved conditional or accessory use shall not be located within the front yard setback of any property within the RU District.

b) When abutting lots are required by the County Engineer to have a shared driveway access, such shared driveway access may be permitted within the required side or rear yard setback. A driveway permitted under this subsection shall have a minimum width of twelve (12) feet, and be subject to all other applicable County development standards and regulations for common access driveways not otherwise addressed or exceeded by this Zoning Resolution. Address signage shall be posted in accordance with the provisions of Chapter 615. No more than two (2) lots shall share any access point unless otherwise required by the County Engineer for any reasons of public safety. (Amd. 12-17-2019)

### 425.05 Building and Site Development Standards

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

**1. Minimum and Maximum Square Footages**

a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.

b) Single-family Dwellings – Single-family dwellings in the RU District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. Floor area shall be measured as defined in Chapter 300. (Amd. 10-20-2020)

**2. Maximum Building Height**

The maximum height of buildings and structures shall be measured as defined in Chapter 300 of this Resolution and shall meet the requirements listed below:

a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.

b) Single-family Dwellings – The maximum building height for single-family dwellings in the RU District shall be 35 feet.

c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet.

**3. Residential Building Standards**

The following standards apply to all single-family dwellings within the RU District:

a) Mobile Homes, Travel Trailers, or Park Trailers – The use as a residence of a mobile home, travel trailer, or park trailer, as defined by ORC 4501.01, is prohibited within the RU District.

b) Manufactured Home – The use of a permanently sited manufactured home, as defined by ORC 3781.06, is permitted within the RU District provided that the home meets all applicable residential building code standards, is installed on a permanent foundation, and meets all minimum floor area requirements.

# Chapter 435 – Medium Density Residential District (MDR)

## 435.001 Medium Density Residential District Generally

The Purpose and intent of the Medium Density Residential District (MDR) is to provide opportunity to develop single-family residential lots at more traditional suburban densities where appropriate, as defined by the Comprehensive Plan. Because of the smaller lot sizes allowed these properties are required to be served by centralized sewer and water services and will provide a transition between more intense commercial uses and lower density residential or agricultural uses. This district supersedes the R-2 Medium Density Residential District in existence prior to the enactment of this Resolution. (Amd. 10-20-2020)

## 435.01 Permitted uses

Within the MDR District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. One single-family detached dwelling per lot.
2. Limited Home Occupations subject to the requirements of Chapter 635 of this Resolution.
3. 6111 – Elementary and Secondary Schools
4. 813110 – Church or other places of religious worship
5. 922160 – Fire Protection Services
6. Community and Public Parks, playgrounds and sports fields. (Amd. 10-20-2020)

## 435.02 Accessory Uses and Structures

Accessory buildings or structures normally associated with single-family residential use including detached garages, tool or garden sheds, playhouses and swimming pools subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

## 435.03 Conditional Uses

The following uses may be permitted as conditional uses in the MDR District by the Board of Zoning Appeals in accordance with the requirements of Chapter 240 of this Resolution and subject to the development standards for such uses as established herein.

1. 623110 – Nursing Care Facilities
2. 623312 – Assisted Living Facilities for the Elderly
3. 921140 – Executive and Legislative Offices
4. Telecommunications towers subject to the requirements of Chapter 655 of this Resolution.
5. Expanded Home Occupation subject to the requirements of Chapter 635 of this Resolution.
6. Accessory dwelling units subject to the requirements of Chapter 645 of this Resolution. (Amd. 10-20-2020)

## 435.04 Lot Size and Yard Setback Standards

The following lot size and yard setback standards shall apply to all lots in the MDR District:

**1. Minimum Lot Size**

The minimum lot size for parcels in the MDR District shall be 12,000 Square Feet. In addition, the minimum lot size for all permitted and conditional uses shall be adequate to allow for the development of the lot in accordance with the applicable development standards of the MDR District and this Resolution.

2. **Minimum Lot Width**
   All lots within the MDR District shall have a width of 80 feet. Corner lots having frontage on two public roads shall provide a minimum lot width of 90 feet. (Amd. 10-20-2020)

3. **Flag Lots**
   Flag Lots are not permitted within the MDR District.

4. **Front Yard Setbacks**
   All front yard setbacks, as defined in Chapter 300, shall be measured from the right of way of the dedicated public road. The minimum front yard setback for all buildings and structures in the MDR District shall be 25 feet. (Amd. 10-20-2020)

5. **Side yard Setbacks**
   The minimum side yard setbacks for all buildings and structures in the MDR District shall be as follows:
   a) For lots having a width of less than 90 feet the minimum side yard setback shall be 6 feet.
   b) For lots having a width of 90 feet or greater, but less than 100 feet the minimum side yard setback shall be 8 feet.
   c) For lots having a width of 100 feet or greater the minimum side yard setback shall be 10 feet.
   d) For residences with side loaded garages the driveway shall be permitted to extend into the side yard a maximum of 4 feet. For residences with forward facing garages the driveway shall meet all side yard setbacks.

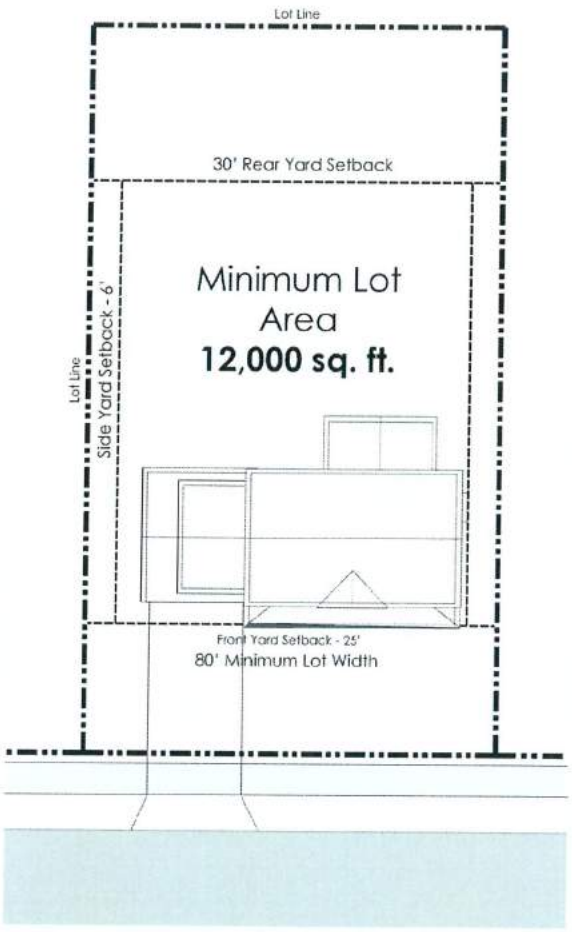



**Figure 435.01: Lot size and setback diagram for the MDR District**

6. **Rear Yard Setbacks**
   The minimum rear yard setback for all buildings and structures in the MDR District shall be 30 feet.

7. **Architectural Projections**
   Open structures such as porches, canopies, balconies, platforms, carports, and covered patios, and similar architectural projections shall be considered parts of the building or

structure to which it is attached and shall not project into the required minimum front, side or rear yard. (Amd. 10-20-2020)

8. **Driveways and parking areas**
   a) Driveways and parking areas for any residential use, or any other permitted, accessory, or approved conditional use, shall not be permitted within any side or rear yard setback within the MDR District except as permitted by Section 435.04(5)(d). Except as noted herein, parking areas for any permitted use or approved conditional or accessory use shall not be located within the front yard setback of any property within the MDR District.
   b)
   c) When abutting lots are required by the County Engineer to have a shared driveway access, such shared driveway access may be permitted within the required side or rear yard setback. A driveway permitted under this subsection shall have a minimum width of twelve (12) feet, and be subject to all other applicable County development standards and regulations for common access driveways not otherwise addressed or exceeded by this Zoning Resolution. Address signage shall be posted in accordance with the provisions of Chapter 615. No more than two (2) lots shall share any access point unless otherwise required by the County Engineer for any reasons of public safety.

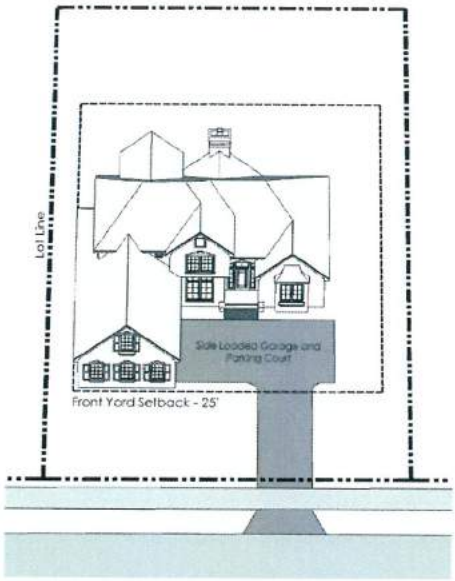



**Figure 435.04: Driveway Configuration in the MDR District**

## 435.05 Building and Site Development Standards

The following standards shall apply to the development of all permitted uses and accessory uses and structures within the MDR District:

1. **Minimum and Maximum Square Footages**
   a) Residential Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
   b) Single Family Dwellings – Single family dwellings in the MDR District shall provide a minimum of 1,200 square feet of floor area for a single story dwelling and a minimum of 1,600 square feet of floor area for a split-level or multi-story dwelling. Floor area shall be measured as defined in Chapter 300 of this Resolution. (Amd. 10-20-2020)

2. **Maximum Building Height**
   The maximum height of buildings and structures shall be measured as defined in Section 300 of this Resolution and shall meet the requirements listed below:
   a) Accessory Structures – See Chapter 645 for regulations concerning accessory structures.
   b) Single Family Dwellings – The maximum building height for single family dwellings in the MDR District shall be 35 feet.

c) All Other Permitted Uses and Approved Conditional Uses – The maximum building height for all other permitted uses and approved conditional uses shall be 35 feet. (Amd. 10-20-2020)

**3. Residential Building Standards**

The following standards apply to all single-family dwellings within the MDR District:

a) Mobile Homes, Travel Trailers, or Park Trailers – The use of a mobile home, travel trailer, or park trailer, as defined by ORC 4501.01, is prohibited within the MDR District.

b) Manufactured Home – The use of a permanently sited manufactured home, as defined by ORC 3781.06, is permitted within the MDR District provided that the home meets all applicable residential building code standards, is installed on a permanent foundation, and meets all minimum floor area requirements.

c) Attached Garages – The follow standards apply to all single family dwellings with attached garages.

(i) The face of all front-loaded garages shall be set back from the face of the principal residence a minimum of 2 feet in the case of 1 and 2 car garages. 3 car front-loaded garages are permitted on lots 90 feet and larger provided the third garage bay is set back a minimum of an additional 2 feet from the first two garage bays

(ii) Side-loaded garages are permitted to extend past the front of the principal residence to create a front parking court provided that the elevation of the garage facing the street is treated with windows and the garage meets the front yard setback for the District.

**4. Platted Residential Subdivisions**

The following standards shall apply to all new platted subdivisions having 20 or more lots within the MDR District.

a) Architectural Diversity – In the Medium Density Residential District, a single-family dwelling with the same or similar front elevation shall not be repeated within 4 houses on the same side of the street and within 2 houses in either direction of the house on the opposite side of the street. The builder is permitted to construct homes that use an identical elevation, but use a different main exterior material or main exterior color, provided that the homes shall be separated by at least 2 homes of a different elevation on the same side of the street and by at least 1 home in either direction of the house on the opposite side of the street.

b) Open Space – The developer of any platted subdivision within the Medium Density Residential District shall dedicate a minimum of 10% of the gross acreage of the property to permanent open space to be used by the residents of the development.

# Chapter 500 – Planned Development District (PD)

## 500.001 Planned Development District (PD) Generally

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

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

## 500.01 Residential Development Purpose and Intent

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

1. A clustered neighborhood design is encouraged with a gross density which is in keeping with the comprehensive plan and the physical development potential of the area.
2. The utilization of Conservation Design principles and preservation of a substantial amount of permanent open space is encouraged, integrated into the development and providing for a pedestrian friendly environment.
3. In larger developments, a variety of different lot sizes are encouraged to create an integrated and imaginative residential environment.
4. In larger developments a variety in architectural elevations are required as follows:
   a) Architectural Diversity – A single-family dwelling with the same or similar front elevation shall not be repeated within 4 houses on the same side of the street and within 2 houses in either direction of the house on the opposite side of the street. The builder is permitted to construct homes that use an identical elevation, but use a different main exterior material or main exterior color, provided that the homes shall be separated by

at least 2 homes of a different elevation on the same side of the street and by at least 1 home in either direction of the house on the opposite side of the street.

5. The provision of supporting facilities is encouraged, such as schools, churches and parks to create well-designed and functional neighborhoods. These facilities should be supported with pedestrian connections to neighborhoods.
6. Master planning is encouraged that focuses on a much broader scale than a single development site, taking into account the larger physical context within which the proposed development is to occur.
7. In areas identified on the comprehensive plan as "Higher Density Residential" it may be appropriate to consider single family or multi-family development at densities higher than those appropriate in other areas of the Township and where the Planned Development District will allow more creative site planning to accommodate these densities and provide appropriate transitions between adjoining higher intensity uses and lower intensity uses. (Amd. 10-20-2020)

### 500.02 Residential Development Purpose and Intent

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

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

### 500.03 Industrial Development Purpose and Intent

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

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

### 500.04 General Provisions

#### 1. Zoning Plan and Development Plan

For purposes of this Chapter, plans including all supporting documentation adopted by the

Township at the time of rezoning shall be referred to as the "Zoning Plan," and plans including all supporting documentation approved subsequent to such rezoning but prior to the initiation of any development activities are referred to as the "Development Plan." (Amd. 10-20-2020)

**2. Effect of PD Approval**

Each PD is considered a separate and unique zoning district wherein a Zoning Plan, including associated text describing the allowable uses and specific development standards, is adopted simultaneously with the application requesting amendment of the zoning map to apply the PD designation. The Zoning Plan, as approved by the Township and as provided under Ohio Revised Code Section 519.021(B), shall constitute the zoning regulations for and shall apply only to the property included within that particular PD. Whenever there is a conflict or difference between the provisions of this Chapter and those of other provisions of this Zoning Resolution, the provisions of this Chapter shall prevail for the development of land within the PD. Subjects not expressly covered by this Section or the applicable Zoning Plan shall be governed by the respective provisions found elsewhere in this Zoning Resolution that are most similar to the proposed use. (Amd. 10-20-2020)

**3. Sub Areas**

Depending upon the size and complexity of the proposed development different Sub Areas may be established within a PD. Each Sub Area may, if requested, be treated as a separate district with individual standards. However, only one PD Zoning Plan approval shall be issued for the entire development. For each Sub Area, the applicant shall indicate gross density, dwelling type, minimum development standards, and all other uses by type, size and location.

**4. Type of Action**

The action of the Township upon an application to approve a Zoning Plan pursuant to this Chapter and Chapter 230 of the Zoning Resolution shall be considered a legislative act, and subject to a referendum. After property has been rezoned to the PD, any action related to the subsequent use or development of such property, as being in compliance with the regulations authorized to be established by this Chapter including any action taken on a Development Plan, shall not be considered to be an amendment to the Township Zoning Resolution for the purpose of Section 519.12 of the Ohio Revised Code, but may be appealed pursuant to Chapter 2506 of the Ohio Revised Code. (Amd. 10-20-2020)

**5. Zoning Amendment**

A change to an adopted Zoning Plan shall be considered to be a zoning amendment and shall be processed according to the procedures set forth in Section 519.12 of the Ohio Revised Code and Chapter 230 of this Zoning Resolution. For Zoning Plans which are divided up into separate Sub Areas, as noted above, the applicant may file for an amendment to a specific Sub Area provided the requested change has no effect on the remaining Sub Areas. (Amd. 10-20-2020)

**6. Development Plan**

A Development Plan shall be required to be submitted to the Township for approval prior to the initiation of construction and development in each phase of the PD. Such Development Plan shall be in substantial compliance with and consistent with the approved Zoning Plan for the Property with respect to land uses, densities, architectural and landscape commitments, and open space. Minor deviations from the approved Zoning Plans may be considered for approval during the Development Plan process by the Board of Township Trustees without requiring an applicant file for an amendment to the Zoning Plan. Changes that may be considered minor, but do not limit the trustee's discretion in such matters, include:

a) Adjustments to the layout or alignment of new roads or to the site layout that does not affect lot count, density, setbacks, or open space and does not increase curb cuts or connections to existing roadways unless required by the County Engineer during final engineering. (Amd. 10-20-2020)
b) Increases in residential lot sizes or reductions in residential density provided such changes do not reduce the required setbacks, decrease the required open space, or change the required architectural or development standards.

### 500.05 Previously Approved Planned Developments

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

### 500.06 General Standards for Planned Developments

In order to achieve the purpose and intent of the Planned Development District and the Comprehensive Plan, the following general standards are hereby established for all Planned Developments within the Township. (Amd. 10-20-2020)

1. **Uses**

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

   a) Permitted Uses – Permitted uses within each PD District shall be clearly identified in the Zoning Plan submitted with the application to establish a PD. Uses not specified in the approved Zoning Plan will be prohibited. (Amd. 10-20-2020)

2. **Densities**

   Densities within a PD should be in conformance with the recommendations of the comprehensive plan and shall promote the efficient use of land and infrastructure. Proposed densities shall be clearly identified in the Zoning Plan submitted with the application for PD.

3. **Setbacks and Yard Areas**

   All proposed setbacks and yard areas within the PD shall be identified in the Zoning Plan submitted with the application for PD. Setbacks and yard areas within PD developments shall be established to meet the following requirements:

   a) Setbacks within a PD zoning shall support the goals of the comprehensive plan for development that respects the rural character of the township while promoting efficient use of the land and its resources.

b) Setbacks shall be configured to appropriately balance open space and provide safe separation between buildings and uses.

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

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

e) To the greatest extent possible new residential subdivisions should be designed to minimize the number of homes where the back yards and the backs of homes face existing and proposed roads. Where such conditions are to exist along existing state, county, and township roads a minimum setback of 50' between the right-of-way of the public street and the rear lot lines, and a minimum of 80' between the right-of-way of the public street and the rear setback line of the lot. An increased landscape buffer shall be established for the entire length of road affected. (Amd. 10-20-2020)

**4. Public Improvements**

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

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

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

c) Storm water management facilities shall be provided as required by the County Engineer and State of Ohio. (Amd. 10-20-2020)

**5. Access**

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

**6. Buildings**

To promote the purpose and intent of the Planned Development District and the goals of the comprehensive plan all applications for PD shall detail the proposed design and development standards for all residential and non-residential buildings within the PD. The following standards apply to all residential and non-residential buildings within the PD.

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

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

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

d) The Zoning Plan and application shall specify for all buildings and residences, at a minimum, the proposed exterior materials, size, height, roof shape and pitch.

**7. Lighting**

Any application for a PD shall include the type and description of all proposed street and parking lot lighting. Street lighting shall conform to the standards of the Union County Engineer and all lighting within the proposed PD shall conform to the following:

a) The lighting plan submitted with the Zoning Plan and the application for PD shall specify the proposed pole and lantern design, maximum height, lighting source, wattage, shielding and any other information necessary to evaluate the lighting as proposed.

b) The lighting plan submitted with the Zoning Plan and application for PD shall be designed to promote an overall cohesiveness in the development of the plan and to minimize the amount of light pollution affecting the neighboring properties and the rural character of the township.

c) Parking lot lighting specified within the PD shall be limited in height to the minimum required to effectively illuminate the parking areas to all applicable standards and shall incorporate a "cut-off" type shielding to prevent light pollution on adjacent properties.

**8. Signage**

All applications for a PD shall include a signage plan and or standards to be approved by the zoning commission for all uses and areas within the PD. Signage design and standards shall ensure a constant and comprehensive character throughout the project and compatible with the character of the Township and shall meet the following:

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

b) A detailed sign plan and standards shall be submitted with the application for PD and shall include the design, layout and dimensions of all proposed ground, window and wall signs as well as the setbacks from the right-of-ways and the type and intensity of illumination.

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

d) Wall signs shall be controlled and designed in a manner to compliment the architecture of the buildings and the PD. Ground signs shall be designed to relate to and share common elements with the proposed architecture. (Amd. 10-20-2020)

**9. Parking and Loading Areas**

For all non-residential uses off street parking and loading shall be provided for in the design of the PD. Parking and access requirements and standards shall be as defined in the approved Zoning Plan and shall meet the requirements of the Union County Engineer, the township fire department and the following standards:

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

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

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

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

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

**10. Landscaping**

All Zoning Plans and application for PD shall include a detailed landscape plan and standards for all areas, sub areas, open spaces and uses with the proposed development. The following standards shall apply:

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

b) A detailed landscape plan and standards shall be submitted with the Zoning Plan and PD application for approval by the Zoning Commission. All landscaping shall be maintained and kept in accordance with the approved landscape plan.

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

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

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

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

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

h) Street tree species native to the area shall be provided by the developer for all existing and proposed public streets and placed outside the public right-of-way in a maintenance easement. Size, shape, type and location of street trees shall be specified in the Zoning Plan. Street trees shall not be placed over utility lines and shall not interfere with the function or maintenance of roadways and drainage areas.

i) Landscape buffers between lots and the County or Township road serving the PD and buffers between lots and adjacent land should be placed in landscape easements on the plat and dedicated to the Homeowners Association or such other person or entity as may be approved in the Zoning Plan. Landscape buffer design shall be specified in the Zoning Plan. (Amd. 10-20-2020)

**11. Flood Plains and Environmentally Sensitive Areas**

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

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

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

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

**12. Open Space**

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

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

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

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

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

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

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

including appropriate conservation easements.

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

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

1. Private road and public road rights-of-way;
2. Parking areas, access ways, and driveways;
3. Required setbacks between buildings, parking areas, and project boundaries;
4. Required setbacks between buildings and streets;
5. Easements for overhead power transmission lines unless containing bike paths as part of an overall coordinated trail network;
6. Minimum spacing between buildings, and between buildings and parking areas;
7. Private yards;
8. Areas of fee simple lots to be conveyed for residential dwelling uses;
9. Other small fragmented or isolated open space areas that have a dimension less than 75 feet in any direction. (Excessive gaps and non-usable spaces between buildings are discouraged, or pedestrian walkways should be established.)

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

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

(x) The open space, including any recreational structures and public facilities proposed to be constructed in such space, shall be clearly shown on the Zoning Plan. (Amd. 10-20-2020)

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

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

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

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

2) The association shall be capable of and responsible for maintenance, control,

and insurance of common areas, including the open space.

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

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

1) The organization is acceptable to the Township, and is a bona fide conservation organization with perpetual existence;

2) The conveyance contains appropriate provisions for the property reverter or retransfer in the event that organization becomes unwilling or unable to continue carrying out its function; and

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

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

d) Transfer of Title of Open Space – Title to any open space required by the PD zoning which is included within any recorded subdivision plat of any section of the land zoned PD shall be transferred to the entity approved for ownership of the open space prior to the sale of more than 75% of the lots or units within that subdivision section.

## 500.07 Use-Specific Development Standards

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

### 1. Low and Medium Density Residential Land Use

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

a) Calculating Residential Density – While the densities of individual residential areas may vary within a large PD, the calculation of density for the entire PD shall be based upon the total number of dwelling units proposed for the total area devoted exclusively to residential use, including open space. Where open space is included within the calculation for residential density, such open space shall permanently remain as open space within the PD unless a future rezoning of the open space is approved by the zoning commission.
b) Additional Density Considerations – Additional density for residential developments to be serviced by centralized utilities may be permitted by the zoning commission in certain unique and special instances such as those where: the open space set-aside far exceeds the minimum recommended ; additional and substantial site amenities are provided; the development incorporates rural design characteristics into the overall design of the site and maintains compatibility with the surrounding or planned land uses; the design of the development preserves, protects and enhances the natural and historic resources located on the site; and storm water and other environmental impacts are minimized and mitigated and natural features are enhanced.
c) Lower Density Considerations – In addition to the consideration for additional density as mentioned above, the Zoning Commission may require lower densities for a residential development in certain unique and special instances such as those where: a large portion of the site is undevelopable due to its physical features such as existing bodies of water, steep slopes and similar characteristics, and where proposed residential development is not compatible with adjacent residential development patterns. (Amd. 10-20-2020)

**2. Higher Density Residential Land Use**

Future development of higher density land uses is expected to occur in areas so designated in the Jerome Township Comprehensive Plan as being suitable for such uses. These areas provide an opportunity to serve differing housing needs within the community and establish an effective transition between more intense commercial and office land uses, and lower density residential uses. The density of these developments will be based upon several factors, including, without limitation, the availability of centralized utilities, the recommendations of the comprehensive plan, and whether the proposed development will be compatible in use and appearance with surrounding or planned land uses. In addition increases in density should be supported for increased architectural and landscape standards and creative site planning that contributes to the desirability of the community.

**3. Agriculture and Rural Residential Land Use**

It is anticipated that portions of the Township will remain principally agricultural in nature, especially in those areas where centralized utilities are not anticipated to be provided. PD development standards within these areas should encourage a development pattern that minimizes impacts and intrusions to agriculture, such as clustering homes on new streets and not along existing road frontage and designating agricultural-exclusive areas.

**4. Residential Conservation Development**

Within the Jerome Township Comprehensive plan there exists recommendations for residential development that adheres to conservation development principles. These principles promote more compact development patterns in exchange for the preservation of important existing environmental and natural features and the set aside of significant amounts of open space. These types of developments reduce infrastructure costs for the developer, help to maintain a more open, rural feel for the township, promote a more efficient use of land, and provide a vehicle to preserve important natural features and incorporate them into a

development strategy. Land developed under a Conservation Development PD (CDPD) shall adhere to the following standards:

a) Uses – Conservation developments may be permitted to contain a mix of uses provided that all proposed uses are identified in the Zoning Plan and application as specified in Section 500.08.
b) Density – The overall residential density of the Conservation Development PD should conform to the recommendations and intent of the Comprehensive Plan and shall be identified in the Zoning Plan and application per Section 500.08.
c) Lot size – The intent of a Conservation Development PD is to allow smaller lot sizes and more compact development patterns in exchange for a higher percentage of dedicated open space and natural lands. To accomplish this goal lot sizes are flexible within the CDPD and shall be established by the approved Zoning Plan and PD application. All lots less than two acres in size shall be serviced by public sewer and water systems. Proposed lots of 2 acres or more shall be served by either public sewer and water services or on site treatment and well systems subject to the approval of the Union County Engineer and Union County Health Department.
d) Dedicated Open Space – All CDPD developments shall comply with the following minimum requirements regarding open space.
   (i) The minimum amount of open space to be provided with a CDPD is recommended to be 40% of the total acreage of the property being included in the PD. Development of smaller parcels may be considered for a reduction in the open space requirements provided that the recommendations of (ii), (iii), and (iv) below still apply.
   (ii) All CDPD developments shall strive to utilize open space to preserve natural features including but not limited to floodplains, waterways, stream buffers, steep slopes, woodlands, wetlands and natural habitats or shall be designed to preserve significant amounts of agricultural lands.
   (iii) Prohibition of further Subdivision of Open Space – Open space provided for the purposes of achieving the requirements of the CDPD shall be prohibited from further subdivision or development through deed restriction, conservation easement, or other such agreement acceptable to the townships legal advisor.
   (iv) Open spaces within the CDPD shall meet all other requirements of Section 500.06 herein. (Amd. 10-20-2020)

**5. Commercial and Office Land Use**

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

**6. Industrial Land Use**

Light industry, research and development, and related office uses should be clustered in areas serviced by centralized utilities and adequate highway accessibility. Absent special circumstances, density should not exceed 10,000 square feet per acre. This density calculation will ordinarily be based upon the total square footage proposed for the entire area

devoted exclusively to industrial development. However, a lower density may be mandated due to the nature of the project, the physical features of the site or the compatibility of the project with surrounding or planned land uses. The industrial areas should only develop in conjunction with centralized utilities. These areas should be master planned and well-coordinated, and not developed in a piecemeal (lot by lot) way. Access should be shared. Design standards should be incorporated into the Zoning Plan which will improve the aesthetic quality of this development type. In addition all industrial uses developed under the PD shall conform to the following standards:

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

### 500.08 Procedure for Amending to the PD

In addition to the procedure set forth in Chapter 230 of this Resolution, all applications for amendments to the zoning map to rezone property to the PD shall follow the procedures hereinafter set forth in Section 500.08, hereof.

1. **Pre-application Meeting**
   The applicant is encouraged to engage in informal consultations with staff from the Zoning Commission and the Union County subdivision authorities (e.g. Regional Planning Commission, County Engineer, Board of Health, etc.) prior to formal submission of an application for an amendment of the Zoning Resolution. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure or formal approval required by Township or County rules or regulations. (Amd. 10-20-2020)

2. **Application**
The owner(s) of land may request that the Zoning Resolution be amended to include such land in the PD by filing fifteen (15) copies of an application for such amendment with the Zoning Commission, which application shall contain:
a) name, address and telephone number of the owner and applicant;
b) name, address and telephone number of the urban planner, architect, landscape architect, surveyor and/or engineer assisting in the preparation of the Zoning Plan;
c) legal description of the property and the address of the property;
d) description of existing uses;
e) present zoning district;
f) a vicinity map at a scale approved by the Zoning Commission showing the relationship of the PD to the adjacent properties, existing streets and public service facilities in the area;
g) a list of the names and addresses of all owners of property which are within, contiguous to and directly across the street from the subject property as such addresses appear on the County Auditor's current tax list; and
h) Any other matter or information deemed necessary or relevant by the Zoning Commission for the proposed amendment. (Amd. 10-20-2020)

3. **Proposed Zoning Plan**
In addition to the application required herein, fifteen (15) copies of the proposed Zoning Plan shall be submitted with the application. The proposed Zoning Plan shall be prepared and endorsed by a certified or licensed planner, architect, landscape architect, engineer and/or surveyor, with all mapping to be at a scale of at least 1" = 100', and shall include, in text and map form, the following:
a) Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.
b) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.
c) Concept site plan of the proposed planned district, and proposed layout of all subareas.
d) Proposed densities, number of lots and dimension parameters, and building intensities.
e) Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.
f) Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.
g) Relation to existing and future land use in surrounding area.
h) Proposed provision of water, sanitary sewers, surface drainage, and street lighting.
i) Proposed traffic and pedestrian circulation pattern, indicating both public and private streets and highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.
j) An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.

k) Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.
l) Site plan, showing approximate nonresidential building locations(s), various functional use areas, circulation, and their relationship.
m) General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.
n) Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.
o) Projected schedule of site development.
p) Evidence that the applicant has sufficient control over the land to carry out the proposed development.
q) Regulation Text for development in the proposed Planned Development District. That text shall set forth and define the uses to be permitted in the proposed Planned Development District and the development standards applicable to the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PD.
r) This Regulation Text shall only apply to the PD in question and all development within that PD. All appropriate regulatory areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:
   (i) All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.
   (ii) All maximum height and size requirements of buildings, mechanical areas and other structures.
   (iii) All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.
   (iv) All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.
   (v) All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.
   (vi) All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjoining areas.
   (vii) All proposed signage and graphic standards, including height, setback, square footage, colors, corporate logos and type.
   (viii) All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.
   (ix) All exterior architectural design standards, including material, color and styles.
   (x) A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan;
   (xi) Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.
   (xii) Accessory structure standards and limitations.
   (xiii) Open space area, uses and structures, including proposed ownership and sample controlling instruments.

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

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

**4. Basis of Approval**

In determining whether or not to approve an application for a PD, the reviewing authorities shall consider all relevant factors and circumstances including, without limitation, the following:

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

**5. Effect of Approval**

a) The Zoning Plan, as approved by the Board of Township Trustees, shall constitute a rezoning of the subject tract to the PD permitting development and use of said land and any structures thereon in accordance with the development standards contained in the Zoning Plan. However, in a PD, no use shall be established and no structure shall be constructed or altered on any part of said tract, until there is submitted a Development Plan for said part of said tract, and until the Development Plan is approved by the Board of Township Trustees. (Amd. 10-20-2020)
b) The approval of the Zoning Plan shall be for a period of five (5) years, or for such other period as set forth in the approved Zoning Plan, to allow for the preparation of a required Development Plan(s). Unless the Board of Township Trustees approves

such an extension of this time limit, upon the expiration of such period, no use shall be established and no building, structure or improvement shall be constructed until an application accompanied by a new Zoning Plan has been filed with and approved by the Township, and such application for approval shall be subject to the same procedures and conditions as an original application for the Zoning Plan approval. This new application shall comply with the terms of the Zoning Resolution then in effect at the time of filing, including, without limitation, any zoning amendments enacted from and after the date of the initial request to include the property within the PD. In addition, the Board of Township Trustees or Zoning Commission may initiate a zoning amendment to rezone the property or any portion thereof to its former (or another similar) classification upon expiration of the Zoning Plan approval period. (Amd. 10-20-2020)

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

### 500.09 Development Plan

1. **Application**
In the PD, no use shall be established and no structure shall be constructed or altered until a Development Plan for each such use and/or structure has been approved by the Board of Township Trustees. An application, in a form approved by the Board of Township Trustees, shall be completed by the property owner and submitted with the Development Plan. A total of 15 copies of the application and supporting material shall be submitted. The application form shall be provided by the Zoning Inspector. All mapping shall be prepared using the County's graphic standards. (Amd. 10-20-2020)

2. **Development Plan**
In addition to the application required herein, 15 copies of the Development Plan shall be submitted with the application. The Development Plan, which may be submitted for the entire development or an individual phase, shall contain, in text and map form, the following information at a minimum:
   a) Proposed name of the development and its location;
   b) Names and addresses of owners and developers;
   c) Date, north arrow and Plan scale. Scale shall be one-inch equals 100 feet or larger scale;
   d) Boundary lines of the proposed development and the total acreage encompassed therein;
   e) Locations, widths and names of all existing public streets or other public ways, railroad and utility rights of way or easements, parks and other public open spaces, permanent structures, and section and corporation lines within or adjacent to the tract;
   f) Existing sewers, water mains, culverts and other underground facilities within the tract, adjacent to the tract or that will be used in developing the tract, indicating pipe sizes, grades and locations;
   g) The adjoining lines of adjacent tracts, parcels or lots;

h) Residential density, dwelling types, nonresidential building intensity and specific uses to be included within the proposed development, specified according to area or specific building location;
i) Existing ground configuration, drainage channels, wooded areas, watercourses and other significant physical features;
j) Layout of proposed streets, including their names and rights of way, easements, sewers, water lines, culverts, street lighting and other major improvements;
k) Layout, numbering and dimensions of lots if more than one;
l) Anticipated building envelope and general architectural style and character of proposed structures;
m) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant and for the dedications;
n) Building setback lines with dimensions;
o) Tentative street grades and sewer size slope;
p) Traffic circulation, parking areas, curb cuts and pedestrian walks;
q) Landscaping plans, including site grading and landscape design;
r) Engineering feasibility studies of any anticipated problems which may arise due to the proposed development as required by the Zoning Commission;
s) For other than detached single-family structures, provide:
   (i) Drawings for buildings to be constructed in the current phase, including floor plans, exterior elevations and sections;
   (ii) Color rendering of buildings(s), complete with a listing of all colors, including Pantone 1999-2000 Reference Numbers or if Pantone is not available, the manufacturer's reference/serial number with sample, and materials, with samples to be used;
   (iii) Building locations depicting the bulk, height and spatial relationships of building masses with adjacent development;
   (iv) Intended measures to screen rooftop mechanical equipment from view;
t) A detailed signage and exterior lighting plan;
u) Accommodations and access for emergency and firefighting apparatus;
v) The management plan or mechanism to provide for the perpetual maintenance of all open space, landscaping, buffers and shared parking areas by the ultimate owner and/or user and the controlling instruments;
w) Location of open space area and designation of intended uses; and
x) Any additional information as may be required by the Zoning Commission.

**3. Process For Development Plan(s) Approval**

The application and supporting materials for the Development Plan approval shall be submitted to the Zoning Commission for hearing and recommendation. The Zoning Commission shall establish a date for the hearing within a reasonable period of time following its receipt of the application and shall give the applicant written notice at least ten (10) days before the date of the hearing. The Zoning Commission shall make a recommendation for the approval, modification or denial of the application within a reasonable period of time after it is submitted. The recommendation shall be forwarded to the Board of Township Trustees. The Board of Township Trustees shall hold a hearing on the application within a reasonable period of time after its receipt of the recommendation and shall give the applicant written notice at least ten (10) days before the date of the hearing. The Board of Township Trustees shall render a decision on the application within a reasonable period of time after the recommendation and application have been submitted to the Board of Township Trustees for its action. In determination of its decision

for approval or denial of the Development Plan, the Board of Township Trustees shall consider whether or not the Development Plan is in substantial compliance with and consistent with the Zoning Plan for the property based upon the requirements in Section 500.04. (Amd. 10-20-2020)

4. **Commencement of Development**
   Upon the approval of the Development Plan, the tract which is the subject of said Development Plan may be used and developed consistent with the approved Zoning Plan and the Development Plan. The approval of the Development Plan shall be for a period of three (3) years in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the commencement of construction following the issuance of certificate of zoning compliance. If no plat has been filed within this approval period (or, if platting is not required, if construction has not commenced) and unless the Board of Township Trustees approves an extension of this time limit, the Development Plan shall expire. Upon the expiration of the Development Plan, no use shall be established or changed and no building, structure or improvement shall be constructed until an application accompanied by a new Development Plan has been filed with and approved using the same procedures and criteria as established for the approval of the initial Development Plan. (Amd. 10-20-2020)

5. **Extension of Time for Development Plan**
   Upon application by the owner(s), the Board of Township Trustees may extend the time limit provided by Section 500.09 (4), above. Such extension may be given upon a showing of the purpose and necessity for same and upon evidence that the owner(s) has made reasonable efforts toward the accomplishment of the original approved Zoning Plan, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of the PD. (Amd. 10-20-2020)

6. **Modification of Development Plan**
   An applicant seeking to modify an approved Development Plan shall file an application for Development Plan Modification utilizing the same procedures and criteria as established for the approval of the initial Development Plan. (Amd. 10-20-2020)

### 500.10 Fees

A fee as established by Schedule of Zoning Fees shall accompany an application requesting approval of the Zoning Plan or Development Plan. In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by the Township in using professional consulting services to review the Zoning Plan and/or Development Plan. These expenses may include, without limitation, costs for professional consultants such as architects, landscape architects, planners and engineers utilized by the Township in connection with reviewing the Zoning Plan or Development Plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a Zoning Plan or Development Plan, the Zoning Commission shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Commission shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Commission

shall send the applicant written notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Fiscal Officer, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission shall consider the reasonable commercial rates of qualified professionals and reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services. (Amd. 10-20-2020)

### 500.11 Phases

A project which is the subject of the Zoning Plan may be approved for development in phases. Each phase shall require approval of a Development Plan for that phase pursuant to the procedures set forth herein. Unless otherwise specified in the Zoning Plan or absent an extension approved by the Board of Township Trustees, all phases shall be submitted for and receive Development Plan approval within the time frame set forth in Section 500.09(4). An application for Development Plan approval for each phase of a project shall be annotated as to the as built conditions and shall be supplemented with an updated construction schedule. The phasing schedule shall be fully described in the Zoning Plan in a manner sufficient to give Township officials guidelines for the timing of future phases. (Amd. 10-20-2020)

## Chapter 510 – Open Space District (OS)

### 510.001 Open Space District (OS) Generally

The purpose and intent of the Open Space District (OS) is to preserve and enhance public and private open space, natural areas, and improved park and recreation areas primarily for more passive recreational uses and preservation. These uses contribute to the open and rural character of the township and the quality of life for its residents and visitors. The establishment of this district promotes the Environmentally Sensitive areas & Open space objectives of the Jerome Township Comprehensive Plan. This district may be applied to lands owned by public and private entities that have been reserved for open space uses such as landscape corridors, habitat migration, wetlands, wildlife, lakes trails, parks, nature preserves, and similar uses. This district supersedes the SR-3 Special Recreation District in existence prior to the enactment of this Resolution.

### 510.01 Permitted Uses

Within the OS District the following uses, developed in accordance with all other provisions of this Resolution, shall be permitted:

1. 712130 – Arboreta, Arboretums, Aviaries, Botanical Gardens, and Botanical Conservatories
2. 712190 – Nature Parks and Other similar Institutions
3. 713990 – Day camps
4. 713990 – Fishing clubs
5. 713990 – Recreational Horse Rental Services
6. 713990 – Recreational Horseback Riding
7. 713990 – Picnic Grounds
8. 713990 – Recreational camps
9. 713990 – Riding clubs & stables
10. 713990 – Trail riding
11. 812220 – Cemeteries, Mausoleums, and Memorial Gardens

### 510.02 Lot Size and Yard Setback Standards

The following lot size and yard setback standards shall apply to all lots within the OS District:

**1. Minimum Lot Size**

All lots within the OS District shall be a minimum of 1.5 acres in size, or such larger size as necessary to allow for the development of the lot in accordance with the applicable development standards of this Resolution and all other state and local requirements.

**2. Minimum Lot Width**

The minimum lot width for all lots in the OS District shall be determined based upon the functional classification of the roadway upon which the property fronts. Functional roadway classifications shall be those determined by the County Engineer. All driveway locations and driveway spacing shall meet the current requirements of the County Engineer at the time of construction. The following minimum lot width shall apply:

**Table 510.02.1 Lot Width Requirements for the OS District**

| Road / Street Classification | Minimum Lot Width |
|---|---|
| Local Road | 100 feet |
| Minor Collector Road | 100 feet |
| Major Collector Road | 200 feet |
| Minor Arterial Road | 300 feet |
| Major Arterial Road | No Access |

(Amd. 10-20-2020)

**3. Maximum Lot Coverage**

The total ground area occupied by all buildings and structures shall not exceed a maximum of 15 percent of the total area of the lot or tract.

**4. Front Yard Setbacks**

All front yard setbacks shall be determined based upon the functional classification of the public roadway upon which the property fronts and shall be measured from the right of way of said public road. The functional roadway classification shall be as determined by the County Engineer. The minimum front yard setbacks for the OS District shall be as follows:

| **Table 510.02.2 Front Setback Requirements for the OS District** | | |
|---|---|---|
| **Road / Street Classification** | **Minimum Front Setbacks For:** | |
| | Principal Buildings / Structures | Parking and Circulation |
| Local Road | 30 feet | 20 feet |
| Minor Collector Road | 30 feet | 20 feet |
| Major Collector Road | 40 feet | 30 feet |
| Minor Arterial Road | 50 feet | 30 feet |
| Major Arterial Road | n/a | n/a |

(Amd. 10-20-2020)

**5. Side yard Setbacks**

The side yard setbacks in the OS District shall be as follows:

a) When any lot in the OS District adjoins any lot less than 5 acres in size zoned in any residential district, or where the side lot line exists within 250 feet of any residential structure, the minimum side yard setbacks shall be:
   (i) 20 feet for all parking and vehicular circulation areas.
   (ii) 30 feet for any loading, delivery, and service/maintenance areas.
   (iii) 50 feet for all buildings and structures.
b) For all other lots in the OS District the side yard setbacks shall be:
   (i) 10 feet for all parking and vehicular circulation areas.
   (ii) 20 feet for any loading, delivery, and service/maintenance areas.
   (iii) 30 feet for all buildings and structures.

**6. Rear Yard Setbacks**

The minimum rear yard setbacks in the OS District shall be as follows:

a) When any lot in the OS District adjoins any lot less than 5 acres in size zoned in any residential district, or where the rear lot line exists within 250 feet of any residential structure, the minimum rear yard setbacks shall be:
   (i) 20 feet for all parking and vehicular circulation areas.
   (ii) 50 feet for all structures, loading, delivery and service / maintenance areas.
b) For all other lots in the OS District the rear yard setbacks shall be:

(i) 30 feet for all buildings, parking, vehicular circulation and loading, delivery, and service/maintenance areas.

**510.03 Building and Development Standards**
The following building and development standards shall apply to all uses and lots in the OS District:

**1. Building Construction**
Buildings shall be constructed and clad with conventional building materials of a quality equal to or better than buildings in the surrounding area. Greenhouses as a permanent structure in conjunction with a botanical garden or conservatory use and open shelter houses shall be permitted in this district. The use of tents, inflatable buildings, fabric buildings and other such structures for permanent use shall be prohibited. Nothing in this Section shall prohibit the use of tents, pavilions, awnings or canopies for temporary use meeting the requirements of Chapter 640 of this Zoning Resolution. (Amd. 10-20-2020)

**2. Temporary Structures**
Temporary non-residential structures, such as construction trailers, may be used incidental to construction work on the premises, on adjacent public projects, or during the period while a permanent structure is being constructed. The user of said structure shall obtain a permit for such temporary use from the Zoning Inspector, which permit shall be valid for a period of 6 months. Such permit may be renewed by the Zoning Inspector upon a determination of reasonable progress toward the completion of the permanent structure or project. Said temporary structure shall be removed within 10 days of the earlier of; the completion of the construction project, the issuance of an occupancy permit, or the expiration of the temporary use permit. (Amd. 10-20-2020)

**3. Building Height**
The maximum height of all structures in the OS District shall be 30 feet, measured as defined in Chapter 300 of this Resolution. (Amd. 10-20-2020)

**4. Building Design and Orientation on the Lot**
The following standards apply to the construction of all buildings within the OS District:

a) Main Entries – All buildings within the OS District shall be designed and located on the lot so that the main entrance to the building is visible from the street on which the lot fronts. The main entrance of each building shall be clearly delineated from the rest of the building through the use of architectural projections, a change in architectural design, a change in building materials, awnings, canopies or other such architectural features.
b) Blank Walls – Large expanses of flat, featureless, exterior wall shall not be permitted on any building elevation within the OS District. Buildings shall be designed so that, at a minimum, exterior walls are varied through the use of windows, changes in building mass, changes in building materials, or a combination of the above.
c) Loading Docks and Loading Areas – Loading docks and loading areas shall not be permitted on the side of the building that faces the street. Buildings shall be designed and located on the lot so that loading docks and loading areas are at the side or rear of the building.

**510.04 Loading, Delivery and Service Areas**
Loading, delivery and service/maintenance areas within the OS District shall meet the following standards:

**1. Screening**

All loading, delivery, and service/maintenance areas in the OS District shall be screened from view in accordance with the following standards:

a) Buffering from Non-Residential Uses – Service and delivery areas, overhead doors, and loading docks, if required, shall be buffered from adjacent non-residential uses by the installation of evergreen trees and/or shrubbery of a type and variety normally achieving a minimum of 5 feet in height within 3 years of planting. Evergreen trees and/or shrubbery shall be planted in such a way as to provide a minimum of a 75 percent opacity screen between the service area and/or loading dock and the adjacent use. Walls and fences may be used for the purposes of buffering service areas and/or loading docks provided that such walls and fences meet the requirements of Chapter 625 and do not contain any advertising.

b) Screening from Adjacent Residential Uses, Industrial Parkway, US Highway 42, and US Highway 33 – All sides of any service areas and/or loading docks that are visible to adjacent residential uses or lots, Industrial Parkway, US Highway 42, and US Highway 33 shall be entirely screened from view through the use of one of the following:
   (i) Completely opaque walls or fences, in accordance with Chapter 625 of this Resolution, to a height necessary for screening the proposed use but not less than 6 feet and not exceeding 12 feet in height.
   (ii) Loading docks may be screened from view by an extension of a building wall provided that the wall is constructed of materials similar to and harmonious with the design of the principal structure.
   (iii) A combination of mounding and evergreen shrubbery to obtain 100 percent screening of the area, to a minimum of 6 feet in height, within 3 years after planting.
   (iv) A continuous planting of evergreen trees, a minimum of 6 feet in height at the time of planting, and staggered or spaced to achieve 100 percent screening of the area within 3 years of planting.
   (v) Any combination of the above.

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

d) Maintenance of Materials – All planting and landscape materials used for the purpose of screening shall be maintained in good condition in accordance with Chapter 620 of this Resolution. (Amd. 10-20-2020)

## 510.05 Off-Street Parking

Off-street parking for all uses in the OS District shall be provided at the time of construction of the main structure, building, or outdoor facility with adequate provisions for ingress and egress. All parking spaces and vehicular circulation areas shall meet the requirements of Chapter 610 and the following standards:

**1. Number of Parking Spaces Required**

All uses in the OS District shall provide a minimum number of off-street parking spaces in accordance with the type of use as defined in Chapter 610.

**2. Parking Lot Landscaping**

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

a) Parking Lot Trees – The owner or developer of the proposed use shall install a minimum of 1 shade tree per every 10 parking spaces. Shade trees shall be installed in the center of the required landscape islands to avoid damage. Shade trees shall be of a species and variety that is typically known for urban tolerance, does not fruit heavily and shall be a minimum of two inches in caliper at the time of installation. (Amd. 10-20-2020)

### 510.06 Landscaping

All uses within the OS District shall be landscaped in accordance with Chapter 620 of this Resolution.

### 510.07 Signage

Signs identifying or advertising uses within the OS District shall be in strict compliance with Chapter 620 of this Resolution and with the standards as follows:

1. **Number and Type of Signs Permitted in the OS District**
   For all uses and lots within the OS District the total amount of signage permitted shall be as follows:
   a) One ground mounted monument sign shall be permitted per parcel.
2. **Monument Signs**
   All monument signs within the OS District shall comply with the requirements of Chapter 620 and the following requirements:
   a) Construction – Monument signs shall be permanently installed on a solid base constructed of durable natural materials or between two posts or columns constructed of durable natural materials.
   b) Height – Monument signs in the OS District shall not exceed a total of 5 feet in height including the sign, sign base and support columns.
   c) Location – Monument signs in the OS District shall be set back at least 15 feet from any right of way or lot line and shall be installed in a location that will not impede the view of traffic from driveways or intersections.
   d) Display Area – The total display area of all signage surfaces shall not exceed 30 square feet as defined in Chapter 300 of this Resolution.
   e) Landscaped area – Each monument sign shall be surrounded by landscaping around the base of the sign totaling a minimum of 50 square feet. Landscaped areas shall be comprised of a variety of plant materials such as annual or perennial flowers, ground covers, and shrubs. (Amd. 10-20-2020)

### 510.08 Lighting

All exterior lighting within the OS District shall strictly adhere to the requirements of Chapter 620 and the following standards:

1. **Maximum Height Requirements**
   The total height of exterior light fixtures used for parking lot and site lighting within the OS District shall not exceed a maximum height of 24 feet established from the average finished grade of the area intended to be illuminated surrounding the light fixture. (Amd. 10-20-2020)

# Zoning & Subdivision Committee

Thursday, July 8, 2021

The Zoning and Subdivision Committee met in regular session on Thursday, July 8, 2021, at 12:30 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Ashley Gaver, Steve McCall, Heather Martin, Bill Narducci, Steve Robinson, and Aaron Smith. Absent members were: Tammy Noble, Tom Scheiderer, Jeff Stauch, and Andy Yoder

Guests included: Doug Crabill, City of Urbana; Doug Annette, Modern Farmhouse; Barney Dodson, Modern Farmhouse; Wade Dunham, Evergreen Land Company; Justin Wollenberg, Terrain Evolution.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Steve McCall moved a motion to approve the minutes from the June 10, 2021, meeting as written and Tyler Bumbalough seconded. All in favor.

1. Review of GPN-11 Phase 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Brad Bodenmiller stated the applicant has worked with reviewing agencies to address the comments in the staff report.
   - Bill Narducci – Those conditions have been met regarding the physical changes on the plat itself?
     - Brad Bodenmiller – Correct.
   - Bill Narducci moved a motion to recommend approval of the GPN-11 Phase 2 Final Plat per staff comments and Ashley Gaver seconded. All in favor.

2. Review of Mills of Watkins Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
   - Tyler Bumbalough – What's the sanitary/sewer situation of this plat?
     - Bill Narducci – We have an adjacent package plant that has limited but additional capacity. This will have a private pump station and privately maintained by the HOA. It will then pump to our public system.
   - Bill Narducci moved a motion to recommend approval of the Mills of Watkins Preliminary Plat per staff comments and Steve McCall seconded. All in favor.

3. Review of New California Hills XIII Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller

- Bill Narducci – We've been through some construction drawing reviews so there's a lot of items on the conditional approval letter; what's the timing for construction?
  - Wade Dunham – Our desire is October 1 of this year. We're still dealing with the EPA regarding stormwater. Currently we're working on a mitigation plan for some small screens for the cul-de-sac area and have a decent solution. We'll have to reconfigure some retention ponds. Hoping to get the plans back in the next couple of weeks and get them to the Engineer's Office.
- Wes Dodds moved a motion to recommend approval of the New California Hills XIII Preliminary Plat Extension per staff comments and Steve Robinson seconded. All in favor.

4. Review of VN-4 Phase 4 Final Plat (Union County) – Staff Report by Brad Bodenmiller
   - Brad Bodenmiller stated the applicant has worked with reviewing agencies to address the comments in the staff report.
   - Bill Narducci moved a motion to recommend approval of the VN-4 Phase 4 Final Plat per staff comments and Tyler Bumbalough seconded. All in favor.

5. Review of Jerome Township Parcel Amendment (Union County) – Staff Report by Aaron Smith
   - Ashley Gaver – Since it's been combined into one parcel, what is that zoning?
     - Justin Wollenberg – Jerome Village dedicated to the church acreage along the pond and parkway. Since then all three parcels were combined into one parcel with the auditor. There was never a zoning change for any of these parcels. That's what Eric's trying to fix.
       - Ashley Gaver – It should have been.
     - Bill Narducci –Several years ago the auditor's office allowed parcels to be combined through a process they no longer use. Was it resurveyed at the time of combination?
       - Ashley Gaver asked for clarification on the amendment.
   - Steve McCall moved a motion to recommend approval of the Jerome Township Parcel Amendment per staff comments and Ashley Gaver seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 12:59 pm with Steve McCall moving a motion to adjourn and Wes Dodds seconded. All in favor.