

www.berlintwp.us

BERLIN TWP. ZONING OFFICE
3271 CHESHIRE ROAD
DELAWARE, OH 43015
740.548.5217 – PHONE / 740.548.7458 – FAX

Date _____
BZC# _____
Fee: \$ _____ Rec# _____
Hearing Date: _____

APPLICATION FOR PRELIMINARY DEVELOPMENT REZONING PLAN
(Resolution to Amend Berlin Township Zoning Text)

Name of Owner: Peachblowroad LTD

Mailing Address: 6660 N High Street, Suite 1E, Worthington, OH 43085

Email Address: basiredy.kiran@gmail.com

Business Telephone: _____ Home Telephone: 309-825-8585

Address of Property: 526 Peachblow Rd, Lewis Center, OH 43035

Parcel (s): 418-330-01-031-000, 418-330-01-028-000,
418-330-01-030-000, & 418-330-01-029-000 Acreage: ±64.865 Present Zoning: FR-1

Range: 18 Twp: 4 Section: 3 Farm Lot No: 34 & 35

Subdivision Name: N/A

Present Use: Vacant Single Family/Agricultural Requested Zoning: TPUD

Proposed Plan: Transitional Planned Unit Development with condominiums and townhomes

The undersigned certifies that this application and the attachments thereto contain all information required by the Zoning Resolution and that all information contained herein is true and accurate and is submitted to induce the amendment of the Zoning Map. Applicant agrees to be bound by the provisions of the Zoning Resolution of Berlin Township, Delaware County, Ohio. Revised 12/27/19

Date: 11/20/2023 Agent/Applicant Signature: [Signature]

Agent/Applicant Address: _____

Phone: _____ Fax: _____

Email address: _____

Date: _____ Zoning Inspector Signature: _____

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

**REQUIREMENTS FOR THE COMPLETE APPLICATION FOR HEARING BY
THE BERLIN TOWNSHIP ZONING COMMISSION (BZC)**

Original completed application form, dated, and signed by the owner or lessee.

All fees **must** be paid in full when application is presented, and are non-refundable, **\$500.00 plus \$200.00 per acre**, maximum charge of 500 acres. If there should be a **THIRD** hearing due to applicant's request and/or negligence there will be an additional fee of **\$600.00**. Also, 2nd review of a 2-step process will require a payment of an additional **\$600.00** fee before the scheduled meeting.

A **certified** real estate tax mailing address list of current property owners within 200 feet of subject property obtained from **Delaware County Auditors Office, with mailing addresses and two sets of mailing labels, including applicant and/or applicant's representative.**

THESE ITEMS MUST BE PRESENTED WITH THE APPLICATION:

A survey plat signed by a registered Ohio Surveyor showing:

1. Legal Description of the property,
2. Plat Plan of the parcel to scale, including:
 - a.) Area of property including, streets, roadways and parking, and
 - b.) Placement of all existing & proposed buildings,
3. The lot number and/or street address
4. Topographical map

In addition, the survey plat and/or application must include the following as specified in the Berlin Township Zoning Resolution:

5. All setback and frontage dimensions, Article 24.
6. Architectural design criteria for all structures and criteria for proposed signs, with proposed control procedures, Article 25.
7. Landscape Plan, in accordance with the Berlin Township Zoning Resolution, Article 26.

Note: Need text describing design features/standards.

Other requirements to be submitted are as follows:

8. Location of schools, parks and other public facility sites, within one (1) mile,
9. Ability to post bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer.
10. The proposed time schedule for development of the site including streets, buildings, utilities and other facilities,
11. If the proposed timetable for development includes developing the land in phases, all phases developed after the first, which in no event shall be less than five (5) acres or the whole tract (whichever is smaller), shall be fully described in

textual form in a manner calculated to give Township official's definitive guidelines for approval of future phases.

Include the following original letters if applicable:

Letter approving agent for owner if applicable
Letter from the Del-Co. Water Company attesting to water availability.
Letter from Gas Company attesting to gas availability (if applicable).
Letter from the Delaware County Sanitary Engineer attesting to sewer capability
or Letter from the Delaware County Health Department attesting to septic feasibility.
Letter from Ohio Department of Transportation (O.D.O.T) or a registered engineer, addressing traffic issues.
Letter from Berlin Township Fire Chief addressing protective service issues they may have.
Letter from the Environmental Protection Agency (E.P.A).
Letter from the Delaware County Engineer. (should include county ditch/drainage plan).
All information concerning Model Homes, Signs, Landscaping, Lighting, and Parking, if applicable.
A drainage plan prepared by a registered engineer.

ALL TOWNSHIP DEVELOPMENT STANDARDS MUST BE ADDRESSED.
Refer to Article 24 of the Berlin Township Zoning Resolution.

PROVIDE AN ELECTRONIC COPY (CD) OF ALL DOCUMENTATION TO BE SUBMITTED.

TWENTY (20) COPIES OF ALL NECESSARY AND RELEVANT INFORMATION MUST BE SUBMITTED WITH THE APPLICATION.

TWENTY (20) COPIES OF ALL AMENDMENTS OR REVISIONS MUST BE SUBMITTED AND AT LEAST 7 DAYS BEFORE ANY TABLING HEARING.

APPLICATIONS WILL ONLY BE PROCESSED WHEN THEY ARE 100% COMPLETE.

A MINIMUM OF THREE SIGNS SHALL BE PROVIDED BY APPLICANT.

Submit any questions to:

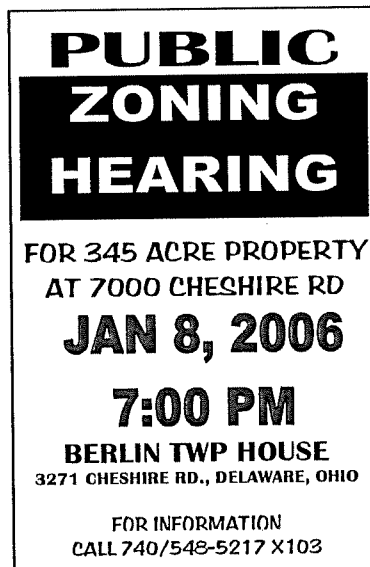
David Loveless
Berlin Township
Zoning Inspector
Phone: 740.548.5217 x103
Fax: 740.548.7458
zoninginspector@berlintwp.us

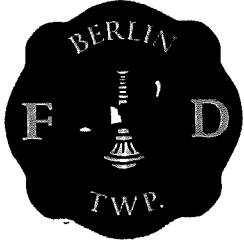
Addendum to BZC Checklist – Signs:

For proposed amendments to the Zoning District Map and/or the Comprehensive Land Use Map the applicant shall provide (3) three signs conforming to the following:

- (a) One sign shall be posted for each 500' of road frontage or at the discretion of the Zoning Inspector on the parcel in the area proposed in the amendment in a location visible from an adjacent street. One sign shall be posted on the corner of the township property located on the northwest corner of Lackey Old State and Cheshire Roads, and one sign shall be posted in front of the township hall.
- (b) The signs shall be two (2) feet by three (3) feet with letters not less than two (2) inches in height notifying the public of the location of the upcoming hearing and the affected parcel as well as a contact number for additional information.
- (c) The signs shall be posted continuously for at least fourteen (14) days prior to the date of the required public hearing and be removed within seven (7) days after board action.
- (d) The signs shall be posted by the applicant with the direction of the zoning inspector or be given to the zoning inspector for posting.

Example:





***Berlin Township
Fire Department***

*2708 Lackey Old State Road
Delaware, Ohio 43015
(740) 548-6031*

***Fire Chief Adam Miller
Lt. Steve Arnold, Fire Prevention***

- 1) Entry into a subdivision/project development shall have 1 lane in and 2 lanes out. When required by Berlin Township FD there shall be at least 2 entry points into the subdivision/project development.
- 2) No Parking signage shall be on the Fire Hydrant side of the street. This signage shall meet the Delaware County Sheriff's office enforcement requirements.
- 3) There shall be a Fire Hydrant installed within the first 50' going into the project development.
- 4) After the first Fire Hydrant going into the project fire hydrants shall be installed every 300'-throughout the project development.
- 5) Any street stubs or ending point shall have a fire hydrant installed at the end point. If determined by Berlin Township FD a flush hydrant is acceptable to be installed in the project development however once the street extension takes place a fire hydrant shall be installed in place of the flush hydrant at the developer's cost.
- 6) The minimum water main size within any project development shall be at least 8" that shall flow a minimum 1000 GPM. Actual water main size for the project development shall be determined at plan review by Berlin Township Fire Department.
- 7) Cul-de-sac shall meet the turning radius per the Orange Twp. FD attachment of 48'
- 8) Berlin Twp. FD shall have access to all green space. The width of the hard surface shall be a minimum 6'. Berlin Township FD will determine hard service requirements.
- 9) Model homes shall have an EXIT sign non-illuminated in the Office area and a 5# ABC Fire Extinguisher.
- 10) To scale drawings shall be provided for all new and revised projects. The scale can be 1"=100' or 1/2"=100' for large projects.

This is not an all-inclusive list

Rev. 03/22

Article 13

Transitional Planned Unit Development Peachblow Development

Proposed Zoning – TPUD

November 20, 2023

Section 13.07: Development Plans

A.) Preliminary Development Plan – **See Preliminary Development Plan – Tab 3, Exhibit C-1**

- 1.) The size and location of the proposed TPUD district, at a scale of at least 1" = 200', showing topographic contours of at least 5' intervals, wooded areas, wetlands, adjacent (within 200') structures, 100 year floodplains.

The proposed size of the TPUD is approximately ±64.865 acres. The site is located on the south side of Peachblow Road, and to the east of US 23. It is located in Subarea 7a – Proposed Planned Commercial, of the Berlin Township Comprehensive Plan. Refer to Tab 3, Exhibit C-1, for Preliminary Development Plan.

- 2.) Conceptual architectural elevations for all structures and signs.

Exterior Appearance and Materials

Finish building materials shall be applied to all sides of the exteriors of buildings. Colors and building materials shall be harmonious and compatible with colors of the natural surrounding and adjacent buildings and improvements.

All facades shall consist of all-natural material. Natural material shall be defined as brick, natural or manufactured stone, stucco; natural or engineered wood siding, or cementitious siding, with painted or stained finish. The maximum amount of stucco allowed on any front facade shall be 30%.

Refer to Tab 7, Exhibits G-1 & G-2 for Architectural Character Concepts

Exterior Colors

Exterior colors of excessively high chroma or intensity are not permitted. No more than two colors in addition to the colors of natural brick, stone or manufactured stone may be used on the building as a whole. Garage doors shall not be painted in contrasting colors to adjacent wall surfaces; they shall be painted to be similar in color to adjacent wall surfaces and trim.

Roofs

All main roofs shall have a minimum pitch of 6:12. Secondary roofs, such, as at porches, may be a lesser slope and a minimum of 4:12. Roofs shall be finished in standard 3-tab shingle, 25-year warranty. Dimensional shingles may also be used. Roof color shall be consistent from building to building and shall be in the black, brown or gray tones or blends of these colors. Stark white and bright colors shall be prohibited.

Chimneys and Fireplaces

Cantilevered chimneys are permitted but must extend above roofline, cantilevered shed style are not permitted. Direct vent fireplaces are permitted provided they are contained inside the building main walls or cantilevered chimney. Chimneys may be finished in the same material as adjacent wall. Direct vent fireplaces and 90% efficient furnaces may exhaust directly through adjacent wall. Manufactured wood burning fireplaces and furnace exhausts may protrude through roof without enclosure provided pipe size is limited to 8" maximum and is painted a dark color to blend with roof color.

Garages

No dwelling may be constructed on any lot unless an attached enclosed garage for at least two automobiles is also constructed on the same lot. Garage door shall be paneled and of one color and one material.

Forward facing garages shall not extend more than 4' from the main body of the house containing the front door, so long as the front porch extends to, or farther, than the face of the garage.

Signage

Temporary and Permanent signage are proposed for this development. There shall be 2 temporary marketing signs for the development, 1 located on the east side of The Cottages at Oak Park entry at the intersection of Road 'A' & Road 'C', and 1 located on the north side of Road 'B' at The Village at Oak Park entry. These signs shall be double-sided and they are shown on Tab 4, Exhibit D-4. There shall be 3 permanent identification signs, 1 located on the east side of the Road 'A' & Road 'C' intersection and 1 on the west side, and 1 will be located on the north side of Road 'B', refer to Tab 4, Exhibits D-2, D-3, & D-4.

- 3.) The intended general provisions for water, fire hydrants, sanitary sewer, and adequate storm water drainage outlet. Information regarding existing pipe sizes, capacities, committed flows, and potential needed upgrades must be documented by the utility provider or a registered civil engineer.

Water shall be provided by DelCo Water. Sanitary sewer is available to be extended to this site from the south, per the Delaware County Regional Sewer district. Refer to Tab 5, Exhibit E-1 for Concept Utility plans by Advanced Civil Design, and refer to Tab 5, Exhibits E-2 through E-10 for utility letters.

- 4.) The relationship of the proposed development to existing and probable uses of surrounding areas, including easements, rights of way, proposed drainage and public utilities.

The proposed development is bordered by Peachblow Road to the north, a commercial parcel in the northeastern corner, single family homes to the east, as well as the future Berlin Meadows single family development. Worthington Arms homes to the south, single family homes to the west, as well as a park, and commercial parcel to the west. See Tab 3, Exhibit C-5 for Existing Features Plan

- 5.) A design of the open space and proposed description of its use, ownership, and maintenance.

The open space has been designed to buffer existing homes and uses around the periphery of the site, to provide internal pockets of open space for the resident's use, as well as provide an attractive entry to the subdivision. All open spaces shall be maintained by the HOA.

Open Space 'A' – contains half of the west entry feature for The Cottages at Oak Park, street trees, three rail fencing, a 10' wide bike path, and landscape buffering.

Open Space 'B' – contains half of the east entry feature for The Cottages at Oak Park, street trees, three rail fencing, and a 5' wide sidewalk.

Open Space 'C' – contains half of the west entry feature for The Cottages at Oak Park, street trees, three rail fencing, and a 10' wide bike path.

Open Space 'D' – contains an existing stream with existing trees to be preserved, proposed basins, a pond overlook seating area, street trees, three rail fencing, a 10' wide bike path, and landscape buffering along the west boundary.

Open Space 'E' – contains half of the east entry feature for The Cottages at Oak Park, an existing stream with existing trees to be preserved, an existing pond and wetlands, proposed pond and stream overlook seating areas, proposed basins, a landscape buffer along the east boundary, and a 8' wide multi-use pathway along the stream.

Open Space 'F' – contains sidewalks, deciduous trees, and an open lawn area for the townhomes to utilize.

Open Space 'G' – contains half of the entry to The Village at Oak Park, three rail fencing, evergreen trees to buffer between the townhomes and the commercial area, and existing wetlands.

Ponds with headwalls and end walls that are exposed to view shall be treated with real or synthetic stone to resemble stone walls. All stone shall extend to or below grade so that any low water conditions only reveal stone.

Ponds will have aerator fountains to maintain water quality. Fountains shall have a spray pattern of 10' height minimum.

- 6.) Specific statements of divergence, if any, from the development standards in this Article or the general standards of this resolution such as setbacks, parking, landscaping, lighting, signage and so forth.

Section 13.06.9.a – Density

It is requested that the maximum density of 4.00 D.U./AC. be increased to 4.32 D.U./AC. for this development. This divergence is requested to help defer the costs of unloaded regional roadways and infrastructure required for this development.

Section 24.03 – Structure Separation

It is requested that the minimum structure separation be reduced from 25' to 10' between principal structures. This reduced setback allows for preservation of open space on site, reduces lengths of public roadways, infrastructure, and maintenance, and provides yard spaces that are customary to home buyers for this housing market. All provisions and requirements of the Ohio Residential Code will be adhered to. See Tab 7, Exhibit G-3 for Structure Separation

- 7.) Proposed location of all structures and uses.

See Tab 3, Exhibit C-1, for Preliminary Development Plan for locations of all structures. All structures to be located on a fee simple lot, excluding the proposed pathways, entry features, CBU's, and signage.

The area surrounding the CBU's to be maintained by the HOA, this includes all maintenance and seasonal upkeep needed. All mailboxes shall be installed plumb, in compliance with ADA regulations, and shall be maintained to stay upright and in good condition.

- 8.) Preliminary Traffic Impact Analysis based upon new trip generation as estimated by the Delaware County Engineer's standards.

See Tab 5, Exhibit E-10 for Traffic Impact Study

9.) All required design standards in Section 13.06.

a) Density: Maximum of four (4) dwelling units per net developable acre.

The proposed net density for the site shall be ± 4.32 D.U./AC., a divergence has been requested.

b) Common Open Space: Not less than 10% of the total tract acreage must be set aside as useable common open space, meaning areas exclusive of landscape islands and berms for parking lots and yards or courts immediately adjacent to the dwelling units. The township shall determine if the open space configuration meets the intent of these standards during preliminary development plan review. Open spaces may be used for the retention, detention and disposal of storm water drainage. Features which are likely to cause erosion or flooding shall not be permitted.

Provided open space is ± 28.00 acres, or 43.2%. Any increase in required detention area from the preliminary development plan that reduced useable greenspace shall be brought back to the Township Trustees for review and approval.

c) Minimum Tract Size: 10 acres or as approved on the final development plan.

The tract size is ± 64.865 acres

d) Arrangement of Structures:

1) Setbacks: The physical relationships of dwelling units, non-dwelling structures and their minimum yard spaces shall be developed in strict compliance with the approved plan or the provisions of Article 24 unless a variance is approved.

See Tab 3, Exhibit C-1 for Preliminary Development Plan.

All TPUD Setbacks:

Setbacks from Peachblow Road: 80' from centerline

Setbacks from Internal Public Roads: 60' from centerline

The Cottages at Oak Park Setbacks:

Front Yard Setbacks: 20' from face of curb of private street/sidewalk

Rear Yard Separation Between Structures: 20'

**Rear Yard Separation Between Principal Structure and Open Space:
10'**

Side Yard Separation Between Structures: 10'

The Village at Oak Park Setbacks:

Front Yard Setbacks: 22.5'

Rear Yard Setbacks: 25'

Side Yard Separation Between Structures: 35'

- 2) **Building Height Limits:** No buildings in this district shall exceed thirty-five (35) feet in height measured from the elevation of the threshold plate at the front door to the highest point of the roof. Chimneys, barns, silos, grain handling conveyors, church spires, domes, flag poles, and elevator shafts are exempted from the height regulation and may be erected to any safe height, not to exceed one-hundred (100) feet in height. No windmills, antennas, or towers shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said tract and not to exceed one hundred (100) feet in height.

No condominium building shall exceed 35' as measured from the threshold plate at the front door to the highest point on the roof.

Townhomes may exceed this be be approximately 42' in height, but no more than 3 storys.

- e) **Building Dimensions:** All structures constructed within this district shall contain the following minimum living area:

- 1) One (1) bedroom unit: 800 square feet
- 2) Two (2) bedroom unit: 900 square feet
- 3) Three or more bedroom units: 1000 square feet

Minimum livable building square footage for all residential structures shall be 800 square feet for 1 bedrooms, 900 square feet for 2 bedrooms, and 1,000 square feet for 3 bedrooms.

- f) **Landscaping:** All yards, front, side and rear, shall be landscaped in accordance with Article 26. All open spaces or non-residential use areas shall be landscaped and shall meet the landscaping requirements of this resolution, unless a variation from these standards is specifically approved as part of the final development plan. A landscape plan prepared by a licensed landscape architect showing the caliper, height, numbers, name and placement of all material, shall be submitted and is subject to approval as a part of the final development plan. Natural foliage shall be retained as buffers where practicable. The Township may require establishment of such tree cover and /or other foliage to buffer adjacent uses.

Refer to Tab 4, Exhibits D-1, D-2, D-3, & D-4 for preliminary development plan landscape exhibits. A final landscape plan will be submitted at the time of final development plans. All landscape shown on preliminary landscape plans shall be the minimum amount of plantings required in the final development plan.

All trees proposed for the development shall meet the following minimum caliper/height requirements:

- **Deciduous trees – 2.5" caliper**

- **Evergreen trees – 1.75” caliper / 5-6’ height**
- **Ornamental trees – 1.75” caliper / 5-6’ height**

- g) Environmentally Sensitive Areas: Jurisdictional wetlands, slopes greater than 20% and 100-year floodplains shall be preserved to the greatest extent possible. No structures shall be constructed within the 100-year floodplain of any stream or river. To the maximum extent possible, all natural drainage courses, vegetation and contours in excess of 6% shall be maintained.

Wetlands shall be preserved to greatest extent possible at northeast, southwest, and center of site. A stream bisects the site and no structures (except for two roadway crossings) shall encroach inside the stream corridor protection zone.

- h) Parking: Off-street parking shall be provided at the time of construction of the main structure or building, with adequate provisions for ingress and egress according to the final development plan. In preparing and approving the parking plan, the parking provisions of Section 24.01 of this Resolution shall be incorporated, or a divergence requested.

Parking shall be provided at the time of construction of the main structure or building.

- i) Signs: Signs shall conform to Article 25 of this resolution, or a divergence requested and approved as part of the final development plan.

All signage shall comply with Article 25, see Tab 4, Exhibit D-4 for signage locations and elevations.

- j) Supplemental Conditions and Safeguards: The Zoning Commission and/or Board of Trustees may require additional conditions be met with regard to the type and extent of the public improvements to be installed; landscaping; improvements and maintenance of open space areas; and other development characteristics.

Development shall comply with this requirement.

- k) Rental Units: No more than 20% of multi-family units may be either designated as rental units or held back by the developer for lease; all other dwelling units must be for sale to individual owners. Assurance of compliance with this requirement shall be shown on the development plan or plat or through deed restriction.

Development shall comply, all units will be for sale and will not be listed as rental units by the developer.

- l) Materials: All exterior sides of all units shall be sheathed in brick, stucco, stucco-stone, stone, wood, or cementitious lap siding.

Development shall comply, see Tab 7, Exhibits G-1 & G-2 for architectural character concepts, and see Section 13.07.A.2 of this development text for architectural design criteria.

- m) Roof Pitch: All residential roofs shall be a minimum of 6/12 pitch, or as otherwise approved by plan.

All roofs in the proposed development shall be a minimum of 6/12 pitch.

- n) Walkways and Street Trees: The Township may require walkways to connect all dwelling areas with open space and to interconnect the open spaces. Where sidewalks or bike paths are required, they shall be separated from the paved street or parking lot surface by at least five feet (5') of landscaped or grassed tree lawn with trees planted behind the sidewalk.

Only Road 'A' and Road 'B' are public streets which shall have sidewalk and or multi-use paths on each side. All other interior roads shall be private and all walks shall be as shown on development plans.

- o) Pavement Width Standards for Intra Development Streets, Drives, and Parking Lots: All private streets, roads and driveways shall be constructed to a pavement width and cross section that meets the average daily traffic and weights anticipated in the Delaware County Engineer's Location and Design Manual, or shall have a design life of 20 years. Parking lot pavement does not have to meet street cross sectional standards, but parking lot drive aisles that connect to the public streets shall be constructed to public street cross-sectional and design life standards within 50 feet of the edge of the public paved road.

All streets, drives, and parking lots shall meet the design standards set forth by the these standards. See Tab 5, Exhibit E-1, for Engineering Plans

- p) Underground Utilities: All utility lines constructed to service the proposed commercial uses shall be located underground.

Development shall comply, all proposed constructed utilities shall be located underground. See Tab 5, Exhibit E-1, for Utility Plan

- q) Architectural Details are Desirable: examples are wide corner boards or quoins, lintels, columns, window boxes, shutters, round louvers, etc.

Development shall comply, see Tab 7, Exhibits G-1 & G-2 for Architectural Character Concepts

- r) Water and Sewer: Centralized water and sewer service shall be provided unless otherwise approved per development plan. The appropriate state and/or county agencies with jurisdiction shall indicate feasibility of water supply and wastewater disposal systems at the time of the preliminary development plan review.

Water service shall be provided by DelCo Water, see Tab 5, Exhibit E-3, and sewer service shall be provided by Delaware County Regional Sewer District, see Tab 5, Exhibit E-2.

- s) Building Design: The project architect shall give due regard to the footprints, building orientation, massing, roof shape, pitch and exterior materials to blend with other traditional or historic architecture in the community or with the site.

Development shall comply, see Tab 7, Exhibits G-1 & G-2 for Architectural Character Concepts.

- t) Exterior Lighting: All exterior lighting shall be as specifically approved as part of the final development plan in accordance with Article 24, Section 24.13 of this resolution.

All exterior lighting shall comply with Article 24.

- 10.) Fire-fighting plan - letter from Fire department regarding access and water needs for fire-fighting

See Tab 5, Exhibit E-8, for letter from Berlin Township Fire Department

- 11.) Phasing plans, if any.

There will be 6 phases, see Tab 3, Exhibit C-4

- 12.) Calculations of net developable acreage and project density for proposed multi-family uses.

Net developable acreage is ± 54.172 AC, and net density is ± 4.28 D.U./AC. See Tab 3, Exhibit C-6 for Net Developable Plan.

- 13.) Proposed permitted and accessory uses.

Permitted uses shall be single family and accessory uses customary to single family homes as permitted by Township Code and Deed restrictions.

B.) Other Submittal Requirements

- 1.) A certified real estate tax mailing address list of current property owners within 200 feet of subject property obtained from Delaware County Auditor's Office, with mailing

addresses and two sets of mailing labels, including applicant and/or applicant's representative.

See Tab 1, Exhibit A-1, for Surrounding Property Owner addresses

- 2.) Legal Description of the property

See Tab 2, Exhibit B-1, for Legal Description

- 3.) Plat plan of the parcel to scale, including:

- a) Area of property including, streets, roadways, and parking
- b) Placement of all existing and proposed buildings

See Tab 2, Exhibit B-2, for Boundary Survey

- 4.) The lot number and/or street address

Parcel Number Identification Numbers: 418-330-01-028-000, 418-330-01-029-000, 418-330-01-030-000, & 418-330-01-031-000

- 5.) Topographical map

See Tab 3, Exhibit C-5, for Existing Features Plan

- 6.) All setback and frontage dimensions, Article 24

See Tab 3, Exhibit C-1, for Preliminary Development Plan

- 7.) Architectural design criteria for all structures and criteria for proposed signs, with proposed control procedures, Article 25

See Section 13.07.A.2 of the zoning text for the architectural design.

- 8.) Landscape Plan, in accordance with the Berin Township Zoning Resolution, Article 26
Landscape plans and site details are attached as Tab 4, Exhibits D-1, D-2, D-3, & D-4 with buffer and open space descriptions in Section 13.07.A.5 of the zoning text.

Tree requirements for building coverage on individual lots shall be determined and plans submitted at time of building permits for each individual structure as they will not be known until that time.

- 9.) Location of schools, parks, and other public facility sites, within one (1) mile

**The site is within proximity to Fairview Memorial Park, Columbus State Community College, Delaware Area Career Center, and the Shale Meadows Elementary School.
See Tab 3, Exhibit C-5.**

- 10.) Ability to post bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer

See Tab 6, Exhibit F-1, for Bank Letter

- 11.) The proposed time schedule for development of the site including streets, buildings, utilities, and other facilities

It is anticipated that the subdivision construction would begin shortly after approval of a final development plan, final engineering plans, and plats, which is likely to occur in the summer of 2025. The site utilities, street, and landscape will be installed, and homes will be constructed. The project shall be completed in 6 phases, and each phase will take approximately 12-18 months to complete construction.

- 12.) If the proposed timetable for development includes developing the land in phases, all phases developed after the first, which in no event shall be less than five (5) acres or the whole tract (whichever is smaller), shall be fully described in textual form in a manner calculated to give Township official's definitive guidelines for approval of future phases.

Phases 1A, 1B, & 1C shall begin in the summer of 2025 and take 12-18 months to complete. These will be followed by the successive phases, more than one phase may be started at one time depending on market conditions.

- 1.) Letter approving agent for owner if applicable

Applicant is the owner of the property.

PROPERTY OWNER**PARCEL NUJMBER**

BELMONT PLACE HOMEOWNERS'
ASSOCIATION
MCNAMARA LOOP
LEWIS CENTER, OH 43015

41833002001000

41833010001000

NAVALKAR NIPUN
EVATI NIPUN
91 GRACELYN WAY
LEWIS CENTER OH 43035

41833010002000

VENKATA MALLADI
120 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002002000

GOWSIKA RAJAN PALANIVEL
HEMA PRIYA MAHARAJAN
126 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002003000

SHANNON N ISRAEL
URIEL BE ISRAEL
132 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002004000

KEVIN R COUTHEN
CAITLIN N COUTHEN
138 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002005000

HAROLD L REAY
LINDA M REAY
144 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002006000

VIKRAM HOODA
EKTA BHARTI
150 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002007000

JAMES ANDREW THOMPSON
AARON M REA
156 MCNAMARA LOOP
LEWIS CENTER OH 43035

41833002008000

PING WANG
CHU MIN
162 MCNAMARA LOOP
LEWIS CENTER, OH 43035

41833002009000

MEAGAN E LAW
MITCHELL D LAW
168 MCNAMARA LOOP
LEWIS CENTER, OH 43035

41833002010000

MAHESH S MANE
VAISHALI M MANE
174 MCNAMARA LOOP
LEWIS CENTER, OH 43035

41833002011000

JAMES A CASTRODALE
KIMBERLY L CASRODALE
180 MCNAMARA LOOP
LEWIS CENTER, OH 43035

41833002012000

JITENDRA PRATAP SINGH RAJORIA
VANDANA RAJORIA
186 MCNAMARA LOOP
LEWIS CENTER, OH 43035

41833002013000

KIRAN SHASHI THANDRA
192 MCNAMARA LOOP
LEWIS CENTER, OH 43035
41833001026000

41833002014000

WILMA J LAW
838 PEACHBLOW RD
LEWIS CENTER, OH 43035

41833001026000

GERMANN HOLDINGS LLC
774 PEACHBLOW RD
LEWIS CENTER, OH 43035

41833001027000

JENNIFER DYAN STRAWSER 886 PEACHBLOW RD LEWIS CENTER, OH 43035	41833001022001
MARK E VANDERVORT JENNIFER D STRAWSER 1010 PEACHBLOW RD LEWIS CENTER OH 43035	41833001022000
PEACHBLOW LAND LLC 470 OLD WORTHINGTON RD WESTERVILLE OH 43082	41833001014000
UMH OH WORTHINGTON ARMS LLC 5277 COLUMBUS PIKE LEWIS CENTER OH 43035	41833001066000
NCDCBT LLC 102 HIDDEN PASTURES DR CRAMERTON NC 28032	41833001064000 41833001062000
2715 WISE AVENUE LTD 5087 COLUMBUS PIKE LEWIS CENTER OH 43035	41833001061000
ISLAMIC SOCIETY OF CENTRAL OHIO PO BOX 29392 COLUMBUS OH 43229	41833001052000
CHARLES SHIPMAN ANN SHIPMAN 375 CONNER LN LEWIS CENTER OH 43035	41833001051000 41833001050000
DALE FILBY RICHARDS 345 CONNER LN LEWIS CENTER OH 43035	41833001049000
LEONARD L BUSSARD SHARON K BUSSARD 305 CONNER LN LEWIS CENTER OH 43035	41833001048000

JANE M MCKEE, TRUSTEE
350 PEACHBLOW RD
LEWIS CENTER OH 43035

41833001034000

JUDY D CONNER
380 PEACHBLOW RD
LEWIS CENTER OH 43035

41833001033000

**Zoning Description ~ 64.9 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-1-

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 34 and 35, Section 3, Township 4, Range 18, United States Military District and containing 64.9+/- acres of land, more or less, said 64.9+/- acres being part of the Original 75.454 acre tract of land conveyed to PeachblowRoad Ltd., of Record in Official Record 1978, Page 1436 and part of a 19.029 acre tract of land conveyed to PeachblowRoad Ltd. of record in Official Record 2015, Page 2804, said 64.9+/- acres more particularly described as follows:

Beginning, at the northwesterly corner of said Original 75.454 and being in the centerline of Peachblow Road (C.R. 98);

Thence **S 86° 24' 54" E**, along a northerly line of said Original 75.454 acre tract and said 19.029 acre tract and along said centerline, **1366.5 feet+/-** to an angle point at a northeasterly corner of said 19.029 acre tract and being a northwesterly corner of a 5.040 acre tract of land conveyed to Gemann Holdings LLC of record in Official Record 1468, Page 1022;

Thence along the common lines of said 19.029 tract and said 5.040 acre tract, the following two (2) courses:

S 03° 16' 24" W, 699.9 feet+/- to an angle point thereof;

S 86° 23' 39" E, 372.7 feet+/- to an angle point thereof and being in the westerly line of a 12.941 acre tract of land conveyed to Mark E. Vandervart and Jennifer D. Strawser;

Thence **S 03° 22' 25" W**, along the easterly line of said 19.929 acre tract, along the westerly line of said Vandervart/Strawser tract and along the westerly line of a 145.432 acre tract of land conveyed to Peachblow Land LLC of record in Official Record 1728, Page 328, **1820.3 feet+/-** to a southeasterly corner of said 19.029 acre tract and being the northeasterly corner of a tract of land conveyed to UMH OH Worthington Arms, LLC of record in Official Record 1371, Page 730;

Thence **N 86° 36' 06" W**, along a southerly line of said 19.029 acre tract and along the northerly line of said UMH OH tract, **272.5 feet+/-** to an angle point;

Thence across said 19.029 acre tract and said Original 75.454 acre tract, the following twelve (12) courses;

N 03° 22' 25" E, 711.7 feet+/- to an angle point thereof;

N 86° 37' 35" W, 578.1 feet+/- to an angle point thereof;

N 03° 23' 54" E, 544.9 feet+/- to a point of curvature;

with a curve to the right, having a central angle of **18° 08' 41"** and a radius of **244.99 feet**, an arc length of **77.58 feet**, a chord bearing and chord distance of **N 61° 02' 08" W, 77.3 feet+/-** to a point of reverse curvature;

with a curve to the left, having a central angle of **39° 22' 52"** and a radius of **184.64 feet**, an arc length of **126.91 feet**, a chord bearing and chord distance of **N 72° 57' 50" W, 124.4 feet+/-** to a point of reverse curvature;

with a curve to the left, having a central angle of **11° 48' 16"** and a radius of **987.07 feet**, an arc length of **203.37 feet**, a chord bearing and chord distance of **N 88° 46' 58" W, 203.0 feet+/-** to a point of curvature;

EXHIBIT B-1

**Zoning Description ~ 64.9 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-2-

with a curve to the left, having a central angle of **01° 56' 08"** and a radius of **1972.46 feet**, an arc length of **66.83 feet**, a chord bearing and chord distance of **S 79° 48' 36" W, 66.8 feet+/-** to an angle point;

S 14° 07' 48" E, 97.6 feet+/- to a point of curvature;

with a curve to the right, having a central angle of **12° 37' 08"** and a radius of **970.00 feet**, an arc length of **213.63 feet**, a chord bearing and chord distance of **S 07° 49' 14" E, 213.2 feet+/-** to an angle point;

N 86° 36' 06" W, 246.4 feet+/- to a point of point;

S 03° 23' 54" W, 610.0 feet+/- to a point of point;

N 86° 59' 41" W, 129.8 feet+/- to a westerly line of said Original 75.454 acre tract and being in the easterly line of a 2.631 acre tract of land described as Tract 2 and conveyed to NCDCBT LLC of record in Official Record 1035, page 227;

Thence **N 10° 50' 52" W**, along the westerly line of said Original 75.454 acre tract, along the easterly line of said Tract 2 and along an easterly line of a 3.67 acre tract of land conveyed to 2715 Wise Avenue Ltd. of record in 1546, Page 2133, **498.3 feet** to an angle point of said Original 75.454 acre tract, being the northeasterly corner of said 3.67 acre tract and being the southeasterly corner of a 8.325 acre tract of land conveyed to the Islamic Society of Central Ohio of record in Official Record 1788, Page 2311;

Thence **N 03° 15' 13" E**, along the westerly line of said Original 75.454 acre tract, along the easterly line of said 8.325 acre tract and along the easterly line of a subdivision of lots named "Midway Gardens" of record in Plat Book 4, Page 125, **1660.5 feet** to the **True Point of Beginning**. Containing **64.9+/- acres**.

The above description was prepared by Advanced Civil Design Inc. on November 20, 2023 and is based on existing County Auditor records, County Recorder records and an actual field survey by Advanced Civil Design, Inc in January of 2023.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This is not to be used for the transfer of land and is for zoning purposes only.

ADVANCED CIVIL DESIGN, INC.

**Zoning Description ~ 19.4 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-1-

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 34 and 35, Section 3, Township 4, Range 18, United States Military District and containing 19.4+/- acres of land, more or less, said 19.4+/- acres being part of the Original 75.454 acre tract of land conveyed to PeachblowRoad Ltd., of Record in Official Record 1978, Page 1436 and being part of a 19.029 acre tract of land conveyed to PeachblowRoad Ltd of record in Official Record 2015, Page 2084rea , said 19.4+/- acres more particularly described as follows:

Beginning for Reference, at the northwesterly corner of said Original 75.454 and being in the centerline of Peachblow Road (C.R. 98);

Thence **S 03° 15' 13" W**, along the westerly line of said Original 75.454 acre tract, across the right-of-way of said Peachblow Road (C.R. 98), along the easterly line of a subdivision of lots named "Midway Gardens" of record in Plat Book 4, Page 125 and along the easterly line of a 8.325 acre tract of land conveyed to the Islamic Society of Central Ohio of record in Official Record 1788, Page 2311, **1660.5 feet+/-** to an angle point at a southeasterly corner of said 8.325 acre tract and being a northeasterly corner of a 3.67 acre tract of land conveyed to 2715 Wise Avenue Ltd. of record in Official Record 1546, Page 2133;

Thence **S 10° 50' 52" E**, along the westerly line of said Original 75.454 acre tract, along the easterly line of said 3.67 acre tract and along easterly line of a 2.631 acre tract of land described as Tract 2 and conveyed to NDCBT LLC of record in Instrument Number 1035, Page 227, **498.3 feet+/-** to a point, the **True Point of Beginning**;

Thence across said Original 75.454 acre tract, the following fourteen (14) courses:

S 86° 59' 41" E, 314.0 feet+/- to a point;

N 48° 23' 54" E, 93.1 feet+/- to a point;

N 03° 23' 54" E, 459.9 feet+/- to a point of curvature;

with a curve to the left, having a central angle of **12° 37' 08"** and a radius of **970.00 feet**, an arc length of **213.63 feet**, a chord bearing and chord distance of **N 07° 49' 14" W, 213.2 feet+/-** to a point of tangent;

N 14° 07' 48" W, 97.6 feet+/- to a point of curvature;

with a curve to the right, having a central angle of **01° 56' 28"** and a radius of **1972.46 feet**, an arc length of **66.83 feet**, a chord bearing and chord distance of **N 79° 48' 36" E, 66.8 feet+/-** to a point of curvature;

with a curve to the right, having a central angle of **11° 48' 16"** and a radius of **987.07 feet**, an arc length of **203.37 feet**, a chord bearing and chord distance of **S 88° 46' 58" E, 203.0 feet+/-** to a point of curvature;

with a curve to the right, having a central angle of **39° 22' 52"** and a radius of **184.64 feet**, an arc length of **126.91 feet**, a chord bearing and chord distance of **S 72° 57' 50" E, 124.4 feet+/-** to a point of curvature;

with a curve to the left, having a central angle of **18° 02' 08"** and a radius of **244.99 feet**, an arc length of **77.58 feet**, a chord bearing and chord distance of **S 61° 02' 08" E, 77.3 feet+/-** to a point;

S 03° 23' 54" W, 871.8 feet+/- to an angle point in a curve;

with a curve to the right, having a central angle of **24° 20' 01"** and a radius of **780.00 feet**, an arc length of **331.27 feet**, a chord bearing and chord distance of **S 74° 49' 40" E, 328.8 feet+/-** to a point of tangent;

**Zoning Description ~ 19.4 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-2-

with a curve to the right, having a central angle of **24° 20' 01"** and a radius of **780.00 feet**, an arc length of **331.27 feet**, a chord bearing and chord distance of **S 74° 49' 40" E, 328.8 feet+/-** to a point of tangent;

S 62° 39' 39" E, 142.1 feet+/- to an angle point;

S 03° 22' 25" W, 260.6 feet+/- to an angle point in the southerly line of said Original 75.454 acre tract and being in the northerly line of a tract of land conveyed to UMH OH Worthington Arms, LLC of record in Official Record 1371, Page 730;

Thence **N 86° 36' 06" W**, along said common line, **1245.1 feet+/-** to the southwesterly corner of said Original 75.454 acre tract and being the southeasterly corner of said 4.713 acre tract;

Thence **N 10° 50' 52" W**, along the westerly line of said Original 75.454 acre tract and the easterly line of said 4.713 acre tract, **394.6 feet+/-** to the **True Point of Beginning**.
Containing **19.4+/- acres**.

The above description was prepared by Advanced Civil Design Inc. on November 20, 2023 and is based on existing County Auditor records, County Recorder records and an actual field survey by Advanced Civil Design, Inc in January of 2023.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This is not to be used for the transfer of land and is for zoning purposes only.

ADVANCED CIVIL DESIGN, INC.

**Zoning Description ~ 4.8 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-1-

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 34 and 35, Section 3, Township 4, Range 18, United States Military District and containing 4.8+/- acres of land, more or less, said 4.8+/- acres being part of the Original 75.454 acre tract of land conveyed to PeachblowRoad Ltd., of Record in Official Record 1978, Page 1436 and part of the 19.029 acre tract of land conveyed to PeachblowRoad Ltd of record in Official Record 2015, Page 2804, said 4.8+/- acres more particularly described as follows:

Beginning for Reference, at the southeasterly corner of said 19.029 acre tract, being the northeasterly corner of a tract of land conveyed to UMH OH Worthington Arms, LLC of record in Official Record 1371, Page 730 and being in the westerly line of a 145.432 acre tract of land conveyed to Peachblow Road LLC of record in Official Record 1728, Page 328;

Thence **N 86° 36' 06" W**, along the southerly line of said 19.029 acre tract and along the northerly line of said UMH OH tract, **272.5 feet+/-** to an point;

Thence **N 03° 22' 25" E**, across said 19.029 acre tract, **260.6 feet+/-** to a point, the **True Point of Beginning**;

Thence across said 19.029 acre tract and said Original 75.454 acre tract, the following six (6) courses:

N 62° 39' 39" W, 142.1 feet+/- to a point in a curve;

with a curve to the left, having a central angle of **24° 20' 01"** and a radius of **780.00 feet**, an arc length of **331.27 feet**, a chord bearing and chord distance of **N 74° 49' 40" W, 328.8 feet+/-** to a point of tangency;

N 83° 10' 50" W, 126.6 feet+/- to an angle point;

N 03° 23' 54" E, 326.9 feet+/- to an angle point;

S 86° 37' 35" E, 578.1 feet+/- to an angle point;

S 03° 22' 25" W, 451.0 feet+/- to the **True Point of Beginning**.
Containing **4.8+/- acres**.

The above description was prepared by Advanced Civil Design Inc. on November 20, 2023 and is based on existing County Auditor records, County Recorder records and an actual field survey by Advanced Civil Design, Inc in January of 2023.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This is not to be used for the transfer of land and is for zoning purposes only.

ADVANCED CIVIL DESIGN, INC.

**Zoning Description ~ 3.4 Acre +/-
South at the Intersection of Crownover Way
And Peachblow Road**

-1-

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 34 and 35, Section 3, Township 4, Range 18, United States Military District and containing 3.4+/- acres of land, more or less, said 3.4+/- acres being part of the Original 75.454 acre tract of land conveyed to PeachblowRoad Ltd., of Record in Official Record 1978, Page 1436, said 3.4+/- acres more particularly described as follows:

Beginning for Reference, at the northwesterly corner of said Original 75.454 and being in the centerline of Peachblow Road (C.R. 98);

Thence **S 03° 15' 13" W**, along the westerly line of said Original 75.454 acre tract, across the right-of-way of said Peachblow Road (C.R. 98), along the easterly line of a subdivision of lots named "Midway Gardens" of record in Plat Book 4, Page 125 and along the easterly line of a 8.325 acre tract of land conveyed to the Islamic Society of Central Ohio of record in Official Record 1788, Page 2311, **1660.5 feet**+/- to an angle point at a southeasterly corner of said 8.325 acre tract and being a northeasterly corner of a 3.67 acre tract of land conveyed to 2715 Wise Avenue Ltd. of record in Official Record 1546, Page 2133;

Thence **S 10° 50' 52" E**, along the westerly line of said Original 75.454 acre tract, along the easterly line of said 3.67 acre tract and along a portion of a 2.631 acre tract of land described as Tract 2 and conveyed to NCDCBT LLC of record in Instrument Number 1035, Page 227, **498.3 feet**+/- to a point;

Thence **S 86° 59' 41" E**, across said 75.464 acre tract, **129.8 feet**+/- a point, the **True Point of Beginning**;

Thence across said Original 75.454 acre tract, the following five (5) courses:

N 03° 23' 54" E, 610.0 feet+/- to an angle point;

S 86° 36' 06" E, 246.4 feet+/- to a point a point;

S 03° 23' 54" W, 459.9 feet+/- to a point;

S 48° 23' 54" W, 93.1 feet+/- to a point;

N 86° 59' 41" W, 184.2 feet+/- to the **True Point of Beginning**.

Containing **3.4+/- acres**.

The above description was prepared by Advanced Civil Design Inc. on November 20, 2023 and is based on existing County Auditor records, County Recorder records and an actual field survey by Advanced Civil Design, Inc in January of 2023.

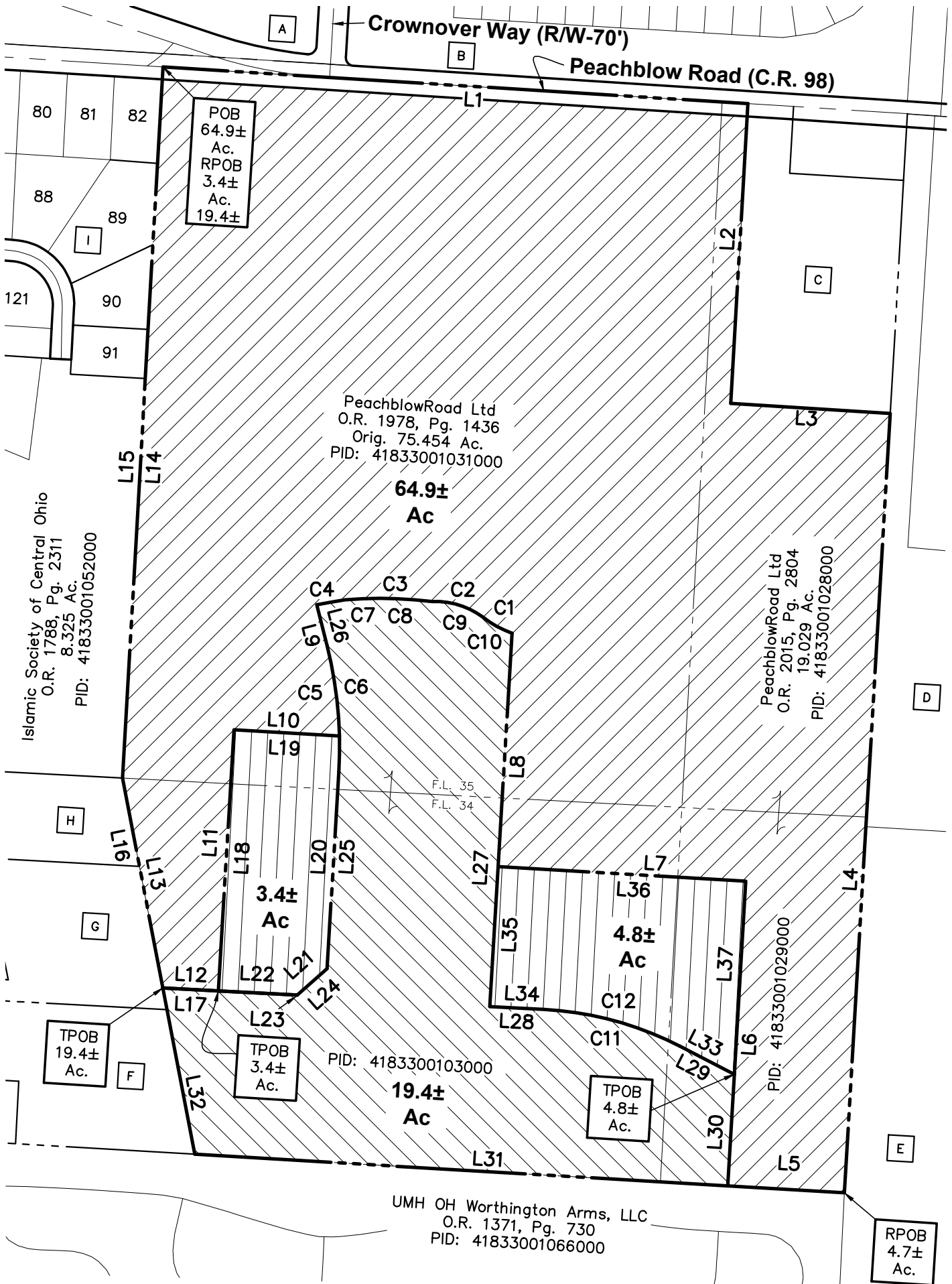
All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This is not to be used for the transfer of land and is for zoning purposes only.

ADVANCED CIVIL DESIGN, INC.

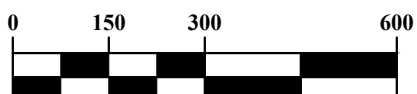
ZONING EXHIBIT ~ 64.9± AC., 19.4± AC., 4.8 & 3.4± AC. ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF BERLIN, RANGE 18,
TOWNSHIP 4, SECTION 3, FARM LOTS 34 AND 35 UNITED STATES MILITARY DISTRICT



This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

GRAPHIC SCALE



1 inch = 300 feet

DRAWN BY: DRB	JOB NO.: 22-0001-1326
DATE: 07/10/23	CHECKED BY:



ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

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

1
2

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF BERLIN, RANGE 18,
TOWNSHIP 4, SECTION 3, FARM LOTS 34 AND 35 UNITED STATES MILITARY DISTRICT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°24'54"E	1366.5'±
L2	S03°16'24"W	699.9'±
L3	S86°23'39"E	372.7'±
L4	S03°22'25"W	1820.3'±
L5	N86°36'06"W	272.5'±
L6	N03°22'25"E	711.7'±
L7	N86°37'35"W	578.1'±
L8	N03°23'54"E	544.9'±
L9	S14°07'48"E	97.6'±
L10	N86°36'06"W	246.4'±
L11	S03°23'54"W	610.0'±
L12	N86°59'41"W	129.8'±
L13	N10°50'52"W	498.3'±
L14	N03°15'13"E	1660.5'±
L15	S03°15'13"W	1660.5'±
L16	S10°50'52"E	498.3'±
L17	S86°59'41"E	129.8'±
L18	N03°23'54"E	610.0'±
L19	S86°36'06"E	246.4'±

LINE TABLE		
LINE	BEARING	DISTANCE
L20	S03°23'54"W	459.9'±
L21	S48°23'54"W	93.1'±
L22	N86°59'41"W	184.2'±
L23	S86°59'41"E	314.0'±
L24	N48°23'54"E	93.1'±
L25	N03°23'54"E	459.9'±
L26	N14°07'48"W	97.6'±
L27	S03°23'54"W	871.8'±
L28	S86°59'41"E	126.6'±
L29	S62°39'39"E	142.1'±
L30	S03°22'25"W	260.6'±
L31	N86°36'06"W	1245.1'±
L32	N10°50'52"W	394.6'±
L33	N62°39'39"W	142.1'±
L34	N86°59'41"W	126.6'±
L35	N03°23'54"E	326.9'±
L36	S86°37'35"E	578.1'±
L37	S03°22'25"W	451.0'±

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	18°08'41"	244.99'	77.58'	N61°02'08"W	77.3±
C2	39°22'52"	184.64'	126.91'	N72°57'50"W	124.4±
C3	11°48'16"	987.07'	203.37'	N88°46'58"W	203.0±
C4	1°56'28"	1972.46'	66.83'	S79°48'36"W	66.8±
C5	12°37'08"	970.00'	213.63'	S07°49'14"E	213.2±
C6	12°37'08"	970.00'	213.63'	N07°49'14"W	213.2±
C7	1°56'28"	1972.46'	66.83'	N79°48'36"E	66.8±
C8	11°48'16"	987.07'	203.37'	S88°46'58"E	203.0±
C9	39°22'52"	184.64'	126.91'	S72°57'50"E	124.4±
C10	18°08'41"	244.99'	77.58'	S61°02'08"E	77.3±
C11	24°20'01"	780.00'	331.27'	S74°49'40"E	328.8±
C12	24°20'01"	780.00'	331.27'	N74°49'40"W	328.8±

Belmont Place Section 7
P.C. 5, Sl. 575
Lot 12719
6.479 Ac.

Belmont Place Homeowners Assoc.
O.R. 2032, Pg. 1310
PID: 41833002001000

Belmont Place Section 1
P.C. 4, Sl. 40
Lot 10967
5.267 Ac.

Belmont Place Homeowners Assoc.
O.R. 1765, Pg. 1775
PID: 41833002001000

Germann Holdings LLC
O.R. 1468, Pg. 1022
5.040 Ac.
PID: 41833001027000

Mark E. Vandervort &
Jennifer D. Strawser
12.941 Ac.
PID: 41833001022000

Peachblow Land LLC
O.R. 1728, Pg. 328
Orig. 145.432 Ac.
PID: 41833001014000

NCDCBT LLC
O.R. 1035, 227
4.713 Ac.
PIE: 41833001064000

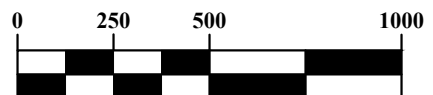
NCDCBT LLC
O.R. 1035, 227
Tract 2
2.631 Ac.
PID: 41833001062000

2715 Wise Avenue Ltd.
O.R. 1546, Pg. 2133
3.67 Ac.
PID: 41833001061000

Midway Gardens
P.B. 4, Pg. 125


This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

GRAPHIC SCALE



1 inch = 500 feet

DRAWN BY: DRB	JOB NO.: 22-0001-1326
DATE: 11/20/23	CHECKED BY:



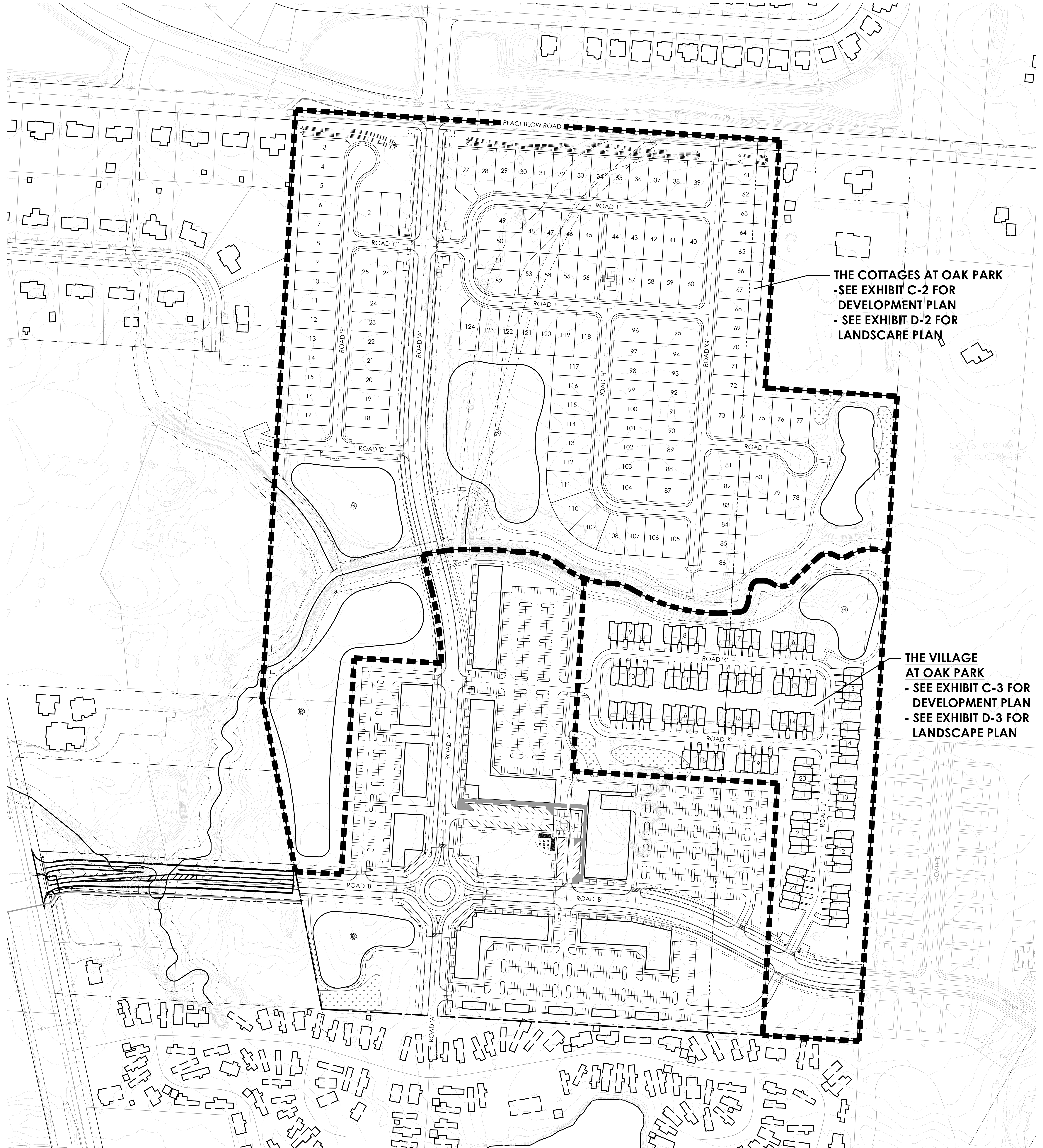
ADVANCED
CIVIL DESIGN

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

1
2

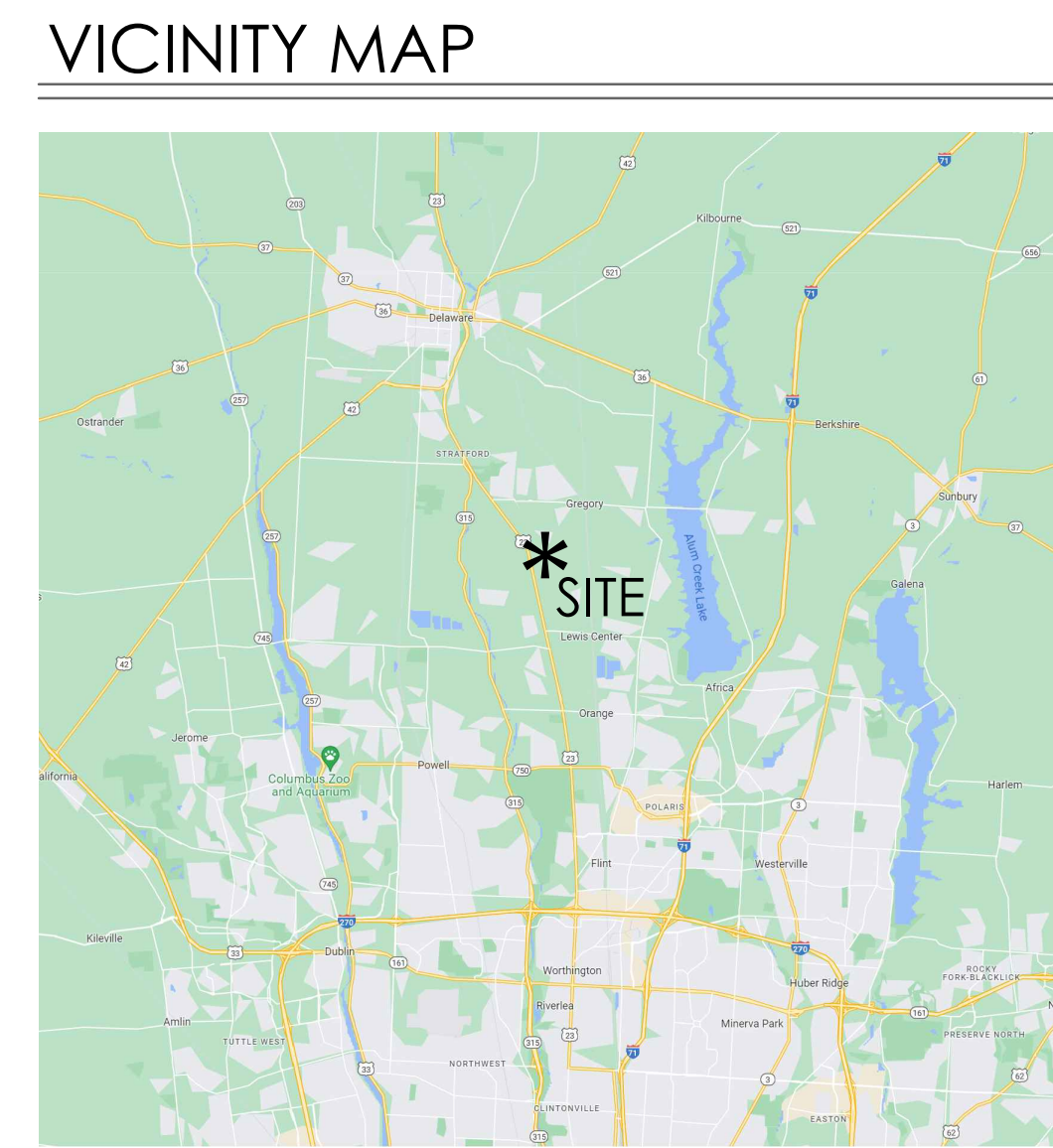
ENGINEERS

SURVEYORS



THE COTTAGES AT OAK PARK
-SEE EXHIBIT C-2 FOR DEVELOPMENT PLAN
- SEE EXHIBIT D-2 FOR LANDSCAPE PLAN

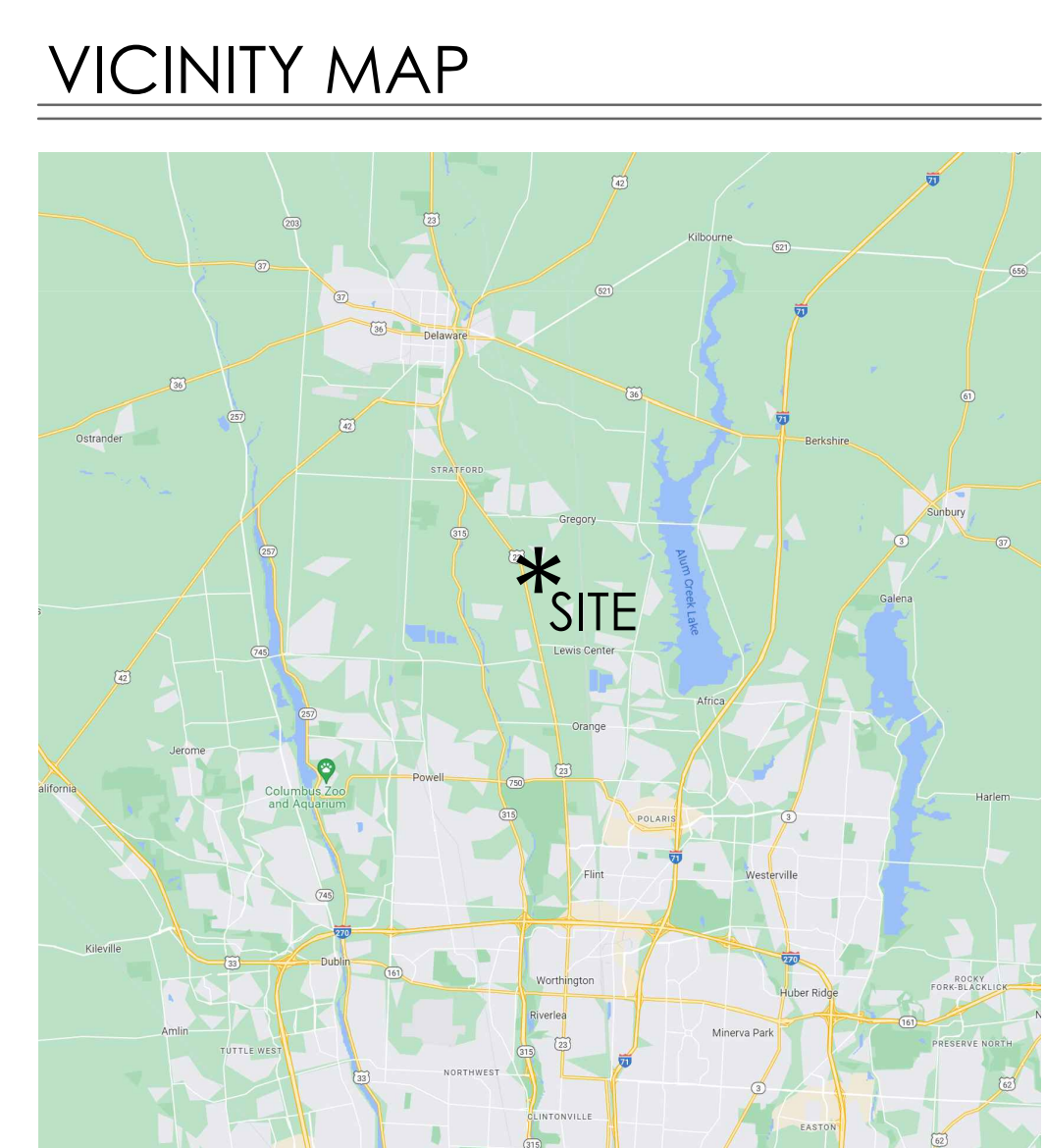
THE VILLAGE AT OAK PARK
- SEE EXHIBIT C-3 FOR DEVELOPMENT PLAN
- SEE EXHIBIT D-3 FOR LANDSCAPE PLAN



SITE DATA	
TOTAL ACRES	±64.865 AC
NET DEVELOPABLE ACRES	±54.172 AC
TOTAL UNITS	234 LOTS
GROSS DENSITY	±3.61 D.U./AC.
NET DENSITY	±4.32 D.U./AC.
TOTAL OPEN SPACE ACRES	±28.00 (±43.2%)

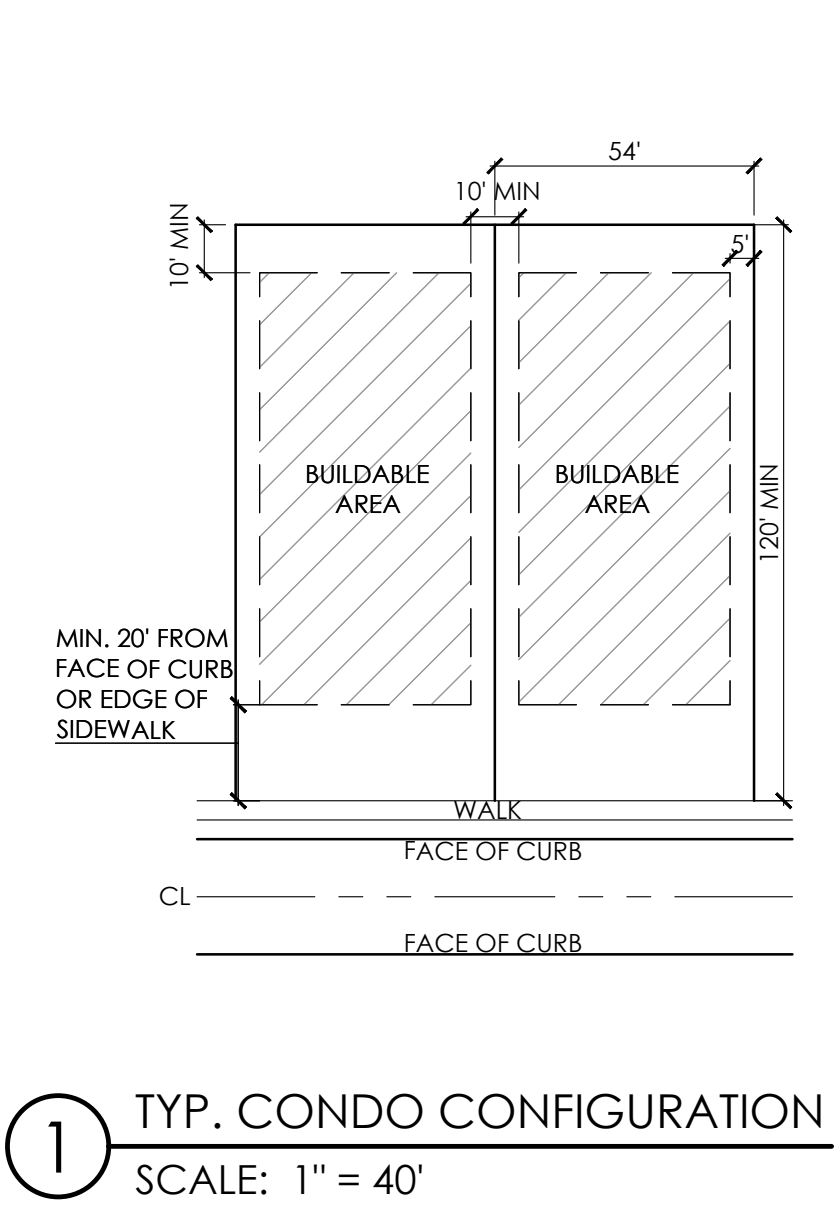
PRELIMINARY OVERALL DEVELOPMENT PLAN

EXHIBIT C-1



SITE DATA	
TOTAL ACRES	±64.865 AC
NET DEVELOPABLE ACRES	±54.172 AC
TOTAL UNITS	234 LOTS
GROSS DENSITY	±3.61 D.U./AC.
NET DENSITY	±4.32 D.U./AC.
TOTAL OPEN SPACE ACRES	±28.00 (±43.2%)

SITE DATA: CONDOS	
TOTAL UNITS	124 LOTS



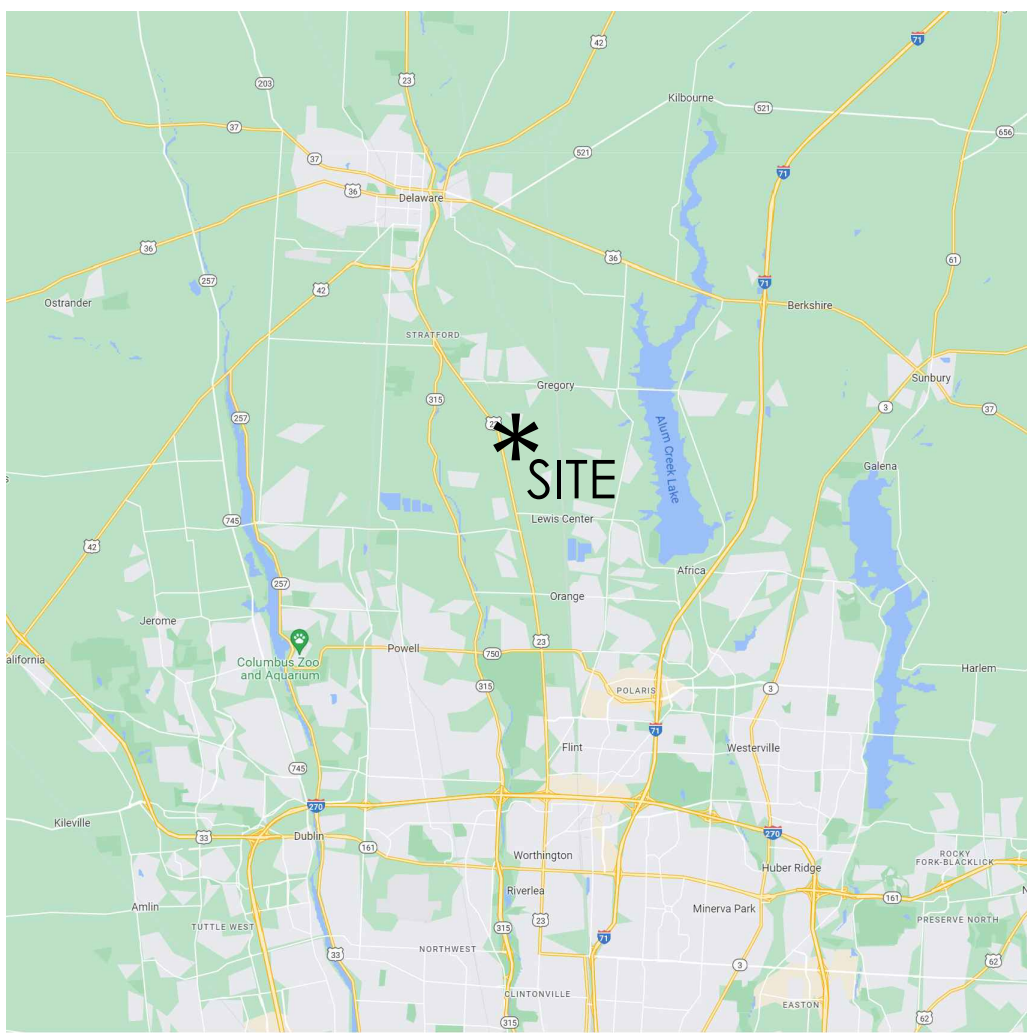
PRELIMINARY DEVELOPMENT PLAN - THE COTTAGES

EXHIBIT C-2

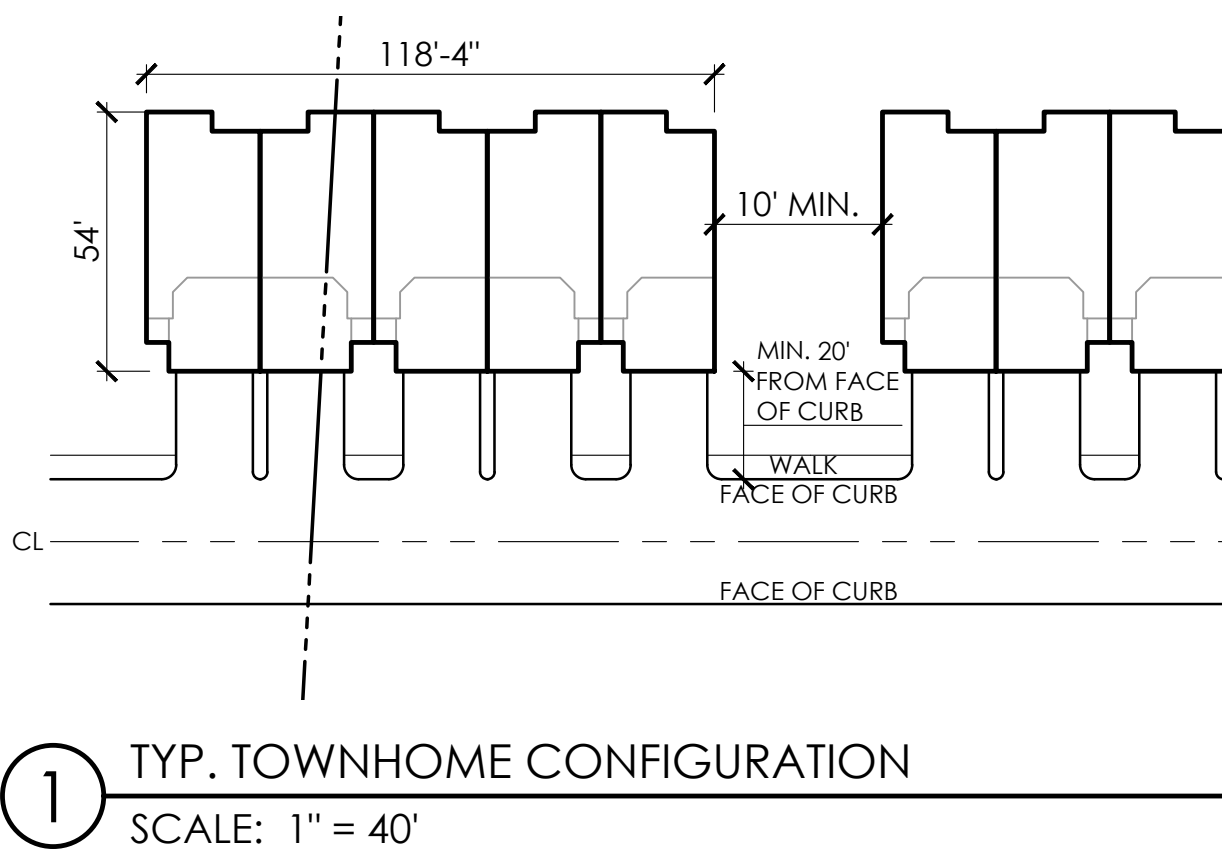
OAK PARK
PREPARED FOR KIRAN BASIREDDY
DATE: 11/20/23



VICINITY MAP



SITE DATA	
TOTAL ACRES	±64.865 AC
NET DEVELOPABLE ACRES	±54.172 AC
TOTAL UNITS	234 LOTS
GROSS DENSITY	±3.61 D.U./AC.
NET DENSITY	±4.32 D.U./AC.
TOTAL OPEN SPACE ACRES	±28.00 (±43.2%)
SITE DATA: TOWNHOMES	
TOTAL UNITS	110 UNITS



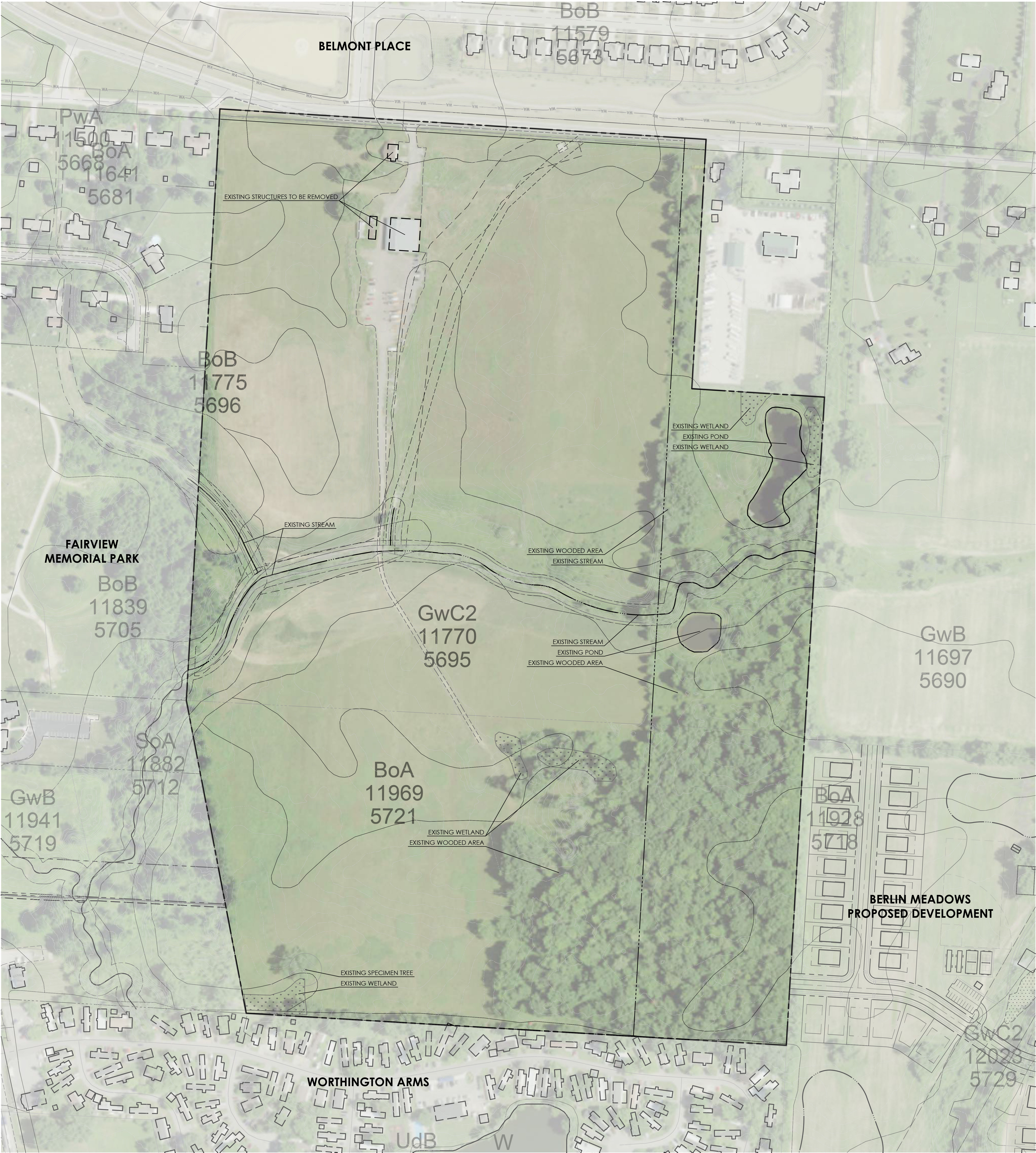
PRELIMINARY DEVELOPMENT PLAN - THE VILLAGE

EXHIBIT C-3

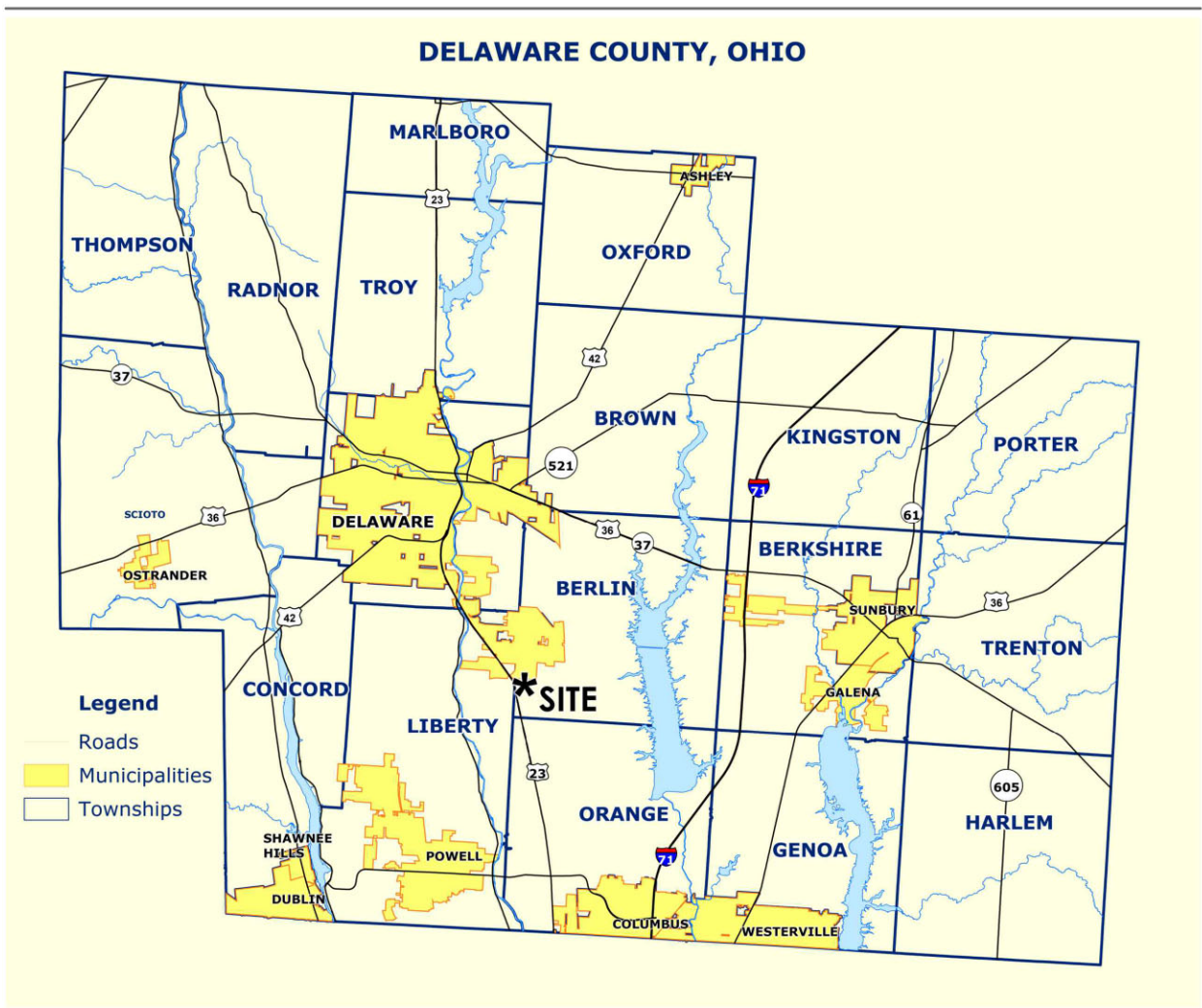


PHASING PLAN

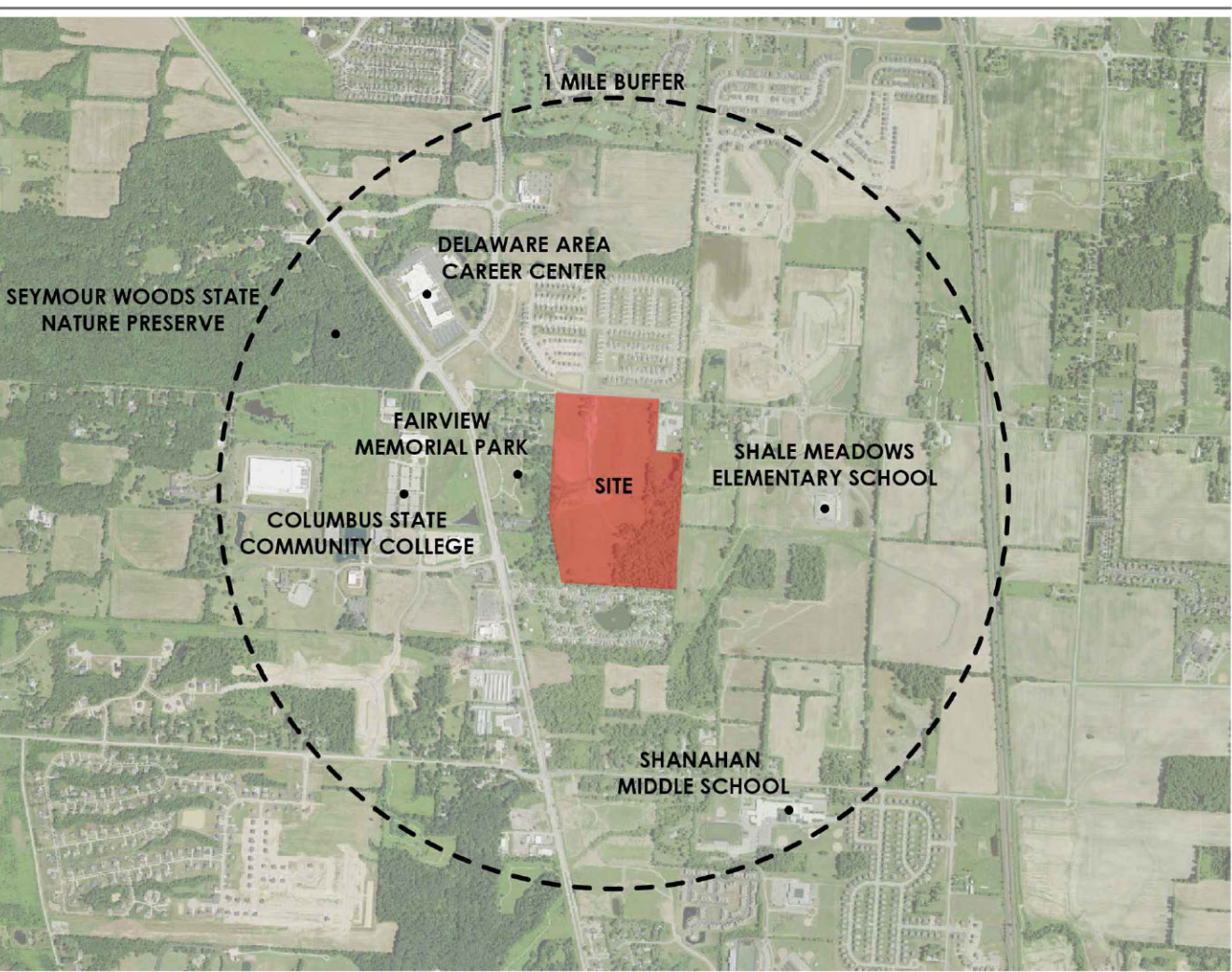
EXHIBIT C-4



VICINITY MAP

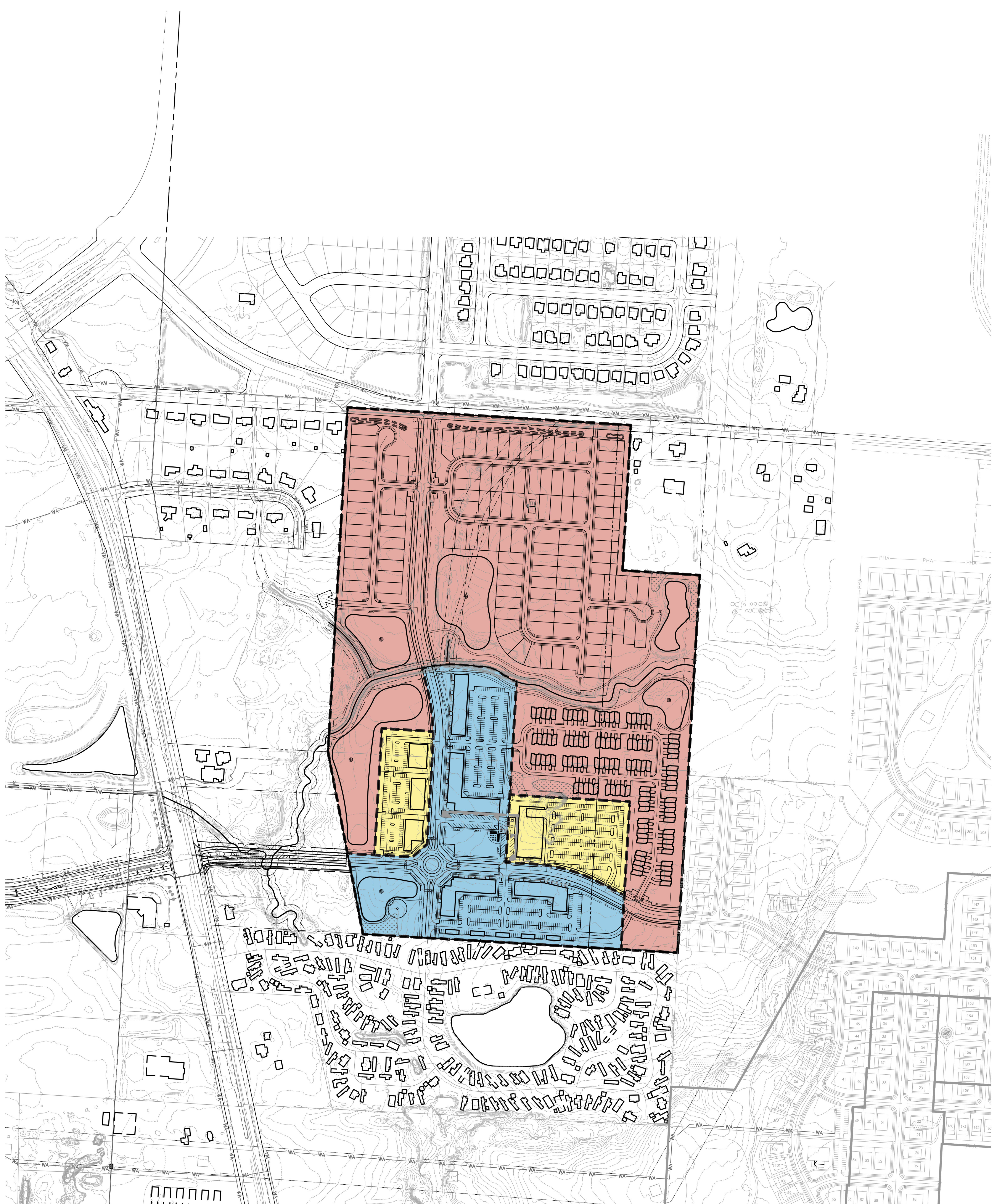


BUFFER MAP



EXISTING FEATURES PLAN

EXHIBIT C-5

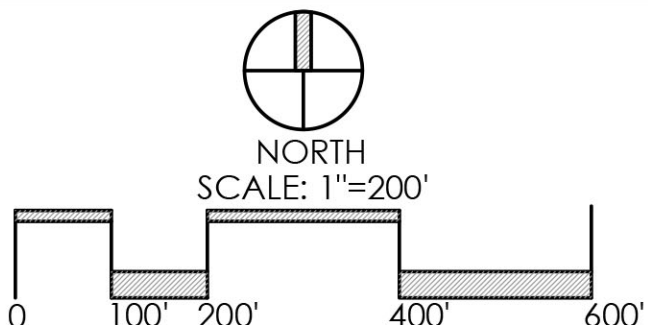


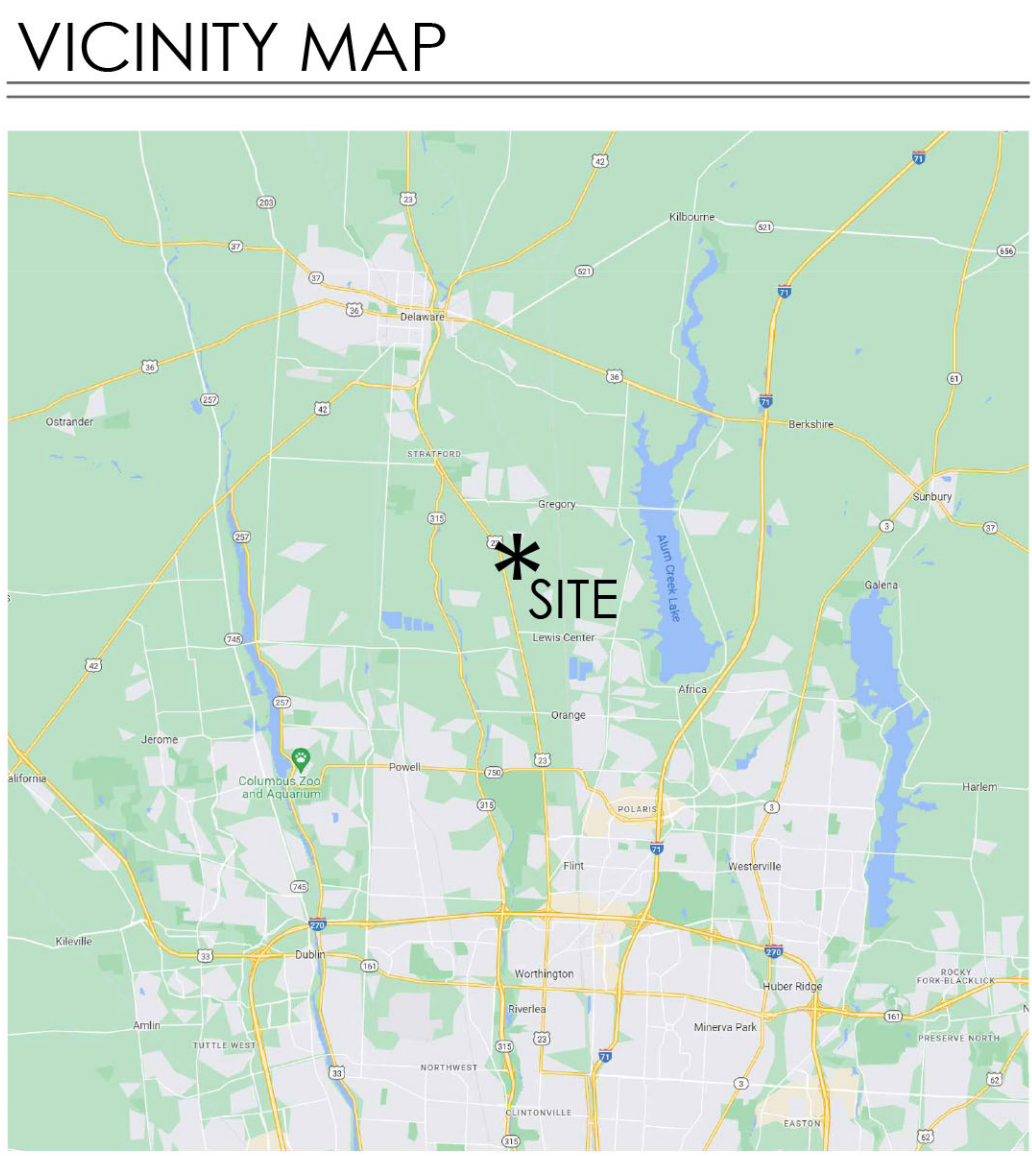
SITE DATA					
TRANSITIONAL PLANNED UNIT DEVELOPMENT (TPUD)		NEIGHBORHOOD COMMERCIAL DISTRICT (NCD)		PLANNED COMMERCIAL AND OFFICE DISTRICT (PCD)	
TOTAL ACRES	±64.865 AC	TOTAL ACRES	±19.412 AC	TOTAL ACRES	±8.221 AC
NET DEVELOPABLE ACRES	±54.172 AC	NET DEVELOPABLE ACRES	±16.500 AC		
TOTAL UNITS	234 UNITS - 124 CONDOMINIUMS - 110 TOWNHOMES	TOTAL UNITS	194 MULTI-FAMILY UNITS		
NET DENSITY	±4.32 D.U./AC	NET DENSITY	±11.76 D.U./AC		

NET DEVELOPABLE PLAN

EXHIBIT C-6

OAK PARK
PREPARED FOR KIRAN BASIREDDY
DATE: 11/20/23

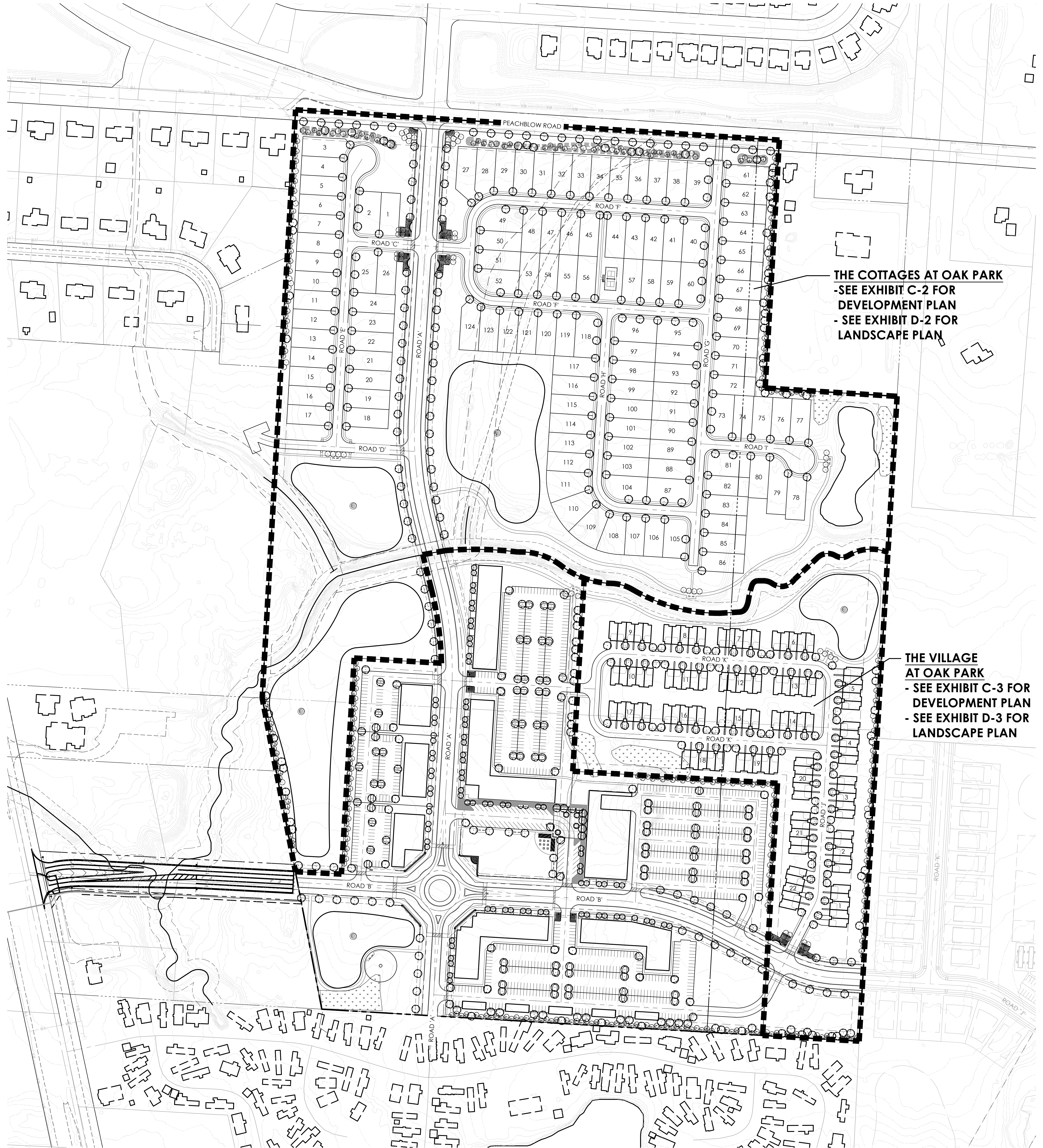




SITE DATA	
TOTAL ACRES	±64.865 AC
NET DEVELOPABLE ACRES	±54.172 AC
TOTAL UNITS	234 LOTS
GROSS DENSITY	±3.61 D.U./AC.
NET DENSITY	±4.32 D.U./AC.
TOTAL OPEN SPACE ACRES	±28.00 (±43.2%)

ILLUSTRATIVE PLAN

EXHIBIT C-7



THE COTTAGES AT OAK PARK
-SEE EXHIBIT C-2 FOR
DEVELOPMENT PLAN
- SEE EXHIBIT D-2 FOR
LANDSCAPE PLAN

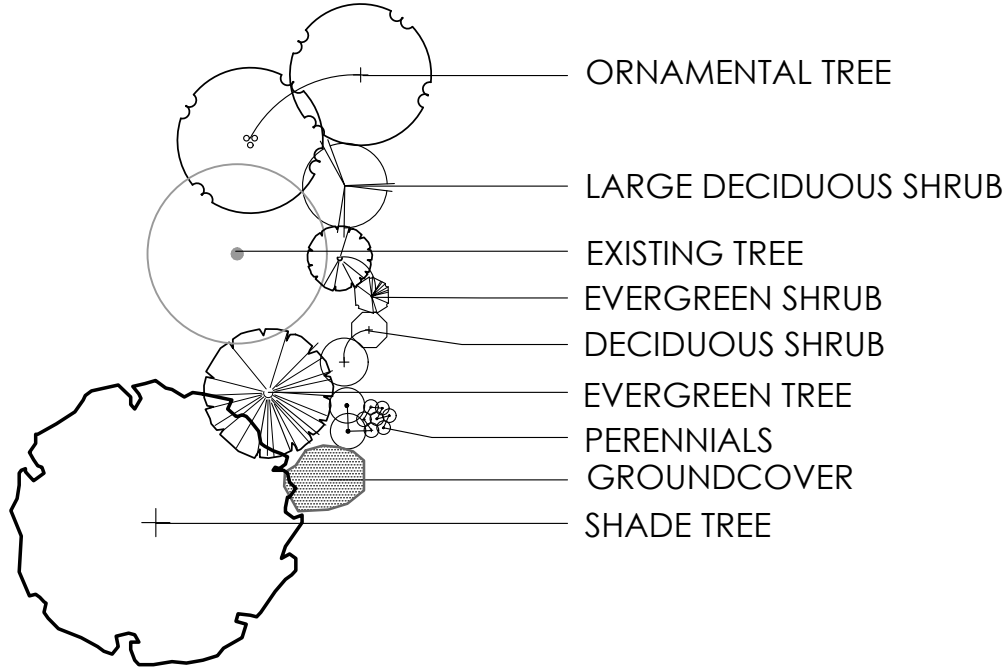
**THE VILLAGE
AT OAK PARK**
- SEE EXHIBIT C-3 FOR
DEVELOPMENT PLAN
- SEE EXHIBIT D-3 FOR
LANDSCAPE PLAN

CONSTRUCTION NOTES

- ① LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- ② LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.

PLANT KEY TYPICALS

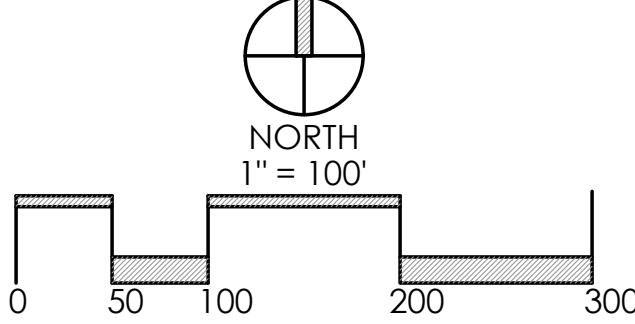
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

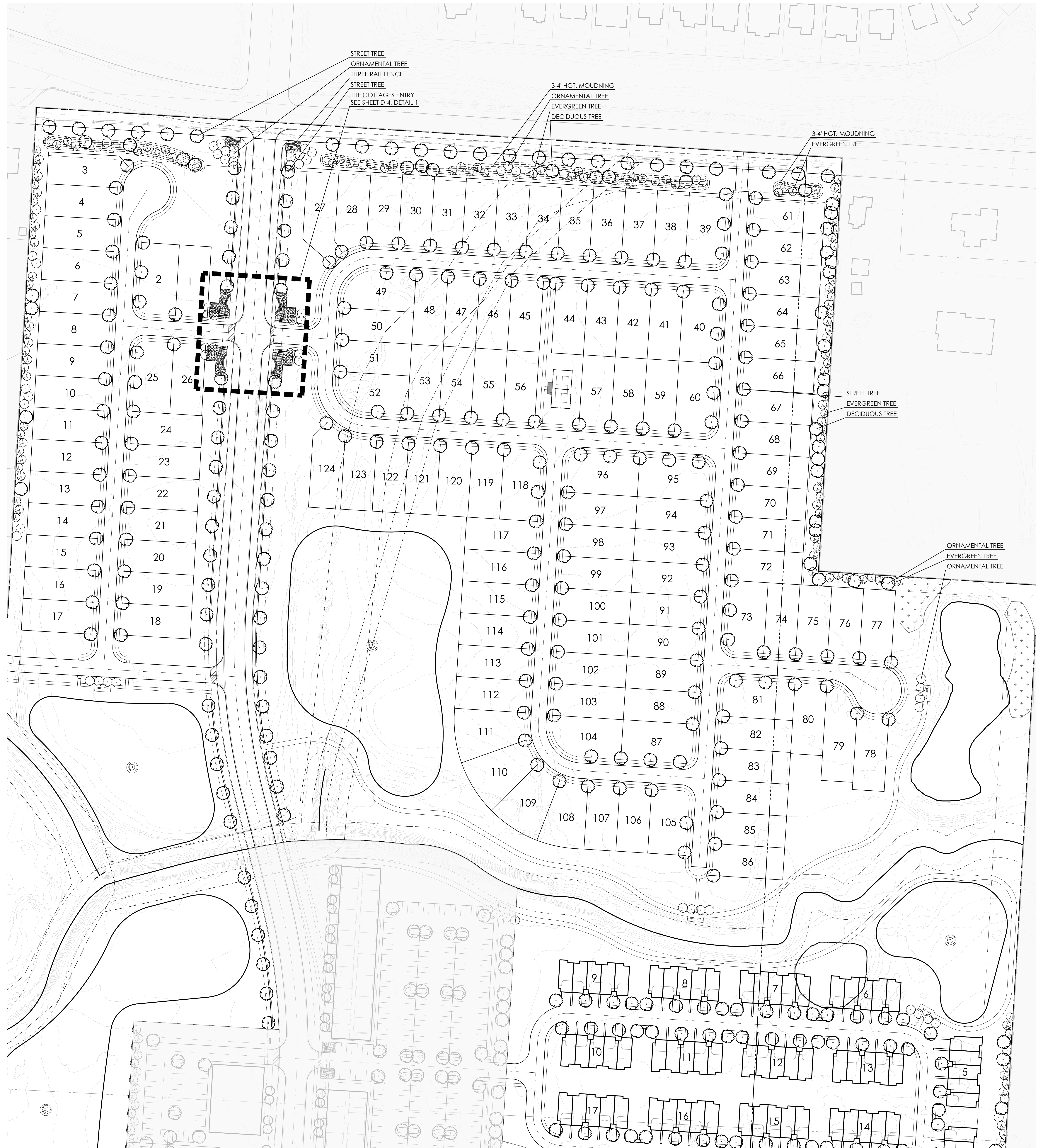


OVERALL LANDSCAPE PLAN

EXHIBIT D-1

OAK PARK
PREPARED FOR KIRAN BASIREDDY
DATE: 11/20/23



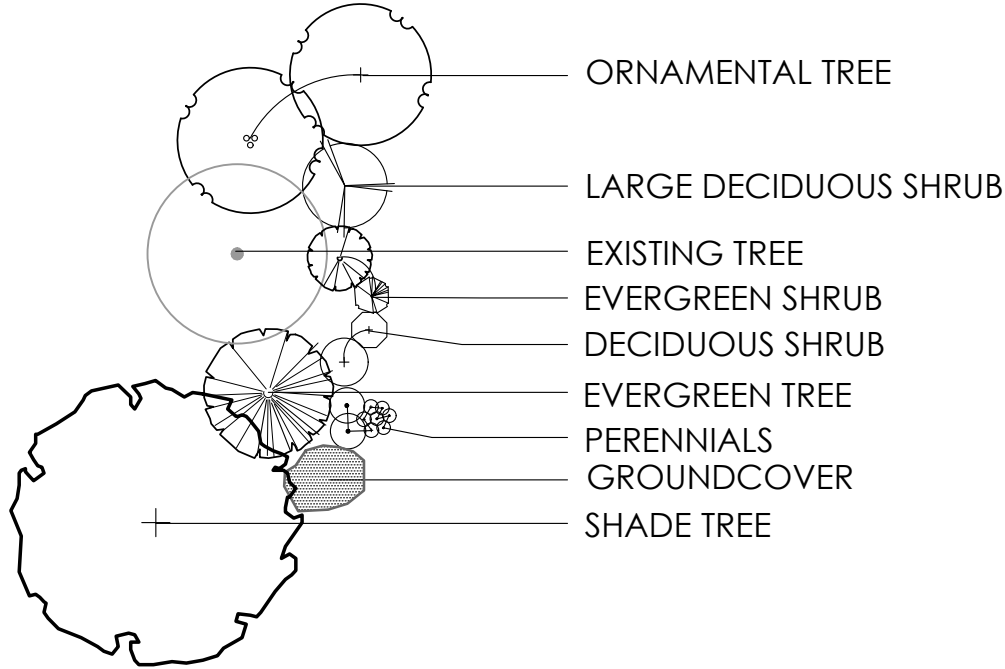


CONSTRUCTION NOTES

- ① LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- ② LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.

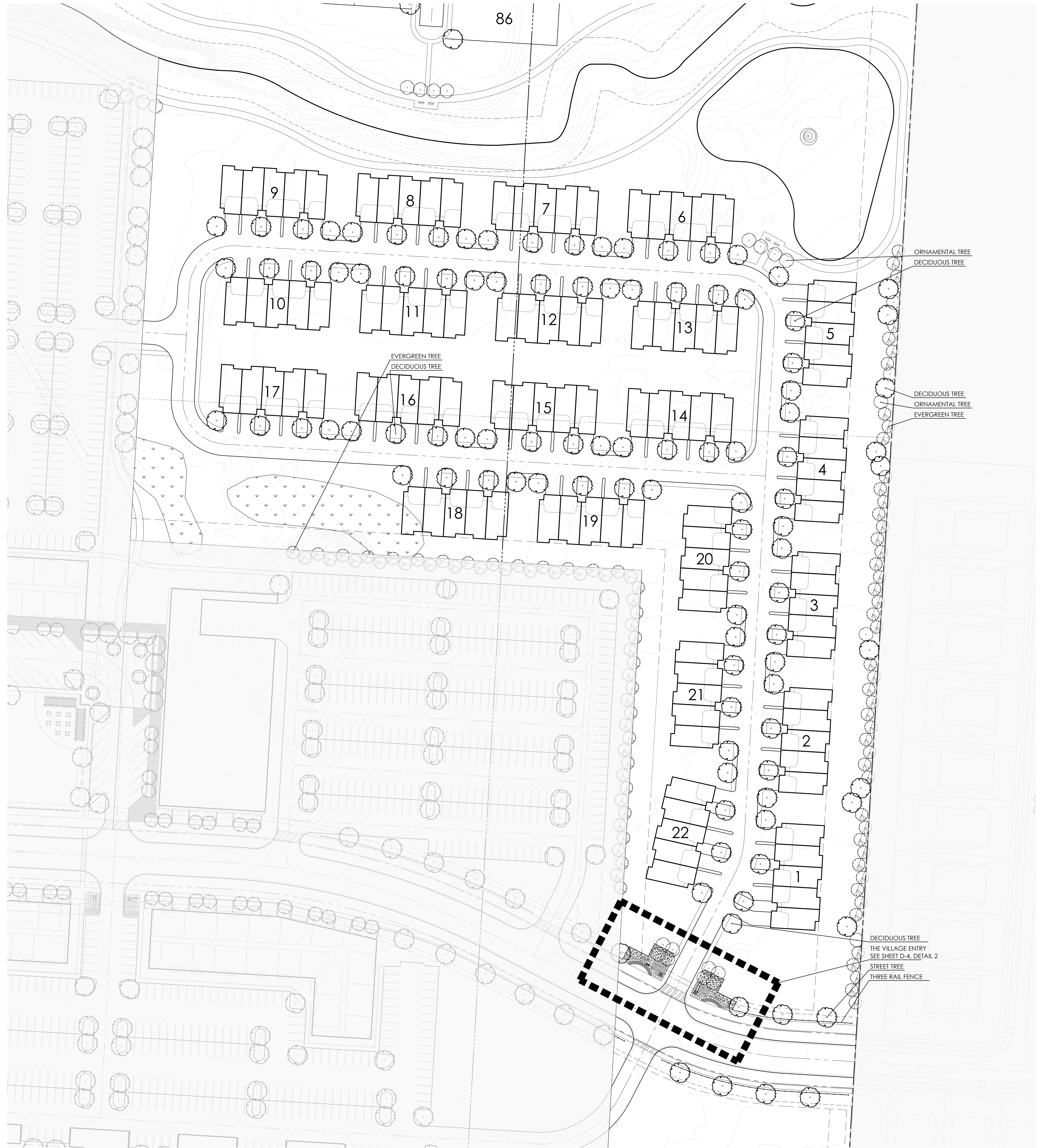
PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



OVERALL LANDSCAPE PLAN - THE COTTAGES

EXHIBIT D-2

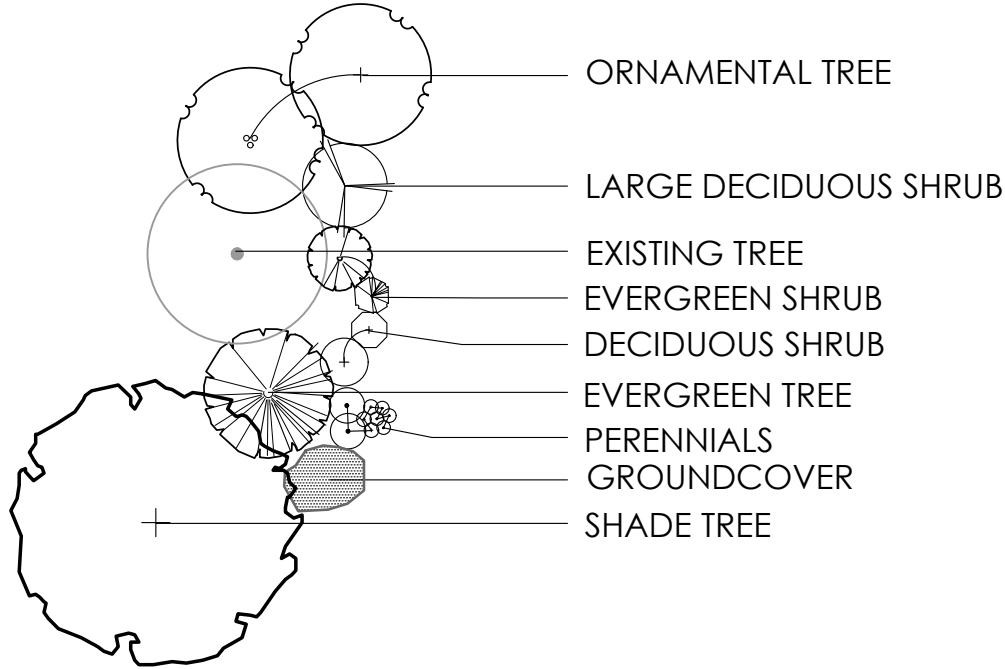


CONSTRUCTION NOTES

- ① LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- ② LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.

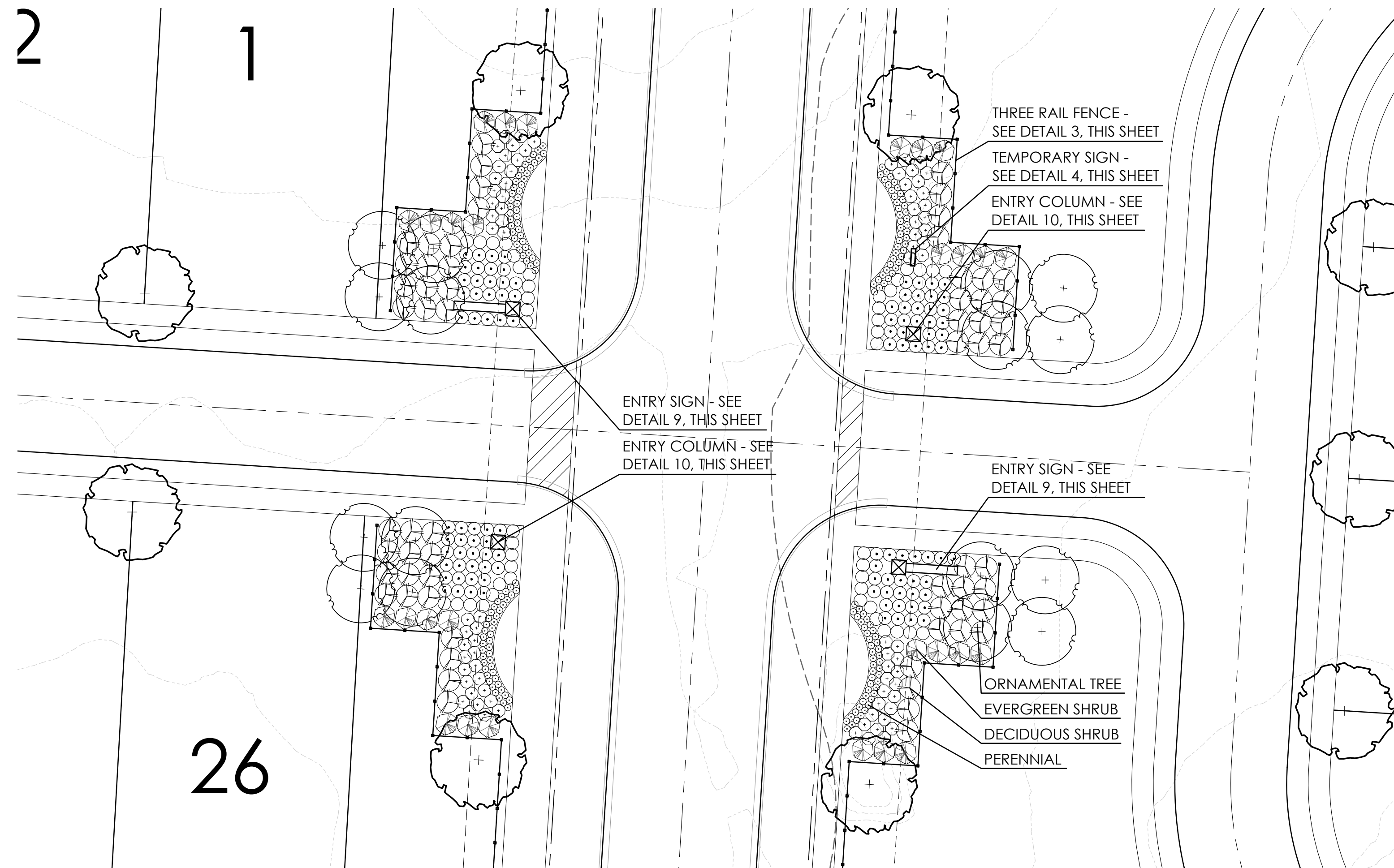
PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

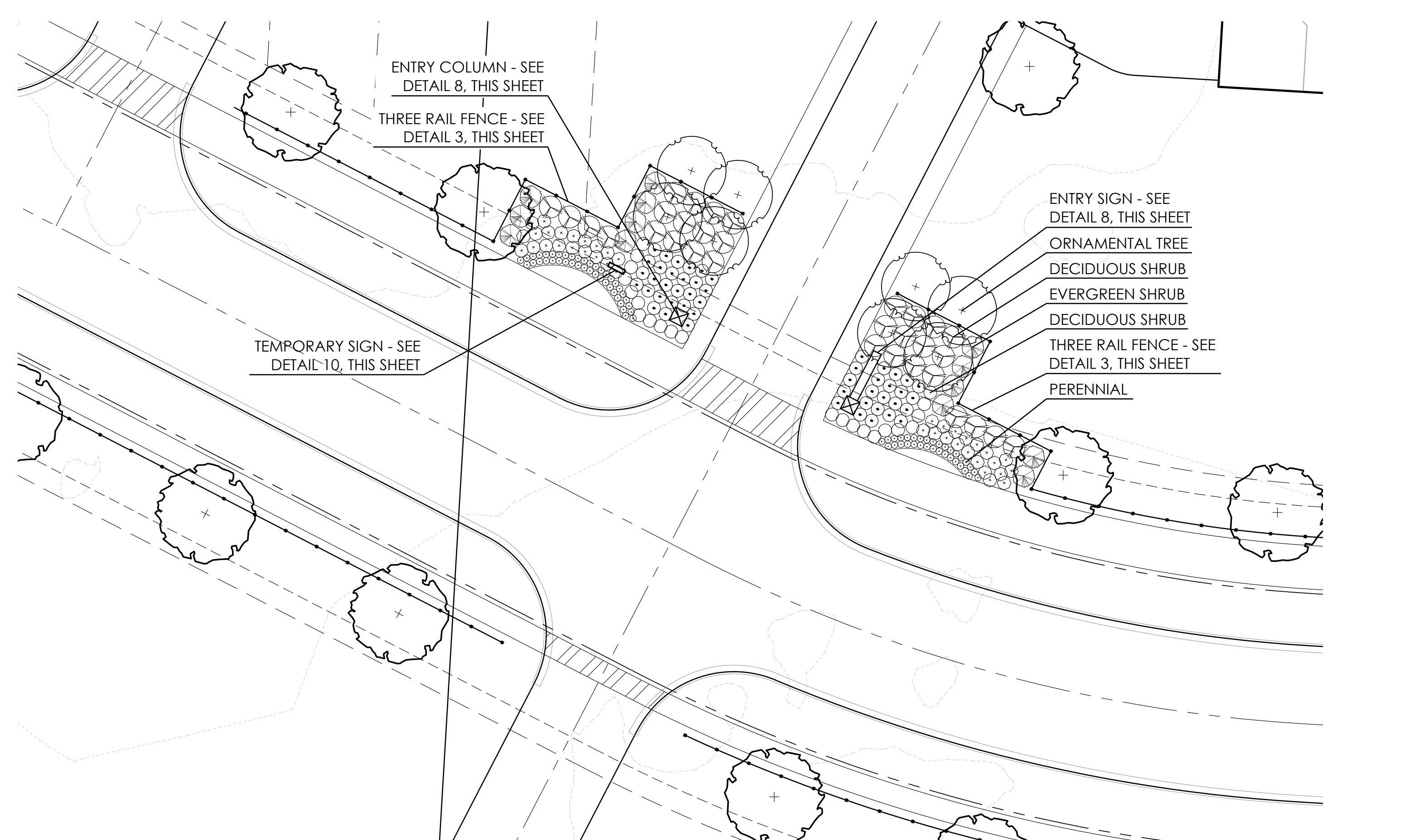


OVERALL LANDSCAPE PLAN - THE VILLAGE

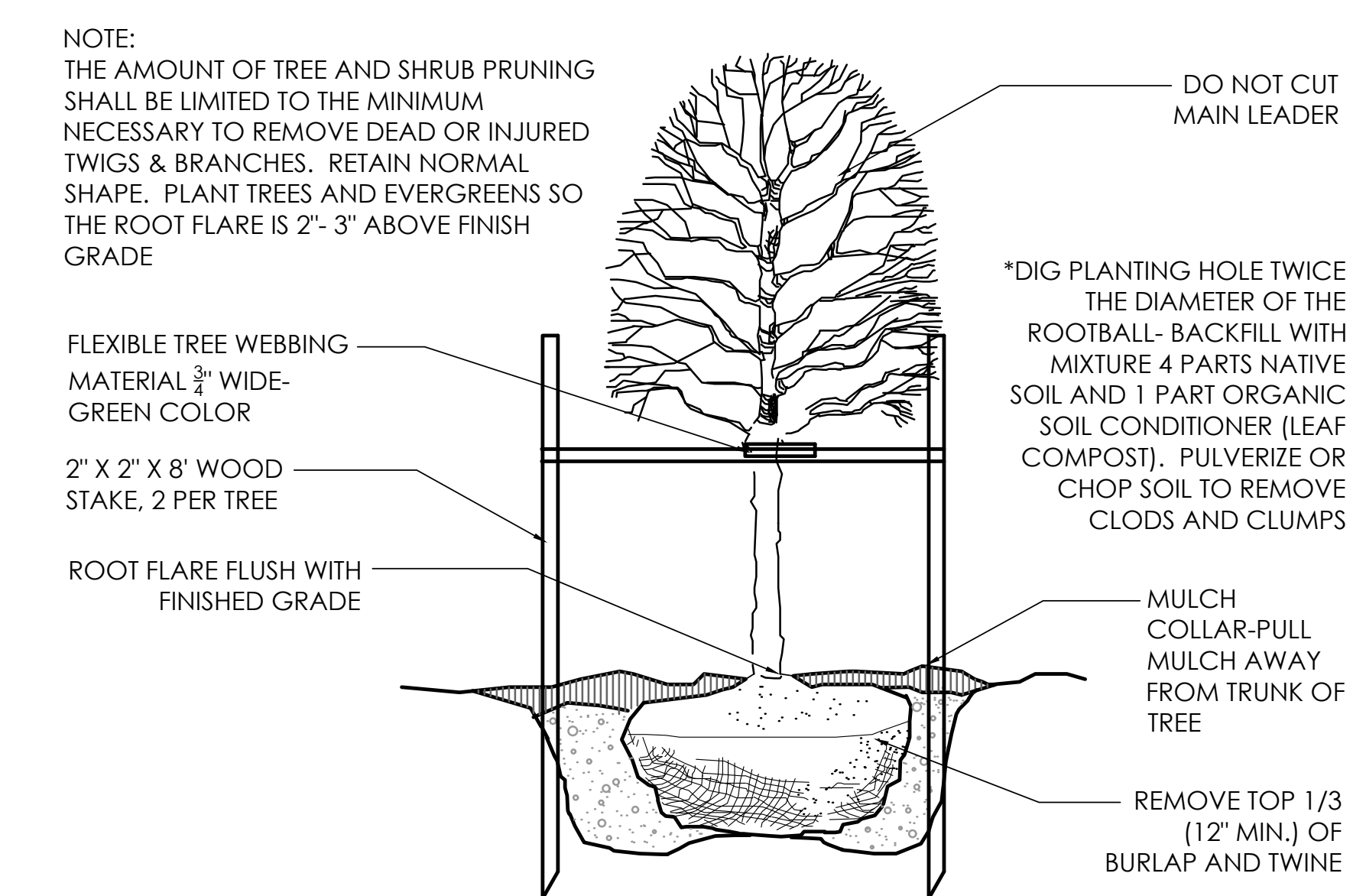
EXHIBIT D-3



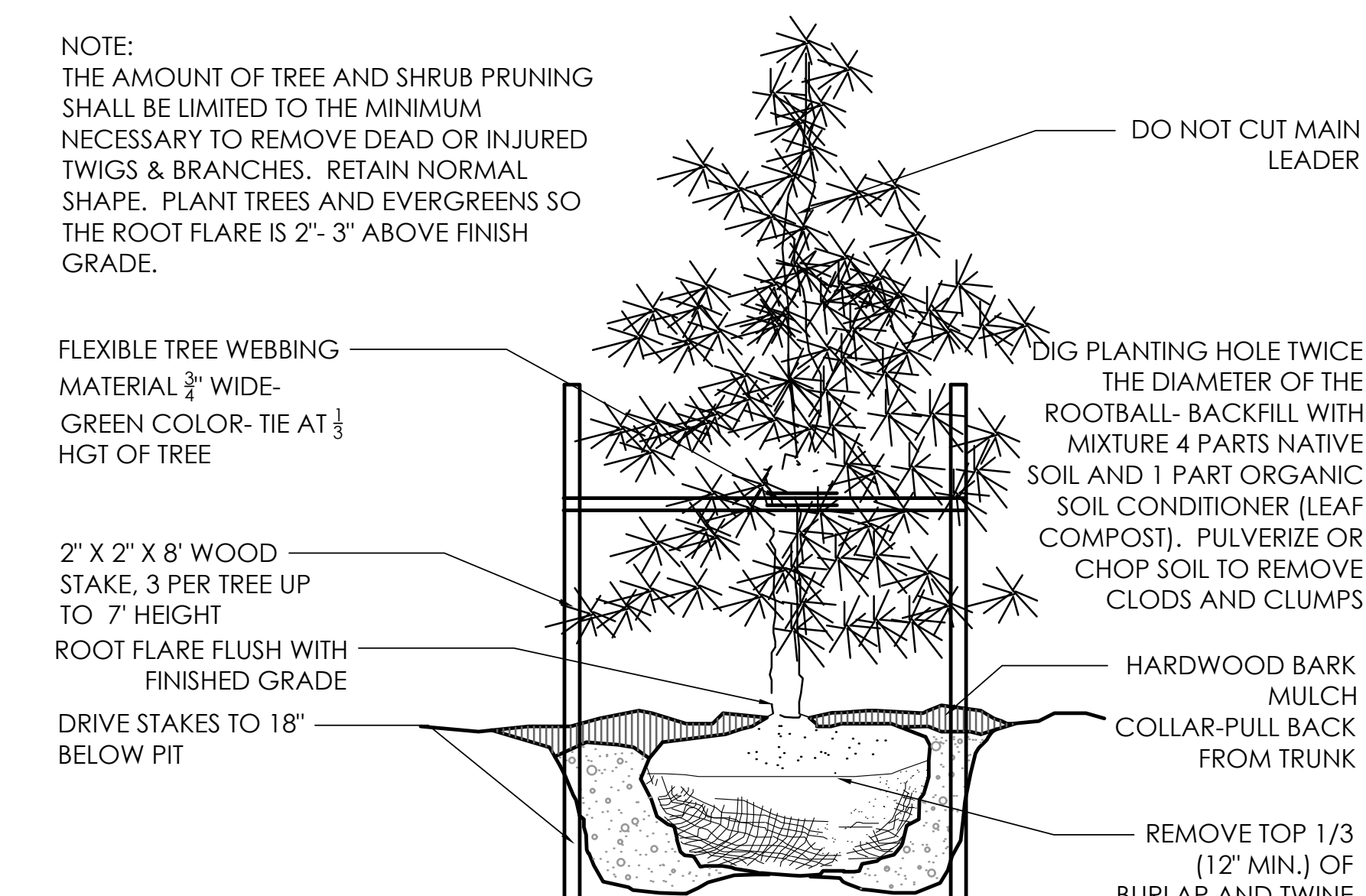
1 CONDOMINIUM ENTRY
SCALE: 1" = 20'



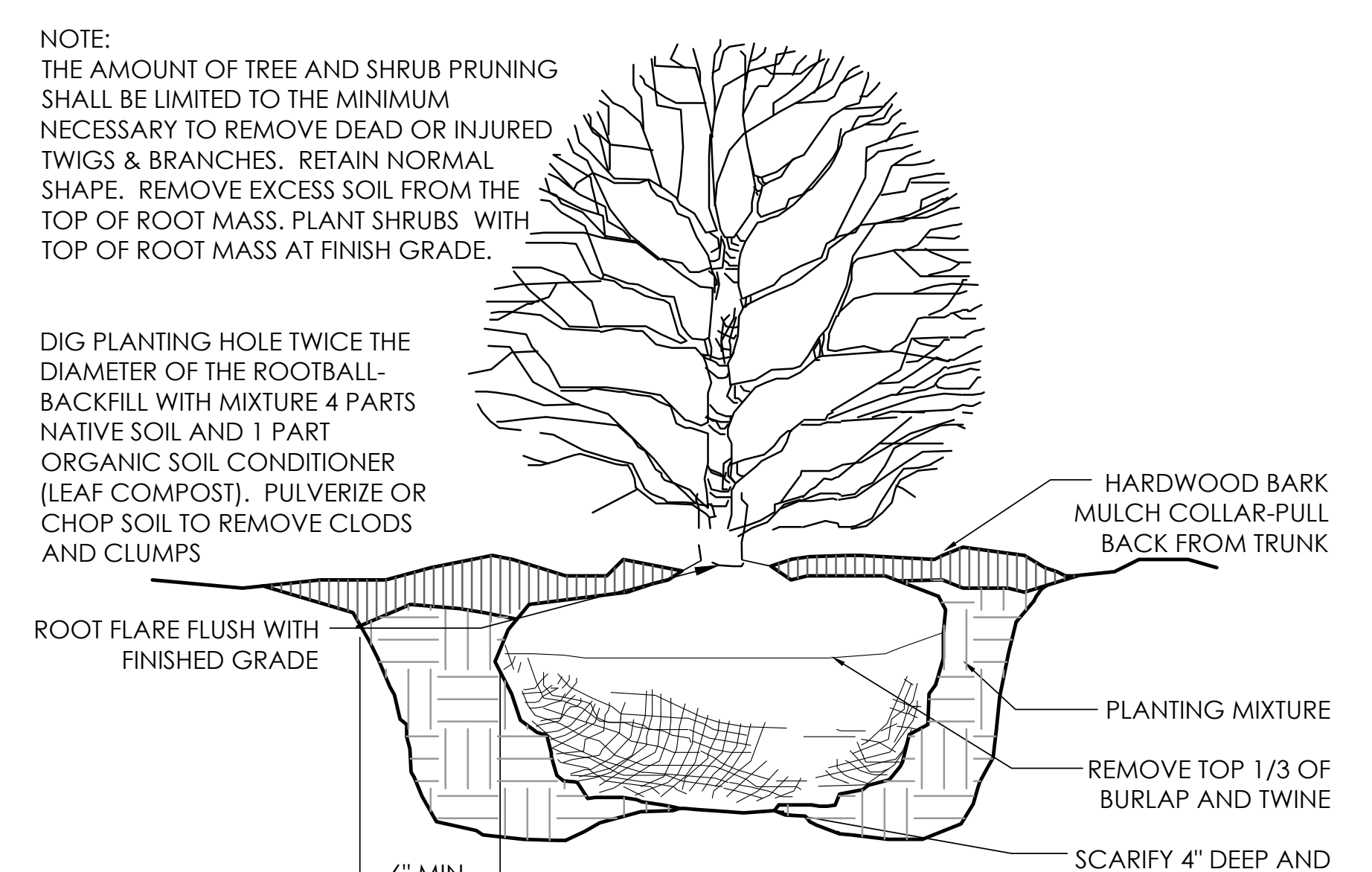
2 TOWNHOME ENTRY
SCALE: 1" = 20'



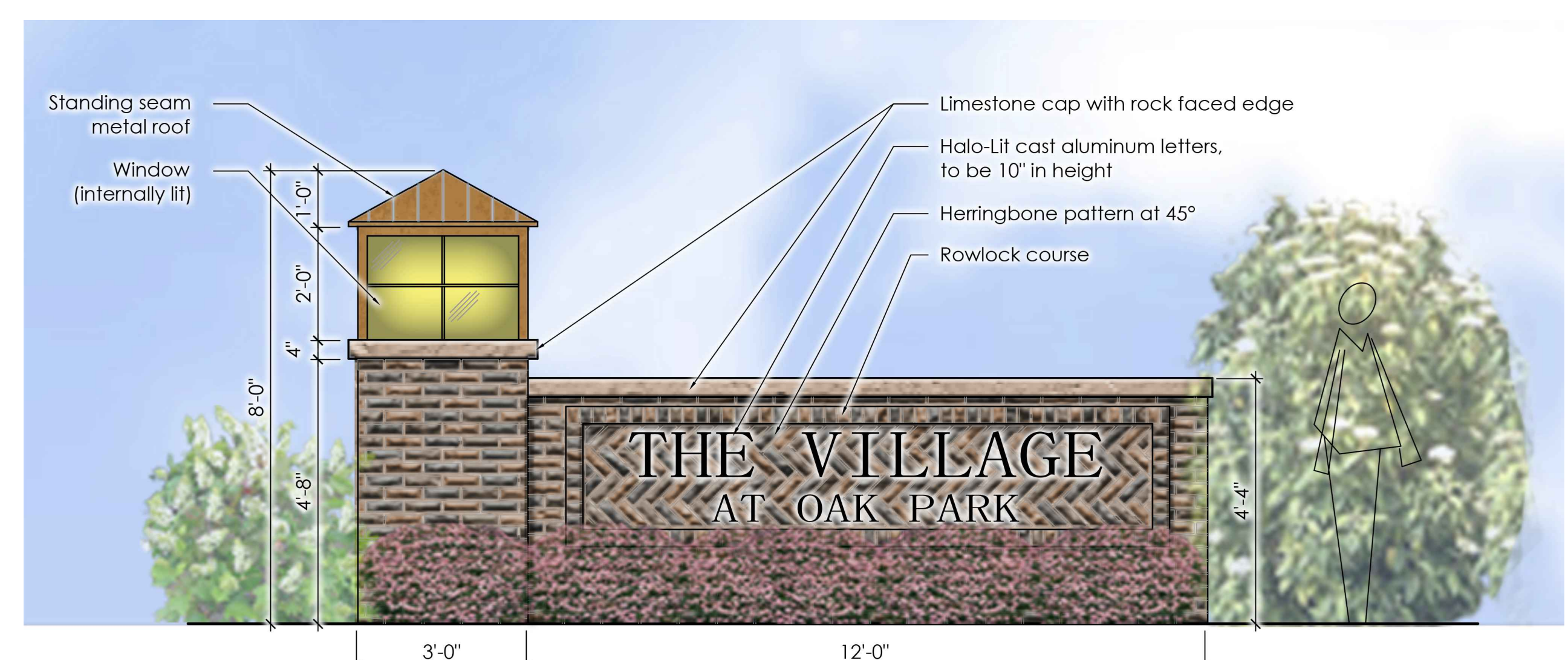
5 DECIDUOUS TREE
N.T.S. 01-1001



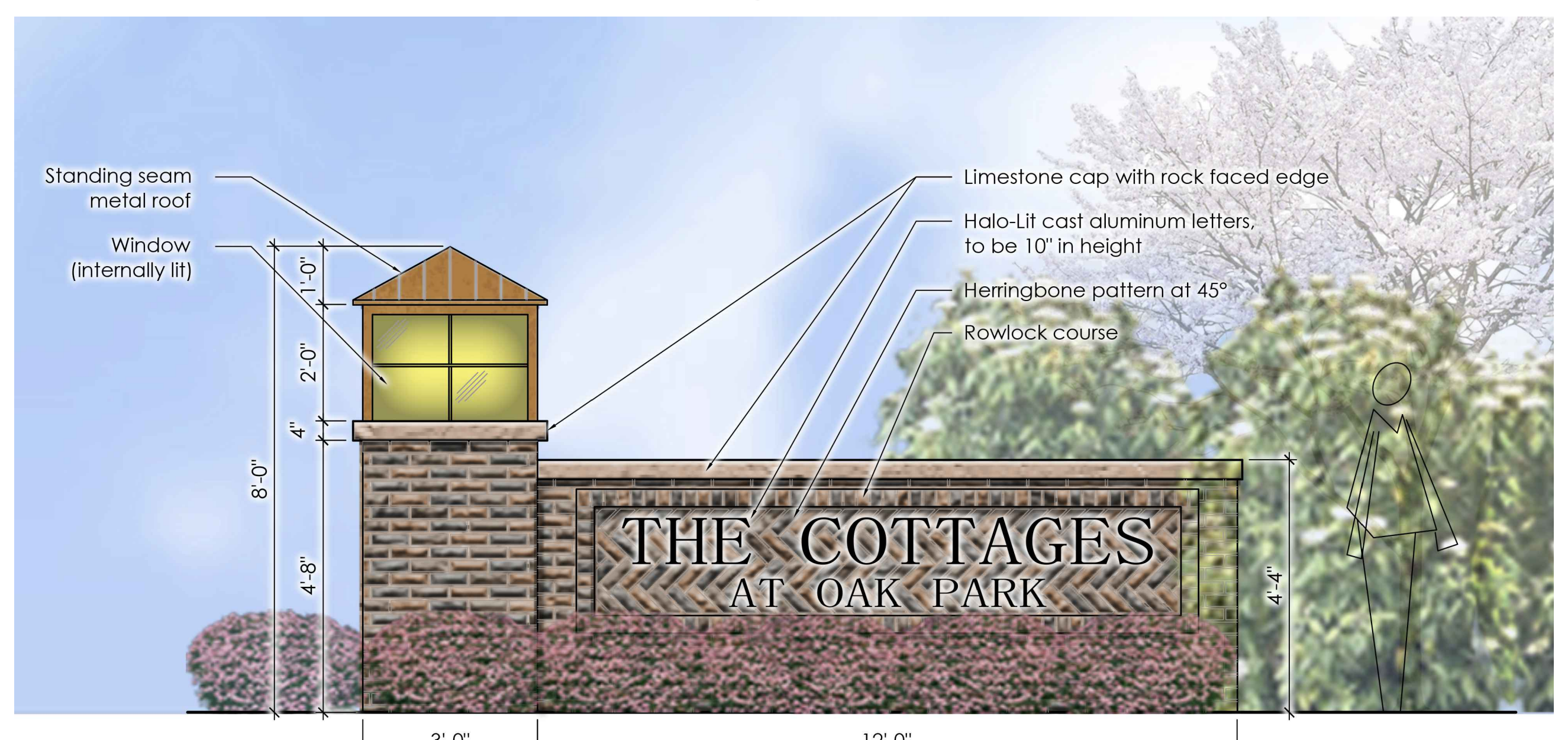
6 EVERGREEN TREE UNDER 7' HGT.
N.T.S. 01-1100



7 SHRUB PLANTING DETAIL
N.T.S. 01-1300



8 ENTRY SIGN
SCALE: N.T.S.



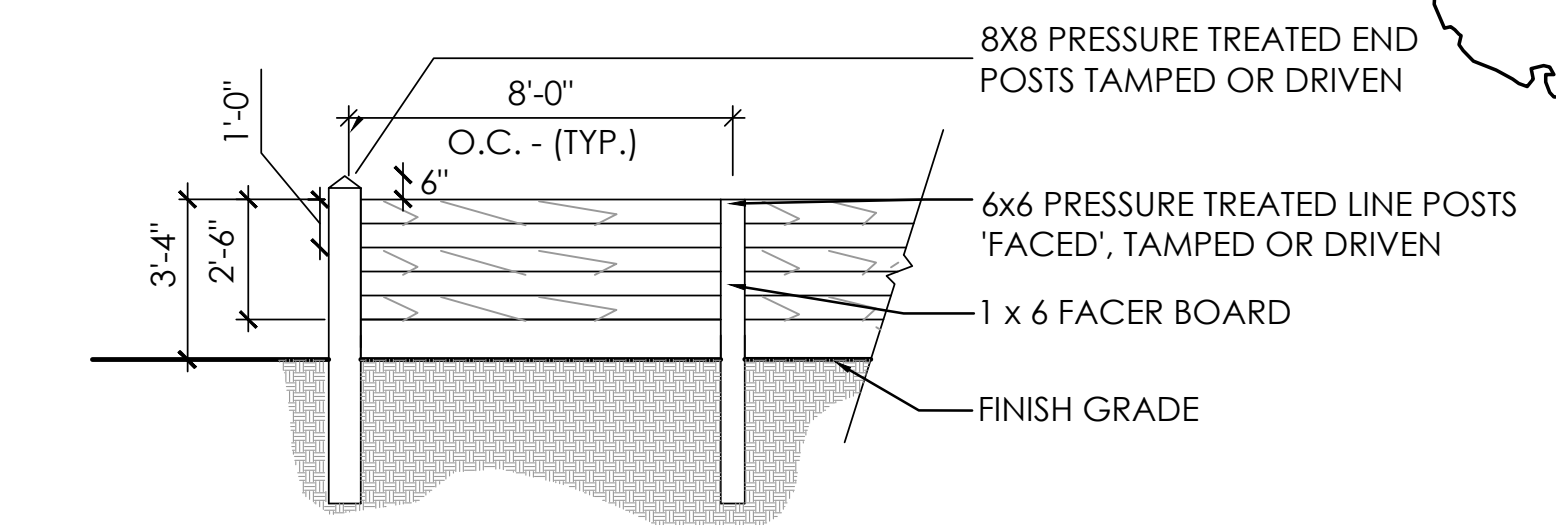
9 ENTRY SIGN
SCALE: N.T.S.

CONSTRUCTION NOTES

- 1 LAWN AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA. PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 3 ENTRY SIGN. SEE DETAIL X, SHEET X-X FOR MORE INFORMATION.

PLANT KEY TYPICALS

- SEE PLANT LIST FOR SPECIFIC PLANT SPECIES
- ORNAMENTAL TREE
 - LARGE DECIDUOUS SHRUB
 - EXISTING TREE
 - EVERGREEN SHRUB
 - DECIDUOUS SHRUB
 - EVERGREEN TREE
 - PERENNIALS
 - GROUND COVER
 - SHADE TREE



NOTES:
POSTS SHALL BE SOUND, STRAIGHT, AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

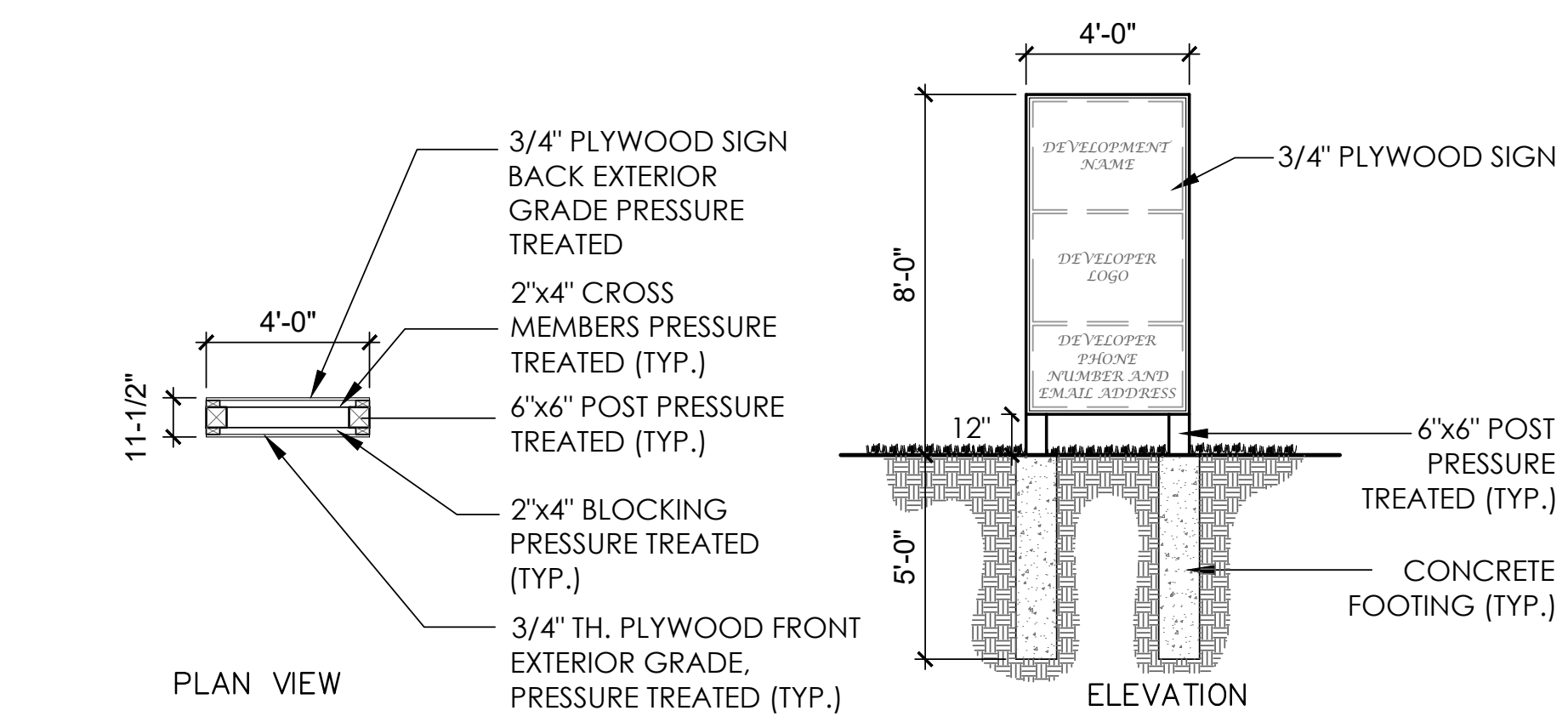
FENCE BOARDS
BOARDS SHALL BE 1" X 6" X 16' POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES

PAINT
PAINT SHALL BE A SEMI GLOSS BLACK

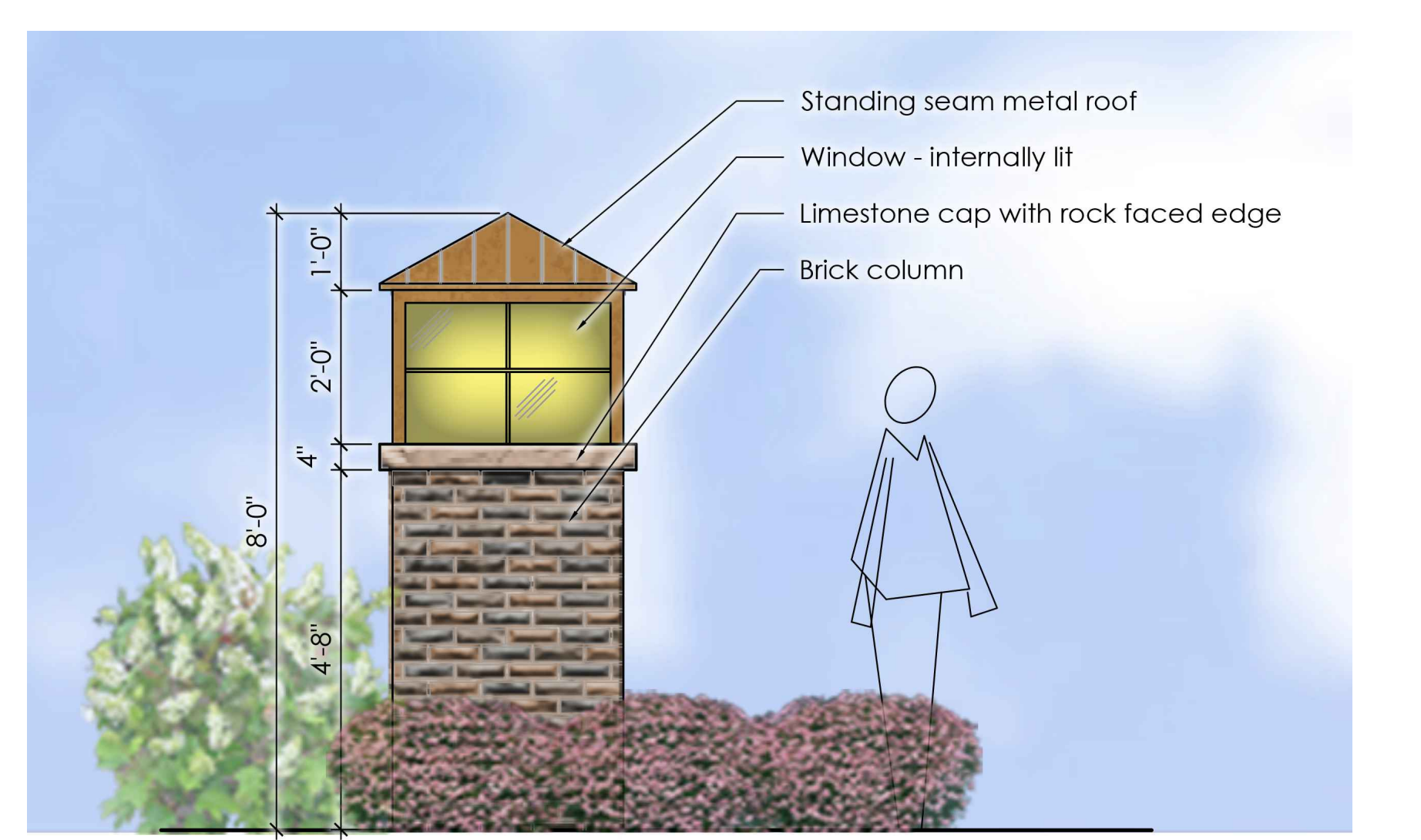
FASTENERS
NAILS-10D PLAIN SHANK BOX GALVANIZED

3 3 RAIL FENCE
N.T.S.

NOTE: 19" MIN. SETBACK FROM R.O.W. SIGNAGE TO BE DOUBLE SIDED



4 TEMPORARY SIGN DETAIL
N.T.S.



10 ENTRY SIGN COLUMN
SCALE: N.T.S.

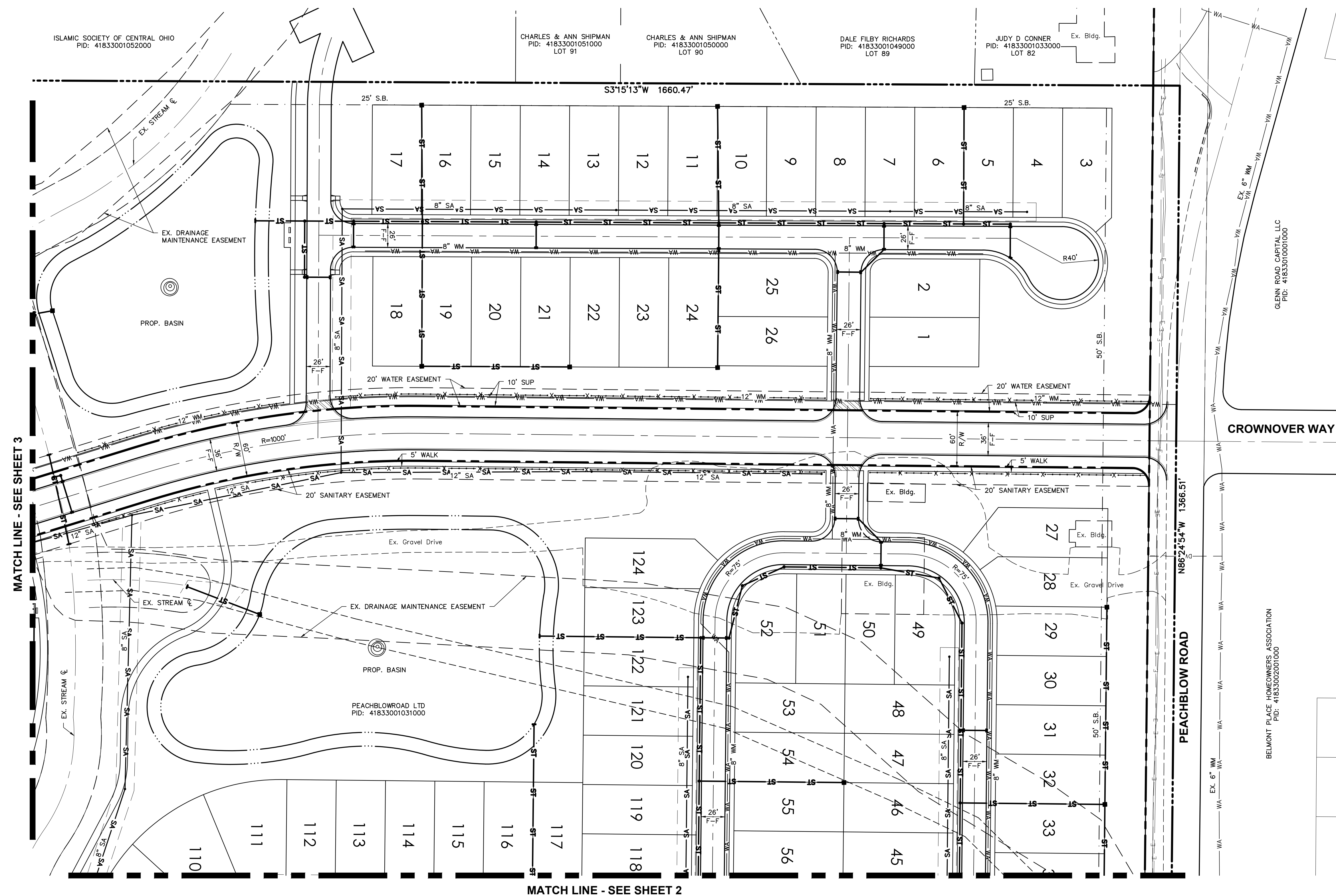
LANDSCAPE ENLARGEMENT PLANS

EXHIBIT D-4

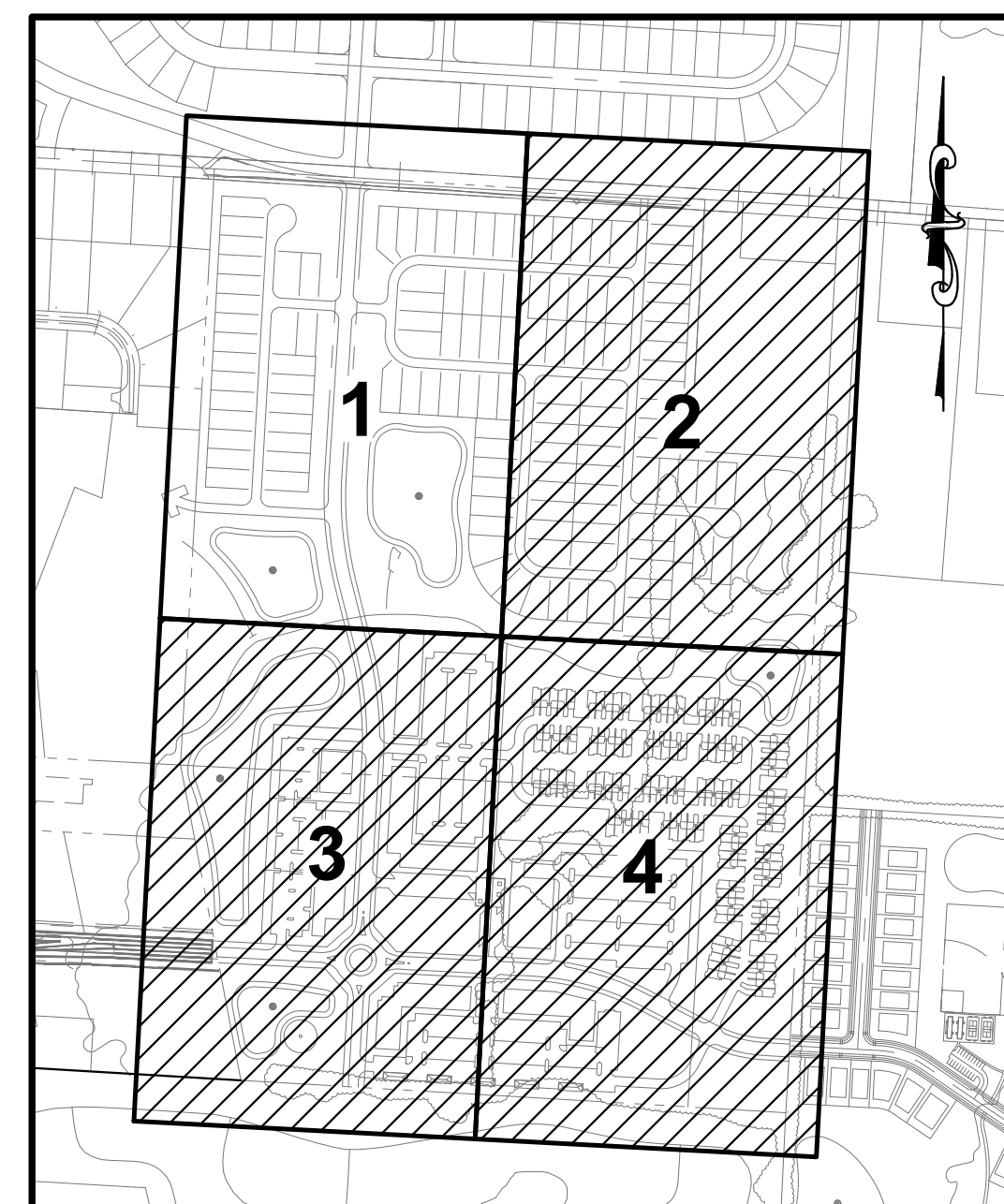
OAK PARK
PREPARED FOR KIRAN BASIREDDY
DATE: 11/20/23



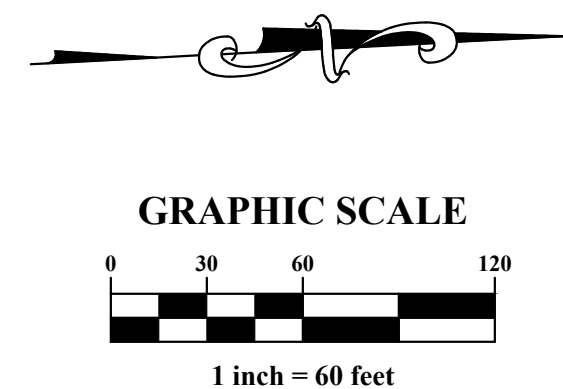
OPEN SPACE DATA	
TOTAL ACRES	±64.865 AC.
OPEN SPACE REQUIRED (10%)	±6.49 AC.
OPEN SPACE PROVIDED	±28.00 AC.
PERCENTAGE OPEN SPACE PROVIDED	±43.2%

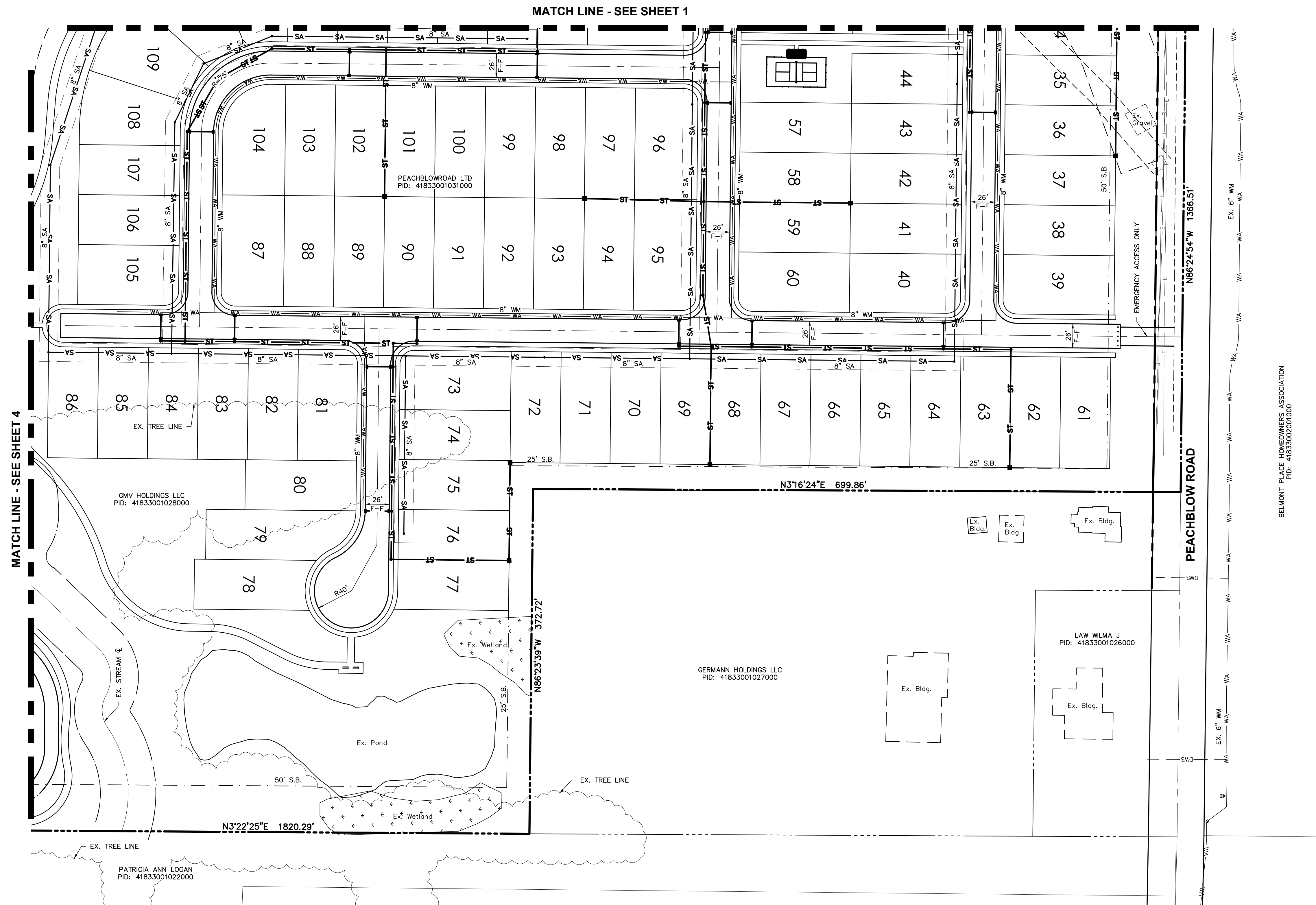


NOTE: The utility sizes and locations shown hereon are approximate only and general in nature. Minor relocations and/or changes in sizing during final engineering design are to be expected. Such changes will not affect the serviceability or viability of the project.



SHEET KEY
SCALE: 1"=500'

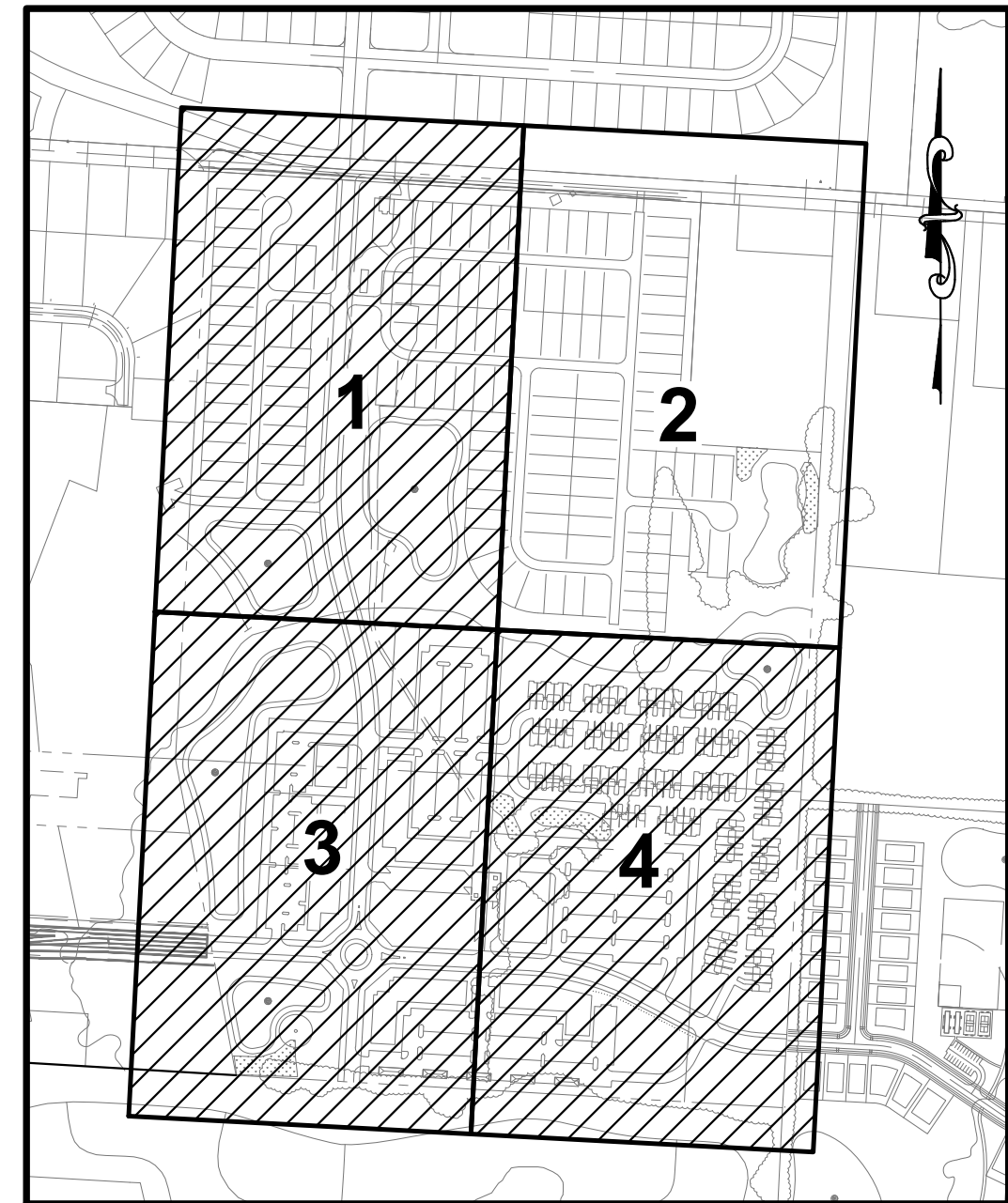
[illegible]



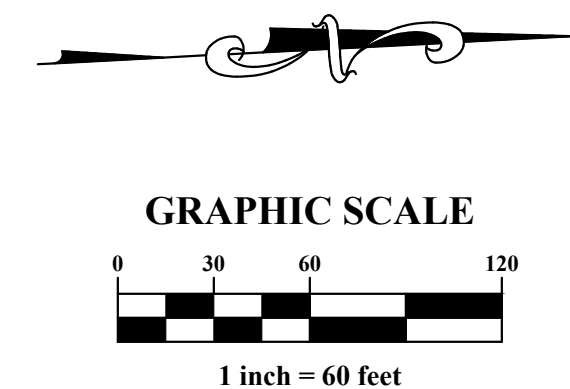
LEGEND

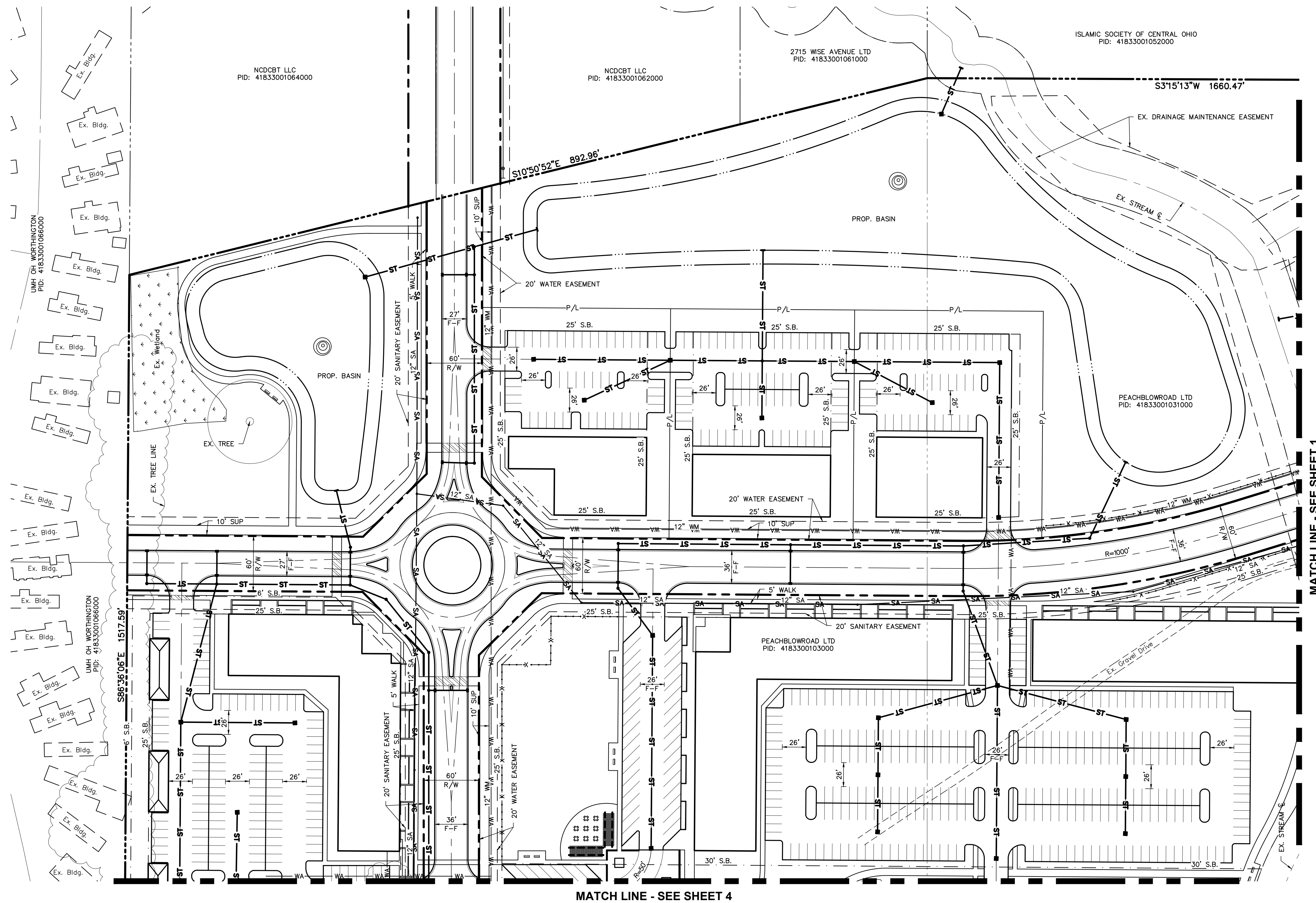
		SANITARY SEWER
		SANITARY SEWER SERVICE
		STORM SEWER
		WATER MAIN
		WATER SERVICE
EXISTING		
		SANITARY SEWER
		STORM SEWER
		WATER
		UNDERGROUND TELEPHONE
		GAS MAIN
		UNDERGROUND ELECTRIC
		OVERHEAD ELECTRIC
		PUBLIC STREET LIGHT
FIRE		
		FIRE DEPARTMENT CONNECTION (FDC)
		FIRE HYDRANT (FH)

NOTE: The utility sizes and locations shown hereon are approximate only and general in nature. Minor relocations and/or changes in sizing during final engineering design are to be expected. Such changes will not affect the serviceability or viability of the project.






SHEET KEY
SCALE: 1"=500

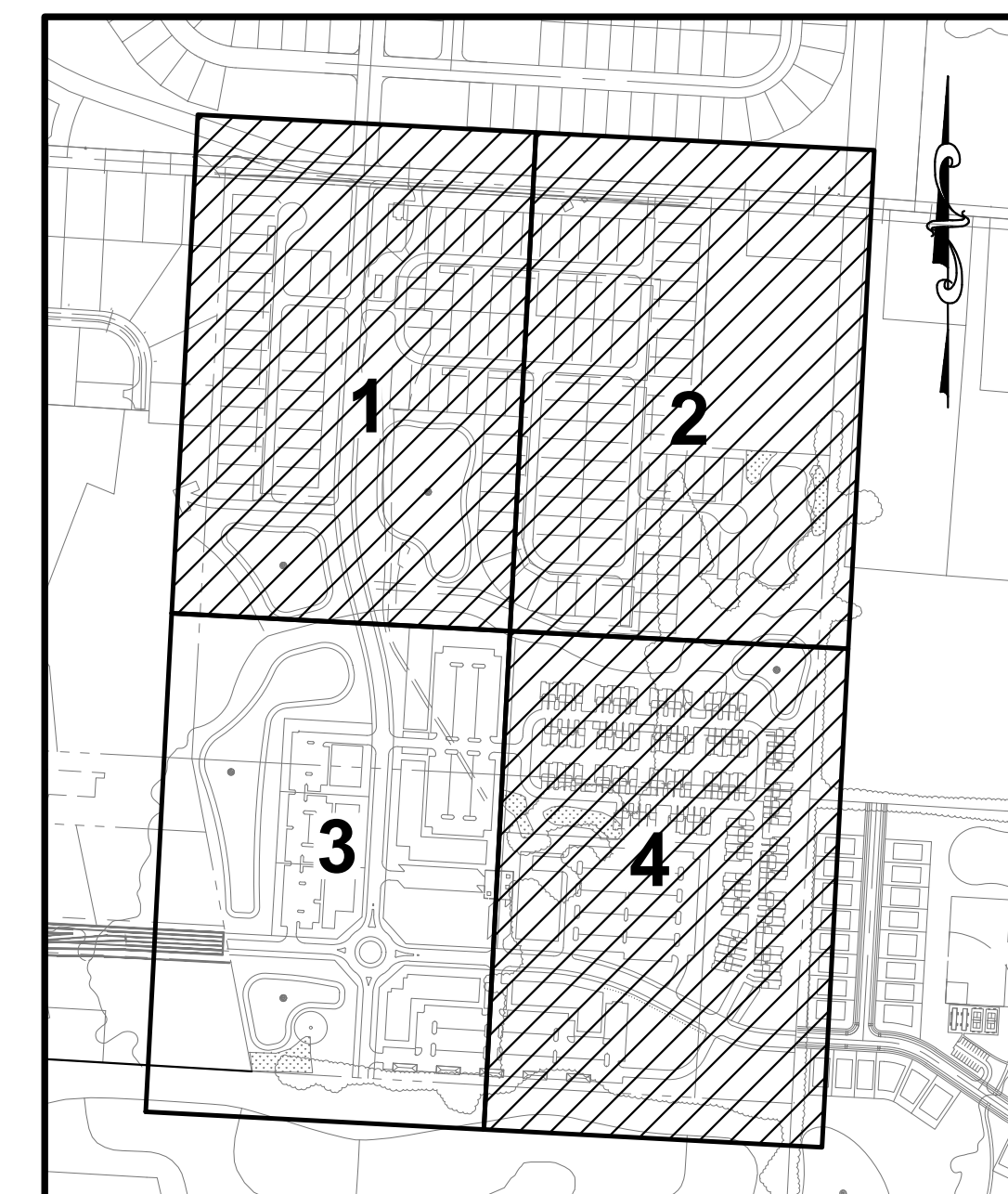




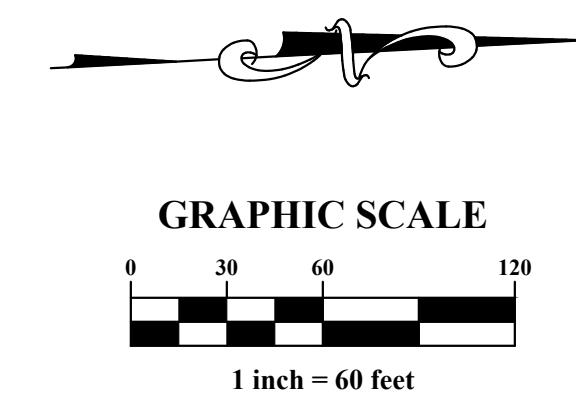
LEGEND

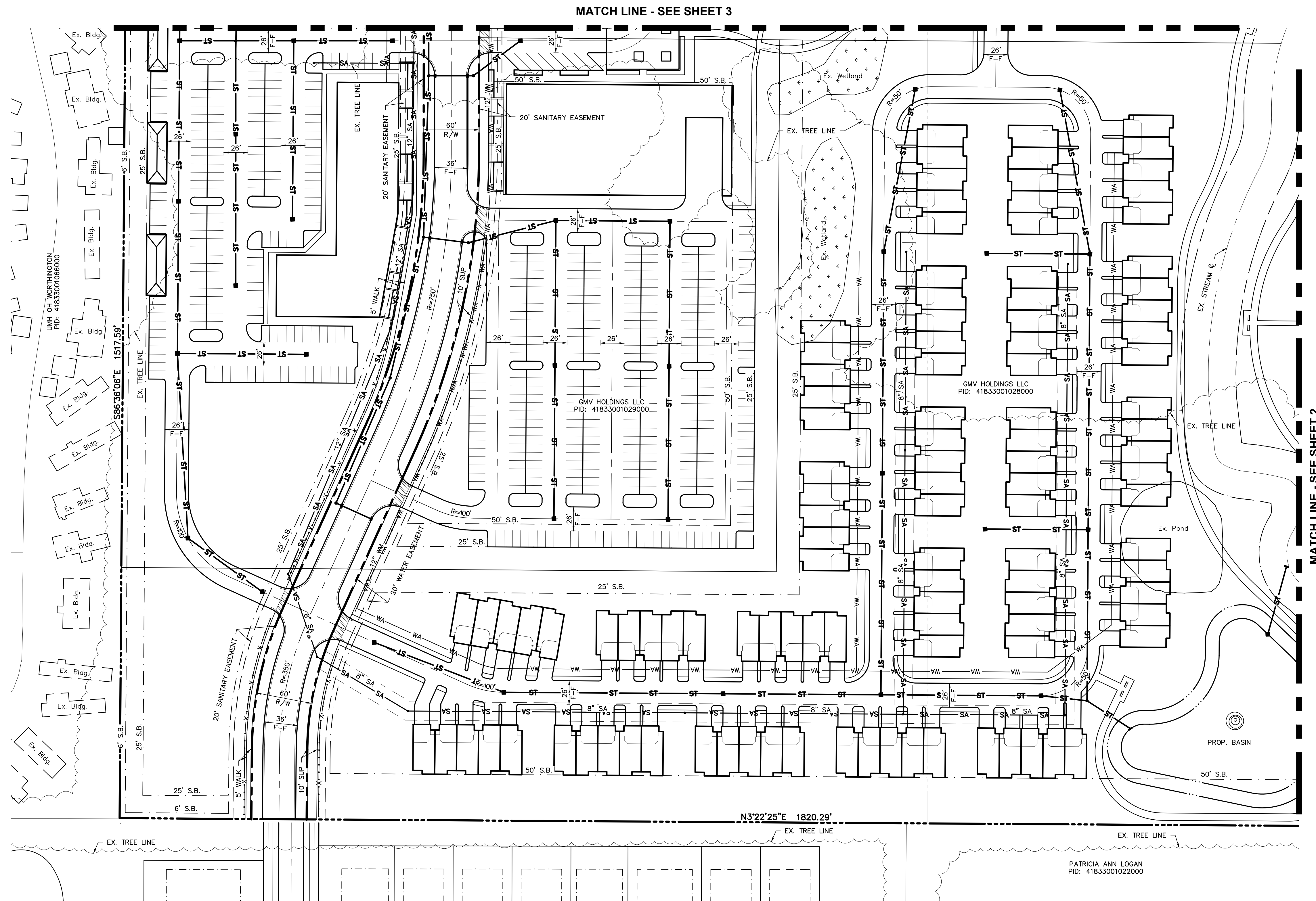
PROPOSED					
8" SA		SANITARY SEWER			
6" SAS		SANITARY SEWER SERVICE			
CATCH BASIN	12" ST	STORM SEWER			
8" WM	VALVE	WATER MAIN			
4" WS		WATER SERVICE			
EXISTING					
SA	SA	SA	MANHOLE		SANITARY SEWER
ST	CATCH BASIN	ST	ST	MANHOLE	STORM SEWER
WA	HYDRANT	WA	VALVE		WATER
T					UNDERGROUND TELEPHONE
G	G	G	G		GAS MAIN
E	E				UNDERGROUND ELECTRIC
OHE	OHE				OVERHEAD ELECTRIC
					PUBLIC STREET LIGHT
FIRE DEPARTMENT CONNECTION (FDC)					
FIRE HYDRANT (FH)	 				

NOTE: The utility sizes and locations shown hereon are approximate only and general in nature. Minor relocations and/or changes in sizing during final engineering design are to be expected. Such changes will not affect the serviceability or viability of the project.



SHEET KEY
SCALE: 1"=500'





The diagram illustrates the layout of various utility lines and structures, divided into 'PROPOSED' and 'EXISTING' sections.

PROPOSED:

- 8" SA** (Sanitary Sewer) line.
- 6" SAS** (Sanitary Sewer Service) line.
- CATCH BASIN** and **12" ST** (Storm Sewer) line.
- 8" WM** (Water Main) line with a **VALVE**.
- 4" WS** (Water Service) line.

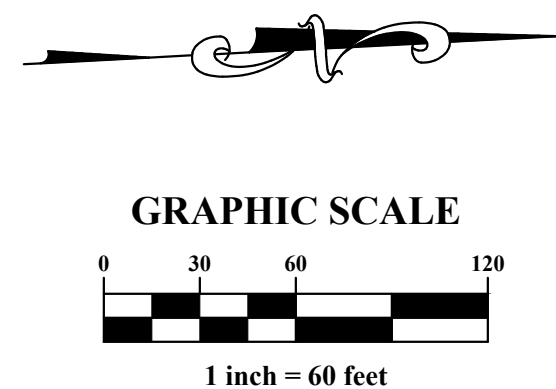
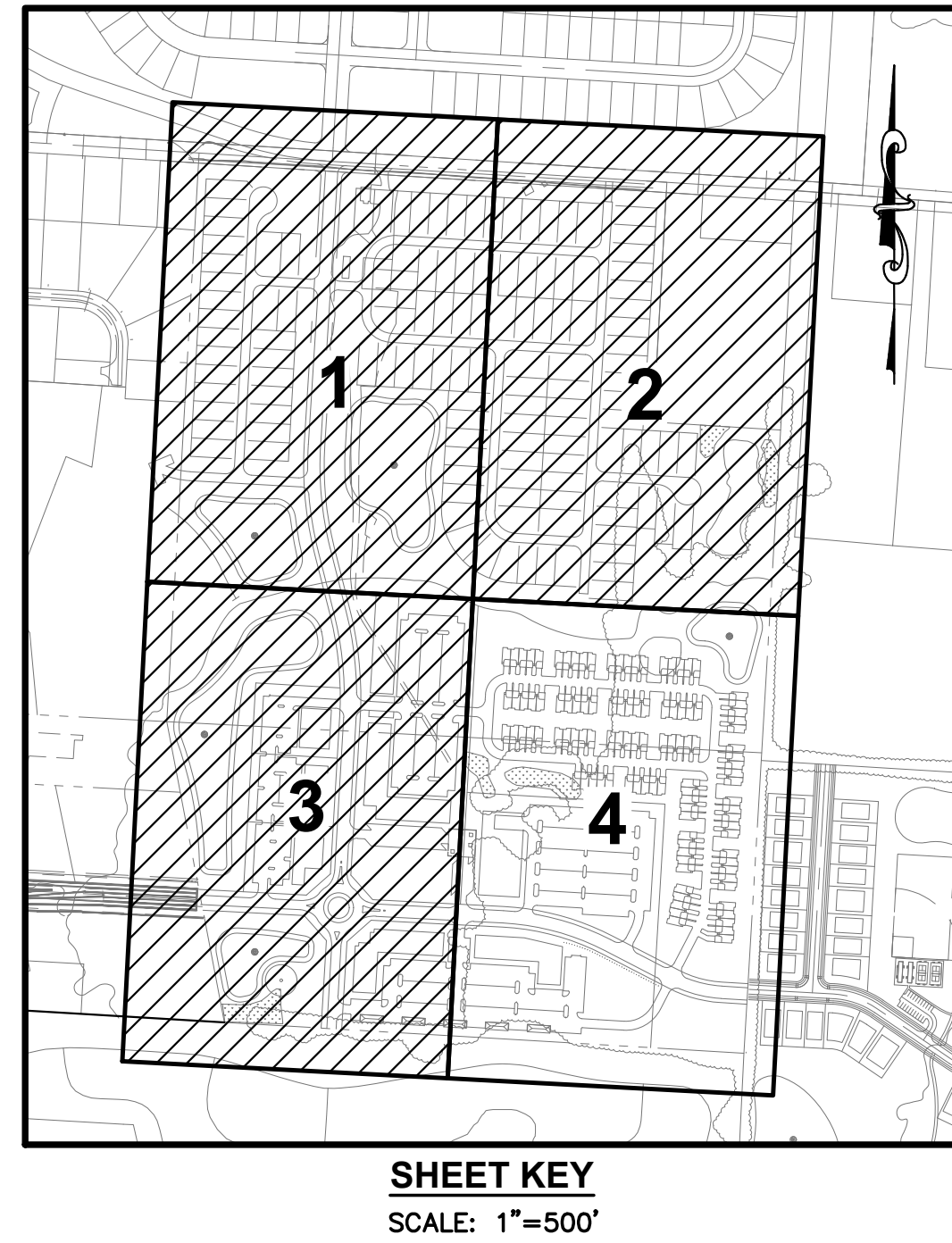
EXISTING:

- SA** (Sanitary Sewer) lines.
- ST** (Storm Sewer) lines.
- WA** (Water) lines.
- T** (Underground Telephone) line.
- G** (Gas Main) lines.
- E** (Underground Electric) lines.
- OHE** (Overhead Electric) lines.
- MANHOLE** and **ST** (Storm Sewer) structures.
- HYDRANT** and **VALVE** structures.

LEGEND:

- SANITARY SEWER**
- SANITARY SEWER SERVICE**
- STORM SEWER**
- WATER MAIN**
- WATER SERVICE**
- UNDERGROUND TELEPHONE**
- GAS MAIN**
- UNDERGROUND ELECTRIC**
- OVERHEAD ELECTRIC**
- PUBLIC STREET LIGHT**
- FIRE HYDRANT (FH)**
- FIRE DEPARTMENT CONNECTION (FDC)**

NOTE: The utility sizes and locations shown hereon are approximate only and general in nature. Minor relocations and/or changes in sizing during final engineering design are to be expected. Such changes will not affect the serviceability or viability of the project.





Delaware County

Regional Sewer District

Director/Sanitary Engineer
Tiffany M. Maag, P.E.

July 31, 2023

Tom M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard, Suite 100
Gahanna, OH 43230

sent via email: oh-intern@advancedcivildesign.com

Re: **Request for Sewer Capacity**
Peachblow Road, Berlin Township
Parcels: 41833001031000, 41833001030000, 41833001029000, 41833001028000

Dear Mr. Warner:

Pursuant to your request dated June 19, 2023, for a sanitary sewer service letter for the aforementioned parcels, we offer the following conditional sanitary sewer availability:

Availability

The Delaware County Sanitary Engineer's Office can confirm that public sanitary sewer is available to serve the above referenced parcels provided that the development obtain sanitary service via the 12" sanitary sewer south of the subject parcel that will be constructed as part of the Greenery project. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed development.

Capacity

Capacity is conditionally available to serve the proposed development. Capacity for the proposed development **is not reserved** until such time that all the requirements for the sewer extension or commercial tap permit have been fulfilled. Sewer capacity is dynamic and subject to decrease pending ongoing development.

If you should have any questions or concerns about this correspondence, please feel free to contact me.

Sincerely,

Kelly Thiel
Staff Engineer III

cc: Correspondence File

EXHIBIT E-2

Officers

PAMALA L. HAWK
President
PERRY K. TUDOR
Vice President
ROBERT W. JENKINS
Secretary
G. MICHAEL DICKEY
Treasurer
GLENN MARZLUF
General Manager/CEO
SHANE CLARK
Deputy General Manager



6658 OLENTANGY RIVER ROAD

DELAWARE, OHIO 43015

www.delcowater.org

Phone (740) 548-7746 • (800) 521-6779

Directors

MARC A. ARMSTRONG

DAVID A. BENDER

DOUGLAS D. DAWSON

TIMOTHY D. MCNAMARA

MICHAEL (NICK) D. SHEETS

June 20, 2023

Mr. Thomas M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230

Via Email: oh-intern@advancedcivildesign.com

RE: Peachblow Road Mixed Residential Commercial Development

Dear Mr. Warner:

Please know that Del-Co Water can provide water service to the site described below upon plan approval and payment of the required fees:

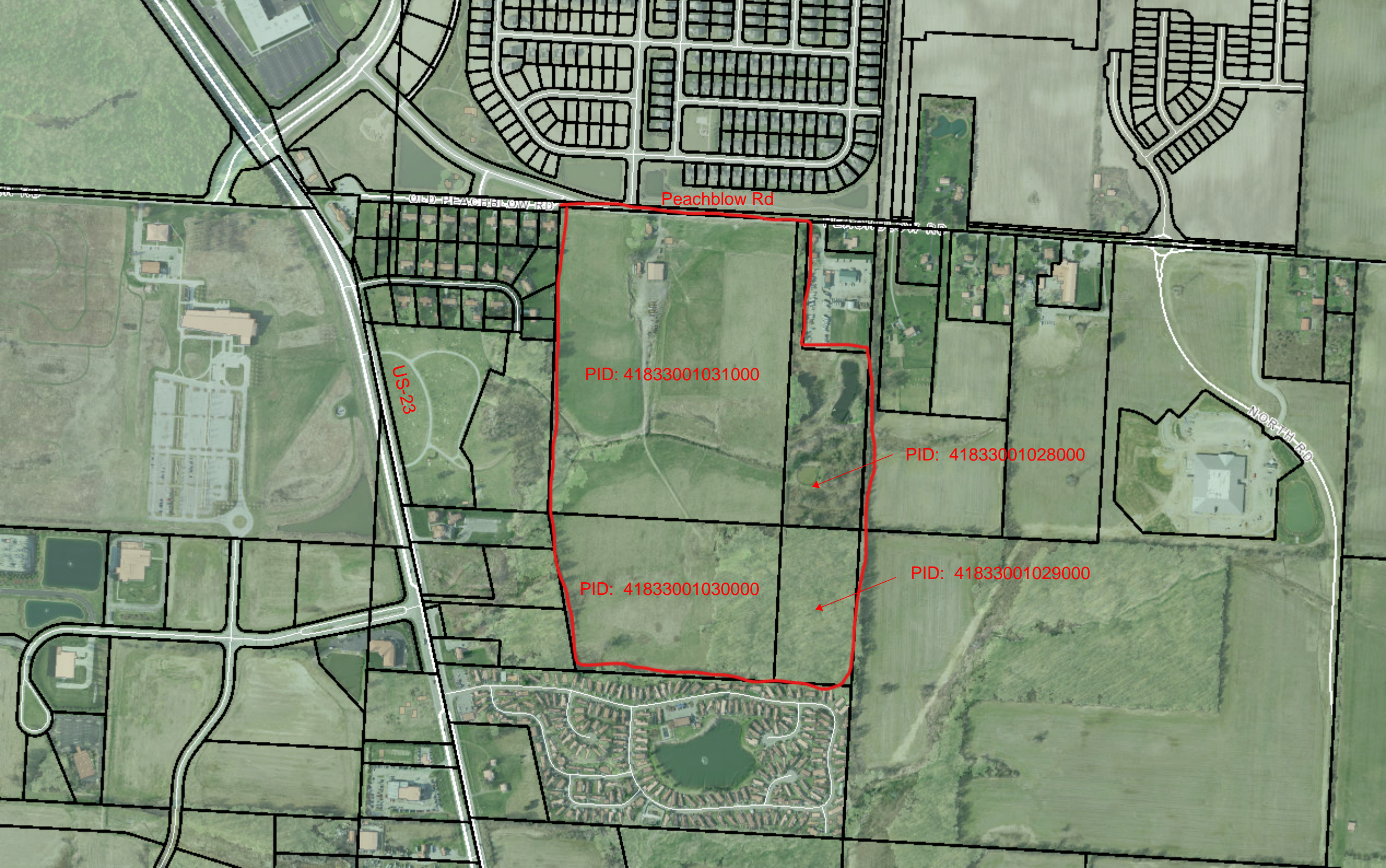
Proposed Land Use: Mixed residential and commercial development
Location: South side of Peachblow Road, $\pm 2,100$ feet east of Columbus Pike (US 23)
Land Size: ± 92.5 acres

This site can be served from an existing 12-inch waterline located on Columbus Pike. The developer will be required to construct an offsite waterline to the proposed development site.

This letter of water availability is valid for a period of one year from the date of this letter. Del-Co makes no guarantee of water availability beyond this period. Contact our Engineering Department if you have any questions on the plan review process, or our Customer Service Department for information on tap fees.

Sincerely,
DEL-CO WATER COMPANY, INC.

Shane F. Clark, P.E.
Deputy General Manager



Peachblow Rd

US-23

PID: 41833001031000

PID: 41833001028000

PID: 41833001030000

PID: 41833001029000

NORTH RD



An **AEP** Company

BOUNDLESS ENERGYSM

AEP Ohio
700 Morrison Rd
Gahanna, OH 43230
AEPOhio.com

6/30/2023

Thomas M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard
Gahanna, Ohio 43230

RE: AVAILABILITY OF ELECTRICAL SERVICE

P.I.D. 41833001031000, 41833001030000, 41833001028000, 41833001029000

To Whom It May Concern:

This letter will confirm that American Electric Power has electric service facilities adjacent to your new project. These facilities will be made available to serve your project with some Contribution-In-Aid-To-Construction charged to the project developer.

Our records indicate your project; a residential and commercial development on 92± acres, is located east of Columbus Pike and south of Peachblow Rd, in Berlin Township, Delaware County, Ohio.

American Electric Power anticipates providing your new project the best possible service. I look forward to working with you and remain available to coordinate your project needs. Please contact me to discuss any questions you may have or other assistance you may require.

Sincerely,

Erik Schaas
Customer Design Supervisor

From: Schwarz \ Todd \ Patrick <TSchwarz@nisource.com>
Sent: Monday, June 19, 2023 3:44 PM
To: OH-Intern
Subject: FW: Utility Serviceability Letter requested- Peachblow Rd Site
Attachments: [Site Location.pdf](#); [Sample Utility Serviceability Letter.docx](#); [GIS Peachblow Rd.PNG](#)

We no longer send out serviceability letters. I have attached our gas map showing our mainlines in green.

When final plans have been submitted, I can work with my engineering team on design and to see if any up front cost needs paid by customer. The mainline would need extended into the development. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

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

Todd Schwarz
Development Manager
Columbia Gas of Ohio
614-506-7023

From: OH-Intern <OH-Intern@advancedcivildesign.com>
Sent: Monday, June 19, 2023 1:01 PM
To: Williams \ Brandi \ Nicole <brandiwilliams@nisource.com>
Subject: Utility Serviceability Letter requested- Peachblow Rd Site

USE CAUTION: This email was sent from an external source. Think before you click links or open attachments. If suspicious, please forward to security@nisource.com for review.

Good morning,

Our design team is working on rezoning efforts for a mixture of residential and commercial development on ±92 acres in the Berlin Township, Delaware County. On behalf of our client, we would like to request a signed "Utility Serviceability" letter from your agency detailing the availability and the proximity of gas service to the prospective site.

Please find attached a vicinity map showing the project location south of Peachblow Road and east of US-23.

We request the following information:

- Service availability
- Infrastructure location(s), in map form if possible
- Charges or fees related to service connections

- Submittal/application requirements to obtain services
- Timelines to design proposed service to our site (if applicable)

A sample Utility Serviceability Letter is attached for your reference. The letter should be addressed to:

Thomas M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230

Please send the letter and supplemental information by email to oh-intern@advancedcivildesign.com by June 26th, 2023, if possible. If you should have any questions, please feel free to contact me at 614-944-5097.

Thank you for your time and consideration.

Best,

Ashley Hockstok

Advanced Civil Design, Inc.

781 Science Boulevard, Suite 100
Gahanna, OH 43230

ph 614.428.7750

fax 614.428.7755

dir 614.944.5097

<https://link.edgepilot.com/s/6560f0cb/496o8AH4z0iOhKmXI1863g?u=http://www.advancedcivildesign.com/>

SUBURBAN NATURAL GAS COMPANY

ESTABLISHED 1882

211 FRONT STREET, P.O. BOX 130
CYGNET, OHIO 43413-0130

(419) 655-2345
FAX: (419) 655-2274

2626 LEWIS CENTER ROAD
LEWIS CENTER, OHIO 43035-9206

(740) 548-2450
FAX: (740) 549-4939

June 20, 2023

Thomas M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
VIA EMAIL: oh-intern@advancedcivildesign.com

RE: Peachblow Road Site

Dear Mr. Warner:

In response to your request for natural gas service availability to the approximately 92 acres located south of Peachblow Road, east of US-23, Berlin Township, Delaware County, Ohio, Suburban Natural Gas Company does have natural gas service available to the above described location.

As always, natural gas service to the area as well as any other served or to be served by Suburban Natural Gas Company is subject to the terms and conditions of our PUCO tariff.

We look forward to working with you on the proposed project. If you have any questions, feel free to contact me directly.

Cordially,



Aaron Roll
Vice President
System Development

AR/hc

cc: D. Joseph Pemberton



Berlin Township Fire Department
Fire Prevention Bureau
2708 Lackey Old State Road
Delaware, Ohio 43015
(740) 548-6031

Fire Chief AJ Miller
Lt. Craig A. Hall, Fire Prevention

June 20, 2023

Thomas M. Warner
Advanced Civil Design, Inc.
781 Science Boulevard
Gahanna, Oh. 43230

Dear Mr. Warner,

I am writing in response to your request regarding the proposed land use development known as PID 41833001031000, 41833001030000, 41833001028000 & 4183300102900

Berlin Township Fire Department does provide fire protection to the above referenced parcels located within Berlin Township.

It has been determined that service is available for a mixture of residential and commercial development on 92.5 acres on the above referenced parcels

We appreciate the opportunity to work with you in the future and thank you for your interest in Berlin Township. If you further questions or concerns please do not hesitate to call or visit our 2708 Lackey Old State location.

Respectfully,

Lt. Craig A. Hall, CFSI
chall@berlintwp.us



**MOU Comments– 1st submittal
Peachblow Mixed Use Development
Issued 9/5/2023**

TO: Mark Mann, PE, Advanced Civil Design, MMann@advancedcivildesign.com
Mike Love, PE, PTOE, Delaware County Engineer's Office, mlove@co.delaware.oh.us
Jessica Ormeroid, PE, PTOE, ODOT District 6, Jessica.Ormeroid@dot.ohio.gov

<<sent via email>>

The comments included herein are not intended to be all-inclusive. Please review all comments and revise all required documents accordingly. It is the responsibility of the design engineer to revise the study accordingly and address each comment in a comment response letter.

1ST SUBMISSION RECEIVED 8/28/23 FROM DCEO MIKE LOVE (MOU DATED 8/24/2023)

1. Agree with study intersections identified.
2. Agree with 20-year forecasting.
3. Trip generation to include estimates from undeveloped properties north of Peachblow, per city zoning, and including the porty on the southeast corner of Glenn Parkway and 23 (which will have access only from Peachblow Rd).
4. Analysis should consider impacts to 23 and Glenn Parkway if 23 Connect project eliminates SBLT to proposed new public road access point.

August 24, 2023

To: Michael Love, PE PTOE (Delaware County)

Subject: Peachblow Mixed Use Development – Traffic Impact Study
Memorandum of Understanding

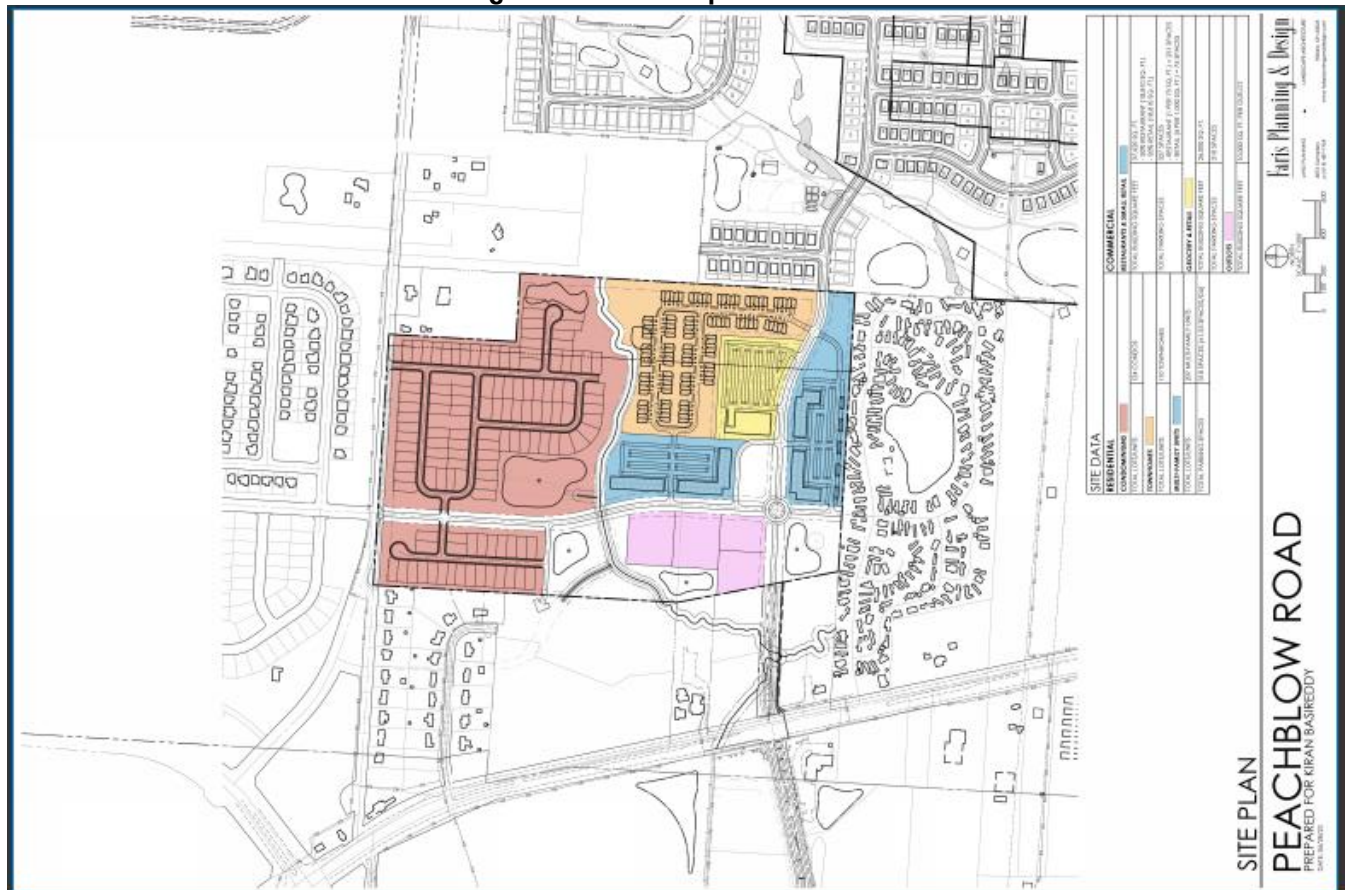
All,

We submit this Memorandum of Understanding (MOU) to document the scope of the above captioned traffic study as discussed in a meeting with the staff of Delaware County and ODOT District 6 on August 3, 2023..

Proposed Development & Access Plan

Figure 1 shows the development concept for site layout and access points. Proposed access includes one full movement access point on Peachblow Road and one Left-in/Right-in/Right-out access on US 23 from the site.

Figure 1: Site Concept Plan



Site Design for 2025 Opening Year and 2035 and 2045 Design Year

- 207 multi-family units
- 234 Condo/ Townhome units
- 26,000 square feet – Grocery/ Retail

Delaware County, Ohio
Peachblow Mixed Use Development MOU

- 38,000 square feet – Restaurant/ Small Retail
- 40,000 square feet – Outlots (4)

Study Area

The Study Area of this TIS is limited to the following intersections:

1. US 23 & Site Access 1/ Greif Parkway (LiRiRo, ODOT)
2. US 23 & Glenn Parkway (ODOT)
3. Glenn Parkway & Peachblow Road (City of Delaware)
4. Peachblow Road & Site Access 2 (City of Delaware and Delaware County)
5. Site N/S roadway & Site E/W roadway - Roundabout (Delaware County)
6. Peachblow Road & Site Access 3 (DCEO) **Emergency access?**

this access will line up with
Crownover Way and will
require a WB left turn lane



Data Collection

Traffic data will be collected at the study intersections. Additional data may be provided by ODOT, City of Delaware or the DCEO if intersection counts are available from any of those entities.

Future traffic growth rates will be derived from ODOT studies and/ or from the Mid-Ohio Regional Planning Commission (MORPC) if required.

Trip Generation and Distribution

This study will estimate new trips generated by development according to the data and procedures contained in the Trip Generation Manual, 11th ed. (Institute of Transportation Engineers, 2021). We will use land use code 220 for the Multi-Family portions of the development, LUC 215 for the condo's and townhomes sections and land use codes 850, 932, 822, 848, 843 and 816 for the commercial/ retail portions of the site. The trips generated for the proposed land uses are shown in **Table 1**.

Table 1: Trip Generation

Trip Generation												
Description	Land Use Code (LUC)	Total Trips	Enter	Exit	Pass-By		Primary	Pass-By	Total IN	Primary	Pass-By	Total OUT
Multi-Family Residential - 207 units	220	87	24%	76%	-	AM	21	-	21	66	-	66
		110	63%	37%	-	PM	69	-	69	41	-	41
Condo/ Townhome Residential - 234 units	215	115	25%	75%	-	AM	29	-	29	86	-	86
		135	59%	41%	-	PM	80	-	80	55	-	55
Grocery - 26k S.F	850	74	59%	41%	-	AM	44	-	44	30	-	30
		233	50%	50%	-	PM	117	-	117	117	-	117
Restuarant - 19k S.F	932	77	55%	45%	-	AM	42	-	42	35	-	35
		72	61%	39%	-	PM	44	-	44	28	-	28
Retail - 19k S.F	822	45	60%	40%	-	AM	27	-	27	18	-	18
		125	50%	50%	-	PM	63	-	63	63	-	63
Commercial - 40k S.F (4 @ 10k ea.)	822/848/843 /816	104	64%	36%	-	AM	67	-	67	37	-	37
		192	50%	50%	-	PM	96	-	96	96	-	96

Traffic Assignment and Volume Balancing

This study developed AM and PM peak hour volumes for the following scenarios and the attached volume exhibits are submitted for review with this submission:

- 2025 No-Build Site
- 2025 Build Site
- ~~• 2035 No-Build Site~~
- ~~• 2035 Build Site~~
- 2045 No-Build Site
- 2045 Build Site

The attached volume exhibits will increase counts to design year No-Build conditions based on calculated growth rates.

Traffic Analyses

Intersection Capacity Analyses

Advanced Civil Design will use Synchro (v.11) and HCS software to evaluate intersection capacity at Study Area intersections that are under the control of the City of Delaware and DCEO. We will use HCS for intersections under the control of the ODOT. SIDRA will be used to provide the analysis for any roundabouts in the study area.

ODOT, City of Delaware and DCEO performance criteria for the overall intersection Level of Service (LOS) is LOS D with individual movements also at LOS D or better. If improvements required to meet traditional agency performance criteria are not practical, this study will consider alternate goals such as restoring pre-development performance and/or mitigating queues where background conditions are severely deficient. Agency concurrence is required in the event that alternate criteria are used as the basis for study recommendations.

Turn Lane Warrant Analysis

We will analyze right turn lane warrants at proposed site access points for the locations controlled by DCEO. Left turn lane warrants are generally not applicable because DCEO requires left turn lane additions to the street being accessed when 10 or more left turn movements are made in the peak hour.

We will analyze left and right turn lane warrants at proposed site access points and intersections for the locations controlled by ODOT D6 and City of Delaware.

We will evaluate the length of existing and proposed Study Area turn lanes impacted by site generated traffic. We will prepare our turn lane analysis in accordance with the Location and Design Manual § 401 (Ohio Department of Transportation).

We will determine lane length based on the maximum volume for the design year Build condition for either AM or PM peak conditions considering both L&D methodology.

Signal Warrant Analysis

If signalization is considered to meet performance criteria at a location that is not currently signalized, we will evaluate traffic signal warrants. Traffic signal warrant evaluation will use thresholds established by the Ohio Manual of Uniform Traffic Control Devices §4C (Ohio Department of Transportation).

This study is limited to analysis of Warrants 1, 2 and 3. We will remove a portion of minor street right turns in accordance with the Traffic Engineering Manual §402-5 (Ohio Department of Transportation). We will consider roundabouts as an alternative to signalization where applicable.

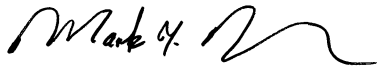
Provide ADTs on any public internal streets
Will need analysis documenting single lane roundabout will work

Traffic Impact Study Report

A report including applicable figures and tables will be prepared to summarize study methodologies, analysis, findings and recommendations. We will provide the report to ODOT, City of Delaware and DCEO for review.

Please signify your concurrence with the scope of services outlined herein by signing below and returning this Memorandum of Understanding to me. Please feel free to contact me by email at mmann@advancecivildesign.com or by calling me at (614) 944-5035.

Sincerely,



Mark I. Mann, PE
Director - Transportation Services

ACCEPTANCE AND APPROVAL OF MEMORANDUM OF UNDERSTANDING

By: _____
For City of Delaware

By: _____
For Delaware County Engineer's Office

By: _____
For ODOT District 6



November 17, 2023

To whom it may concern,

The partners of Peachblow Road Ltd have requested that we provide this qualification letter. Based on the financial information we have, Peachblow Road Ltd and its partners are qualified real estate investors and valued clients of Buckeye State Bank. We provided the financing for the purchase of the subject land on Peachblow Road.

Please be aware that this letter is not a commitment to lend or a loan approval. Any approval is subject to complete due diligence.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Kovach', written over a horizontal line.

Gary Kovach
Vice President
Manager – Commercial Lending
614-796-4745

EXHIBIT F-1

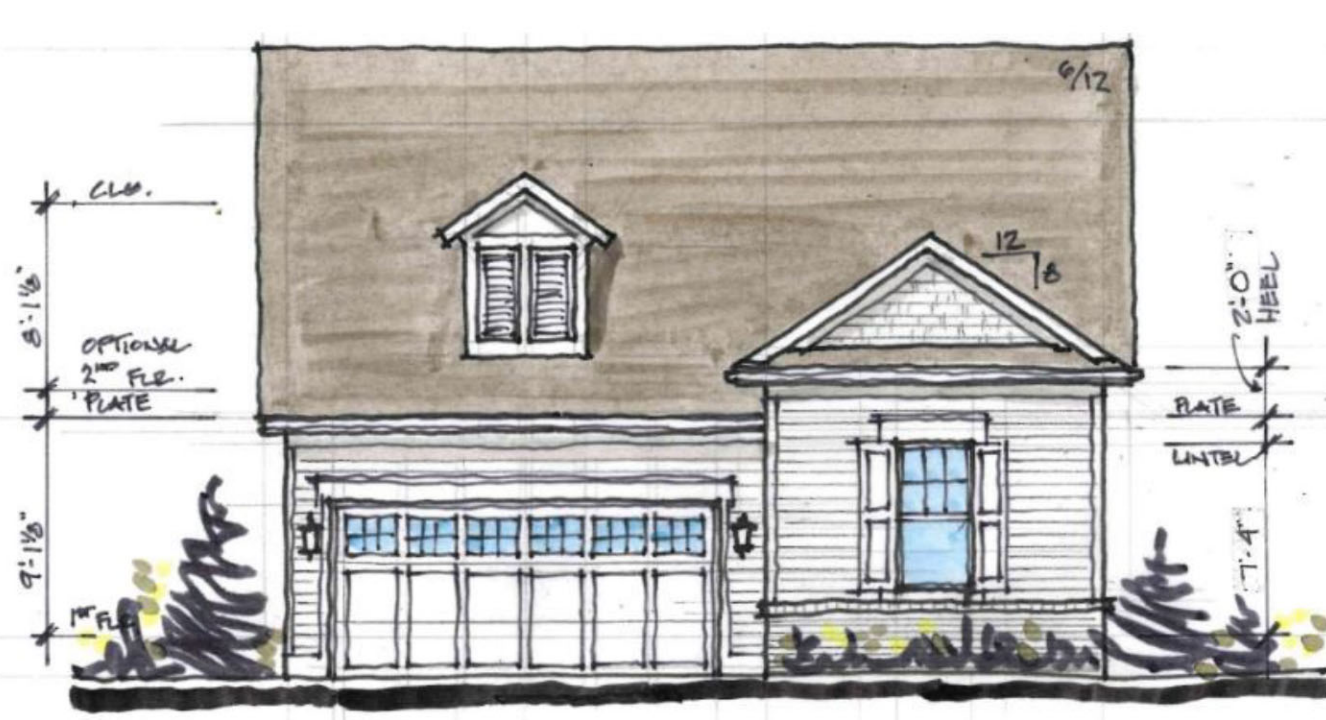
Main Office
9494 Wedgewood Boulevard
Powell, Ohio 43065

(614) 796-4747
Toll Free: (844) 225.9265
www.JoinBSB.com





Elevation - A
Scale: 1/8"=1'-0"
(Scalable at 11"x17" Sheet Size)



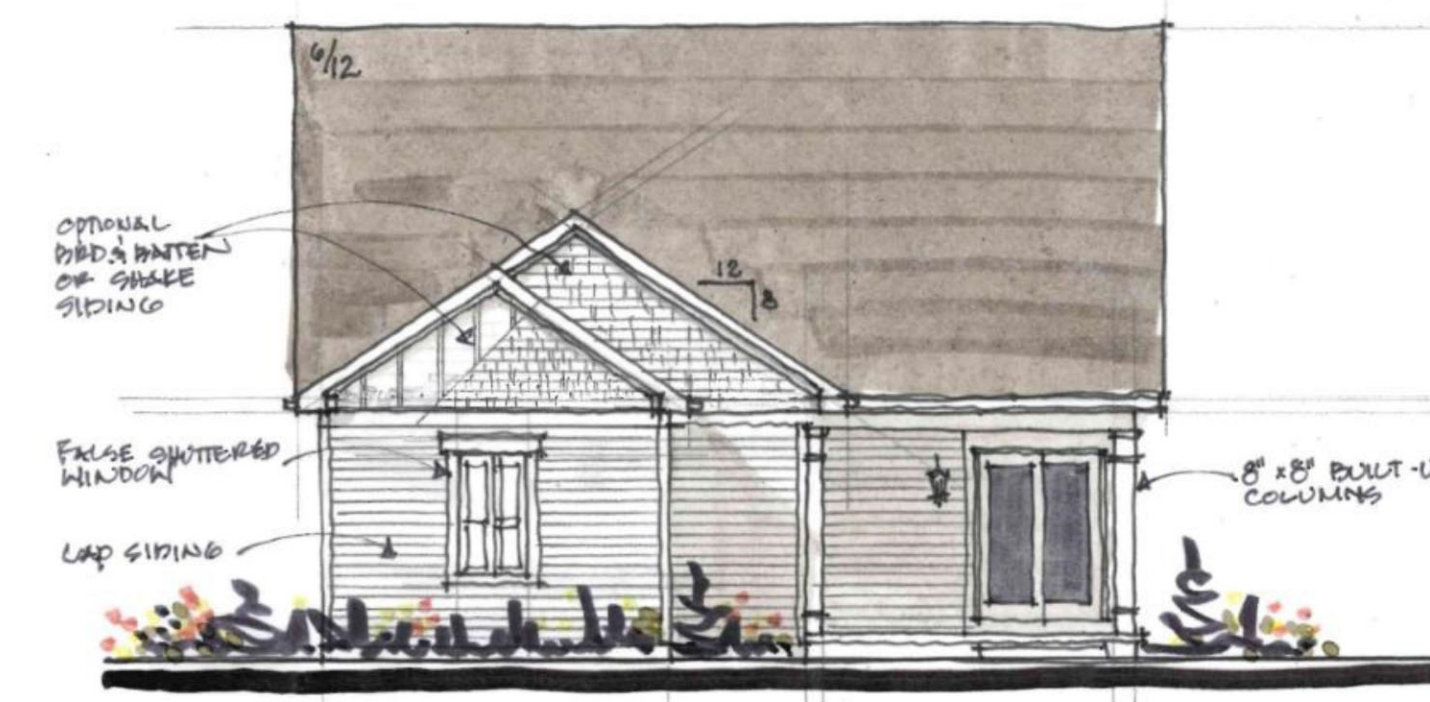
Elevation - B
Scale: 1/8"=1'-0"



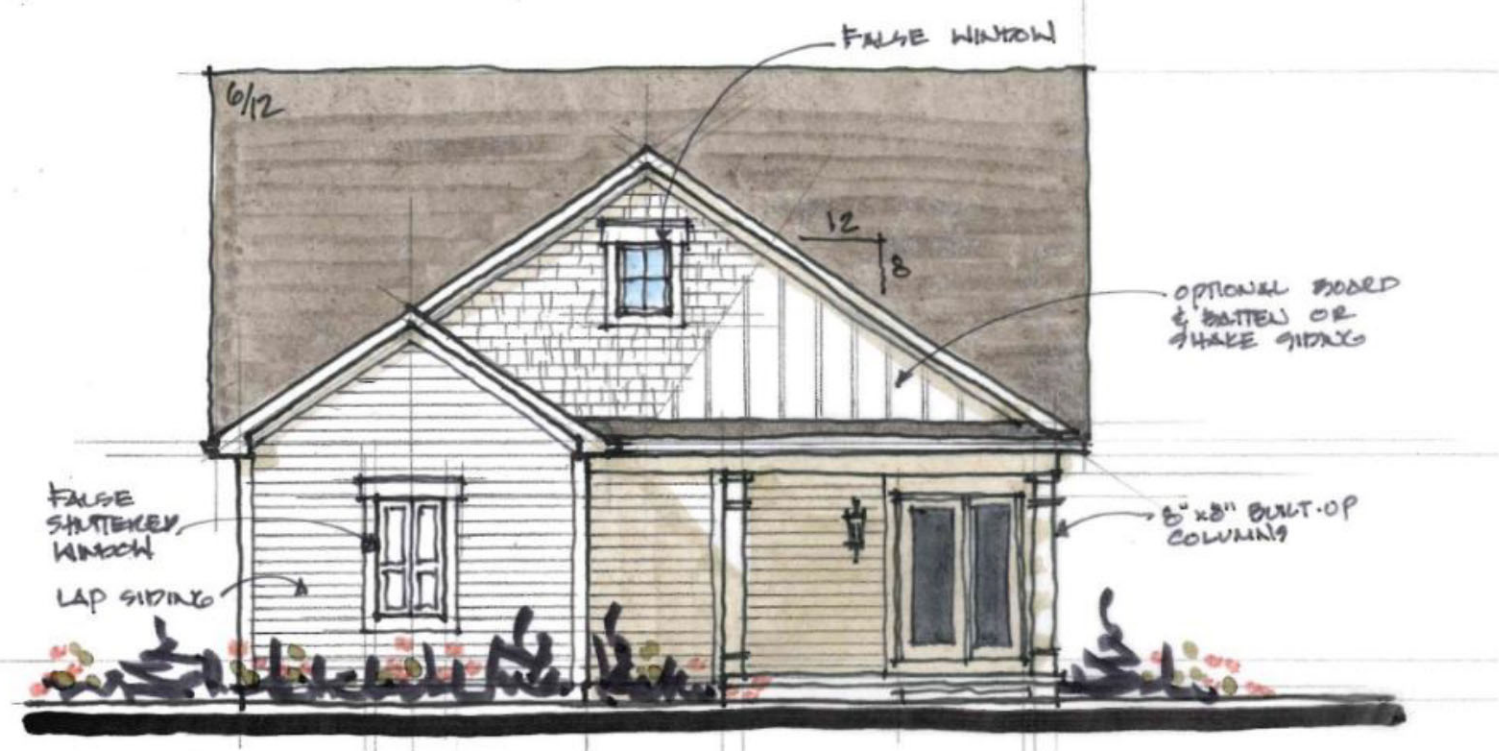
Elevation - C
Scale: 1/8"=1'-0"



Rear Elevation—Standard
Scale: 1/8"=1'-0"



Option A



Option B

Rear Elevations - Enhanced
Scale: 1/8"=1'-0"

1500 MODEL



Elevation - A
Scale: 1/8"=1'-0"



Elevation - B
Scale: 1/8"=1'-0"



Elevation - C
Scale: 1/8"=1'-0"

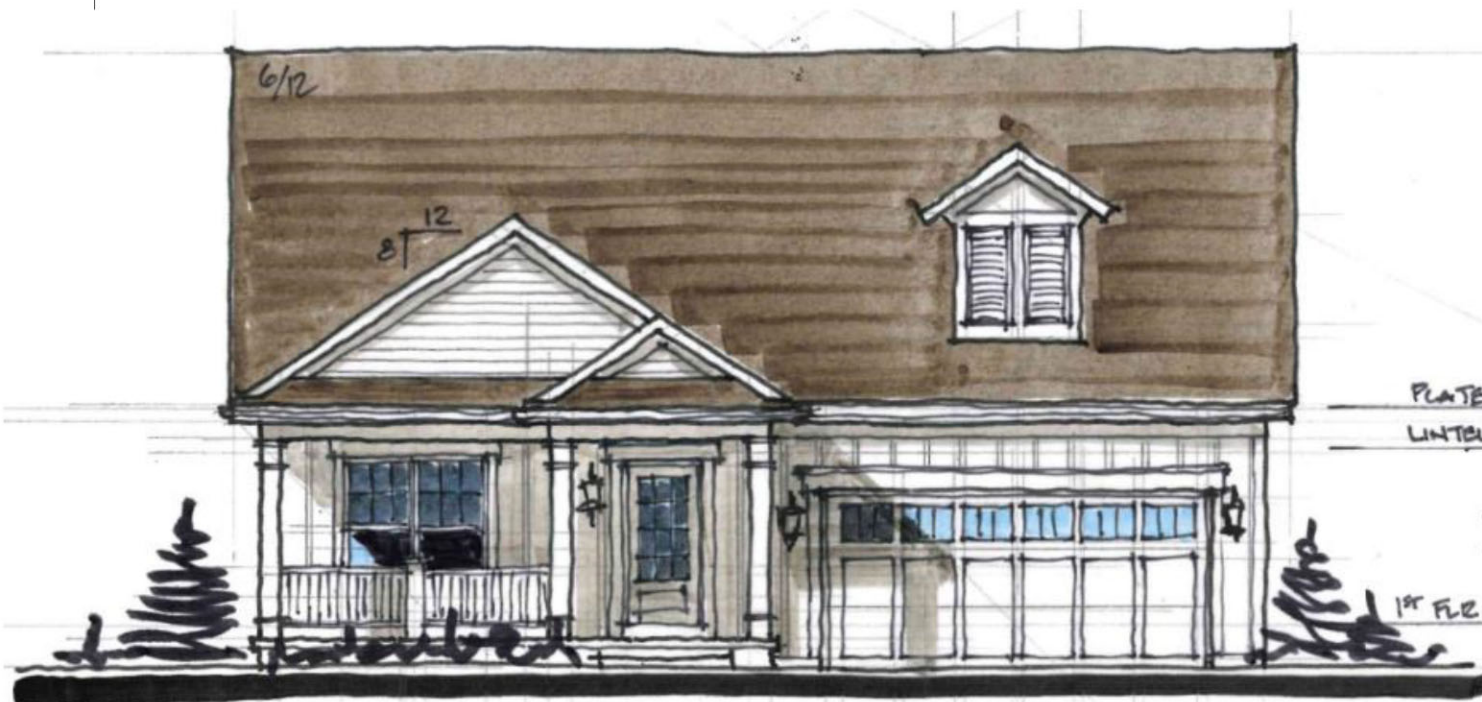


Rear Elevation
Scale: 1/8"=1'-0"



Rear Elevation - Enhanced
Scale: 1/8"=1'-0"

1800 MODEL



Elevation - A
Scale: 1/8"=1'-0"



Elevation - B
Scale: 1/8"=1'-0"



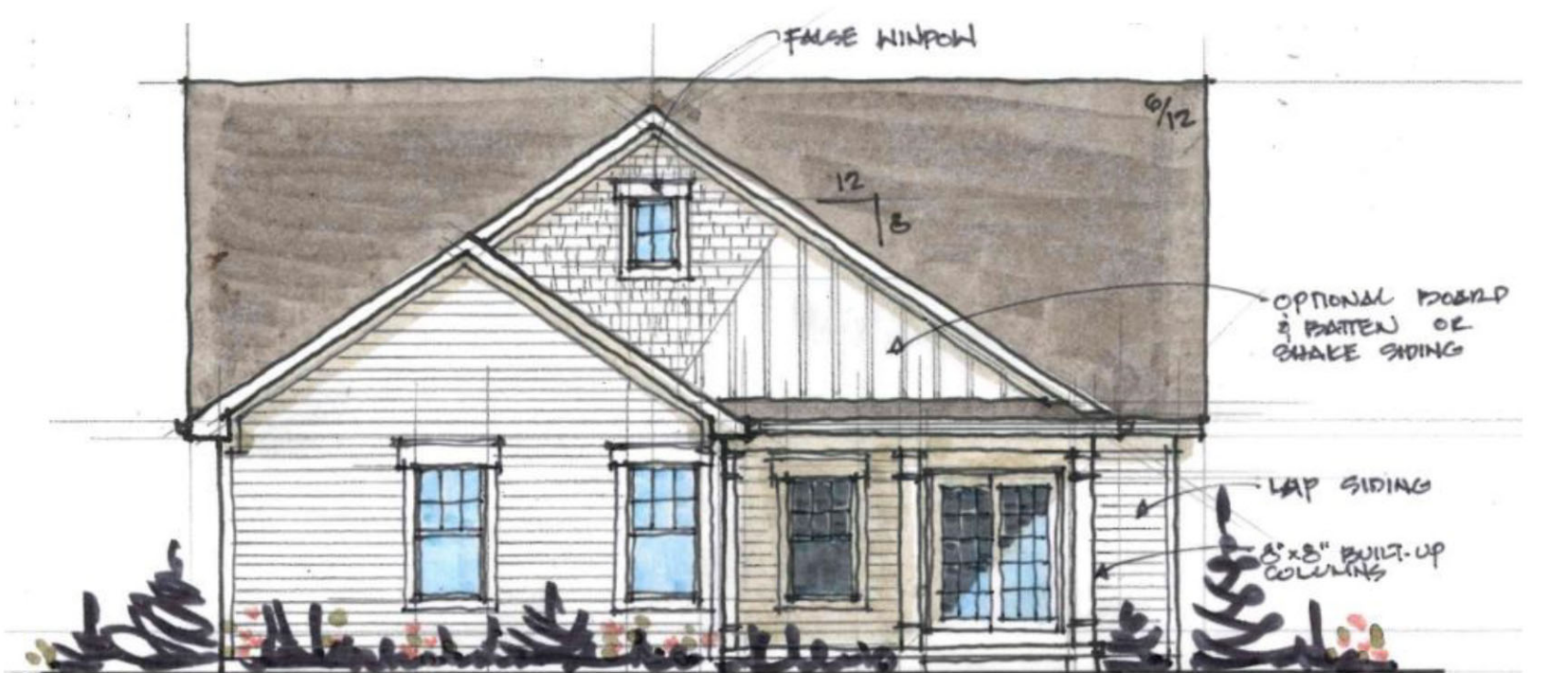
Elevation - C
Scale: 1/8"=1'-0"



Rear Elevation
Scale: 1/8"=1'-0"



Option A



Option B

Rear Elevations - Enhanced
Scale: 1/8"=1'-0"

2200 MODEL



TABLE 301.7
ALLOWABLE DEFLECTION OF STRUCTURAL MEMBERS^{a, b, c, d, e}

STRUCTURAL MEMBER	ALLOWABLE DEFLECTION
Rafters having slopes greater than 3:12 with no finished ceiling attached to rafters	L/180
Interior walls and partitions	H/180
Floors and plastered ceilings	L/360
All other structural members	L/240
Exterior walls with plaster or stucco finish	H/360
Exterior walls—wind loads ^a with brittle finishes	H/240
Exterior walls—wind loads ^a with flexible finishes	L/120 ^d
Lintels supporting masonry veneer walls ^e	L/600

Note: L = span length, H = span height.

- The wind load shall be permitted to be taken as 0.7 times the Component and Cladding loads for the purpose of the determining deflection limits herein.
- For cantilever members, L shall be taken as twice the length of the cantilever.
- For aluminum structural members or panels used in roofs or walls of sunroom additions or patio covers, not supporting edge of glass or sandwich panels, the total load deflection shall not exceed L/60. For continuous aluminum structural members supporting edge of glass, the total load deflection shall not exceed L/175 for each glass lite or L/60 for the entire length of the member, whichever is more stringent. For sandwich panels used in roofs or walls of sunroom additions or patio covers, the total load deflection shall not exceed L/120.
- Deflection for exterior walls with interior gypsum board finish shall be limited to an allowable deflection of H/180.
- Refer to Section 703.7.2.

SECTION 302

FIRE-RESISTANT CONSTRUCTION

302.1 Exterior walls. Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table 302.1.

Exceptions:

- Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.
- Walls of dwellings and accessory structures located on the same lot.

- Detached tool sheds and storage sheds, playhouses and similar structures exempted from *approval* by Section 102.10 are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over the lot line.
- Detached garages accessory to a dwelling located within 2 feet (610 mm) of a lot line are permitted to have roof eave projections not exceeding 4 inches (102 mm).
- Foundation vents installed in compliance with this code are permitted.
- Detached garages accessory to a dwelling with an exterior wall located greater than or equal to 3 feet from a lot line.

Where referenced in this code, an unoccupied space on an adjoining property may be included in the required fire separation distance, provided that the adjoining property is dedicated or deeded so as to preclude, for the life of the structure, the erection of any building or structure on such space (see Section 3781.02 of the Revised Code).

302.2 Residential structures with more than two dwelling units.

In structures with more than two dwelling units, each grouping of two dwelling units shall be separated from an adjacent dwelling unit or an adjacent grouping of two dwelling units by two wall assemblies, each having a fire resistance rating of one hour when tested in accordance with ASTM E 119 or UL 263 and/or a floor ceiling assembly having a fire resistance rating of two hours when tested in accordance with ASTM E 119 or UL 263.

Alternatively, each grouping of two dwelling units shall be separated from an adjacent dwelling unit or an adjacent grouping of two dwelling units by a common wall assembly having a fire resistance rating of not less than two hours when tested in accordance with ASTM E 119 or UL 263 and/or a floor ceiling assembly having a fire resistance rating of two hours when tested in accordance with ASTM E 119 or UL 263. This option is only permissible if the common wall does not contain plumbing or mechanical equipment, ducts or vents in

TABLE R302.1
EXTERIOR WALLS

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour-tested in accordance with ASTM E 119 or UL 263 with exposure from both sides	< 5 feet
	(Not fire-resistance rated)	0 hours	≥ 5 feet
Projections	(Fire-resistance rated)	1 hour on the underside	≥ 2 feet to 5 feet
	(Not fire-resistance rated)	0 hours	5 feet
Openings in walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	3 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section 302.4	< 5 feet
		None required	5 feet

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

the cavity of the common wall. The common wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Penetrations of electrical outlet boxes shall be in accordance with Section 302.4.

Additionally, within any grouping of two dwelling units, separated as indicated above, the individual dwelling units shall be separated vertically and horizontally from adjacent dwelling units by wall and/or floor assemblies having a fire resistance rating of not less than one hour when tested in accordance with ASTM E 119 or UL 263.

When assemblies are required to be fire-resistance-rated, the supporting construction of such assemblies shall have an equal or greater fire-resistive rating.

302.2.1 Continuity. The fire-resistance-rated wall or assembly separating townhouses shall be continuous from the foundation to the underside of the roof sheathing, deck or slab. The fire-resistance rating shall extend the full length of the wall or assembly, including wall extensions through and separating attached enclosed accessory structures.

302.2.2 Parapets. Parapets constructed in accordance with Section 302.2.3 shall be constructed for townhouses as an extension of exterior walls or common walls in accordance with the following:

1. Where roof surfaces adjacent to the wall or walls are at the same elevation, the parapet shall extend not less than 30 inches (762 mm) above the roof surfaces.
2. Where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is not more than 30 inches (762 mm) above the lower roof, the parapet shall extend not less than 30 inches (762 mm) above the lower roof surface.

Exception: A parapet is not required in the two cases above when the roof is covered with a minimum class C roof covering, and the roof decking or sheathing is of noncombustible materials or approved fire-retardant-treated wood for a distance of 4 feet (1219 mm) on each side of the wall or walls, or one layer of $\frac{5}{8}$ -inch (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing, supported by a minimum of nominal 2-inch (51 mm) ledgers attached to the sides of the roof framing members, for a minimum distance of 4 feet (1219 mm) on each side of the wall or walls.

3. A parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches (762 mm) above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall have not less than a 1-hour fire-resistance rating. The wall shall be rated for exposure from both sides.

302.2.3 Parapet construction. Parapets shall have the same fire-resistance rating as that required for the supporting wall

or walls. On any side adjacent to a roof surface, the parapet shall have noncombustible faces for the uppermost 18 inches (457 mm), to include counterflashing and coping materials. Where the roof slopes toward a parapet at slopes greater than 2 units vertical in 12 units horizontal (16.7-percent slope), the parapet shall extend to the same height as any portion of the roof within a distance of 3 feet (914 mm), but in no case shall the height be less than 30 inches (762 mm).

302.2.4 Structural independence. Each individual dwelling unit shall be structurally independent.

Exceptions:

1. Foundations supporting exterior walls or common walls.
2. Structural roof and wall sheathing from each unit may fasten to the common wall framing.
3. Nonstructural wall and roof coverings.
4. Flashing at termination of roof covering over common wall.
5. *Dwelling units* separated by a common 2-hour fire-resistance-rated wall as provided in Section 302.2.
6. *Dwelling units stacked vertically.*

302.3 Two-family dwellings. Dwelling units in two-family dwellings shall be separated from each other by wall and/or floor assemblies having not less than a 1-hour fire-resistance rating when tested in accordance with ASTM E 119 or UL 263. Fire-resistance-rated floor-ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

Exceptions:

1. A fire-resistance rating of $\frac{1}{2}$ hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13.
2. Wall assemblies need not extend through attic spaces when the ceiling is protected by not less than $\frac{5}{8}$ -inch (15.9 mm) Type X gypsum board and an attic draft stop constructed as specified in Section 302.12.1 is provided above and along the wall assembly separating the dwellings. The structural framing supporting the ceiling shall also be protected by not less than $\frac{1}{2}$ -inch (12.7 mm) gypsum board or equivalent.

302.3.1 Supporting construction. When floor assemblies are required to be fire-resistance rated by Section 302.3, the supporting construction of such assemblies shall have an equal or greater fire-resistance rating.

302.4 Dwelling unit rated penetrations. Penetrations of wall or floor/ceiling assemblies required to be fire-resistance rated in accordance with Section 302.2 or 302.3 shall be protected in accordance with this section.

INFORMATION ONLY

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

FOR

THE DEVELOPMENT

**(A Planned Community Under
Chapter 5312 of the Ohio Revised Code)**

Cross-Reference: Official Record Volume ___, Pages _____ (Plat Cabinet ___, Slides __)

This instrument was prepared by:

Calvin T. Johnson, Jr.
Brosius, Johnson & Griggs, LLC
Attorneys at Law
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

INDEX

<u>ITEM</u>	<u>PAGE</u>
Article I. APPLICABILITY	2
Article II. DEFINITIONS	3
Article III. GOALS	8
Article IV. USE RESTRICTIONS	8
A. Use of Residential Lots.....	8
B. Use of Common Elements	9
C. Hazardous Actions or Materials	9
D. Signs	9
E. Animals.....	10
F. Nuisances	10
G. Business	10
H. Storage	11
I. Hotel/Transient Uses; Leases	11
J. Vehicles	11
K. Trash	12
L. Antennae.....	12
M. Utility Lines	13
N. Tanks	13
O. Fencing	13
P. Swimming Pools.....	13
Q. Compliance with Zoning Requirements	13
R. Miscellaneous.	14
Article V. ARCHITECTURAL STANDARDS	14
A. Design Review Committee	14
B. Modifications	14
C. Variances	15
D. Improvements by Declarant.....	15
E. Liability Relating to Approvals	15

Article VI.	EASEMENTS AND LICENSES.....	16
A.	Easement of Access and Enjoyment Over Common Elements.....	16
B.	Courtyard Easements.....	16
C.	Right of Entry for Repair.....	17
D.	Easement to the Association for Maintenance	17
E.	Easement to Lot Owners for Repair and Maintenance.....	17
F.	Easement of Access over Sidewalks	17
G.	Easement for Utilities and Other Purposes.....	18
H.	Easement for Services.	18
I.	Reservation of Special Easements.....	18
J.	General.....	18
Article VII.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	19
A.	Mandatory Membership	19
B.	Governance.....	19
C.	Powers; Authorities; Duties.....	20
Article VIII.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	20
A.	Common Elements	20
B.	Personal Property and Real Property for Common Use.....	21
C.	Cost-Sharing Agreements.....	21
D.	Rules and Regulations	21
E.	Implied Rights	22
F.	Managing Agent	22
G.	Insurance.....	22
1.	Fire and Extended (Special Form) Coverage.....	22
2.	Liability Coverage.....	23
3.	Directors' and Officers' Liability Insurance.....	23
4.	Other.....	23
5.	Use of Proceeds.....	24
6.	Declarant Coverage.....	24
H.	Condemnation.....	24

I.	Books; Records.....	24
Article IX.	ASSESSMENTS.....	25
A.	Operating Fund.	25
B.	Types of Assessments.....	25
C.	Operating Assessments.....	25
D.	Special Assessments.....	27
E.	Individual Residential Lot Assessments.....	28
F.	Water Assessments	29
G.	Remedies	29
1.	Acceleration	29
2.	Late Charge	29
3.	Application of Payments.....	29
4.	Liability for Unpaid Assessments	30
5.	Liens.....	30
6.	Subordination of Lien	30
7.	Contested Lien	31
8.	Estoppel Certificate.....	31
9.	Vote on Association Matters; Use of Common Elements	31
Article X.	MAINTENANCE	31
A.	Maintenance of Common Elements by Association.....	31
B.	Lawn Mowing and Snow Removal on Residential Lots	32
C.	Landscape Maintenance on Residential Lots	32
D.	Maintenance by Owner.....	33
E.	Right of Association to Repair Lot.....	33
F.	Damage to Common Elements By Owner or Occupant.....	33
Article XI.	MISCELLANEOUS	33
A.	Term.....	33
B.	Enforcement; Waiver.....	34
C.	Amendments	34

1.	Amendments by Declarant	34
2.	Amendments by the Association.....	35
3.	Amendments by the Board.....	35
D.	Declarant’s Rights to Complete Development	36
E.	Declarant’s Rights to Re-plat Declarant’s Property	36
F.	Mortgagee Rights	36
G.	Severability	37
H.	Mutuality.	37
I.	Captions	37
J.	Notices	37
K.	Exhibits	37
L.	Construction.....	38

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B – CODE OF REGULATIONS

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

FOR

THE DEVELOPMENT

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS (the “**Declaration**”) is made as of the ____ day of _____, 2022, by EPCON ____, LLC, an Ohio limited liability company (“**Declarant**”).

A. Declarant is the owner of the real property more fully described in Exhibit A attached to this Declaration and by this reference incorporated herein (the “**Property**” as defined hereinafter).

B. Declarant desires to develop and is developing the Property into a residential subdivision known as The Development (hereinafter the “**Community**”), and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in The Development for the benefit of the present and future Owners of the subdivision Lots and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions, and restrictions set forth herein, which covenants, easements, conditions, and restrictions shall run with the land and be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant’s successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. Located contiguous to or near the Community is property that has been or in the future may be developed as an extension of The Development with subdivision lots for homes and other improvements to be built on them, and additional landscaped, green areas, and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the “**Additional Property**.”

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various properties, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated The Development Homeowners’ Association, Inc. (the “**Association**”), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose

Members are and will be all of the Owners of a Residential Lot or Residential Lots in the Community (as defined in this Declaration), as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Community, Declarant, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be subject to the provisions of Chapter 5312 of the Ohio Revised Code (the “**Planned Community Act**”) and shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, all of which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Community, the Association, and the respective personal representatives, heirs, successors and assigns of each:

Article I. APPLICABILITY

This Declaration shall initially apply to the entire Property as described on the attached Exhibit A. If Declarant owns and/or acquires Additional Property adjacent to or near the Property, intended by Declarant for future development, generally consistent with the development of the Community, Declarant may add said Additional Property to, and declare them to be, subsequent phases of the Community. Upon such addition, Declarant shall have the right, but not the obligation, to subject such property to the terms and conditions of this Declaration. Declarant may subject property to this Declaration without modification, or Declarant may supplement and/or amend this Declaration as it applies to such additional phases of development. As to each development phase of the Community, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Community may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document shall control.

Article II. DEFINITIONS

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

A. “Additional Property” – property that may in the future be subjected to the plan for the Community provided hereby, and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. “Articles” and “Articles of Incorporation” – the Articles of Incorporation when filed with the Secretary of State of Ohio, incorporating The Development Homeowners’ Association, Inc. (the “Association”) as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (“Chapter 1702”).

C. “Assessments” – charges levied by the Association on Residential Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Residential Lot Assessments.

D. “Association” – an association of all of the Owners of Residential Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named The Development Homeowners’ Association, Inc., or similar, and its successors and assigns, which Association is also an “Owners Association” as that term is defined in the Planned Community Act.

E. “Association Governing Documents” – the Association’s Articles of Incorporation, Code of Regulations, and Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats for the Community.

F. “Board” and “Board of Directors” – the Association's board of directors or other management body.

G. “Code of Regulations” and “Code” – the Code of Regulations of the Association (often referred to as “bylaws”) created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

H. “Common Elements” – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the

Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, a clubhouse, if any, stormwater retention and/or detention areas and ponds, bank/cluster mailbox(es), private waterlines, equipment, apparatus and infrastructure serving the Common Elements, the Community as a whole, or more than one Lot, and property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of the Lots and Improvements in the Community. Upon conveyance to the Association, the Common Elements will include, but not be limited to, Lots _____, respectively, as described in Exhibit A and may include additional areas in the future.

I. “Common Expense” – an expense incurred in owning, maintaining, improving or operating the Common Elements; in performing maintenance, repair, and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations, approved plats, recorded easements, or any agreement entered into by the Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

J. “Community” or “The Development” – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

K. “Courtyard Easement” – means an easement located on a Courtyard Lot and benefitting a contiguous Courtyard Lot and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement, and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Lot is an area generally bounded by the side of the Dwelling located on that Courtyard Lot, fences extending to and from the Dwelling on that Courtyard Lot and the Dwelling or another fence on the adjacent contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two contiguous Courtyard Lots all as initially constructed by Declarant and/or shown on a recorded plat of the Community.

L. “Courtyard Lot” – a Lot on which a Courtyard Easement is located or which is benefitted by a Courtyard Easement and includes Lots _____, both inclusive, and Lots _____, both inclusive, as designated on the plat identified on Exhibit A and such other Lots in the Community that are designated by Declarant to be Courtyard Lots. Each Courtyard Lot is also a Lot and a Residential Lot.

M. “Declarant” – Epcon ____, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

N. “Declaration” – this instrument, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

O. “Design Review Committee” – the committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions or alterations to, Improvements in the Community and to review, approve or disapprove the same.

P. “Dwelling” or “Residence” – an Improvement on a Residential Lot intended exclusively for occupancy as a single-family home and purposes customarily incidental thereto.

Q. “Exempt Property” – means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utilized as a residence.

R. “Improvements” – all man made or man installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and all other recreational courts, fixtures and facilities, whether permanent or portable, including, but not limited to, basketball hoops, and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

S. “Individual Residential Lot Assessment” – an Assessment that the Board may levy upon a Residential Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Residential Lot, or the Owners thereof, including without limitation, costs associated with making repairs and/or performing maintenance obligations that are the responsibility of the Owner of that Residential Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Residential Lot; costs

of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Residential Lot and its Owners.

T. "Lot" – a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, including Courtyard Lots and Residential Lots, but excluding the Common Elements and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

U. "Managing Agent" – the person or entity retained by the Board to assist in the management of the Association.

V. "Member" any Person or entity meeting the requirement for membership in the Association and is every individual or entity who is a record owner of a fee or undivided fee simple interest in a Residential Lot that has been subjected to the provisions of the Declaration; provided that in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, shall be a "Member".

W. "Occupant" – a person lawfully residing in or occupying a Dwelling on a Residential Lot, regardless of whether that Person is an Owner.

X. "Operating Assessment" – an Assessment that the Association through its Board may levy from time to time upon all Residential Lots, other than Exempt Property, and their Owners, pursuant to the terms of the Declaration and the Planned Community Act, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

Y. "Owner" – the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding a vendor under any recorded land installment contract, but including vendees under recorded land installment contracts and other contract sellers and Declarant, but excluding all others having an interest merely as security for performance of an obligation.

Z. “Person” – a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

AA. “Planned Community Act” – Chapter 5312 of the Ohio Revised Code.

BB. “Property” – all of the real property described in Exhibit A attached to this Declaration and such Additional Property as may be added by amendment or supplement to this Declaration or otherwise added to the Community by a supplemental declaration or amendment or supplement to this Declaration from and after such time as the Additional Property is subjected to the provisions hereof, and also includes real property that is owned in fee simple by the Association together with all easements and appurtenances.

CC. “Reserve Fund” – the fund established pursuant to Article IX.

DD. “Residential Lot” – all Lots subjected to the provisions of this Declaration except for Exempt Property, Common Elements, and Lots _____, respectively.

EE. “Rules” – the rules and regulations governing (1) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees, and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Committee or the Board from time to time.

FF. “Special Assessment” – an Assessment that the Association through its Board may levy upon all Residential Lots and the Residential Lot Owners to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents.

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

HH. “Turnover Date” – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community, including all “Additional Property”, has been fully developed, a Dwelling has been constructed on each Residential Lot and all Residential Lots with Dwellings constructed thereon have been deeded to bona fide home purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in Declarant’s sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as Declarant determines, in Declarant’s sole discretion.

II. “Water Assessment” – an Assessment that the Association will levy on each individual Lot in an amount proportionate to the amount of for water sewer, stormwater,

municipal fixed water/sewer charges and other related water/sewer charges for services applicable to each Lot based, in part, on a reading of an Owner's individual deduct meter or sub-meter, which may also include any proportionate costs associated with servicing the Owner's individual meter.

Article III. GOALS

The covenants, easements, conditions, and restrictions 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 Owners and residents of the Property a part of the Community;
- C. Preservation, beautification, and maintenance of the Property and all Improvements as provided for in the Association Governing Documents;
- D. Ownership, administration, preservation, beautification, and maintenance of the Common Elements and all Improvements thereon;
- E. Enforcement of architectural controls and restrictions applicable to the Community;
- F. Providing for mandatory membership of Owners in the Community, as it may be constituted, from time to time, in the Association, and for the assessment and collection of funds to fulfill its objectives;
- G. Establishment of requirements for the development and use of the Property; and
- H. Compliance with the provisions of the Planned Community Act.

Article IV. USE RESTRICTIONS

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

- A. Use of Residential Lots. Except as otherwise permitted herein, each Residential Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental thereto. No building on a Residential Lot, nor any portion of any Residential Lot, shall be used for any purpose other than that of a residence for individuals living

together as a single housekeeping unit and uses customarily incidental thereto including, without limitation, courtyard areas. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Residential Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or, by builders approved by Declarant for sales and construction management and related uses during the construction and sale of Dwellings in the Community. All Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Residential Lot.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Residential Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property and the Association. All uses of the Common Elements owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act over the Common Elements, including, but not limited to, the right to (1) contract, lease, or assign an interest in the Common Elements owned by the Association or for which the Association has rights; (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to Common Elements owned by the Association or for which the Association has rights; and (3) establish Rules governing conduct upon the Common Elements owned by or within the jurisdiction of the Association and all Improvements located thereon.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: sales, marketing, construction or leasing related signs installed by Declarant or builders approved by Declarant while constructing residences and marketing the Lots and Dwellings for sale or rent; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Community or by the

Declarant; (3) one temporary real estate sign on a Residential Lot not to exceed six square feet in area advertising that such Residential Lot is for sale or rent; (4) signs on the Common Elements installed by or at the discretion of the Board or the Declarant; (5) subdivision and entry identification signage for the Community; and (6) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election may be placed on a Residential Lot by the Owner of that Lot. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association. No more than one sign for or against any particular candidate or issue may be posted or displayed on any Residential Lot. No signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

E. Animals. Except as hereinafter provided, no animals, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a Dwelling constructed on a Residential Lot, provided that: (1) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy Individual Residential Lot Assessments and administrative and enforcement charges against persons who do not clean up after their pets; and (2) the right of an Owner or Occupant to maintain an animal in a Dwelling on a Residential Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, and/or is wild, dangerous, or undomesticated is specifically prohibited. Outdoor doghouses, animal cages, and runs are prohibited without the express prior approval of the Design Review Committee.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any Dwelling, building, or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Residential Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person occupying a Dwelling on any other Residential Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

G. Business. No industry, business, trade, occupation, or profession of any kind may be conducted, operated, or established on the Property without the prior written approval of the Board. This provision shall not prohibit (1) a “home office”, provided such use does not entail

any non-resident employees coming to the Lot, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a Dwelling; or (3) during the construction and initial sales period, the use of Lots, including Dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion, until Dwellings have been constructed on all Residential Lots and all Lots with Dwellings on them have been conveyed to bona fide residential home purchasers.

H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of Dwellings or other Improvements by Declarant), no open storage of any kind is permitted, and no storage buildings, barns, or sheds of any kind are permitted on any Residential Lot. The limitations in this Section shall not apply to any storage as may be necessary during the construction of a Dwelling on a Residential Lot by Declarant or builders approved by Declarant.

I. Hotel/Transient Uses; Leases. No Residential Lot and no Dwelling or Improvement on a Residential Lot may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders that is, rental to one or more Persons of only a portion of a Dwelling on the Residential Lot. All leases shall be in writing and shall be subject to this Declaration, the Rules, and the other Association Governing Documents.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community including, without limiting the generality of the foregoing, on any Lot or Common Element. In addition to the Board's authority to levy Individual Residential Lot Assessments as administrative or enforcement charges for the violation of such Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules, including on Lots and/or Common Elements unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses, or mobile homes shall be parked or stored on the Common Elements or on any Lot (except in an enclosed permitted structure shielded from view) for a total of more than

twenty-four (24) hours in any ten (10) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings or Improvements on the Lots or the development of the Community by Declarant or builders, employees, and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated, or maintained on or in front of any Lot or on the Common Elements within the Community for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted enclosed structure. After such time the vehicle, trailer, or part shall be deemed to be a nuisance, may be removed by the Association at the Lot Owner's expense, and the Board may levy an Individual Residential Lot Assessment for such violation and for the costs.

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

K. Trash. Except for the reasonably necessary activities of the Declarant during the development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure or within screened areas approved by the Design Review Committee or Board. Any permitted structure or screened area on a Lot must comply with all requirements of any and all governmental entities having jurisdiction over the Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules. No emptied trash containers shall be allowed to remain visible for more than twelve hours following the trash pick-up.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television, or other electronic antennae or aerial may be erected or maintained on any Residential Lot or on the exterior of any Improvement, without the prior written approval of the Design Review Committee or Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall be permitted provided, however, that, unless otherwise prohibited by federal legislation, no

exterior antenna, satellite dish, or similar exterior improvement shall be installed upon any Residential Lot without first providing written notice to the Design Review Committee. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

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

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two propane tanks designed specifically for use to power a gas barbecue grill or gas fire pit shall be permitted. This Section shall not apply to the Declarant or builders or contractors approved by the Declarant during the construction of any Dwellings or Improvements on Lots or to any Lot containing Declarant's sales or construction trailer(s).

O. Fencing. Except as otherwise provided herein, no fence may be constructed on any Residential Lot except those installed by Declarant or the Association or a fence enclosing a courtyard area as approved by the Declarant or the Design Review Committee. Permitted fences shall comply with the architectural standards established for the Community. The foregoing notwithstanding, fencing may be installed on the Common Elements at the discretion of the Declarant or the Board.

P. Swimming Pools. No above-ground or in-ground swimming pool shall be permitted on any Residential Lot. The foregoing notwithstanding, the Design Review Committee may, in its sole and absolute discretion, allow a hot tub or sauna to be installed on a Residential Lot so long as the hot tub or sauna is designed for no more than eight adults and meets such requirements as the Design Review Committee lawfully requires.

Q. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, 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 Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

R. Miscellaneous. The following Improvements shall not be permitted on any Lot: (1) outdoor clotheslines and (2) window air conditioning units.

Article V. ARCHITECTURAL STANDARDS

All Property at any time subject to the provisions of this Declaration shall be governed and controlled by this Article V.

A. Design Review Committee. The Design Review Committee shall be a committee consisting of not less than three persons, except that prior to the Turnover Date, Declarant shall have the sole and exclusive right to (1) appoint and remove all members of the Design Review Committee, at will; (2) serve itself, as the Design Review Committee; or (3) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right, in its discretion, to appoint and remove all members to the Design Review Committee to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee. Alternatively, the Board of Directors may, in its discretion, serve as the Design Review Committee.

The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on a Residential Lot. Each Owner covenants and agrees by acceptance of a deed to a Residential Lot to comply with and to cause that Owner's Residential Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee and the provisions of the Declaration. No Improvement shall be placed, erected, or installed on a Residential Lot, no plantings or removal of plants, shrubs, or trees on a Residential Lot shall be permitted, and no construction (which term shall include in its definition staking, clearing, excavation, grading, and other site work) shall be commenced or continued on a Residential Lot until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions of the Association Governing Documents. If the Design Review Committee consists of appointed individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee and local governmental authorities having jurisdiction over the Property in the Community shall have jurisdiction over all construction, modifications, additions, or alterations of Improvements on or to the Property including each Residential Lot and the Dwelling and other Improvements constructed on the Residential Lot. No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install, or modify any Improvements on a Residential Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device; install any swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Residential Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch,

deck, patio, gazebo, or fence, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Residential Lots or the Common Elements. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials, and location of Improvements and alterations to the Design Review Committee for its approval. Without limiting the generality of the foregoing, in connection with the Design Review Committee's exclusive authority to review and approve or disapprove proposed Improvements the Design Review Committee may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's Dwelling. All construction, modifications, additions, or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authority having jurisdiction over the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority to grant reasonable variances from the provisions of the architectural standards established pursuant to this Article V or by the Design Review Committee, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interest of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration and/or other Association Governing Documents, as applied to any other Person or any other part of the Property.

D. Improvements by Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to, Dwellings, buildings, courtyards and landscaping constructed, installed or planted by Declarant, or its agents, or designated assignees, or constructed, installed or planted by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Committee or the Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by the Declarant.

E. Liability Relating to Approvals. Neither Declarant, the Association, the Board, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or 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 Residential Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Committee agrees, by submission thereof, that they will not

bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Residential Lot Owner shall be responsible for ensuring that any Improvements constructed on their Residential Lot comply with any zoning ordinances and any easements, covenants, and conditions of record.

Article VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements (if any) owned by the Association, and a right of access to and from that Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, that Owner's Lot, subject to the terms and limitations set forth in this Declaration and subject to the Rules and other Association Governing Documents. An Owner may delegate that Owner's rights of access and enjoyment to family members, Occupants, guests, and invitees. All such easements are limited by such restrictions as may apply to the Common Elements affected thereby. No Person shall have the right by virtue of such easements to engage in activities on the Common Elements which are not permitted according to the provisions of this Declaration and/or other Association Governing Documents, pursuant to the provisions of any applicable plat(s) of property that is part of the Community or under agreements with any governmental entities or other third parties.

B. Courtyard Easements. Each Courtyard Lot ("**Burdened Courtyard Lot**") in The Development is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Courtyard Lot ("**Contiguous Courtyard Lot**") which has a part of that Contiguous Courtyard Lot's courtyard located on the Burdened Courtyard Lot. The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area generally bounded by the side of the Dwelling or a fence constructed on the Burdened Courtyard Lot, fences extending to and from the Dwelling or fence on the Burdened Courtyard Lot and the Dwelling constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Dwelling on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the courtyard fencing constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon, and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling on the Burdened Courtyard Lot. In the event of an emergency, the Burdened Courtyard Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Burdened Courtyard Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than twenty-four (24) hours advance notice prior to entering the adjacent Courtyard Easement.

C. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon, and through all of the Property subject to this Declaration, including without limitation the Lots and Courtyard Easements, for the purpose of performing the Association's obligations, rights, and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of the Declaration and the Association Governing Documents, and for the performance of the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association has responsibility or the right to perform. The Association may enter any Lot at any time to perform its obligations under the Association Governing Documents. In addition, the Association may enter a Lot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency in which case such advance notice shall not be required.

D. Easement to the Association for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over, or through the Property for the purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Community or in this Declaration or the other Association Governing Documents, as amended from time to time.

E. Easement to Lot Owners for Repair and Maintenance. Each Residential Lot and the Common Elements shall be subject to an easement for a Residential Lot Owner or their agent or designee to enter on such Lot or Common Element, if necessary, for the purposes of repairing, maintaining or replacing any utility line, equipment or apparatus serving that Lot Owner's Lot; provided that such Lot Owner, agent or designee shall attempt to provide notice to the Lot Owner the property to be disturbed prior to such work being performed and further that the property being disturbed shall be promptly repaired to its former condition.

F. Easement of Access over Sidewalks. Every Owner and Occupant, and their respective guests and invitees, shall have a right and easement in, over, and upon the sidewalks within the Community (but not the service walks connecting the driveway on a Residential Lot to the front porch, stoop, or courtyard of the Dwelling on the Residential Lot) for purposes of

pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

G. Easement for Utilities and Other Purposes. Easements to the Association shall exist upon, over and under all of the Property for ingress to and egress from, and the installation, replacing, repairing, and maintaining of the private storm sewer and waterlines, equipment, apparatus, and infrastructure serving the Common Elements, the Community as a whole, or more than one Lot. The Board on the behalf of the Association or the Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduits, wires, ducts, cables, stormwater control improvements, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, stormwater drainage, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

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

I. Reservation of Special Easements. Special easements are hereby reserved by Declarant and granted to the Association on, over, under, across, and through any areas marked by shading or cross-hatching or which are otherwise identified on Exhibit C for the purpose of constructing Improvements deemed by the Declarant to be beneficial to the Property ("Special Easements"). The Special Easement areas may be parts of individual Lots instead of on Common Elements. If fencing, landscaping, community safety, or entry features are constructed in a Special Easement area by the Declarant or the Association, the Association shall be responsible for repairing, maintaining, and replacing the Improvements within the Special Easement areas.

J. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed

of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

Article VII. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Owner of a Residential Lot is and shall be a Member of the Association. In the case of a Residential Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Residential Lot. In the event the fee simple interest in a Residential Lot, or ownership of the vendee interest in a Residential Lot, if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Residential Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record.

Initially, those Residential Lots to which these membership provisions apply are those Residential Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subjected to the plan hereof by the recording of supplemental declarations or amendments or supplements to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Residential Lots, and holders of vendee interests under recorded land installment contracts with respect to those Residential Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate the membership of any Member or Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a Residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors, initially consisting of three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a Managing Agent to act as the Board on its behalf. Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by the Declarant through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall occur at a meeting, conducted in accordance with the Code, which shall occur no later than the date when the Community has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting

and all other matters regarding the governance and operation of the Association following the Turnover Date shall be as set forth in the Association Governing Documents.

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

Article VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community including, without limitation, Lots _____, respectively, as described on Exhibit A. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of any Common Elements owned by the Association and all Improvements thereon. The Association shall keep the Common Elements owned by the Association in good, clean, attractive, and sanitary condition, order, and repair in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under, and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension, and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns

entry feature maintenance responsibilities to the Association, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

Upon the earlier of the filing of this Declaration or installation, ownership of the private storm sewer and private water lines, equipment, apparatus and infrastructure serving the Common Elements, the Community as a whole, or more than one Lot shall automatically be vested in the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act), the Association may acquire, hold, mortgage, and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any individual, corporation, firm, or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association pursuant to the provisions of the Association Governing Documents. The Association shall have the right to delegate such powers and authority to any agent or employee of the Association. The exercise of those delegated powers and authority by such person, corporation, firm, entity, agent, or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other property owners and other community, subdivision, and condominium associations pursuant to which the Association agrees (1) to share in the cost of maintaining, repairing, and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (2) grant reciprocal rights, licenses and/or easements to members of other associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board, on behalf of the Association, may make and enforce reasonable Rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the provisions of the Association Governing Documents. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations by that Owner or the guests or invitees of that Owner or by the Occupants of that Owner's Residential Lot or their guests and invitees of the provisions of this Declaration, the

Rules or the other Association Governing Documents, including without limitation: (1) reasonable monetary administrative and enforcement charges which shall be considered Individual Residential Lot Assessments, (2) suspension of the right to vote as a Member of the Association, and (3) suspension of the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Residential Lot, to use the Common Elements owned by the Association except as necessary for ingress and egress to that Owner's Residential Lot. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees, costs, or expenses in connection with enforcing the provisions of this Declaration, the Rules or other Association Governing Documents against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Residential Lot Assessment against such Owner's Residential Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, the other Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Managing Agent pursuant to Article VIII, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

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

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by or to be maintained by the Association or for which the Association has the obligation to repair, maintain and replace, obtain and maintain insurance for all buildings, structures, fixtures and equipment, and common personal property, now or at any time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

i. shall provide that no assessment may be made against a first mortgage lender or its insurer or guarantor and that any assessment under such policy made against others may not become a lien on any Residential Lot or other property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then-latest edition of Best's Insurance Reports or its successor guide;

iii. shall be written in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty (30) days in advance of the effective date of any cancellation of the policy.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by or under the control of the Association, and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (ii) \$1,000,000, for each occurrence and \$2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Residential Lot or Residential Lots that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Residential Lot or Residential Lots subject to said mortgage.

3. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than \$1,000,000 for each claim and in the aggregate.

4. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers, directors,

Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, (iv) cybersecurity insurance and (v) any other insurance the Board deems necessary.

5. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned or insured by the Association, the Association shall promptly repair or replace the same to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

6. Declarant Coverage. The foregoing provisions of this Section G notwithstanding, prior to the Turnover Date, the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights, and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

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

I. Books; Records. Upon reasonable request of any Owner or any holder or insurer of a first mortgage on a Residential Lot, the Association shall be required to make reasonably available for inspection by that Owner or holder or insurer of a first mortgage all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (1) information that pertains to personnel matters; (2) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (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 Association Governing Documents against Owners; and (5) information the disclosure of which is prohibited by state or federal law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

Article IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an operating fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements and any other items for which the Association is responsible for maintaining, repairing, or replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the operating fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Residential Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Residential Lot, by accepting a deed to a Residential Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; (3) Individual Residential Lot Assessments; and (4) Water Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Residential Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

1. For the purposes of providing funds to pay:

i. the cost of owning, maintaining, repairing, improving, replacing and operating the Common Elements including, but not limited to, the private storm sewer and water lines, equipment, apparatus and infrastructure serving the Common Elements, the Community as a whole, or more than one Lot;

ii. the cost in performing maintenance, repair and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations, approved plats, recorded easements or any agreement entered into by the Declarant or the Board on behalf of the Association including, but not limited to, those services to be provided by the Association pursuant to the provisions of Article X of the Declaration

iii. the costs for insurance and bond premiums to be provided and paid for by the Association;

iv. the cost for utility services, if any, charged to or otherwise properly payable by the Association;

v. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;

vi. the estimated amount to be collected to maintain a general operating reserve to assure the availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole and unfettered discretion;

vii. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, including the private storm sewer and water lines, equipment, apparatus and infrastructure serving the Common Elements, the Community as a whole, or more than one Lot, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

viii. the costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Residential Lots), fees for legal and accounting services, costs of mailing, postage, supplies, and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy, and collect Operating Assessments against each Residential Lot with a Dwelling constructed thereon that has been conveyed to a home purchase other than Declarant and against the Owners of such Lot, an equal pro rata share of such costs, in accordance with the provisions of the Association Governing Documents.

2. An equal pro-rata share of the Operating Assessments shall be assessed and collected as follows:

A. Initial Period. Commencing on the date a Residential Lot with a Dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Residential Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, in the proportion that the number of full calendar days remaining in the calendar year from the date of the closing of the conveyance of the Residential Lot is to 365. The Declarant may have prepaid this amount and, if so, a credit back to the Declarant will be collected at the closing on the Residential Lot.

B. Subsequent Calendar Year. For each full year following the year in which a Residential Lot with a Dwelling constructed thereon is first conveyed to a home purchaser other than Declarant, the Residential Lot and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such Residential Lot with a Dwelling constructed thereon for such year. The Assessment amount shall be determined by dividing equally among all Residential Lots in the Community that have a Dwelling constructed thereon and that have been conveyed to a home purchaser other than Declarant, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Common Elements, and appropriate reserve funds).

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Residential Lot Operating Assessment multiplied by the number of Residential Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Residential Lot Owners for the year. If and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Residential Lot Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

C. Due Dates. The Operating Assessments issued to a Residential Lot and its Owners shall be payable in full within ten (10) days of the date on which such Assessment is issued; provided, however, that the Board may determine to allow payment in monthly, quarterly, or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to a Residential Lot Owner not less than ten (10) days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within ten (10) days shall be required.

D. Special Assessments. The Board may levy against all Residential Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies, or any other purpose determined

appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Those Special Assessments shall be allocated among Residential Lots and their Owners on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

E. Individual Residential Lot Assessments. The Board may levy an Individual Residential Lot Assessment against any Residential Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Residential Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Residential Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Residential Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Residential Lot and its Owner or Owners when the Residential Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Residential Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Residential Lot to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

Except in the case of Individual Residential Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Residential Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Residential Lot Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule, or regulation allegedly violated;
2. the amount of the proposed Individual Residential Lot Assessment;
3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Residential Lot Assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Owner receives written notice of the proposed Individual Residential Lot Assessment; and
4. in the case of a charge for violation of a restriction, Rule, or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Residential Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Residential Lot Assessment is proposed to be charged, personally to an Occupant of a Dwelling on that Owner's Residential Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Residential Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

F. Water Assessments. Because the water distribution system for the Community is a private system owned by the Association, the Association will receive one invoice for water sewer, stormwater, municipal fixed water/sewer charges, and other related water/sewer charges for services provided to the Community as a whole. Upon receipt of the invoice from the utility provider, the Board (or the third party vendor contracted by the Board to provide such service) shall bill each Lot Owner for such Owner's for water sewer, stormwater, municipal fixed water/sewer charges, and other related water/sewer charges for services based, in part, on a reading of such Owner's water meter and using the same unit rates charged to the Association; provided, however, that the Board (or such third party vendor) shall also include a service charge to defray the costs of administering the collection of the water, sewer, stormwater, municipal fixed water/sewer charges, and other related water/sewer charges for services. Water sewer, stormwater, municipal fixed water/sewer charges, and other related water/sewer charges for services charged to a Lot shall constitute a Water Assessment and shall be due and payable to the Association not later than ten (10) days following receipt by the Lot Owner of the invoice therefor. The Association shall have the right to collect Water Assessments in the same manner that it collects other Assessments including the right to exercise all remedies set forth herein.

G. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge. If any Assessment or portion of any Assessment remains unpaid for ten (10) days after all or any part thereof became due and payable, the Board at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable administrative collection charges may also be assessed for any payment remaining unpaid for ten (10) days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent

Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Residential Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Residential Lot or Residential Lots for unpaid Assessments owed by that Residential Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Residential Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Residential Lot shall neither impair the Association's lien against that Residential Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Residential Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize the filing of a certificate of lien with the Delaware County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Residential Lot which the lien encumbers, the name of the Owner or Owners of that Residential Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or its designated representative. Upon the filing of the certificate, the subject Residential Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a

Residential Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Residential Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Residential Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

7. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Residential Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Residential Lot, may bring an action in the Delaware County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Residential Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

8. Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Residential Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

9. Vote on Association Matters; Use of Common Elements. If any Assessment, or portion thereof, remains unpaid for more than thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements owned by or under the control of the Association, except for necessary ingress and egress to and from that Owner's Residential Lot, shall be suspended until such Assessment is paid.

Article X. MAINTENANCE

A. Maintenance of Common Elements by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep in good repair the Common Elements and all portions thereof not maintained by the utility company or the local governmental authorities including, but not limited to, those Improvements on Lots ____ and ____, respectively, as identified on Exhibit A. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements constituting a part of the Common Elements owned by the Association or otherwise maintained by the Association, in good, clean, attractive, and sanitary condition, order,

and repair, including, but not limited to any common mailbox bank(s); private portions of the storm sewer system that serve more than one Lot; private main water lines and apparatus serving the Community as a whole or serving more than one Lot; and any amenities. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Community. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the improvements required to be maintained by the Association.

B. Lawn Mowing and Snow Removal on Residential Lots. Because of the unique sizes and configurations of the Residential Lots, the Association, from and after the time that a Residential Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide lawn mowing and fertilization services for the lawns located on a Residential Lot that are not located within an enclosed or partially enclosed courtyard area on a Residential Lot. In addition, the Association, from and after the time that a Residential Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide snow removal services for the driveways and sidewalks located on that Residential Lot (but not the service walk connecting the driveway to the front porch, stoop or courtyard or located within an enclosed or partially enclosed courtyard); provided that the Association shall not be responsible for any ice mitigation or removal of ice from any driveway or sidewalk located on any Residential Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion, and the cost thereof will be a Common Expense. All other lawn maintenance activities not to be performed by the Association on each Residential Lot, including, but not limited to, watering and irrigation of lawns, shall be the responsibility of the Owners of the Residential Lot, unless the Association, in its discretion, chooses to assume those responsibilities.

C. Landscape Maintenance on Residential Lots. From and after the time that a Residential Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, the Association will be responsible for (i) seasonal weeding of the landscape beds located in front of a Dwelling on a Residential Lot and not within the enclosed or partially enclosed courtyard area, (ii) maintenance of the trees and shrubs on a Residential Lot that are not located within the enclosed or partially enclosed courtyard area on a Residential Lot, and (iii) seasonal mulching of the landscape beds located in front of a Dwelling on the Residential Lot and that are not located within the enclosed or partially enclosed courtyard area on a Residential Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute, and unfettered discretion and the cost thereof will be a Common Expense. The Owner shall be responsible for all other maintenance of landscaping and beds on that Owner's Residential Lot, including, but not limited to, the watering and irrigation of the same. If an Owner of a Residential Lot desires to change the plantings originally planted by Declarant or the initial builder of the Dwelling on the Residential Lot as part of the landscaping, add new plantings in the front landscape beds or add additional trees or shrubs, such Residential

Lot Owner must secure approval from the Design Review Committee prior to effecting any such change.

D. Maintenance by Owner. Notwithstanding the landscaping and lawn maintenance responsibilities and snow removal services outlined in Sections (B) and (C) of this Article X, and subject to the other provisions of this Section D, each Owner of a Residential Lot shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Residential Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Residential Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority or is expressly the responsibility of another Owner. Each Owner shall be responsible for and shall promptly furnish all necessary materials and perform or cause to be performed at that Owner's expense all maintenance, repairs, and replacements of Improvements (including, specifically, and without limitation, all buildings, the Dwelling, driveways, and landscaping) on that Residential Lot that are not to be maintained by the Association; provided that in the case of Improvements within a Courtyard Easement, the Owner benefitted by the Courtyard Easement shall be responsible for the repair, maintenance, and replacement of the same. Each Owner shall maintain those portions of that Owner's Residential Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

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

F. Damage to Common Elements By Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual Residential Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

Article XI. MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of forty 40 years from and after the date that this Declaration is filed for recording with the Recorder of Delaware County, Ohio, and thereafter shall automatically renew forever for successive periods of ten (10) years each unless earlier terminated with the consent of Members exercising not less

than one hundred percent (100%) of the voting power of all Members and the consent of all holders of first mortgage liens on Residential Lots.

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

C. Amendments.

1. Amendments by Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may modify the covenants, conditions, restrictions, and easements set forth herein or may impose covenants, conditions, restrictions, and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and

from time to time by executing and recording with the Recorder's Office of Delaware County, Ohio, an amendment or supplement to this Declaration or a supplemental declaration specifying that such Additional Property is part of the Community. Such an amendment or supplemental declaration shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such supplemental declarations or amendments or supplements to this Declaration may contain such supplementary, additional, different, new, varied, revised, or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

2. Amendments by the Association. After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, to dissolve this planned Community or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Delaware County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair, and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Residential Lot Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. After the Turnover Date, the Board may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

No amendment made pursuant to the provisions of this Article XI, Section C may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale, and leasing of properties; (2) construct or alter Improvements on any property owned by Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through all streets, alleys, paths, walkways, and easements located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance, and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Elements or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

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

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

1. any proposed amendment of this Declaration;
2. any proposed termination of the Association; and

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

Each holder and insurer of a first mortgage on any Residential Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder or insurer of a first mortgage on a Residential Lot is not required by the Declaration to collect Assessments.

G. 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 or is unenforceable, then the requirements of such law shall prevail, and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

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

I. 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.

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

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

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

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this Declaration as of the date first above written.

EPCON ____, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON ____, LLC, an Ohio limited liability company, on behalf of said liability company, this ____ day of _____ 2022.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Situated in Genoa Township, County of Delaware, State of Ohio, and being Lots ____ through ____, both inclusive, as the same are numbered, identified, and delineated on the recorded plat of _____, of record in Official Record Volume ____, Pages ____ (Plat Cabinet __, Slides ____), Recorder's Office, Delaware County, Ohio.

EXHIBIT B
CODE OF REGULATIONS
(BYLAWS)
OF
THE DEVELOPMENT HOMEOWNERS' ASSOCIATION, INC. ARTICLE I
NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be The Development Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for The Development Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of Residential Lots (as defined in the Declaration to which this Code of Regulations is attached) in a development known as and referred to herein as the "The Development" or as the "Community". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

Section 1.03. All capitalized terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE II
MEMBERS AND VOTING

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Residential Lot (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Development to which this document is attached, and any amendments or supplements thereto (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat,

deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "Member" of the Association. "Owner", as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Residential Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Residential Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Residential Lot, and upon the sale, transfer, or other disposition of each undivided fee simple interest or vendee interest in a Residential Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Residential Lot in the Community shall be entitled to exercise one vote for each such Residential Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Residential Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Residential Lot, which vote shall be exercised, if at all, as a single Residential Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Epcon ____, LLC, an Ohio limited liability company and the Declarant of The Development (hereinafter, the "Declarant"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time the Community, including all "Additional Property" defined in the Declaration, has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant; provided that Residential Lot Owners shall have the right to vote for the sole and limited purpose of the election permitted to occur prior to the Turnover Date as provided in Section 4.01 of this Code of Regulations. At such time as Declarant elects to relinquish the voting right, each Residential Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release, or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Residential Lot or Residential Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Residential Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Residential Lot, which vote shall be exercised, if at all, as a single Residential Lot and not by percentages of interest. If more than one of such Owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the Residential Lot. If only one such person or entity attends a meeting, votes, or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee, or employee, and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile, or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Declarant, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the second quarter of each calendar year, on a date established by the Board of Directors of the Association. or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual

meetings shall be required to be held prior to the Declarant's relinquishment of control of the Association.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Residential Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-45 days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any situation where a person or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving their right to vote.

Section 3.05. Notice of the time, place, and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of

proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, and voting on the action; provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors, the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected, and those candidates receiving the greatest percentage of votes shall serve the longest terms. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting and voting on such matter unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event, ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing, and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of

law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

Section 3.10. Notwithstanding any provision contained in the Code of Regulations to the contrary, during such a time and only during such a time as any federal, state or local governmental rule, regulation, declaration, or other action, including, but not limited to, the declared Ohio “State of Emergency” and the United States “National Emergency” in effect as of the date of the recording of the Code of Regulations, prohibits or otherwise makes an in-person meeting of the Members impossible, unsafe, and/or impractical, the Board of Directors in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Members including, but not limited to, a meeting called for the purpose of electing a Director or Directors pursuant to the provisions of Article IV of the Code of Regulations, whereby Members may be permitted and/or exclusively allowed to attend the meeting “in person” by the use of “Authorized Communications Equipment”. For the purposes of this Section 3.10, “Authorized Communications Equipment” shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Code of Regulations, the “place” of the meeting described within this Section 3.10 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the Board of Directors’ sole and absolute discretion. Any Member who uses Authorized Communications Equipment under this Section 3.10 is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. In the event a purpose of a meeting of the Members is to elect one or more Directors to the Association, the Board of Directors may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board of Directors, to submit a nomination(s) prior to the election. The Board of Directors may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5312 of the Revised Code of Ohio. By way of example and not limitation, this may include the ability of the Board of Directors to enact procedures for Members to cast a vote by written ballots; mailed ballots; general or directed proxies; and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of the Code of Regulations.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation, or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the “Association Governing Documents”) and by the Planned Community Act until they resign, or until their successors are elected and qualified.

The three (3) initial Directors and their business addresses are as set forth in the Articles of Incorporation, or such other person or persons as may from time to time be substituted and designated by Declarant. Members of the Board of Directors appointed by the Declarant need not be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

No later than sixty (60) days after Declarant has sold and conveyed twenty-five percent (25%) of the Residential Lots, the Residential Lot Owners shall meet, and the Residential Lot Owners, other than Declarant, shall elect one Director at such meeting to replace whichever Director Declarant designates. No later than the time the Community, including all “Additional Property” defined in the Declaration, has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant, the Association shall hold a meeting and the Residential Lot Owners shall meet in person or via proxy and all Residential Lot Owners, including Declarant, shall elect three (3) Directors, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Residential Lot Owners or Declarant, respectively. After the relinquishment of control of the Association by the Declarant, the Board of Directors shall consist of three (3) individuals. Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall be elected to staggered terms so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. To qualify for nomination, election, or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Residential Lot, the spouse of an Owner or Co-Owner of a Residential Lot, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than thirty (30) days, or then be an adverse party to the Association, or its Board of Directors or any member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation, or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until their successor is elected and qualified, or until they resign.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director may contemporaneously communicate with each other Director.

Section 4.05. The President or Secretary shall cause electronic, telegraphic, or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two nor more than 20 days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing

officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings, any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations. No Lot Owner or any other person, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner or person to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a Managing Agent and such other persons, firms, or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay such compensation as it determines. The Board of Directors may delegate to any such Managing Agent, person, firm, or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, this Code of Regulations, and the Planned Community Act, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations, Articles

of Incorporation or Planned Community Act, and without limiting the generality of the foregoing, the Board of Directors 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, Code of Regulations and Articles of Incorporation;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

(c) enforce the covenants, conditions, and restrictions set forth in the Declaration;

(d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements and other Improvements that are the responsibility of the Association;

(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 (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than thirty (30) days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published Rules and regulations or of any provisions of the Declaration);

(h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, 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, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Residential Lots a part of the Community;

(m) purchase and cause the Association to hold title to real property;
and

(n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. It shall be the duty of the Board of Directors 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 Elements 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 of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when

requested in writing by Owners representing not less than a majority of the voting power of Owners;

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

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and, in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

(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 setting forth whether or not any Assessment has been paid;

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

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

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation, and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors, and the same person may hold any two or more offices. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive

compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents, and other property of the Association in their possession or control to their successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other

administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VI

FISCAL YEAR

Section 6.01. Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE VII

INDEMNIFICATION

Section 7.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person 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 Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and 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, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Delaware County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

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

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

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs,

in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five (5) years, or (c) by the Members, or (d) by the Court of Common Pleas of Delaware County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Delaware County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

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

- (a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; or
- (b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that

individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Delaware County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

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

Section 7.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

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

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon

a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

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

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

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Delaware County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Delaware County, Ohio in any such action, suit or proceeding.

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

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

ARTICLE IX

AMENDMENTS

Section 9.01. This Code of Regulations may be amended, or a new Code of Regulations may be adopted, at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Residential Lot Owners.

ARTICLE X

DURATION

Section 10.01. The Association shall exist so long as the provisions of the Declaration apply to the Community.

ARTICLE XI

MISCELLANEOUS

Section 11.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.