

DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
CHESHIRE MILLS CONDOMINIUM

CERTIFICATE OF AUDITOR

_____, 2023

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

Delaware County Auditor

This instrument prepared by:

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SAMPLE DOCUMENT
DO NOT FILE

DECLARATION

This is the Declaration of Cheshire Mills Condominium made on or as of the _____ day of _____ 2023, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. XXXXXXXXXX, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

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

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Cheshire Mills Condominium Association as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling non-profit corporation act).

3. "Assessments" mean all charges, of whatever nature, levied by the Association against a Unit and its Owners, and includes:

(a) "Operating Assessments;"

(b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

4. "Association" and the "The Cheshire Mills Condominium Association" mean the non-profit corporation created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

6. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

7. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.

8. "Condominium" and the "Cheshire Mills Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

9. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided for by the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means XXXXXXXXXXXXXXXX, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are expressly and specifically designated in writing by Declarant as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

15. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

16. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof has accompanied the filing of this Declaration for record and will be filed separately from this Declaration by the appropriate public authorities.

17. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

18. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board.

19. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that Person is a Unit owner.

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

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by Unit designation on the Drawings, and are that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

22. "Unit Owner" and "Unit Owners" or "Owner" and "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Delaware, County of Delaware, and State of Ohio, and consisting of XXXXXXXXXXXXX acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is the "Cheshire Mills Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through Assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) **Animals.** Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) 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 enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants. In addition, 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, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

(c) Common Element Uses. The Common Elements (except the Limited Common Elements), including, without limitation, the sewage disposal system to which each Unit shall be connected, shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Element shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

(d) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(e) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial pages of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped Person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(g) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit

or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(h) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(i) Reallocations. Boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited Common Elements reallocated, without the prior express written consent of the Board, which it may exercise in its sole and unfettered discretion.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, and provide the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except as otherwise specifically provided herein, there are no limitations on the number of Units that may be rented or leased or the number of Units that may be owned by any Unit Owner.

(k) Replacements. Any building erected to replace an existing building containing a Unit or Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(l) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically herein mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

(m) Sex Offenders.

(i) Neither a Unit nor the Common Elements, nor any portion of either thereof, may be occupied or resided therein or thereon, for any purpose, either temporarily or permanently, by any person who is:

a. adjudicated, classified, labeled, or otherwise designated under any applicable section of the Revised Code of Ohio, as amended from time to time, as a "sexual predator", "habitual sex offender", "child-victim offender", and/or "child-victim predator", (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the Revised Code of Ohio);

b. required to be registered under the State of Ohio's Sex Offender Registration and Notification Laws; and/or

c. required by applicable laws to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offender Registration and Notification law or similar law from another jurisdiction;

each of whom is referred to herein as a "sex offender".

(ii) The violation of the foregoing restriction shall entitle the Declarant or Declarant's successor (who owns any Unit or has the right to expand the Condominium), the Association, and each Unit Owner, the right to

enjoin such sex offender from occupying, or continuing to occupy, or residing in or continuing to reside in, a Unit or in or on the Common Elements.

(iii) The violation of the foregoing restriction shall entitle the Association to institute and prosecute to conclusion, in the name of the Owner or Owners of a Unit which a sex offender occupies or is residing in, as the Owner or Owners' agent for this sole purpose, proceedings to evict such person occupying or residing in that Unit.

(iv) Each Unit Owner, by acquisition of a fee simple interest in a Unit, understands and agrees that the remedies at law for damages in the event of the violation of the provisions of subsection (i) hereof are inadequate in that an award of damages would not resolve the problems inherent in having a sexual offender occupying space in or residing in the Condominium, and that irreparable harm to all other Unit Owners would result from the occupancy or the residency of a sex offender in the Condominium.

(v) Notwithstanding the foregoing, the party seeking relief pursuant to the provisions of subsections (ii) or (iii) hereof shall be entitled to recover all costs of enforcement, including court costs and reasonable attorney fees.

(vi) In the case of the Association seeking and obtaining relief pursuant to this section, the costs of enforcement, shall be a charge on the Unit occupied by or resided in by the sex offender, and the subject of a Special Individual Unit Assessment against that Unit and its Owner or Owners, and a lien thereon, and may be enforced by the same means and in the same manner as provided by Ohio law and as provided in this Declaration with respect to the violation of restrictions.

(vii) The foregoing restriction is not intended to create nor shall it be interpreted to create a duty by the Declarant, any Unit Owner, the Association, or the Board, to inquire about, to take any affirmative action to determine the status of, or to disclose the occupancy or residency or prospective occupancy or residency, of a sex offender in the Condominium.

(n) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property, except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of its sale and rental of Units shall be permitted, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.

(o) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any building, structure, or improvement upon the Condominium Property.

(p) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit 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, provided, however, that no Unit 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. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(q) Vehicles. Excepting Declarant's construction and sales activities, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-fourths of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin for

seven (7) consecutive days without the prior written approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. Any vehicles parked in violation hereof or parking rules promulgated by the Board may be towed. The driveway parking spaces may not be used unless the attached garage parking space is already being used for vehicle parking. The use of the attached garage for storage of anything which interferes with the storage of vehicles is prohibited.

Further, the Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

(r) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. [BUILDING DESCRIPTIONS]

Section 2. Other. Also on and a part of the Condominium are portions of private roadways, mailbox facilities, walkways, driveways, and green and landscaped areas.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is legally designated by a number, corresponding with Declarant's number for the building in which that Unit is situated, a dash ("-"), and a number corresponding with the numerical portion of the street address of that Unit. The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists, among other things, of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing wall material;

(ii) the finished walls, ceilings and floors themselves, but not the building's supporting elements, such as but not limited to rafters and joists, above the ceiling at the Unit's highest level, and the sub-flooring below the finished floors themselves at the lowest level of the Unit, and the structural walls or structural components thereof to which the finished walls, such as but not limited to plaster, drywall, and paneling are affixed;

(iii) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(iv) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(v) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, including, without limitation, any part of a sewage disposal system, which serve only that Unit;

(vi) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service only the Unit or the fixtures located therein;

(vii) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(viii) the portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior;

(ix) the space in the attached garage;

(x) the space in the attached enclosed veranda, if any;

(xi) the space in the basement, if any; and

(xii) the attic space or storage space above the living area of a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(i) any supporting element of the building contained in interior walls, floors and ceilings;

(ii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each type of Unit that is or may be part of the Condominium are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit these Limited Common Elements consist of a driveway area in front of the Unit's garage and either a contiguous courtyard area and the improvements in that area (except items that are defined as being part of a Unit and utility lines that serve another Unit) or a yard area and the improvements in that area (except items that are defined as being part of a Unit and utility lines that serve another Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is designed or designated to serve.

Section 3. Par Values; Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.000) as set forth on Exhibit D, which results in each Unit having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

ASSOCIATIONS

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners, and every Person who is or becomes a record Owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 6. Other Associations. There is no requirement that the Association or that any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

ARTICLE VIII

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

[AGENT INFORMATION]

In the event this Person for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the Person so registered shall be the Person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements (including, without limitation, any part of any disposal system that collects or treats sewage that is a Common Element), lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, private roads, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof. Without limiting the generality of the foregoing, the Association shall be responsible for the prompt maintenance, repair and replacement of any sewage disposal system that is a part of the Common Elements until such time such a system is no longer necessary or has been transferred to a public entity or a public utility. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or repair, maintenance or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and improvements made by Unit Owners hereafter, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all

windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any Unit or part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board, in its sole discretion.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

The Condominium Property shall be serviced by a private sewage disposal system. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney in fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such contracts, deeds, bills of sale, easements, or other instruments of any type as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to transfer ownership or operation of the private sewage disposal system to a public entity or public utility.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

(c) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

(d) 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 a Unit and its appurtenant interests superior to a first mortgage;

(e) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;

(f) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide

that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(g) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(h) be paid for by the Association, as a common expense;

(i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;

(j) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association; and

(k) be primary, even if a Unit Owner has other insurance that covers the same loss.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, Unit Owners or Occupants, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

Section 3. Fidelity Coverage. From and after such time as Declarant no longer controls the Association, The Board shall obtain, or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Flood Insurance. In the event that any part of the improvements on the Condominium Property are located in a "Special Flood Hazard Area" which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map, the Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) 100% of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) \$5,000 or (b) one percent (1%) of the policy's face amount.

Section 6. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 7. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 8. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 10. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments.

Section 11. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and

the consent of Eligible Mortgagees whose mortgages report seventy-five percent (75%) or more of Units subject to mortgages held by Eligible Mortgagees, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

Section 3. Condition to Termination. Notwithstanding any term to the contrary herein, the Condominium may not be terminated as provided herein or as set forth in Section 5311.17 of the Ohio Revised Code unless and until the private disposal system has been properly closed or transferred to a public entity or utility.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or that Unit Owner's mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and that Unit Owner's respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be equally reallocated among all other Units.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

(a) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;

(c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements, including but not limited to the clubhouse, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(d) for so long as Declarant, its successors and assigns, have the right to expand the Condominium, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service the same; and

(e) unless and until, if ever, the Condominium has been expanded to encompass all of the Additional Property, to Owners and Occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer (including, without limitation, any disposal system), gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to

grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

Section 5. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited 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 constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Unit Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;

b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

d. the estimated amount desired to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated Assessments on all Units;

e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained (provided, however, the Board shall ensure that sufficient reserves are maintained to maintain, repair, and replace the private sewage disposal system that services the Condominium); and

f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the Operating Assessment for each separate Unit. For administrative convenience, any such Assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The Operating Assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the Operating Assessment for a Unit shall be due the first day of each month.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their Owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units or, if not, from the Association).

(v) If Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of Eligible Mortgagees hereinafter provided.

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner or those Unit Owners.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the Assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, affirmatively and explicitly determines not to accelerate the installments.

(b) If any Assessment or installment or portion of any installment of an Assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of Special Assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such Assessment is made.

(d) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the XXXXXXXXCounty Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association.

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of XXXXXXXXCounty for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Unit and its Owners, 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.

(g) Each such Assessment together with collection costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit Owner or

Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of assessments and collection costs, bring or join in an action at law against the Unit Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(j) No Unit Owner or Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Owners or those Owners Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and are necessary to continue to provide utility and security service; accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit 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 installments of Assessments and charges against the mortgaged Unit 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. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its Owners during the foreclosure action.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the Assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE XVI

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Owners.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of Unit Owners exercising not less than a majority of the voting power of Unit Owners other than Declarant, may extend Declarant's option to expand the Condominium Property for an additional seven years, if Declarant exercises the right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. A legal description or descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements a part of the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is XXXXX, permitting the Condominium to be expanded to include a maximum total of XXXXXXXX Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, changes in number of garage parking spaces, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, the construction of detached units, the addition of Units with basements, or minor changes in size.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, private drives, sidewalks, landscaped areas, storm water drainage facilities, and other non-structural improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Further, Declarant reserves the right to build and add recreational amenities which may include but are not limited to a swimming pool and a clubhouse containing a community room, exercise room, kitchen, mechanical room, restrooms and offices, built of similar architectural style and similar materials as the residential buildings.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as described on Exhibit D attached hereto or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types notwithstanding changes in interior layout, changes in design or finish detail, minor changes in size, the addition/substitution of screened or enclosed porches, the construction of detached Units, and/or the construction of Units containing basements.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as Owner of the portion added and as assignee of the right to expand the Condominium, in the manner

provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. The approval of Unit Owners, the Association, or any Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any part of the Additional Property pursuant to the provisions of this Article and the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the XXXXXXXX County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added; (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties; and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, including but not limited to the clubhouse, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Owner or Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit Designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the

Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees representing a majority of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit;

(iv) the fundamental purposes to which any Unit or the Common Elements are restricted; or

(v) the provisions and requirements of this Article XVIII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners and the consent of Eligible Mortgagees whose mortgages report seventy-five percent (75%) or more of Units subject to mortgages held by Eligible Mortgagees shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

b. to bring the Declaration into compliance with requirements of the Condominium Act;

c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State;

but for no other purpose.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the XXXXXXXX County Auditor and Recorder.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence

or the intentional tortious act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5 Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or the failure to construct improvements in a workmanlike manner shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements. In addition, all warranties received by the Declarant with regard to the Common Elements added by any expansion shall automatically be assigned to the Association upon the recording of an amendment to the Declaration expanding the Condominium to include those Common Elements.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 7. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this _____ day of _____ 2023.

XXXXXXXXXXXXX
an Ohio

By _____
[NAME], [TITLE]

STATE OF OHIO
COUNTY OF [COUNTY], SS:

This instrument was executed and acknowledged before me by [NAME], [TITLE] of XXXXXX, an Ohio ..., on behalf of said liability company, this _____ day of _____ 2023.

Notary Public

BYLAWS
(Code of Regulations)
OF
CHESHIRE MILLS CONDOMINIUM ASSOCIATION

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BYLAWS
(Code of Regulations)
OF
CHESHIRE MILLS CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is the Cheshire Mills Condominium Association, (the "Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for Cheshire Mills Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Association shall be at such place in Delaware County as the Board may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, (the "Declaration"), recorded simultaneously herewith with the Recorder of Delaware County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

- (a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. Voting Via Authorized Communications Equipment. Provided the Board, in its discretion, finds that voting at elections and on other matters by authorized communications equipment, as that term is defined in Chapter 1702 of the Ohio Revised Code, is in the best interests of the Condominium, and adopts procedures and guidelines for the use of authorized communications equipment for said purposes, a Unit Owner may vote at an election or on any other matter by the use of authorized communications equipment.

Section 12. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors and their business addresses are as set forth in the Articles, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including Declarant, shall elect six 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 Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests

pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (one hundred twenty-seven (127)) that may be in the Condominium. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, a runoff election between only those persons who received the same number of votes, and only for purposes of resolving the tie vote, shall be conducted in the same manner as the original election. The person or persons receiving the largest number of votes shall be elected Director or shall serve the length of the term the subject of the runoff election. In no case shall cumulative voting be permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (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 Declaration shall be obtained and maintained;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, 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 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 may from time to time determine;
- (k) borrow funds, as needed, and pledge and assign such security and rights of the Condominium Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board, to obtain any such loan;
- (l) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and
- (m) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs, 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 Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

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

(e) cause an annual budget to be prepared, and amendments thereto as needed;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) 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;

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

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

(j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

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

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

(ii) the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

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

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which

may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) **Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) **Treasurer.** The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

- (a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners;
- (b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and
- (c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, within one hundred twenty (120) days of the Association's fiscal year end, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

ARTICLE X

INDEMNIFICATION

Section 1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful.

Section 2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by that individual in connection with the defense or settlement of such action or suit, if the individual acted in good faith, and in a manner that

individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

Section 3. Other Determinations of Rights. Unless ordered by a court, any indemnification under Sections 1 and 2 of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in Sections 1 and 2 of this Article, or (b) by the members by majority vote.

Section 4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under Sections 1 and 2 of this Article who may be indemnified, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees and volunteers of the Association.

Section 5. Advances of Expenses. Expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

Section 6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to a individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such a individual.

Section 7. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self- insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Article or of the Ohio nonprofit corporation law.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Delaware County Recorder.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the _____ day of _____ 2023.

XXXXXXXXXXXXXXXXXXXX,
an Ohio

By _____
[NAME], [TITLE]

CHESHIRE MILLS DEVELOPMENT PLAN

Parcel Numbers: 418-410-01-069-000 & 418-410-01-070-000

Site Address: CHESHIRE ROAD
GALENA, OH 43021

Tax District: 05 Berlin Township Olentangy

School District: 2104 OLENTANGY LSD

Neighborhood: 05001 Berlin 001

Use Code: 502 Resid Unplat 10-19.99 acres

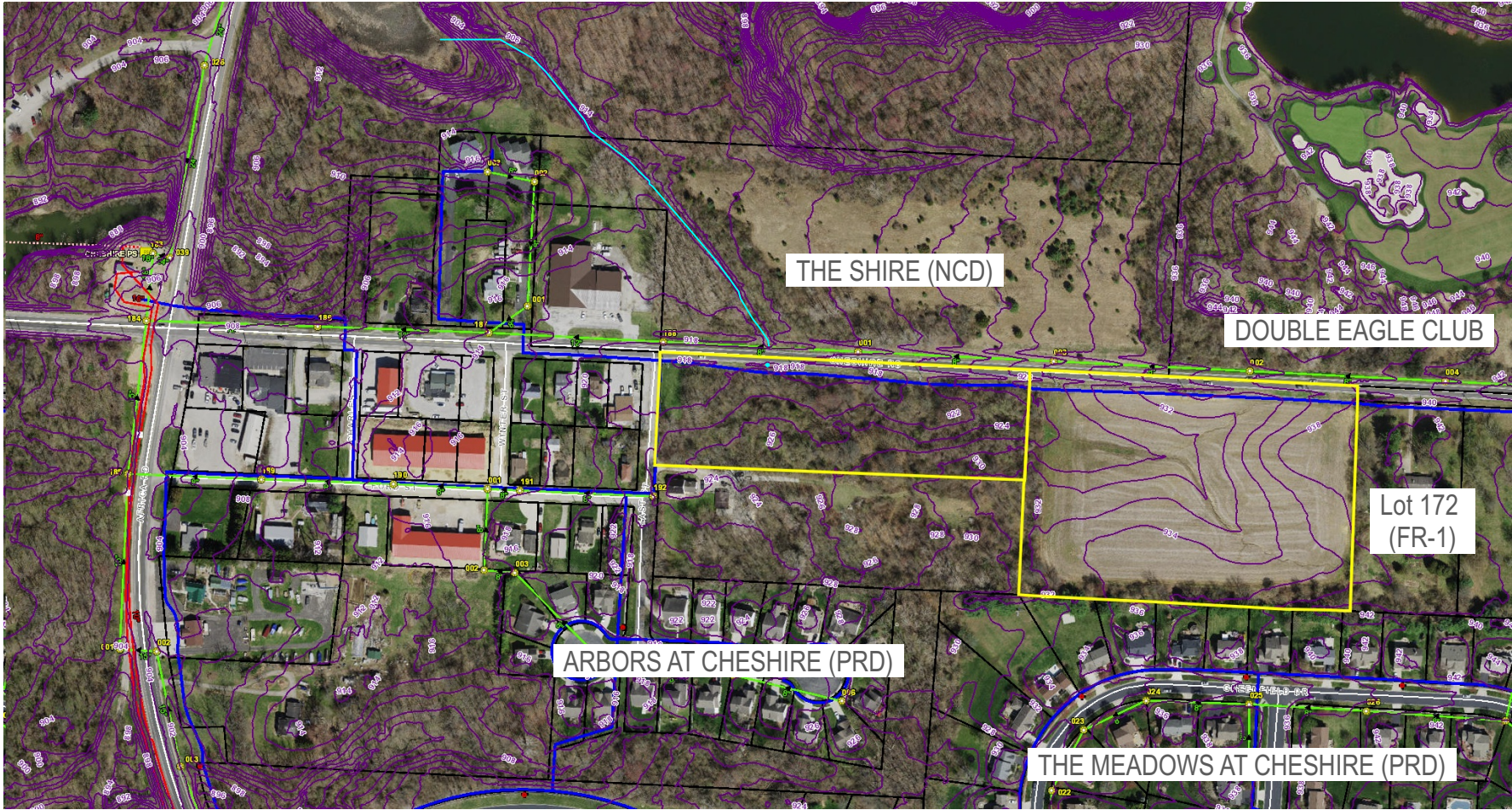
Acres: 3.919 & 7.051 = 10.970 Total

Description: 18 4 4 6 TRACTS 1 & 2

Owner Name: Bressler Family Limited Partnership

Owner Address: 12915 Basil Road
Baltimore, OH 43105

| SHEET INDEX | |
|-------------|--|
| LABEL | TITLE |
| A-1 | COVERSHEET |
| A-2 | OCPUD - PERMITTED USES |
| A-3 | OCPUD - NET DENSITY |
| A-4 | COUNTY RIGHT-OF-WAY EXPANSION TO 100 FT |
| A-5 | OCPUD - NET SUBAREAS & STREET PARKING |
| A-6 | ISOMETRIC SAMPLE 40DU & COMMERCIAL VIEWS |
| A-7 | SUBAREA A - RESIDENTIAL OPTIONS |
| A-8 | SINGLE-FAMILY CONCEPTS |
| A-9 | MULTI-FAMILY CONCEPTS |
| A-10 | SUBAREA B - RECREATIONAL CONCEPTS |
| A-11 | SUBAREA C - COMMERCIAL WEST |
| A-12 | SUBAREA C - COMMERCIAL EAST |
| A-13 | EXTERIOR MATERIALS |
| A-14 | EXTERIOR FIXTURES |



BACKGROUND

The rectangular parcels are bounded northerly by Cheshire Road, easterly by Farm Lot 172 (FR-1), southeasterly by Meadows at Cheshire Subdivision (PRD), southwesterly by 2417 East Street (Historic Cheshire Village) and westerly by East Street itself.

Within the Cheshire Road Rights-of-Way (ROW), both electric and Del-co Water are available south of the road and Delaware Sanitary Sewer is available to the north. A 12" culvert drains the property northward, crossing under Cheshire Road and passing through The Shire parcel to Alum Lake.

OBJECTIVES

The applicant/owner seeks to apply the Old Cheshire Planned Unit Development District (OCPUD) that overlays said parcels to expressly regulate & permit construction of (2) clustered office/retail buildings w/ lodging above, and up to (46) 1-2-3-family dwellings, with recreational amenities and facilities to serve the community.

Cheshire Mills private roads access Cheshire Road at two locations; (1) a residential entrance at Bockoven Street, (2) a mixed use entrance at Ryant Street. Accessing East Street is a single mixed use entrance at Constant Park Place.

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1986 - 2023
37 years

SHEET TITLE: COVERSHEET

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-1

THE COMPREHENSIVE PLAN & ZONING OCPUD OVERLAY ALIGN WITH DEVELOPER'S STATED OBJECTIVES

The Comprehensive Plan recommends Residential Development, Commercial Uses, and Recreational Amenities & Facilities to serve the historic Village of Cheshire.

BERLIN TOWNSHIP'S COMPREHENSIVE LAND USE PLAN - AUGUST 07, 2023

Page i.6 The Village of Cheshire represents an opportunity for economic growth, attracting visitors to the state park and becoming an identifiable center of the township.

Page 67 A center of the township should be created, perhaps at Historic Village of Cheshire, where a traditional village with neighborhood shops would be an attractive destination. A small town feel should be preserved in the human scale of structures, the use of natural materials and traditional structural colors. Roads should remain as narrow as possible, but safely carry the traffic.

- Create a heart of the township at Historic Village of Cheshire with mixed uses.

Page 77 - Planning Area Nine

Recommendation 9.2 - The unincorporated village of Cheshire and some of its adjacent properties as depicted on the Comprehensive Plan are recommended for redevelopment in a mixed use planned district that would permit residential use at up to five units per net developable acre, and local commercial uses, preferably in a downtown with historic architectural syntax, on-street angle parking, sidewalks, street trees, and shallow or zero setbacks.

A Community Reinvestment Area filed with the Ohio Department of Development provides tax abatements on real property improvements

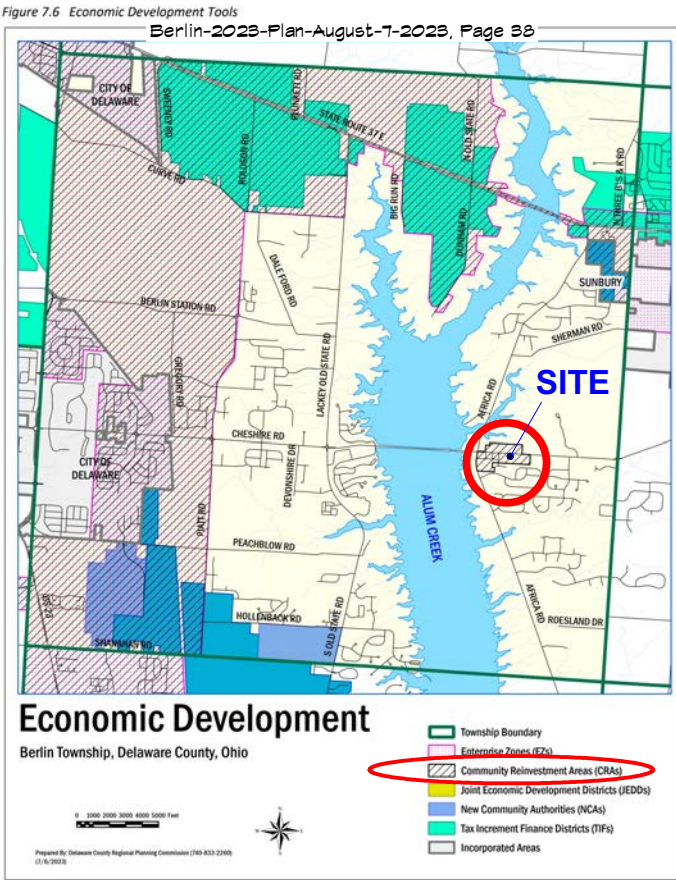


Figure 7.6 Economic Development Tools
Berlin-2023-Plan-August-7-2023, Page 38

Chapter 7 | Economic Conditions
Berlin-2023-Plan-August-7-2023, Page 39

Economic Development Tools in the Township

Various economic development tools can be used by counties and townships. The Delaware County-wide document details each of these tools.

- Enterprise Zone (EZ) (allowing for tax abatements on industrial projects conducted within a zone);
- New Community Authority (NCA) (creating a district that can establish community development charges, or dollar amounts based on the valuation of real property);
- Community Reinvestment Area (CRA) (tax abatements on real property improvements as an expansion or relocation);
- Tax Increment Financing (TIF) (redirecting new real and personal property tax to a debt retirement fund for a specific purpose);
- Joint Economic Development Districts (JEDD) (new board/political subdivision that extends the ability to collect an income tax);
- Designated Special Improvement District (SID) (allows government entities to combine funds from local, state, and federal entities to reallocate property taxes to activities that grow the economy).

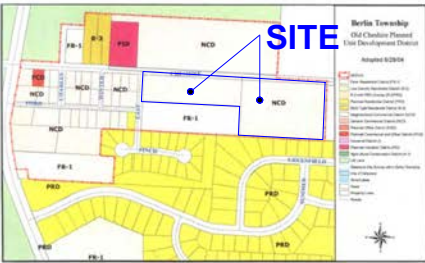
To the left, the map of Economic Development tools in Berlin Township and surrounding areas indicates various development tools that include an area that can be located on a map. Information comes from several sources and is valid as of the time it was generated.

And zoning for the Old Cheshire Planned Unit Development District expressly permits Residential Development, Commercial Uses, and Recreational Amenities & Facilities to serve the community.

ARTICLE 18 OLD CHESHIRE PLANNED UNIT DEVELOPMENT DISTRICT (OCPUD)

SECTION 18.01: PURPOSE
See Section 5.060 (Note: The Old Cheshire Planned Unit District was adopted on 6/28/04 as an overlay district defined by the boundaries attached herein.)

SECTION 18.02: PERMITTED USES
Land and buildings in the OCPUD DISTRICT shall be used only for the following purposes:



A.) Residential Development: Residential use in the form of single family detached dwellings, two family dwellings, and single family common wall attached dwellings, and multi-family dwellings developed in a unified manner in accordance with the approved Development Plan.

Multi-family dwelling units held back by the developer for lease shall not exceed 25% of the total number of multi-family dwelling units within the OCPUD development plan. All other units must be available for sale to individual owners. Multi-family developments zoned R-3 within the OCPUD designated area on the date of the adoption of this amendment may exceed the 25% rental amount and may add additional rental units if they have vacant land within their R-3 zoned area and can meet the standards of the OCPUD.

Maximum density is five units per net developable acre. All dwelling units constructed within this district shall contain the following minimum living area:

| | |
|-----------------------------|------------------|
| One (1) bedroom unit | 600 square feet |
| Two (2) bedroom unit | 700 square feet |
| Three or more bedroom units | 1000 square feet |

B.) Home Occupation: Home occupation in association with a permitted dwelling and in accordance with the provisions of Sections 24.15 and 24.16.

C.) Accessory Use: Accessory structures and uses in association with a permitted dwelling as defined in Article 4.

D.) Office Facilities: For the management function, including property sales, necessary to the development and operation of the area included in the OCPUD Development Plan.

E.) Other Facilities or Amenities: Including recreation facilities, provided for the use of the residents, provided they are an approved part of the Development Plan.

F.) Schools: Public and private schools offering general educational courses and having no rooms regularly used for housing or sleeping of students.

G.) Parks, Playgrounds and Playfields: Open to the public without fee.

H.) Religious Uses: Church or other place of worship provided it occupies a lot adequate for all structures, required setbacks, water supply, sewage disposal, and off-street parking.

I.) Commercial Uses: Within the OCPUD District the following commercial uses, according to their NAICS code number, developed in strict compliance with the approved development plan and standards, shall be permitted. The precise use or type of use of the tract shall be specified in the plan as submitted and approved.

Note: The NAICS code numbers are inclusive in ascending order. All 2-digit sector numbers listed in the left hand column below include, as permitted uses, all 3 to 6-digit numbers beginning with those two digits. All three digit codes include all 4 to 6-digit codes beginning with those three digits, and so on. If a specific 6-digit code is used, it refers to only one permitted use. For example, Code 52 means that any use listed in the 2002 NAICS code under Sector 52 (such as 52212 Savings Institutions) is permitted.

PRELIMINARY DEVELOPMENT PLAN REVIEW

Surveyed Gross Acreage: 10.9700 acres = 477,853.20 sf

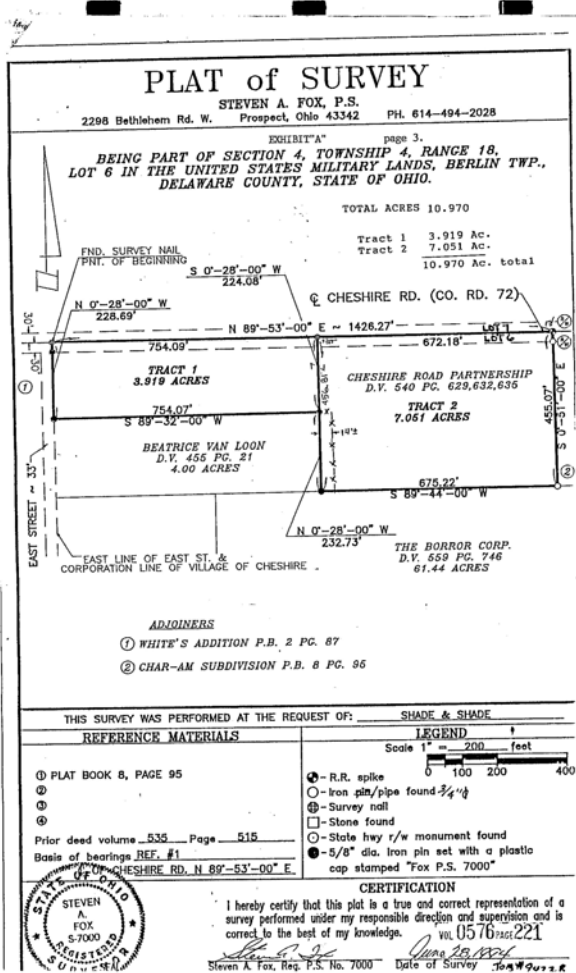
Deduct EPA Wetlands Acreage: 0.1400 acres = 6,098.40 sf

Gross Subdivision Acreage: 10.8300 acres = 471,754.80 sf

Deduct 15% of Gross Area: 1.6245 acres = 70,763.22 sf

Net Developable Acreage: 9.2055 acres = 400,991.58 sf

Dwelling Density: 5 du/acre = 46 max. permitted



1986 - 2023
37 years
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SHEET TITLE:
OCPUD - NET DENSITY

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-3

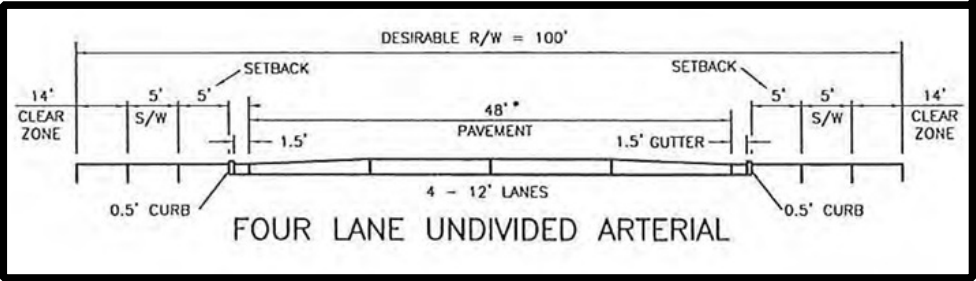
Figure 8.1 Road Classifications Map



COUNTY REQUIRES DEDICATED 100 FT R/W

BERLIN TOWNSHIP
COMPREHENSIVE PLAN

DELAWARE COUNTY
THOROUGHFARE PLAN



BOTH PLANS CLASSIFY CHESHIRE ROAD AS A MAJOR ARTERIAL. ALONG CHESHIRE ROAD, DELAWARE COUNTY IS NOW REQUIRING DEVELOPERS CEDE ADDITIONAL LANDS TO INCREASE THE CURRENT 30' R/W SETBACK TO A 50' R/W SETBACK. THIS 100' R/W ALLOWS FUTURE ROAD EXPANSION TO A 3-4 LANE UNDIVIDED ARTERIAL EVENTUALLY DELAWARE COUNTY WILL TAKE THE 100' R/W FROM ANY REMAINING UNDEVELOPED LANDS TO UPGRADE CHESHIRE ROAD WHEN DESIRED.

BOTH PLANS ACCEPT BUILDINGS SETBACK 10' FROM RIGHT-OF-WAY, WHICH IS SIMILAR TO OTHER DOWNTOWN AREAS LIKE CITY OF DELAWARE, SUNBURY, WESTERVILLE, GALENA, AND DUBLIN.

BELOW, THE 10' BUILDING SETBACK FROM FUTURE 100' R/W IS ALSO SHOWN FOR COMPARISON WITH EXISTING CHESHIRE VILLAGE BUILDINGS OF RECORD.

ALONG THE EASTERN & SOUTHERN BOUNDARIES 30' BUILDING & 8' PAVEMENT SETBACKS ARE SHOWN AS WELL.



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SHEET TITLE:
COUNTY RIGHT-OF-WAY
EXPANSION TO 100 FT

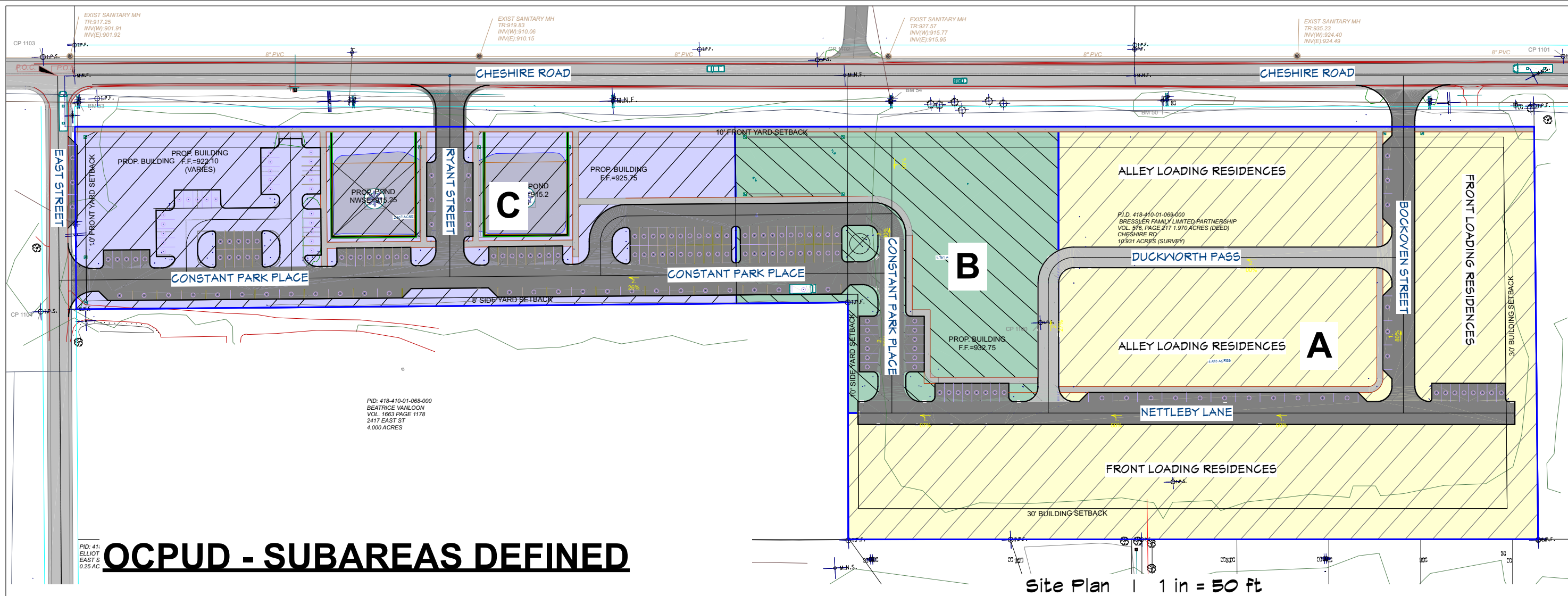
PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-4



OCPUD - SUBAREAS DEFINED

SUBAREA A - RESIDENTIAL AREA

- ONE, TWO & THREE FAMILY DWELLINGS
- PER THE RESIDENTIAL CODE OF OHIO (RCO)

SUBAREA B - COMMUNITY PARK AREA

- PLAYGROUND EQUIPMENT
- BOCCIE & BASKETBALL COURTS
- COMMUNITY POST OFFICE
- & HOA MEMBER AMENITIES & FACILITIES

SUBAREA C - MIXED USE RESIDENTIAL UNITS OVER COMMERCIAL BUILDINGS

- MULTI DWELLING UNITS OR HOTEL ROOMS OVER,
- NAICS PERMITTED COMMERCIAL SPACE
- USES LIMITED BY AVAILABLE PARKING
- BUILDINGS PER THE OHIO BUILDING CODE (OBC)

PRIVATE STREETS / 152 ON-STREET PARKING SPACES

| | PARALLEL | SINGLE 90° | TANDEM 90° |
|-----------------------|----------|------------|------------|
| ■ CONSTANT PARK PLACE | 26 | 33 | 54 |
| ■ RYANT STREET | 6 | -- | -- |
| ■ NETTLEBY LANE | 11 | 16 | -- |
| ■ DUCKWORTH PASS | -- | -- | -- |
| ■ BOCKOVEN STREET | 6 | -- | -- |

MIXED-USE BUILDINGS / 37 ADDITIONAL PARKING SPACES

| | PARALLEL | SINGLE 90° | PRIVATE GARAGE |
|-------------------|----------|------------|----------------|
| ■ EAST COMMERCIAL | -- | -- | 6 |
| ■ WEST COMMERCIAL | 3* | 20 | 8 |
| *ON EAST STREET | | | |

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37 years
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SHEET TITLE:
**OCPUD - NET SUBAREAS
& STREET PARKING**

PROJECT DESCRIPTION:
**CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021**

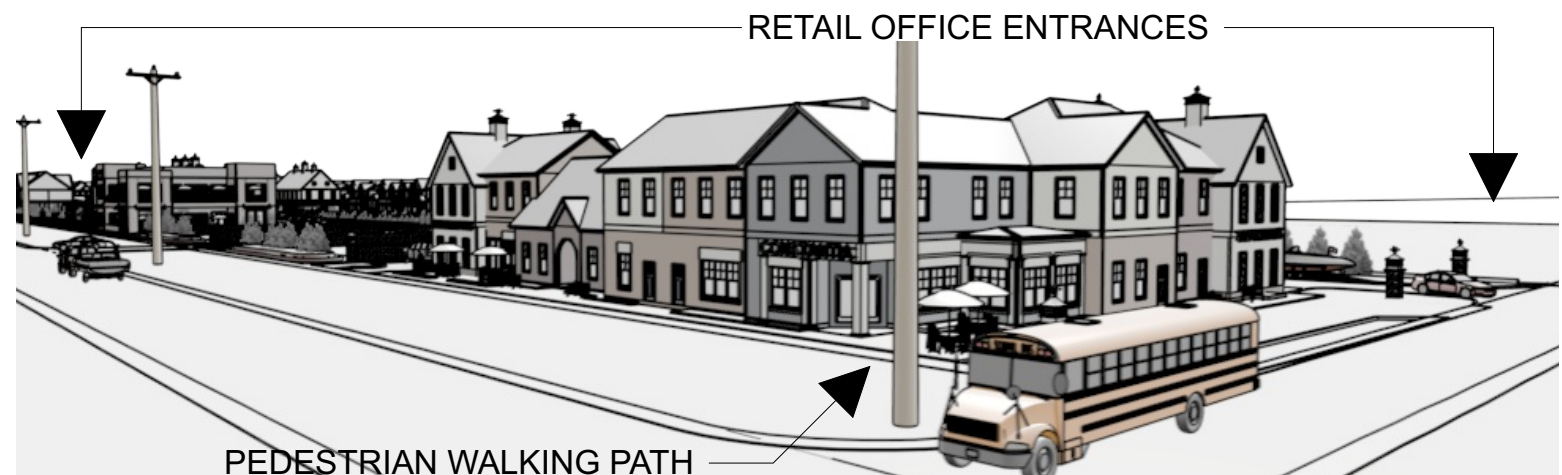
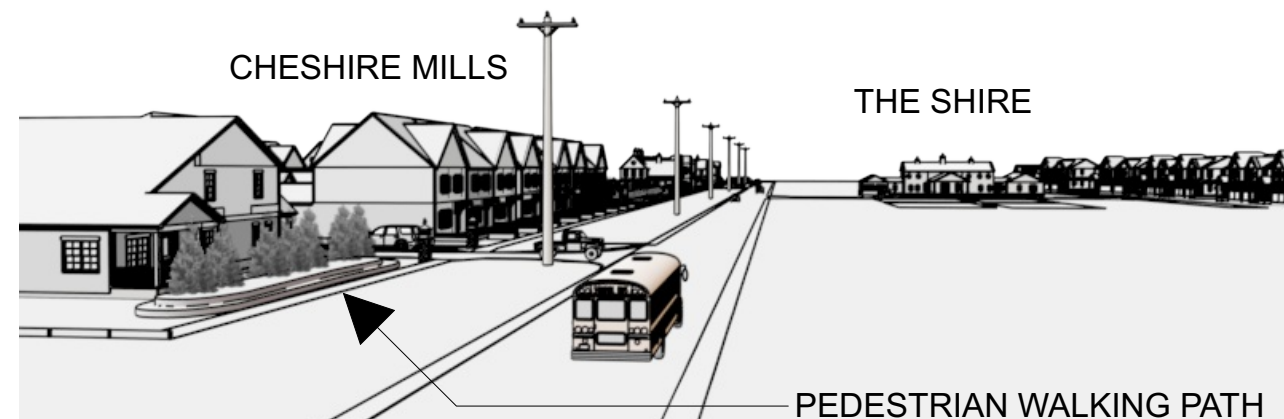
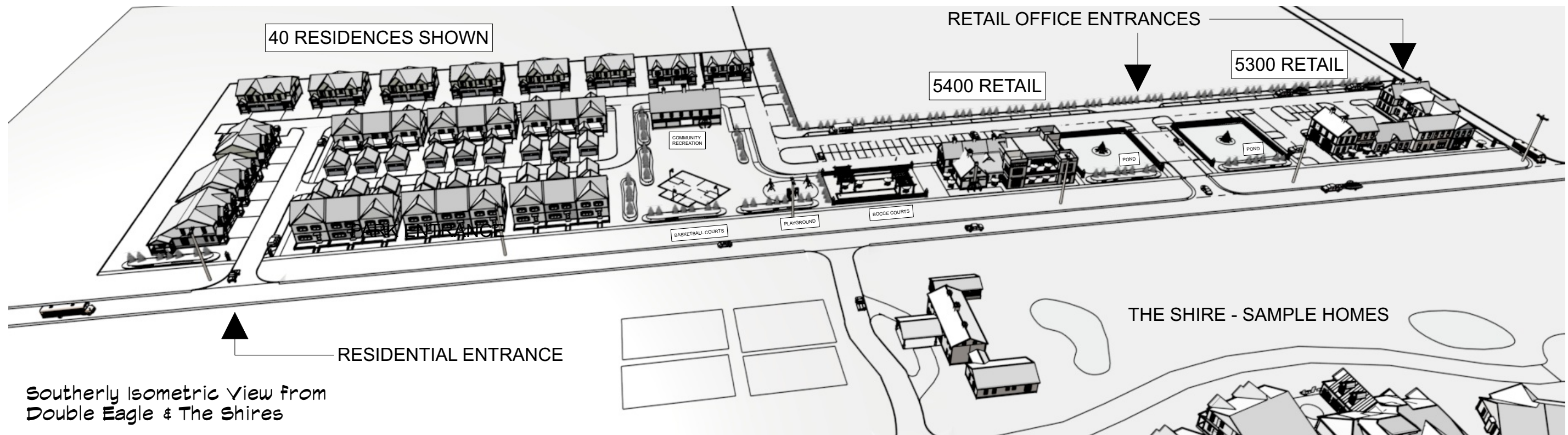
DRAWINGS PROVIDED BY:
**JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021**

DATE:
10/8/2023

SCALE:

SHEET:

A-5



Westerly View from
Double Eagle & FR-1 Lot 172

Easterly View across from
Corner of East Street & Cheshire Road

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37 years
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SHEET TITLE:
ISOMETRIC SAMPLE 40DU
& COMMERCIAL VIEWS

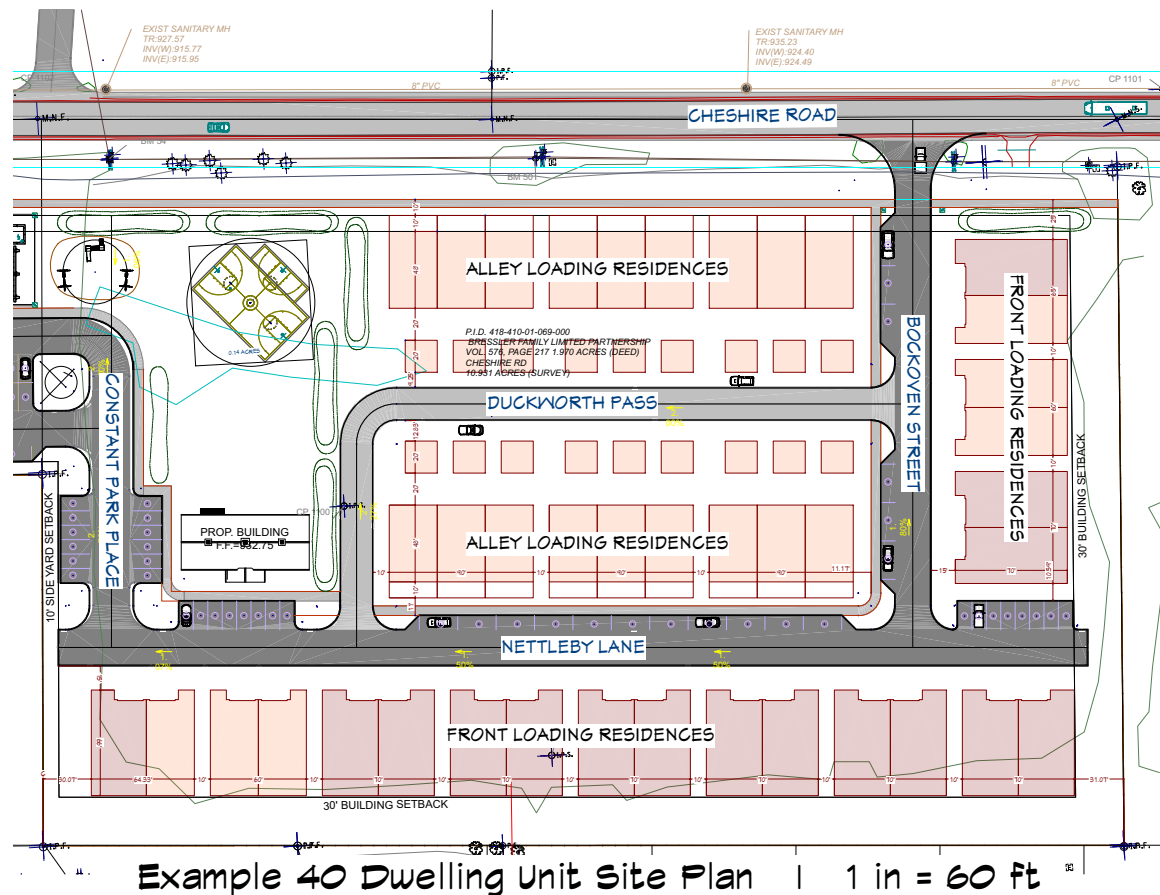
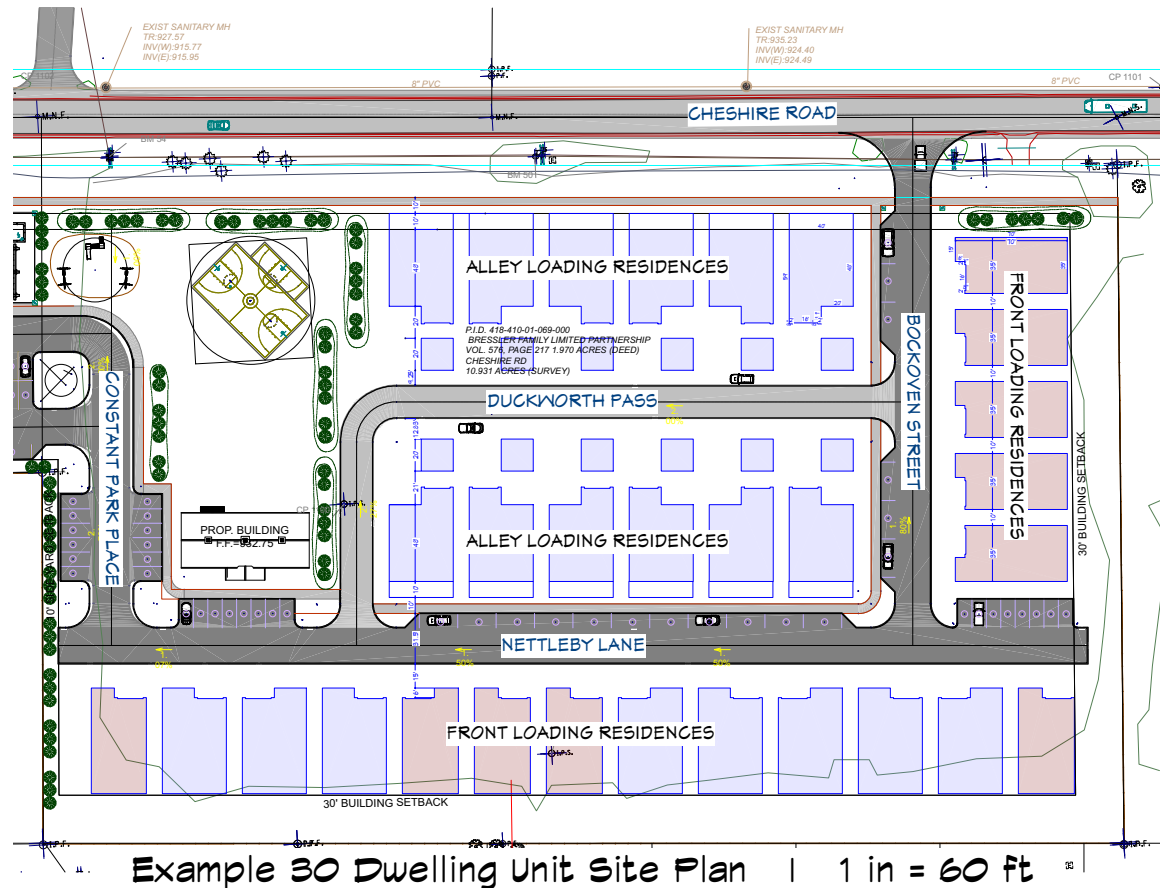
PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-6



SUBAREA A - RESIDENTIAL SETBACKS

- ALLEY LOAD GARAGE RESIDENCES (MIN. 3 PARKING SPACES / DU)**
- 10' FRONT PORCH / COURTYARD SETBACK FROM CURB OR R/W
 - 20' BUILDING FRONT SETBACK FROM CURB OR R/W
 - 11' BUILDING REAR SETBACK FROM DUCKWORTH PASS

- FRONT LOAD GARAGE RESIDENCES (MIN. 4 PARKING SPACES / DU)**
- 15' FRONT PORCH / BUILDING SETBACK FROM CURB
 - 21' GARAGE BUILDING SETBACK FROM CURB OR R/W
 - 11' BUILDING REAR SETBACK FROM DUCKWORTH PASS

30 DWELLING UNITS

30 SINGLE-FAMILY DU

- 141 PARKING SPACES PROVIDED
- 36 ALLEY LOAD SPACES
- 72 FRONT LOAD SPACES
- 33 ON-STREET SPACES**

36 DWELLING UNITS

18 SINGLE-FAMILY DU 18 TRIPLEX STYLE DU

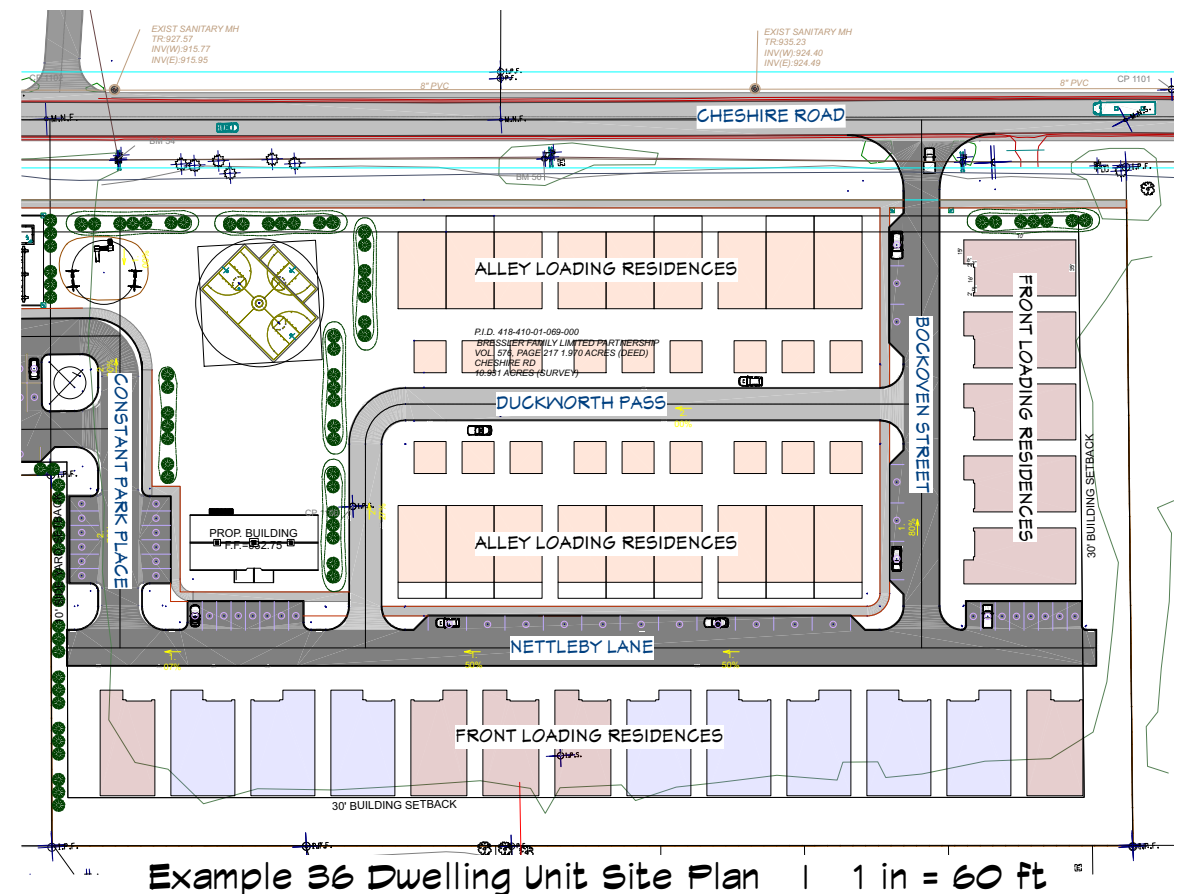
- 159 PARKING SPACES PROVIDED
- 54 ALLEY LOAD SPACES
- 72 FRONT LOAD SPACES
- 33 ON-STREET SPACES**

40 DWELLING UNITS

22 DUPLEX STYLE DU 18 TRIPLEX STYLE DU

- 175 PARKING SPACES PROVIDED
- 54 ALLEY LOAD SPACES
- 88 FRONT LOAD SPACES
- 33 ON-STREET SPACES**

** - ALONG NETTLEBY LANE & BUCKOVEN STREET



1986 - 2023
37 years

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SHEET TITLE:
**SUBAREA A -
RESIDENTIAL OPTIONS**

PROJECT DESCRIPTION:
**CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021**

DRAWINGS PROVIDED BY:
**JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021**

DATE:
10/8/2023

SCALE:

SHEET:
A-7



Cheshire Mills

Single Family Cottages

30 Foot - 40 Foot Wide Samples
Single Configurations Shown



- 2 Car Garage
Covered Porch
- 3 Bedrooms
Vaulted Ceilings
- Opt. Basements
Open Lofts

FLEXIBLE DESIGNS

Allow a Variety of
Exterior Elevations

Are Easily Enhanced w/
Brick or Stone Masonry
& Architectural Elements

Custom Designed to Match
Final Development Text



Architectural Elements
Craftsman Trusses

Modified Above Plan
Adding a 2nd Floor



Privacy Elements
Recessed Porches



Upgrade Elevations
35% Masonry/Stone

Architectural Elements
Cornices & Columns



1986 - 2023
37 years

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O.R.C. § 2505.31

SHEET TITLE:
SINGLE-FAMILY
CONCEPTS

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:

10/8/2023

SCALE:

SHEET:

A-8



DUPLEX GROUPS

Cheshire Mills

Duplex & Triplex Cottages

Single-Family Concepts Join
to Create Two- or Three-
Family Dwellings

EXTERIOR ELEVATIONS -
Enhanced with Masonry &
Architectural Elements to
Match Development Text



BENTON COMMONS CONDOMINIUMS

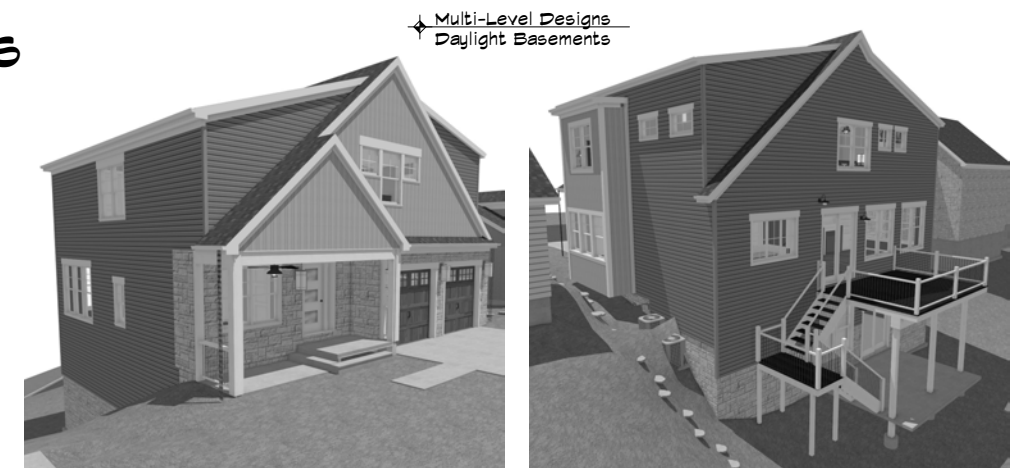
a Westerville Community Designed
by JiAngelo for Bella Vita III, LLC
Completed August, 2021

TRIPLEX CONFIGURATION



EGRESS LOTS

Designs Tailored
to Overcome
Topographical
Challenges



ALLEY LOADING CONCEPTS

Example of
Courtyard Dwellings
Fronting Both
Cheshire Road &
Nettleby Lane

Front Courtyards
Private Walkway

Alley Loading Garage
on Duckworth Pass

Rear Porches
Paver Patios

Opt. Attic Areas
& Elevator Access



Village Post Office

- Clustered mailboxes protected from elements
- Similar to Evan's Farm community in Lewis Center
- May include covered porch, amenities & other facilities

1986 - 2023
37
years

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SHEET TITLE:
MULTI-FAMILY CONCEPTS

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

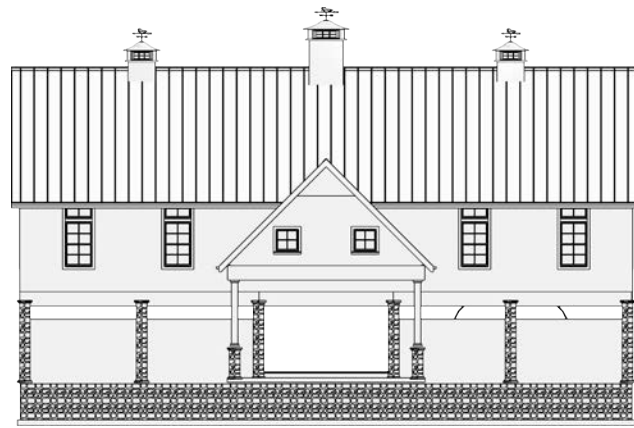
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10/8/2023

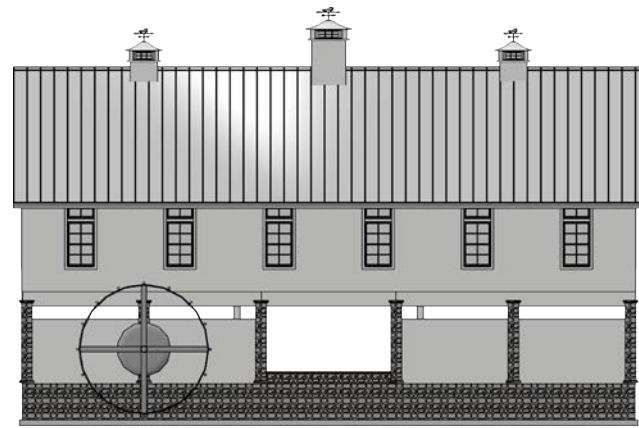
SCALE:

SHEET:

A-9



Exterior Elevation Front



Exterior Elevation Back



Exterior Elevation Right

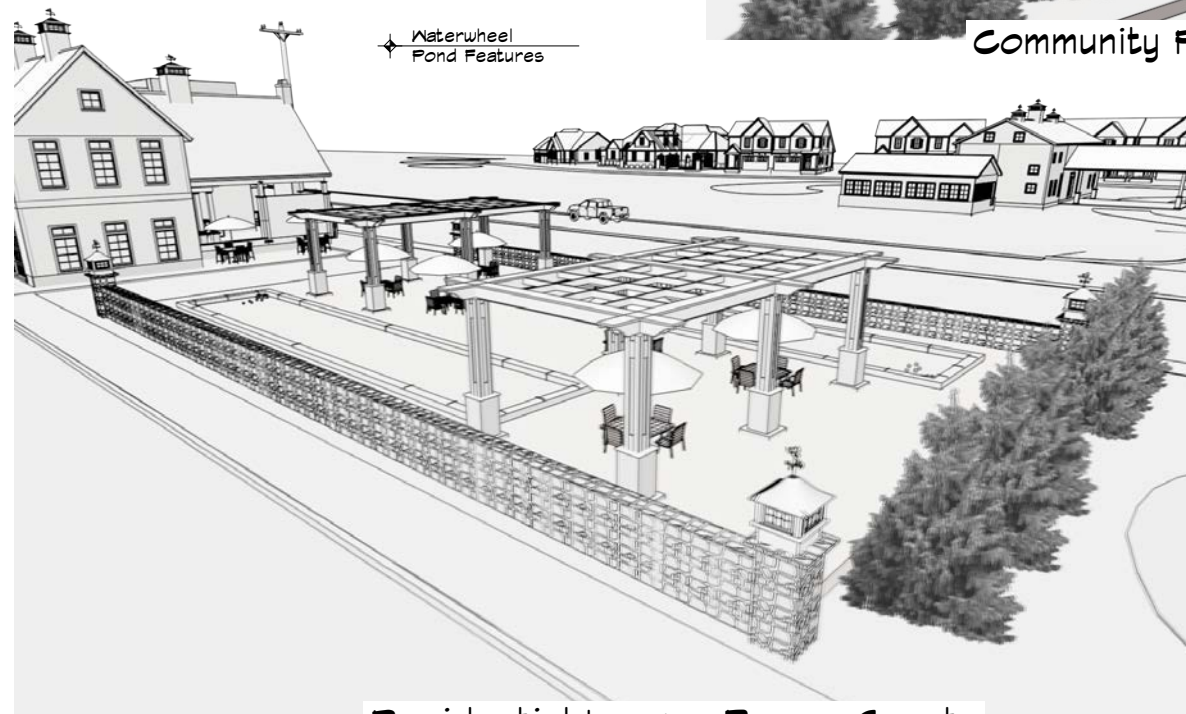


Cheshire Mills

Amenities & Facilities in Constant Park

70 Foot x 30 Foot Barns
2 Story Configuration Shown

- ◆ Open Main Level
Picnic / Gatherings
- ◆ Upper Level
Recreation Space
- ◆ Waterwheel
Pond Features



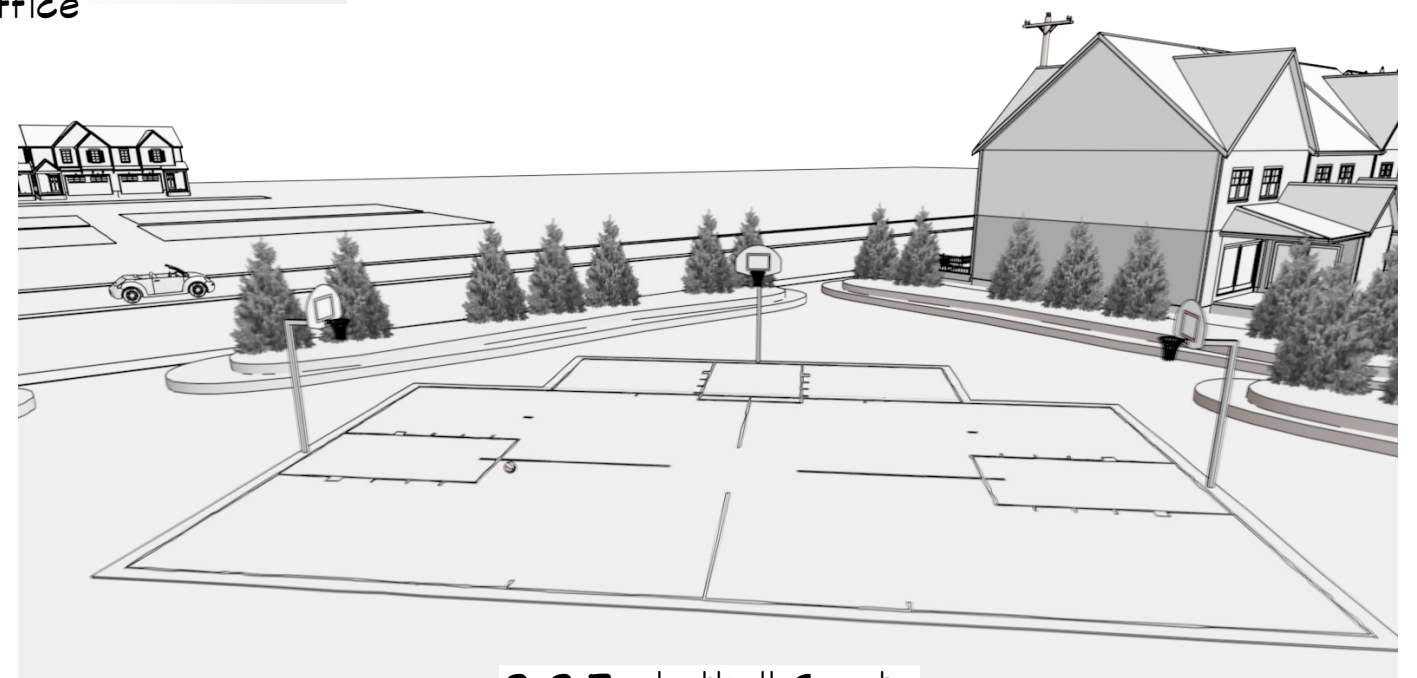
Residential League Bocce Courts



Community Pavilion / Post Office



Playground



3x3 Basketball Courts

1986 - 2023
37
years

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SHEET TITLE:
SUBAREA B -
RECREATIONAL
CONCEPTS

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

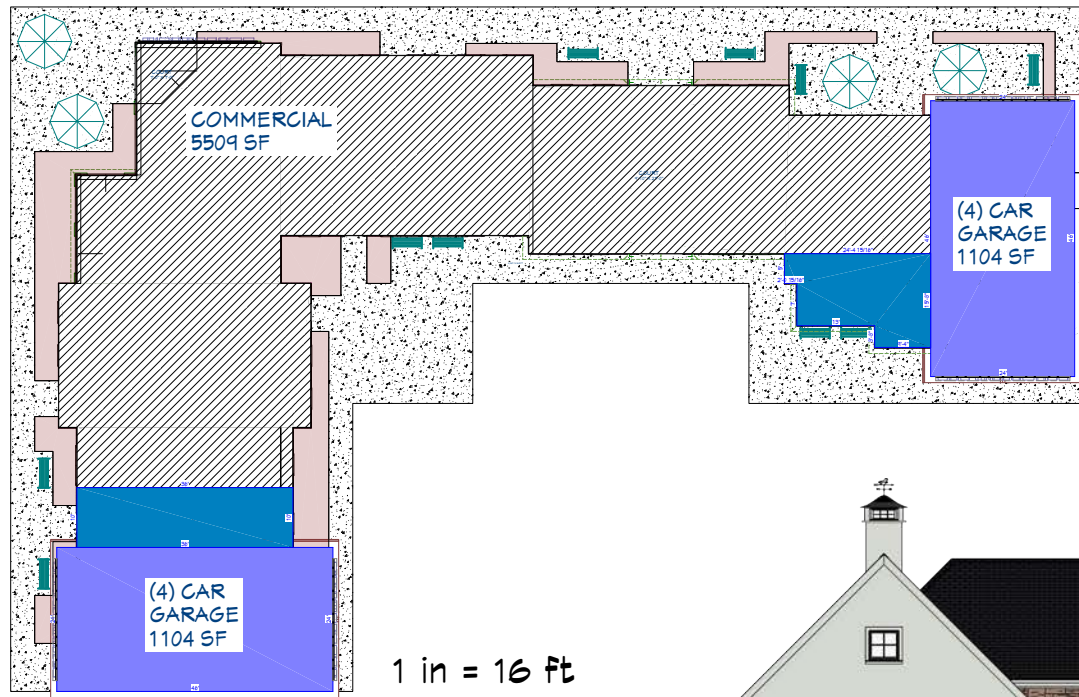
DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:

A-10



Exterior Elevation Right
1 in = 8 ft



Exterior Elevation Front
1 in = 8 ft



Exterior Elevation Left
1 in = 10 ft



Exterior Elevation Rear
1 in = 10 ft

Cheshire Mills

Western Mixed Use Buildings

180 Foot x 120 Foot Wide
Joined Configuration Shown

- ◆ Main Level
Retail Shops
- ◆ Upper Level
Hotel/ Lodgings
- ◆ Rear Parking
Front Patios

FLEXIBLE DESIGNS
Village Style Joined
Exterior Elevations

Private Garages for
Guests/ Travelers

Are Easily Enhanced w/
Brick or Stone Masonry
& Architectural Elements

Custom Designed to Match
Final Development Text

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SHEET TITLE:
SUBAREA C -
COMMERCIAL WEST

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

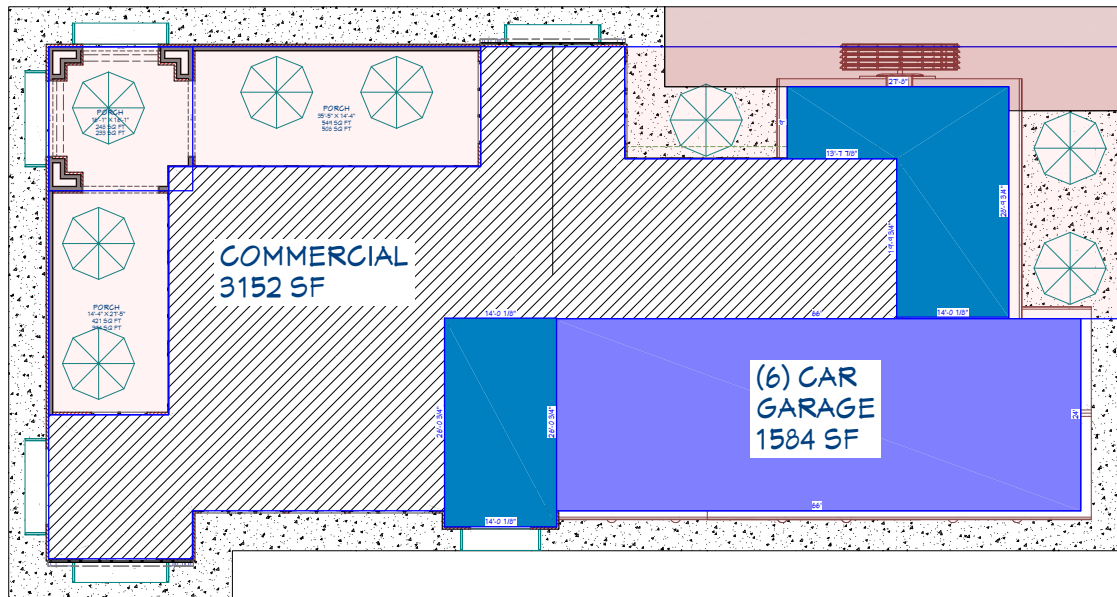
DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-11

1986 - 2023
37
years



Cheshire Mills

Eastern Mixed Use Buildings

140 Foot x 70 Foot Wide
Joined Configuration Shown

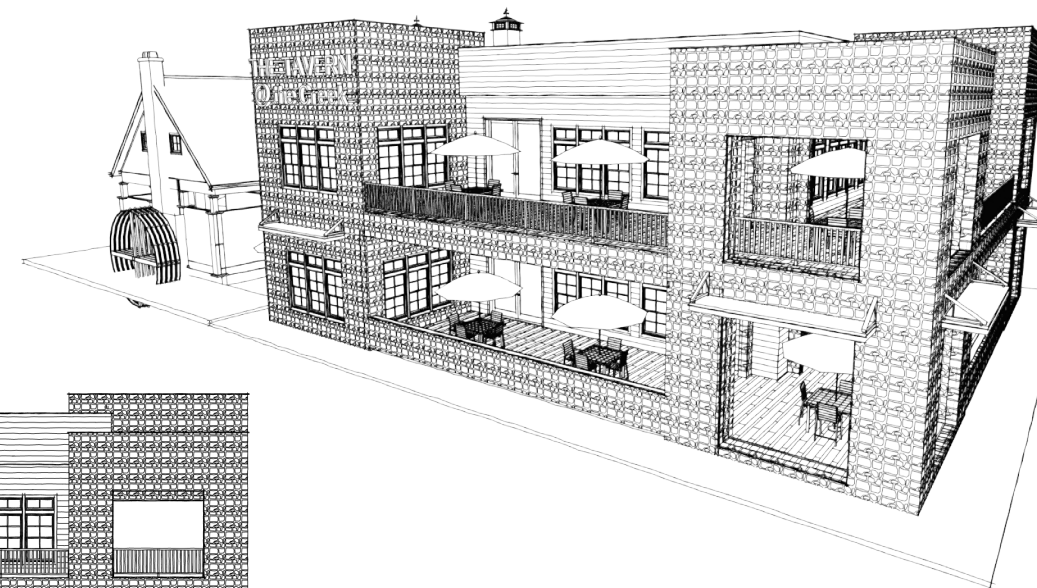
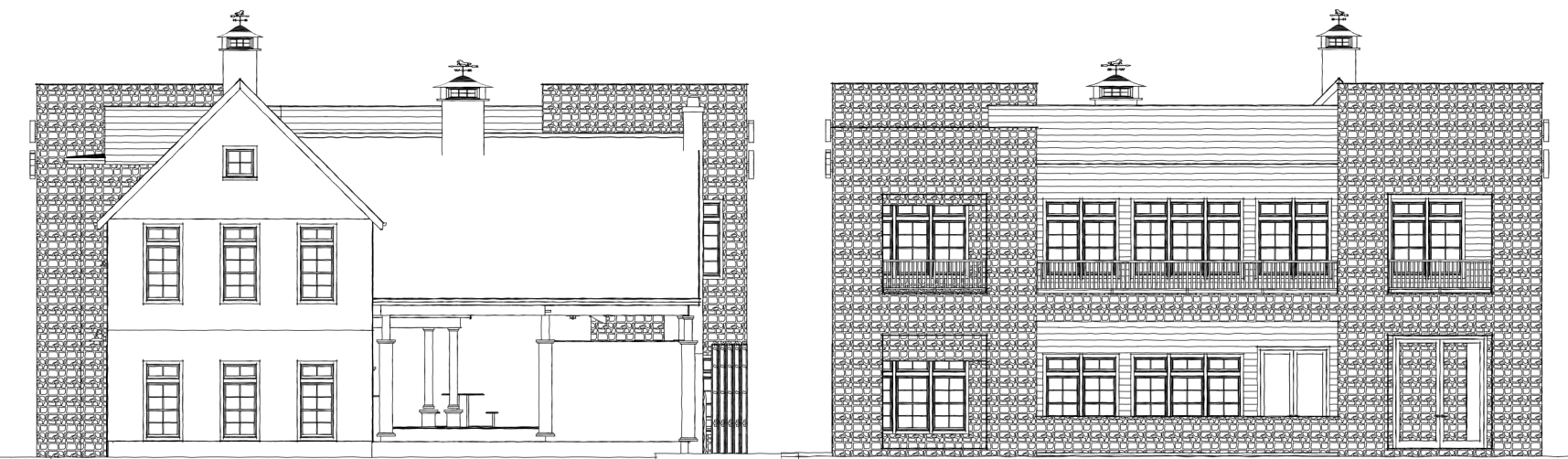
- Main Level
Retail Shops
- Upper Level
Retail/ Hotel Lodge
- Rear Parking
Elevated Patios

FLEXIBLE DESIGNS
Contemporary & Village Style
Joined Exterior Elevations

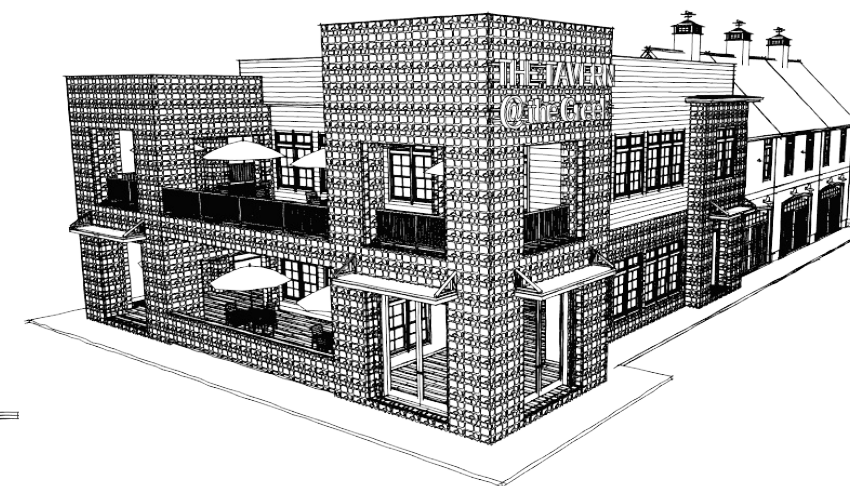
Private Garages for
Guests/ Travelers

Are Easily Enhanced w/
Brick or Stone Masonry
& Architectural Elements

Custom Designed to Match
Final Development Text



ISO Front Right



ISO Rear Left

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SHEET TITLE:
SUBAREA C -
COMMERCIAL EAST

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:

A-12

REQUEST FOR APPROVAL

ROOFING:
CertainTeed
Landmark 30 yr
Dimensional Shingle

CertainTeed Ridge
Vent 12" Filtered

COLOR:
Match Similar



REQUEST FOR APPROVAL

FOUNDATIONS &
FRONT ELEVATIONS:

EXPOSED BRICK

Belden Gray Bricks
Hamilton Blend

COLOR:
C216 - Sanded Rustic
or Match Similar



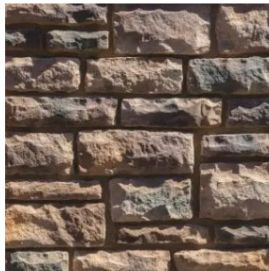
CULTURED STONE

Dutch Quality Stone
Hand-Chiseled Limestone

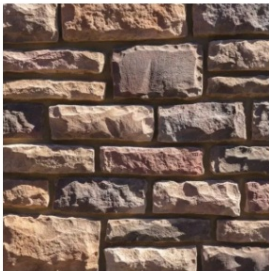
COLOR:
Autumn Blend Limestone
or Match Similar



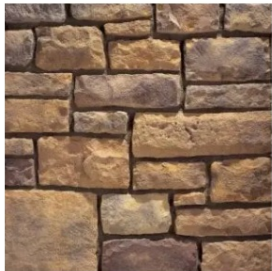
Autumn Blend Limestone



Pennsylvania Limestone



Cypress Limestone



Shilo Limestone



STONEGATE



NELSON FARMS



OLENTANGY FALLS



REQUEST FOR APPROVAL

EXTERIOR TRIM

LP SmartSide Products

1x6 Trim & Fascia



Soffit Panels



BELDEN SERIES

Lap Siding



Vertical Panels

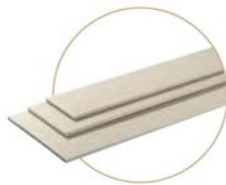


COLORS & TEXTURES:
Match Similar

Smooth Lap

A Traditional, Subtle Look

- Traditional look that accentuates the architectural features of any home
- Smooth finish for a clean appearance
- Pre-primed for exceptional paint adhesion
- 16' length can result in faster installation and fewer seams
- Treated engineered wood fiber substrate

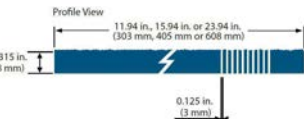
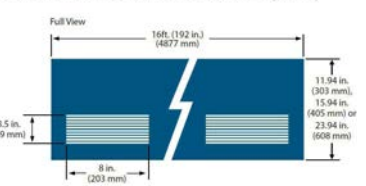


76 Series Smooth Lap (fiber)



| DESCRIPTION | LENGTH | ACTUAL WIDTH | ACTUAL THICKNESS | PID NUMBER |
|------------------------------|-----------------|--------------------|-------------------|------------|
| 76 Series Smooth Lap (fiber) | 16ft. (192 in.) | 5.84 in. (148 mm) | 0.375 in. (10 mm) | 25919 |
| | 16ft. (192 in.) | 7.84 in. (199 mm) | 0.375 in. (10 mm) | 25920 |
| | 16ft. (192 in.) | 11.84 in. (301 mm) | 0.375 in. (10 mm) | 25921 |

38 Series Vented Cedar Soffit - Cut-to-Width (strand)



GARAGE DOORS:

16' Clopay Gallery Collection
Design Long Panel
Black Iron Straps & Handles

RELIEF DETAILS

1x6 lentil w/ 1x2 cap
1x4 side casings



EXTERIOR LIGHTING:

Progress Lighting Format Collection
1-Light Outdoor Black Wall Lantern

QUANTITY: 2

MODEL # P6063-31

SIZE: 7-3/8" W x 11-5/8" H x 3-3/4" D



ENTRY DOOR:

ThermaTru Classic-Craft
American Style Collection
Douglas Fir
wood grain fiberglass

Door - CCA220-SDL

Transom - 19200T-SDL

RELIEF DETAILS

1x6 lentil w/ 1x2 cap
1x4 side casings
1x8 step kickplate



EXTERIOR LIGHTING:

Progress Lighting
Format Collection
1-Light Outdoor Black
Wall Lantern

QUANTITY: 1

MODEL # P6063-31

SIZE: 7-3/8" W x 11-5/8" H x 3-3/4" D



SERVICE DOORS:

ThermaTru Classic-Craft
American Style Collection
Douglas Fir
wood grain fiberglass

Door - CCA220-SDL

RELIEF DETAILS

1x6 lentil w/ 1x2 cap
1x4 side casings
1x8 step kickplate



EXTERIOR LIGHTING:

Progress Lighting
Format Collection
1-Light Outdoor Black
Wall Lantern

QUANTITY: 2

LOCATIONS:

- (1) GARAGE
- (1) REAR PORCH

MODEL # P6062-31

SIZE: 5-7/8" W x 7-5/8" H x 2-3/8" D



WINDOWS & PATIO DOOR

SilverLine by Andersen
3000 Series
Double Hung Brickmold
Single Grid Grille Pattern
Simulated Divided Lite
Carrera Marble Interior Sills



DOUBLE-HUNG WINDOWS

Silver Line® 3000 Series double-hung windows are designed with classic architectural details to create an attractive, energy-efficient window. This window is available in a vast selection of styles and sizes, making it an ideal choice for almost any home. Impact resistant windows are available in coastal areas.

FEATURES

- Fusion-welded, heavy-duty vinyl for low-maintenance convenience and durability
- True sloped sill design offers greater resistance to water leakage
- Integral "J" channel for siding applications
- Continuous head and sill on all twin and triple windows
- Block & tackle balance system makes the window easy to open and close
- Tilt-in top and bottom sash offer easy cleaning from the inside
- Vent latches, installed in the top sash, allow for partial ventilation through the bottom sash
- Wide selection of coordinating picture and shape windows
- Limited lifetime warranty*

ENERGY EFFICIENT

- Weatherstripping is designed to help seal out wind and water
- Interlocking sash helps create a weathertight seal against drafts
- Many 3000 Series double-hung windows have options that make them ENERGY STAR® v. 6.0 certified throughout the U.S.



BEAUTIFUL

- Colonial brick mold design adds a touch of classic style to your home
- Three exterior color options
- White or beige interior color options
- Add style with a choice of many grille patterns

COLORS



FINISHING ACCESSORIES

- Clear pine extension jambs for 2x4 or 2x6 frame construction
- Primed wood extension jambs for 2x4 or 2x6 frame construction
- Drywall channel for 1/2" or 3/4" drywall. Drywall not included.

HARDWARE

Color-coordinated lock & keeper are standard.



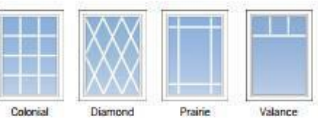
GRILLE TYPES

Choose from flat or contour grilles-between-the-glass or Simulated Divided Lites (SDLs).



GRILLE PATTERNS

Choose from a variety of grille patterns. Additional patterns available.



LIMITED LIFETIME WARRANTY

You can trust that we stand behind every window that displays the Silver Line logo. Backed by a Limited Lifetime Warranty, these windows offer you peace of mind. As a leader in the window industry, we will be here for you today, tomorrow and into the future. Visit www.silverlinewindows.com for warranty details.

1986 - 2023
37 years
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O.R.C. § 2305.31

SHEET TITLE:
EXTERIOR FIXTURES
EXAMPLES

PROJECT DESCRIPTION:
CHESHIRE MILLS
CHESHIRE ROAD
GALENA, OHIO 43021

DRAWINGS PROVIDED BY:
JiAngelo Builders LLC
7034 AFRICA ROAD
GALENA, OH 43021

DATE:
10/8/2023

SCALE:

SHEET:
A-14

PLOT SCALE: 1"=100' DATE: 10/9/23 - 2:16 PM EDITED BY: MURPHY DRAWING FILE: C:\2023\010520\0520\ DRAWINGS\CIVIL\CONSTRUCTION DOCUMENTS\FINAL DEVELOPMENT PLAN\2023 01052 EC.DWG

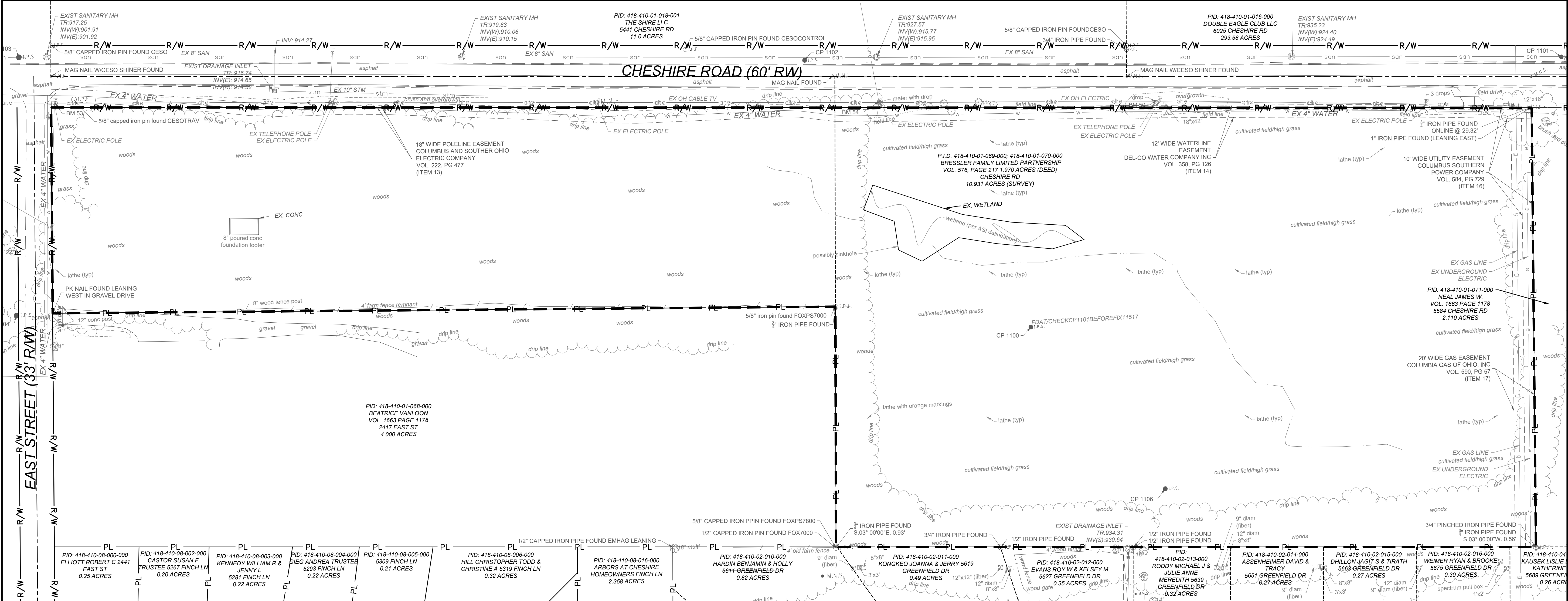


EXHIBIT "A" - LEGAL DESCRIPTION

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE TOWNSHIP OF BERLIN, COUNTY OF DELAWARE, STATE OF OHIO

PARCEL ONE:
BEING PART OF LOT 6 IN SECTION 4, TOWNSHIP 4 RANGE 18, IN THE UNITED STATES MILITARY LANDS, AND BEING THE SAME 4 ACRE TRACT OF LAND, FORMERLY OWNED BY CHESHIRE ROAD PARTNERSHIP, DEED VOL. 540, PAGES 629, 632, 635, BERLIN TOWNSHIP, DELAWARE COUNTY, STATE OF OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING SURVEY NAIL LOCATED AT THE INTERSECTION OF THE EAST LINE OF EAST STREET (33 FT. WIDE) AND EAST CORPORATION LINE OF THE VILLAGE OF CHESHIRE WITH THE CENTERLINE OF COUNTY ROAD 72 (CHESHIRE RD.) AND NORTH LINE OF LOT 6, SAID POINT BEING THE NORTHWEST CORNER OF HEREINAFTER DESCRIBED 3.919 ACRE TRACT;

THENCE ALONG THE CENTERLINE OF COUNTY ROAD 72 AND NORTH LINE OF LOT 6 NORTH 89 DEG. 53 MIN. 00 SEC. EAST FOR A DISTANCE OF 754.09 FEET TO A SURVEY NAIL SET;

THENCE SOUTH 00 DEG. 28 MIN. 00 SEC. WEST FOR A DISTANCE OF 224.08 FEET TO AN IRON PIN SET, AT THE NORTHEAST CORNER OF A 4.00 ACRE TRACT OF LAND, NOW OR FORMERLY OWNED BY BEATRICE VAN LOON, DEED VOL. 455, PAGE 21;

THENCE ALONG THE NORTH LINE OF SAID VAN LOON TRACT AND GRANTO'S SOUTH LINE SOUTH 89 DEG. 32 MIN. 00 SEC. WEST FOR A DISTANCE OF 754.07 FEET TO AN IRON PIN SET ON THE EAST LINE OF EAST STREET AND EAST CORPORATION LINE OF THE VILLAGE OF CHESHIRE;

THENCE ALONG SAID LINE NORTH 00 DEG. 28 MIN. 00 SEC. WEST FOR A DISTANCE OF 228.69 FEET TO A SURVEY NAIL FOUND ON THE CENTERLINE OF COUNTY ROAD 72 (PASSING OVER AN IRON PIN SET AT A DISTANCE OF 196.69 FEET) AND THE PLACE OF BEGINNING.

CONTAINING 3.919 ACRES, MORE OR LESS, AND SUBJECT TO LEGAL HIGHWAYS, EASEMENTS, RESTRICTIONS AND AGREEMENTS OF RECORD. THIS DESCRIPTION PREPARED FROM A SURVEY PERFORMED BY STEVEN A. FOX, REGISTERED PROFESSIONAL SURVEYOR 7000, AND DATED JUNE 28, 1994. ALL 5/8 INCH DIA. IRON PINS SET HAVE A PLASTIC IDENTITY CAP WITH THE INSCRIPTION "FOX P.S. 7000."

BASIS OF BEARINGS, PLAT BOOK 8, PAGE 95, CENTERLINE C.R. 72 NORTH 89 DEG. 53 MIN. 00. EAST.

PARCEL TWO:
BEING PART OF LOT 6 IN SECTION 4, TOWNSHIP 4, RANGE 18, IN THE UNITED STATES MILITARY LANDS, AND BEING THE SAME 7 ACRE TRACT OF LAND, NOW AND FORMERLY OWNED BY CHESHIRE ROAD PARTNERSHIP, DEED VOL. 540, PAGES 629, 632, 635, BERLIN TOWNSHIP,

DELAWARE COUNTY, STATE OF OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING SURVEY NAIL LOCATED AT THE INTERSECTION OF THE EAST LINE OF EAST STREET (33 FT. WIDE) AND EAST CORPORATION LINE OF THE VILLAGE OF CHESHIRE WITH THE CENTERLINE OF COUNTY ROAD 72 (CHESHIRE RD.) AND NORTH LINE OF LOT 6;

THENCE ALONG THE CENTERLINE OF COUNTY ROAD 72 AND NORTH LINE OF LOT 6 NORTH 89 DEG. 53 MIN. 00 SEC. EAST FOR A DISTANCE OF 754.09 FEET TO A SURVEY NAIL SET AT THE NORTHWEST CORNER OF HEREINAFTER DESCRIBED 7.051 ACRE TRACT AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE CENTERLINE OF COUNTY ROAD 72 AND NORTH LINE OF LOT 6 NORTH 89 DEG. 53 MIN. 00 SEC. EAST FOR A DISTANCE OF 672.18 FEET TO A RAILROAD SPIKE FOUND AT GRANTOR'S NORTHEAST CORNER, SAID POINT BEING THE NORTHWEST CORNER OF CHAR-AM SUBDIVISION, PLAT BOOK 8, PAGE 95;

THENCE ALONG GRANTOR'S EAST LINE AND WEST LINE OF SAID SUBDIVISION, SOUTH 00 DEG. 51 MIN. 00 SEC. EAST FOR A DISTANCE OF 455.07 FEET TO A 3/4 INCH DIA. IRON PIPE FOUND AT GRANTOR'S SOUTHEAST CORNER (PASSING OVER A 3/4 INCH DIA. IRON PIPE FOUND AT A DISTANCE OF 30.00 FEET).

THENCE ALONG GRANTOR'S SOUTH LINE SOUTH 89 DEG. 44 MIN. 00 SEC. WEST FOR A DISTANCE OF 675.22 FEET TO AN IRON PIN SET AT THE SOUTHEAST CORNER OF A 4.00 ACRE TRACT OF LAND NOW OR FORMERLY OWNED BY BEATRICE VAN LOON, DEED VOL. 455, PAGE 21;

THENCE NORTH 00 DEG. 28 MIN. 00 SEC. WEST FOR A DISTANCE OF 456.81 FEET TO A SURVEY NAIL SET ON THE CENTERLINE OF COUNTY ROAD 72 AND NORTH LINE OF LOT 6 (PASSING OVER AN IRON PIN SET AT A DISTANCE OF 232.73 FEET) AND THE PLACE OF BEGINNING.

CONTAINING 7.051 ACRES, MORE OR LESS, AND SUBJECT TO LEGAL HIGHWAYS, EASEMENTS, RESTRICTIONS AND AGREEMENTS OF RECORD. THIS DESCRIPTION PREPARED FROM A SURVEY PERFORMED BY STEVEN A. FOX, REGISTERED PROFESSIONAL SURVEYOR 7000, AND DATED JUNE 28, 1994. ALL 5/8 INCH DIA. IRON PINS SET HAVE A PLASTIC IDENTITY CAP WITH THE INSCRIPTION "FOX P.S. 7000."

BASIS OF BEARINGS, PLAT BOOK 8, PAGE 95, CENTERLINE C.R. 72 NORTH 89 DEG. 53 MIN. 00 SEC. EAST.

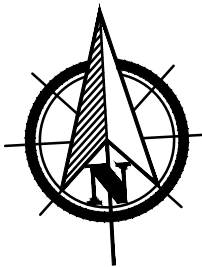
COMMONLY KNOWN AS: 3.919 ACRES CHESHIRE ROAD, GALENA, OH 43021, 7.051 ACRES CHESHIRE ROAD, GALENA, OH 43021 THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED HEREIN ARE PROVIDED FOR INFORMATIONAL PURPOSES.

EXISTING SYMBOLS LEGEND

| | | | |
|--|-----------------------|--|------------------------|
| | BUSH | | MAG NAIL FOUND |
| | CURB INLET | | MAG NAIL SET |
| | DRAINAGE INLET ROUND | | MAILBOX |
| | DRAINAGE INLET SQUARE | | POWER & TELEPHONE POLE |
| | ELECTRIC BOX | | POWER POLE |
| | ELECTRIC METER | | SANITARY MANHOLE |
| | ELECTRIC TRANSFORMER | | SIGN |
| | IRON PIN & CAP FOUND | | TELEPHONE PEDESTAL |
| | IRON PIN FOUND | | TELEPHONE POLE |
| | IRON PIN SET | | TREE |
| | IRON PIPE SET | | UNKNOWN POLE |
| | IRON PIPE SET | | WATER VALVE |

EXISTING LEGEND

| | |
|--|--------------------|
| | PROPERTY LINE |
| | RIGHT-OF-WAY |
| | PAVEMENT/ SIDEWALK |
| | PAVEMENT STRIPING |
| | CURB |
| | ROAD CENTERLINE |
| | TREE DRIP LINE |
| | FENCE |
| | STREAM |
| | STORM SEWER |
| | SANITARY SEWER |
| | WATER LINE |
| | OVERHEAD ELECTRIC |
| | CABLE TELEVISION |



FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO
EXISTING CONDITIONS
PLAN

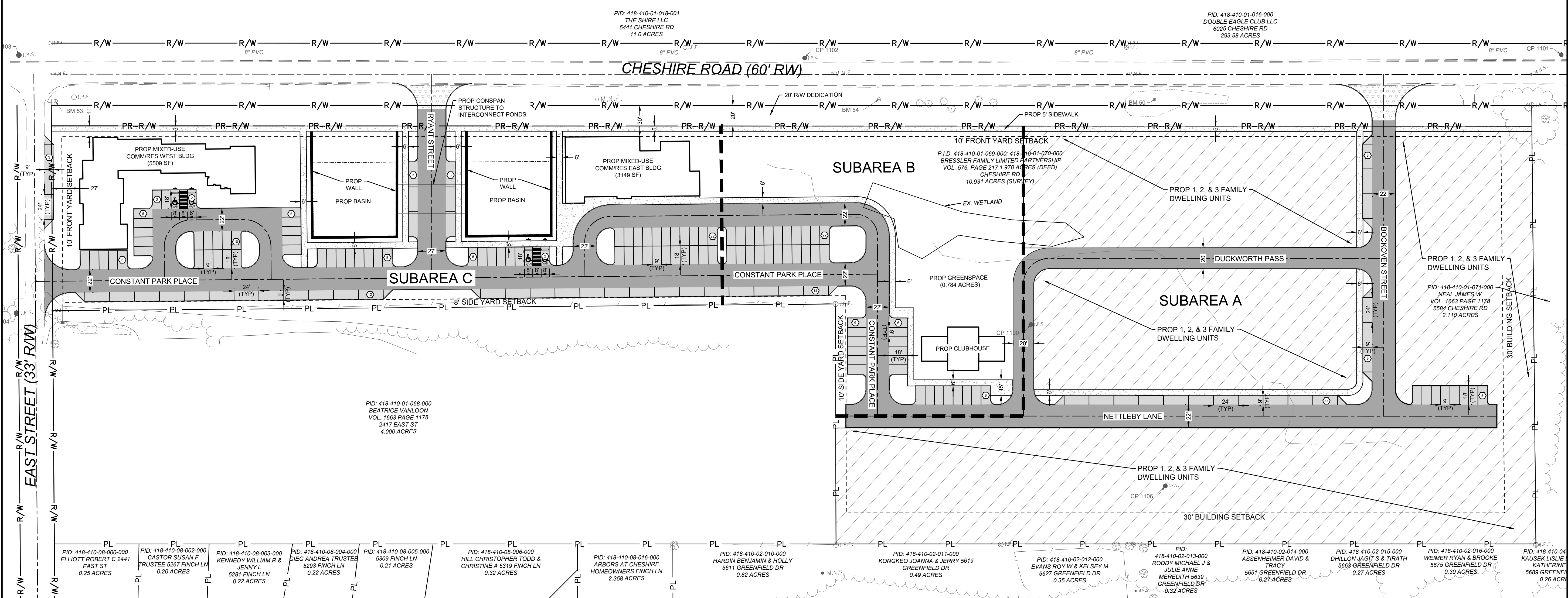
| REVISIONS | DATE | SHEET NO. | DESCRIPTION |
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APPROVAL PENDING NOT FOR CONSTRUCTION
IN SUBMITTING BIDS IN RELIANCE ON THESE PLANS THE CONTRACTOR ASSUMES ALL RISKS OF ADDITIONAL COSTS OR REVISIONS DUE TO REQUIREMENTS OF THE OWNER OR GOVERNMENTAL AUTHORITIES AND MATERIAL REVISIONS IN THE COURSE OF COMPLETING THE FINAL DESIGN.

| | |
|-------------|------------|
| DATE: | 10/5/2023 |
| DRAWN BY: | HPM |
| CHECKED BY: | GPB |
| JOB NUMBER: | 2023.01052 |

C100

PLOT SCALE: 1"=100' DATE: 10/9/23 3:21 PM EDITED BY: HMURPHY DRAWING FILE: C:\2023\010520\0520.DRAWING\SS\CONSTRUCTION DOCUMENTS\FINAL DEVELOPMENT PLAN\2023 01052 SP.DWG



SITE DATA

ZONING:

PROPERTY OWNER: BRESSLER FAMILY LIMITED PARTNERSHIP
PARCEL ID: 418-410-01-070-000; 418-410-01-069-000
PROPOSED USE: MIXED-USE
SITE ACREAGE: 10.93
EXISTING ZONING: OLD CHESHIRE PLANNED UNIT DEVELOPMENT DISTRICT (OCPUD)
PROPOSED ZONING: OLD CHESHIRE PLANNED UNIT DEVELOPMENT DISTRICT (OCPUD)
FEMA FLOODPLAIN: PANEL 39041C0255K, ZONE X, EFF. 4/16/2009

SITE LAYOUT DATA:

MINIMUM DRIVE AISLE WIDTH: 20'
STANDARD PARKING STALL: 9'X18' (PERPENDICULAR) & 9'X24' (PARALLEL)
ADA PARKING STALL: 8'X18'
SETBACKS/BUFFERS: VARIES SEE SITE PLAN

BUILDING DATA:

TOTAL AREA (COMMERCIAL): 0.35 AC.
TOTAL AREA (RESIDENTIAL): 4.13 AC.
BUILDING HEIGHT: 35' MAX.
STORIES: 2
DENSITY: 5 UNITS PER AC. (45 UNITS MAX.)

PARKING DATA:

TOTAL PROVIDED: 169 (PLUS 2 PER DWELLING UNIT)
PROVIDED ADA SPACES: 4

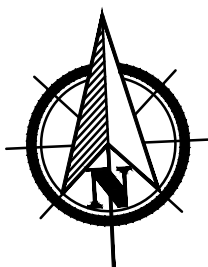
LANDSCAPE DATA:

EXISTING IMPERVIOUS AREA: 0 AC.
PROPOSED IMPERVIOUS AREA: 80% LOT COVERAGE MAX.
GREENSPACE: 2.186 AC.

SITE LEGEND

- PL PROPERTY LINE
- R/W RIGHT-OF-WAY
- X PARKING STALL COUNT
- X ADA PARKING STALL COUNT
- STRAIGHT CURB
- PARKING BLOCK
- SIGN
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- CONCRETE WALK
- RESIDENTIAL DWELLING UNITS

NOTE: EXISTING WETLAND TO BE IMPACTED AND FILLED IN WITH SECTION 404 PERMIT



FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO
SITE PLAN

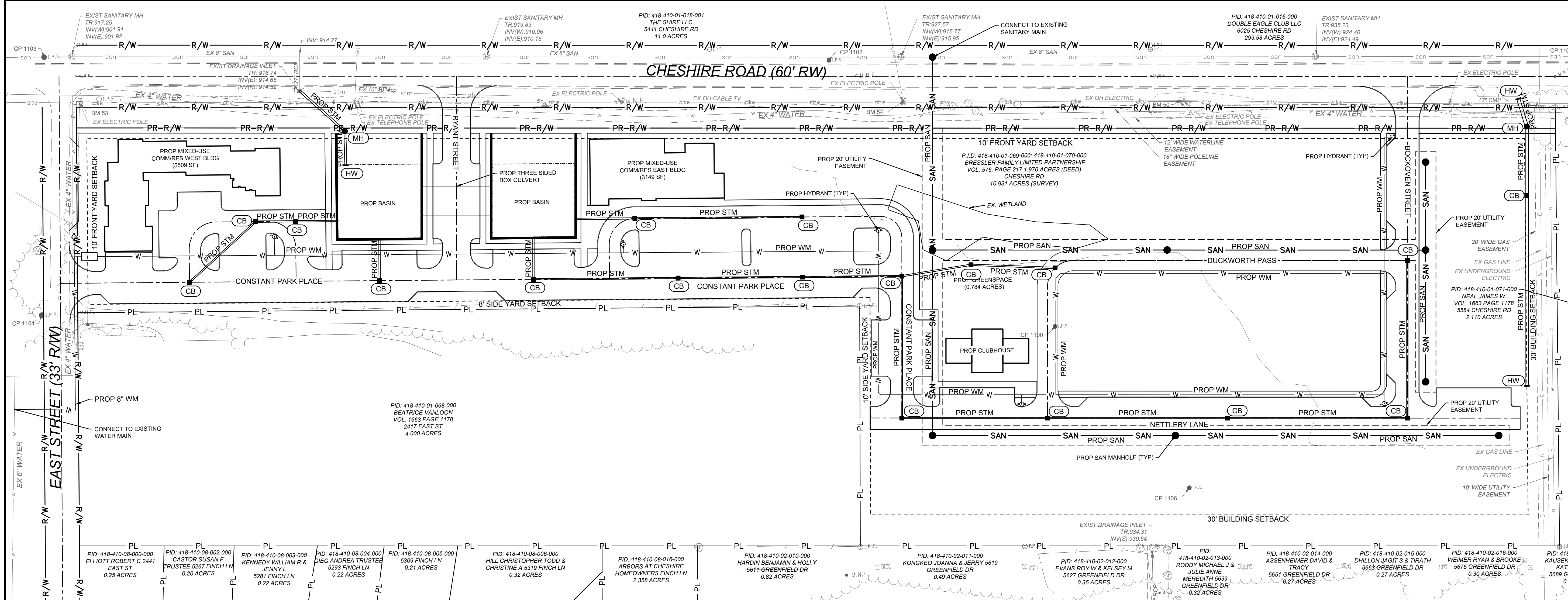
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APPROVAL PENDING NOT FOR CONSTRUCTION
IN SUBMITTING BIDS IN RELIANCE ON THESE PLANS THE CONTRACTOR ASSUMES ALL RISKS OF ADDITIONAL COSTS OF REVISIONS DUE TO REQUIREMENTS OF THE OWNER OR GOVERNMENTAL AUTHORITIES AND MATERIAL REVISIONS IN THE COURSE OF COMPLETING THE FINAL DESIGN.

| | |
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| DATE: | 10/5/2023 |
| DRAWN BY: | HPM |
| CHECKED BY: | GPB |
| JOB NUMBER: | 2023.01052 |

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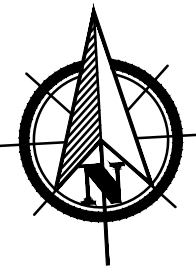
PLOT SCALE: 1"=100' DATE: 10/23/23 3:21 PM EDITED BY: HMURPHY DRAWING FILE: C:\2023\01052D DRAWINGSCIVILCONSTRUCTION DOCUMENTS\FINAL DEVELOPMENT PLAN\2023 01052 UP.DWG



UTILITY LEGEND

- SAN SANITARY GRAVITY
- W WATER
- STM STORM SEWER
- CB CATCH BASIN
- HW HEADWALL
- SM STORM MANHOLE
- SM SANITARY MANHOLE
- FD FIRE HYDRANT

NOTE: THERE IS A PROPOSED 8" WATER MAIN EXTENSION TO THE SITE ALONG EAST STREET. AFTER PROPOSED METER VAULT. DEVELOPMENT PROPOSES PRIVATE 8" WATER SERVICE THROUGH SITE TO FEED DEVELOPMENT



FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

UTILITY PLAN

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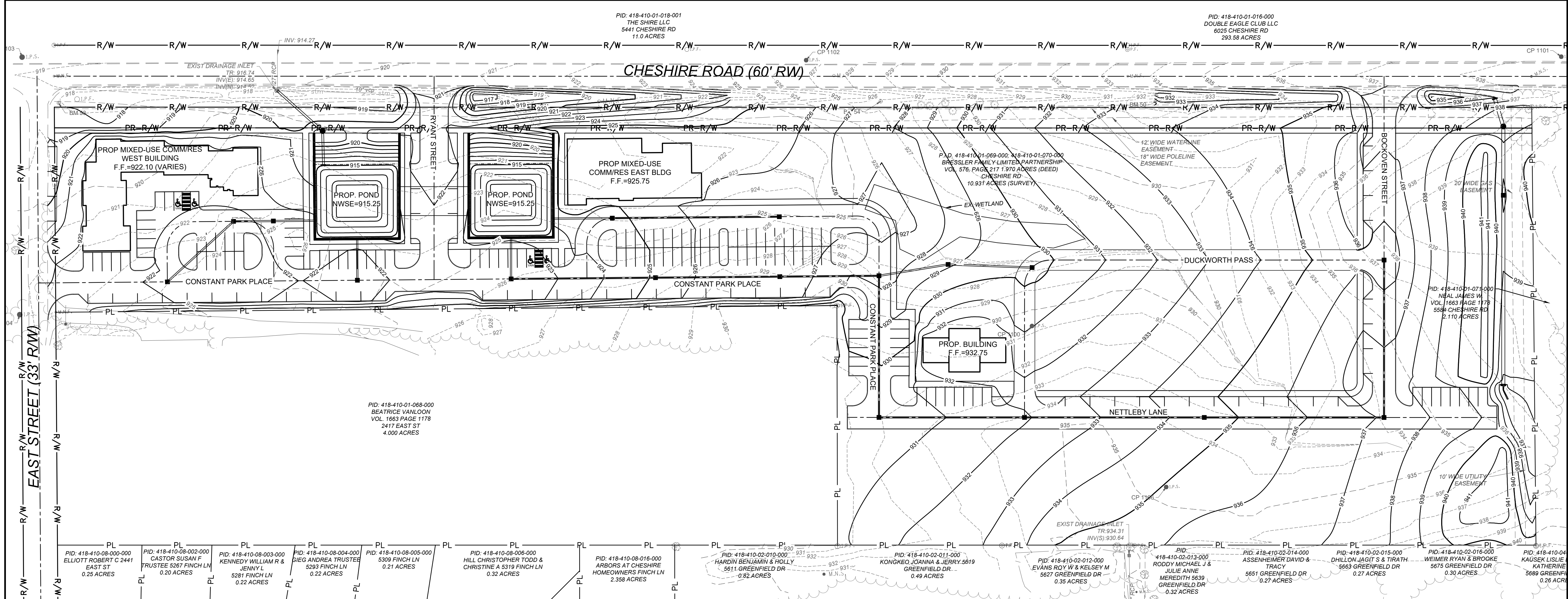
APPROVAL PENDING NOT FOR CONSTRUCTION

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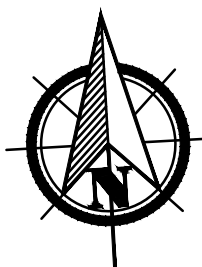
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| GRADING LEGEND | |
|----------------|------------------------|
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |

NOTE: FINAL GRADING OF RESIDENTIAL PAD AREAS TBD BASED ON FINAL PAD CONFIGURATION. GRADING WILL CONFORM TO ALL RESIDENTIAL BUILDING CODE STANDARDS.



JiAngelo Homes
Built to High Standards

AMERICAN STRUCTUREPOINT INC.

FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

GRADING PLAN

| REVISIONS | DATE | SHEET NO. | DESCRIPTION |
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APPROVAL PENDING NOT FOR CONSTRUCTION

IN SUBMITTING BIDS IN RELIANCE ON THESE PLANS THE CONTRACTOR ASSUMES ALL RISKS OF ADDITIONAL COSTS OF REVISIONS DUE TO REQUIREMENTS OF THE OWNER OR GOVERNMENTAL AUTHORITIES AND MATERIAL REVISIONS IN THE COURSE OF COMPLETING THE FINAL DESIGN.

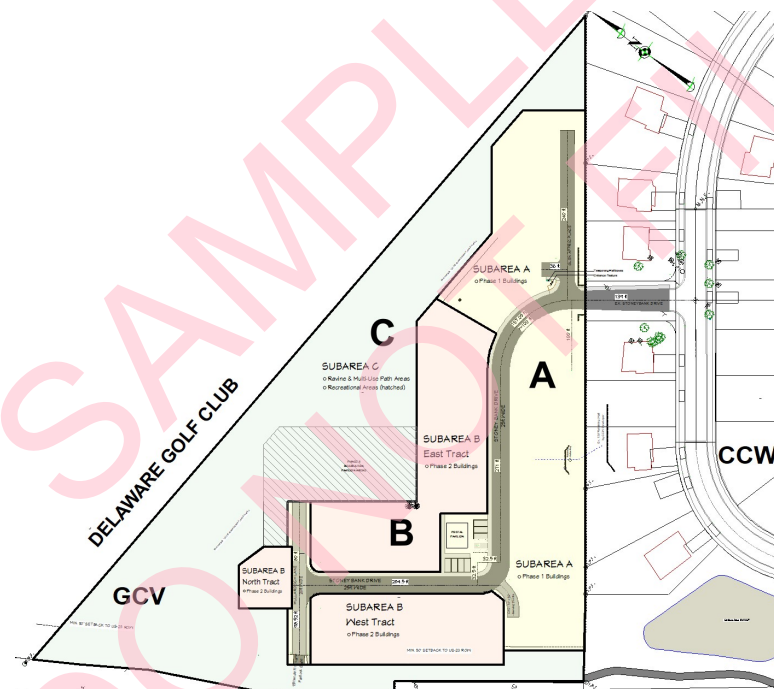
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| DATE: | 10/5/2023 |
| DRAWN BY: | HPM |
| CHECKED BY: | GPB |
| JOB NUMBER: | 2023.01052 |

C400

PLANNED MIXED USE DEVELOPMENT TEXT
GLEN CANNICH VILLAGE
3501 COLUMBUS PIKE (US 23)
DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

Glen Cannich Village is a proposed development on property formerly identified as 3501 Columbus Pike (US-23), located south of the Delaware Golf Club and north of Cheshire Crossing West (CCW) subdivision on the east side of US 23. The Developer, JiAngelo Builders llc, an Ohio Limited Liability Corporation, is the common owner of the subject parcel. The owner is proposing to rezone the existing approximately 9.59-acre parcel from A-1 (Agricultural District) to A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) to allow up to 40 attached and detached units for a maximum density of 4.19 units per acre in three Sub-Areas, which will be developed in phases.



1. **Sub-Area A** would consist of up to 16 single-family dwelling units.
2. **Sub-Area B** would offer two housing options, based on market conditions,
 - A. Up to 17 additional single-family dwellings, for a total of 33 dwelling units, or
 - B. Up to 24 attached single-family dwellings (a mixture of 2 and 3 unit dwellings) for a maximum of 40 dwellings units.
3. **Sub-Area C** would consist of active and passive open space along the northern portion of the site, which would preserve the existing stream, ravine, and trees. Also, the developer would construct a pavilion, open patio and bocce ball courts as open space amenities in this area.

2. GENERAL DEVELOPMENT STANDARDS

1. **Purpose and Intent.** It is the intent of the developer to provide a planned residential mixed unit type development with high quality site improvements and architectural design. This Development Text represents the zoning requirements for this development.
2. **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application.
3. **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan (FDP).
4. **Major Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
 - (1) Any major change in the use or occupancy other than those uses specifically listed in this text.
 - (2) Major change in the approved location of land uses and/or buildings and building sizes of more than 10%.
 - (3) Substantial alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points that result in a major change in operating characteristics or character.
5. **Minor Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
 - (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
 - (2) Any minor change to the use or occupancy of the structures onsite other than those uses specifically allowed in this text or any minor changes to the approved site layout.
 - (3) Minor alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points that result in a change in operating characteristics or character.
 - (4) Minor structural alterations that do not alter the overall design intent of the dwelling units.

6. Preliminary & Final Development Plan

- (1) The proposed site plan and building elevations require Preliminary and Final Development Plan approval by the Planning Commission and City Council.

7. Tree Removal and Replacement. Tree removal and replacement shall meet all requirements of Chapter 1168 according with the following replacement schedule:

- (1) Trees in poor condition shall not be replaced (dead, damaged or diseased).
- (2) Trees in fair condition shall be replaced at 50%.
- (3) Trees in good condition shall be replaced at 100%
- (4) Ash trees shall not be replaced and must be removed from the site, except in the permanently preserved areas.
- (5) Other tree species considered by the City Arborist to be a species of poor quality will be considered as in poor condition with a 0% replacement or preservation value.
- (6) Per the submitted preliminary tree survey with the preliminary development plan, the applicant is removing 5,243 caliper inches of qualifying trees (451 trees).
- (7) Per the submitted preliminary tree survey with the preliminary development plan, the applicant is preserving 6,315 caliper inches of qualifying trees (497 trees).
- (8) Therefore, the applicant is preserving significantly more trees (1,072 caliper inches) than ones being removed and achieves compliance with the intent of Chapter 1168 Tree Preservation Regulations and other recently approved PMU's.
- (9) The schedule above shall be applied to the proposed Final Development Plan and final tree survey for preservation and removal of trees. This shall be done prior to or concurrent with the Final Development Plan submission. Trees permanently preserved shall be given credit based upon their caliper inches per the tree survey and the schedule above calculated against the total caliper inches proposed to be removed (again in accordance with the schedule above and the tree survey). If there still remains a balance of caliper inches due, the developer shall replant this on site in addition to any required or proposed trees, shall make a payment in lieu of replanting these trees at \$100 per caliper inch, or any such combination that achieves a zero balance. Also, if any additional preserved trees are removed during construction, the developer shall replant this on site or shall make a payment in lieu of replanting these trees at \$100 per caliper inch, or any such combination that achieves a zero balance.

3. SITE PLAN

The approximate 9.59-acre pie shaped property along US 23 is proposed to have between 33 to 40 single family detached and attached units for a maximum density of 4.19 units per acre in three Sub-Areas. The subject site would be accessed by the extension of Stoneybank Drive from Cheshire Crossing West Subdivision and extend north and west and then north again through the site to Mullardoch Lane which is an east/west private street that dead ends to the east and extends to US 23 to the west terminating as emergency access only to US 23. Private street Affric Place would extend east from Stoneybank Drive to access 4 dwelling units (1-4) and a common access drive (CAD) would extend west from Stoneybank Drive and access two (units 15-16).

1. **Sub-Area A** would consist of up to 16 single-family dwelling units.
2. **Sub-Area B** would offer two housing options, based on market conditions,
 - A. Up to 17 additional single-family dwellings for a total of 33 dwelling units.
 - B. Up to 24 single-family attached dwellings (a mixture of 2 and 3 dwelling units) for the maximum of 40 dwelling units.
3. **Sub-Area C** would consist of active and passive open space along the northern portion of site which would preserve the existing stream, ravine, and trees adjacent to the Delaware Golf Club and the developer would construct a pavilion, open patio and bocce ball courts for the future resident's enjoyment.

Each dwelling unit would have a 2-car garage with the ability to park 2 cars in the driveway and 17 overflow parking spaces at four separate locations. A permanent mailbox building would be located on the northeast corner of Stoneybank Drive, opposite lots 13 & 14, with a temporary mailbox location on the west end of Affric Place. In addition, each dwelling unit would have a tip cart for refuse service provided by the City. Also, a 30-foot-wide tree preservation zone would be located along the southern boundary of the site (adjacent to the Cheshire West Crossing Subdivision) west of Stoneybank Drive and a 45-foot-wide tree preservation zone creating a canopy over Affric Place, north of Stoneybank Drive in which as many major trees as practical will be preserved.

4. SITE USES

1. **Uses.** The following uses shall be considered permitted, conditionally permitted, or limited uses as represented in the chart below by P, C, or L, respectively, and as defined by attached Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commission and City Council through a Zoning Amendment process.

- (1) **Permitted Uses.** Permitted uses (P) are permitted by-right and shall meet all development standards specified within this text and the Zoning Code in effect at the time of this application, as applicable.

| Use Category | Uses |
|----------------------------|------|
| (a) Sub-Area A | |
| (1) Single-family dwelling | P |
| (b) Sub-Area B | |
| (1) Single-family dwelling | P |
| (2) Two-family dwellings | P |

| Use Category | Uses |
|---|------|
| (3) Attached single-family dwellings (3 units max) | P |
| (c) Sub-Area C | |
| (1) Open Space – active and passive per FDP | P |
| (2) Civic, fraternal, cultural, community, or club facilities | P |
| (3) Public safety and service facility (local use) | P |

(2) Prohibited Uses

- i) **Adult Entertainment Businesses:** (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- ii) **Wireless telecommunication facilities:** New, non-small cell towers are expressly prohibited from the entire Development site
- iii) **Outdoor Storage:** No outdoor storage is permitted on the site which includes open dumps, mineral extraction, etc.
- iv) **Medical Marijuana:** No medical marijuana principal or accessory uses are permitted on the subject site.
- v) **Games of Skill:** Accessory or principle for-profit, non-charitable, skill-based gaming uses oriented towards adults and designed to substantially mimic gambling devices such as but not limited to spinning skill stop games but not including traditional video arcade type games typically found in restaurant/party center arrangements, for example Dave & Buster's, Magic Mountain, and Chuck E. Cheese.

2. **Lot Standards.** The following standards shall apply for lot standards and coverage.

| Lot Standards | |
|---|------------------------------|
| (1) Minimum lot area – single-family detached lots | 4,150 sf or per approved FSP |
| (2) Minimum lot area – 2 and 3 single-family attached dwelling units lots | 4,795 sf or per approved FSP |
| (3) Building lots will be further subdivided along common separation walls upon building completion | |
| The developer has the option to construct the development without lots in typical condominium format if desired | Per approved FDP |

3. **Building Setback Standards.** The following standards shall apply for minimum building setbacks, except as otherwise approved on the Final Development Plan. Decorative architectural elements such as canopies and overhangs shall be permitted to encroach into any setback provided that no encroachment shall exceed 5 feet.

| Minimum Building Setbacks | |
|--|--|
| (1) Front yard setback from private street or sidewalk | 15 ft main structure and 21 ft from garages. |
| (2) Side yard setback from private streets, parking & adjacent buildings | 10 ft. |
| (3) Southern boundary setback adjacent to Cheshire Crossing West Subdivision | 30 ft. |
| (4) Northern boundary setback | 30 ft. or as shown on PDP |
| (5) Western boundary setback adjacent to US 23 | 50 ft. |

*Utility meters and mechanical equipment, such as air conditioning units and generators, shall be located at least ten (10) feet behind the front facade of the structure and shall be screened with landscaping material when placement along the side facade of the structure if it directly abuts a private drive/street.

4. **Maximum Building Height.** The maximum height of any new building or structure shall be 35 feet, measured from the front yard, and a maximum of two stories in height except for architectural details such as towers, spires or roof cupulas.
5. **Minimum Building Size.** The minimum building size for a single-family detached or attached unit is 1,600 square feet per the approved preliminary development plan.
6. **Building Design.** The subject structure shall achieve compliance with City development standards and per the approved development text. All units shall achieve compliance with the R-3 Residential Design Criteria and Performance Standards in Chapter 1171 and the following standards to ensure the intent of this regulation to create a cohesive and unified design throughout the entire development while varying colors and materials within a consistent overall design, color pallet, material, and architectural pattern as determined through the Final Development Plan review process. Elevations shall not be significantly dissimilar from the preliminary architectural renderings submitted for the preliminary development plan that achieves compliance with the following requirements:
 - (1) Architectural Elements
 - A. Similar architectural design elements and details shall be consistent throughout all elevations of the development.
 - B. Windows, doors and/or other details must be present on all four sides of the structure in a manner that is consistent but secondary to the treatment used on the front elevation of the primary structure.

- C. Side elevations shall have a minimum wrap of 2 feet of materials used on the front elevations of the building corners. No brick or stone shall be required on the rear elevation (this elevation shall not be visible to the public) of any buildings.

(2) Exterior Building Materials

- A. Brick, stone, stucco, wood siding, cementitious fiber siding, or higher end vinyl siding shall be permitted. Combinations of said materials are to be encouraged.
- B. A minimum of 35% of the front façade shall be anchored or adhered masonry (brick or stone) and shall wrap min. 2' along the sides.
- C. Exterior Insulation Finishing Systems (EIFS) only permitted for accent areas when applied over a traditional stucco substrate.
- D. Vinyl siding less than .045" thickness shall not be permitted.
- E. Vinyl shakes in gables and accent areas
- F. Vinyl, metal window or wood windows
- G. Vinyl or plastic detail pieces (i.e. brackets, dentil blocks, etc.)
- H. Other materials used as minor accents with administrative approval of Planning and Community Development Director.
- I. Designs and color pallet shall be submitted and approved by the Planning and Community Development Director

(3) Roof Structures/Materials

- A. Gable, hip shed roof structures or combination thereof are permitted
- B. All structures shall have a primary roof structure having a 6:12 minimum pitch
- C. Secondary roof structures shall have either a 3:12 minimum pitch when sloped or a 1:24 minimum pitch when flat
- D. Eave overhangs shall be a minimum of 12 inches and rake shall be a minimum 4.5 inches
- E. Dimensional shingles are required.
- F. Standing seam metal & EPDM roofing materials are permitted on porches and secondary roofs only.
- G. Dormers (active and inactive) are permitted.
- H. Shingle colors shall be from the color range of natural materials, such as but not limited to wood shakes, slate, etc.

(4) Windows

- A. Windows shall be traditional single or double-hung, casements, awnings or transoms
- B. Bay windows shall be permitted to be cantilevered.
- C. Common window fenestration shall be used on all elevations.

- (5) Shutters
 - A. Shutters, when used, shall be judiciously and not on every window.
 - B. Shutters shall be full height of the window.
 - C. Shutters shall be louvered, raised or flat paneled or board and batten and must be painted wood, vinyl, synthetic PVC, or Hardiplank.
- (6) Gutters and Downspouts
 - A. Gutters shall be traditional ogee style and made of aluminum material painted to match or complement the houses trim color.
- (7) Chimneys
 - A. All exterior portions of chimneys shall be finished in either masonry or siding to match adjacent materials.
- (8) Garage Doors
 - A. Garage doors shall be appropriate to the architectural style of the home with design elements consistent with the design of the home and development including, incorporate a glass course, add trim packages to give the appearance of stable doors, man doors, hinged swing doors, and other similar architectural elements.
- (9) Exterior Colors
 - A. Siding Colors – applicant shall supply color pallet to be used for review with Final Development Plan
 - 1. Natural earth tones and/or warm neutral colors including white
 - 2. High chroma colors are not permitted
 - B. Trim Colors - applicant shall supply color pallet to be used for review with Final Development Plan
 - 1. Natural earth tones and/or warm neutral colors including white
 - 2. Complementary or contrasting to siding color
 - 3. High-chroma colors are not permitted
- 7. **Storage Standards.** All detached accessory structures shall be prohibited.
 - (1) Equipment storage: Storage of all personal property, including equipment, shall be within garages. Such items should not be visible from streets, common open spaces or adjacent developments.
 - (2) Vehicle storage: All campers, off road vehicles (i.e., jet skis, snowmobiles, four wheelers, etc.), commercial vehicles (i.e., box trucks, etc.) and/or boats must be parked within an enclosed garage. No undriveable vehicles or parts of vehicles may be stored outside.
- 8. **Parking.** The amount of parking shall be as approved on the Final Development Plan and not substantially inconsistent with the Preliminary Development Plan.
 - (1) Each unit shall have a two-car garage and two parking spaces in the respective driveway (a designated space is at least 9 feet x 19 feet) not encroaching on any sidewalk

- (2) A minimum 17 overflow parking spaces for visitors located in four separate locations within the development are proposed per the preliminary development plan.
 - (3) On street parking shall be prohibited.
9. **Tree Preservation Zones.** The Developer will include a significant amount of tree preservation areas, distributed throughout the Property, which shall be recorded on each individual final subdivision plat as applicable and will be permanently recorded with such. The Preliminary Development Plan notes the tree preservation areas preliminarily contemplated, subject to change with the detailed investigation that occurs with final submission. The City will consider reasonable proposed changes at the time of final submission
- (1) A tree preservation zone shall be located in front of lots 1-4 and behind lots 1-19 and 28-33 for the 33 single family detached building option.
 - (2) A tree preservation zone shall be located in front of lots 1-4 and behind lots 1-18 and 23-25 for the 40 single family attached building option.
 - (3) A tree preservation zone shall be located along the ravine to the north property line within Sub-Area C as identified on the preliminary development plan.
 - (4) As required by the Owners' Association, no building, structure (other than a fence that is installed without damaging any trees), patio, recreational or athletic facility or any other improvement of any kind, with the exception of pedestrian trails and pedestrian bridges, may be placed temporarily or permanently upon, in or under the areas designated hereon as "Tree Preservation Area:", nor shall any work be performed thereon which would alter the natural state of the zone or damage of the trees or vegetation therein; provided, however, that the zone may be disturbed to the extent necessary for the installation and maintenance of utilities and drainage facilities. Any part of the zone disturbed by maintenance shall be restored as nearly as practicable to the original condition. Otherwise, no trees or vegetation may be removed from the zone, except for the removal of dead, diseased, decayed or noxious trees and other vegetation or as may be required for the conservation or aesthetic purposes or in keeping with good forest management practices as determined by the City and Owners' Association.
10. **Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways & Corridors Plan; except as otherwise approved on the Final Development Plan.
- (1) Street trees shall be required along the private streets approximately 40 feet on center.
 - (2) The single-family attached and detached units shall meet the single-family landscape requirements in Chapter 1171 at building permit approval.
 - (3) Along the southern boundary east of Stoneybank Drive within the 45-foot-wide tree preservation zone, evergreen trees a minimum 6 foot high at installation and/or deciduous trees as approved by staff shall be planted to supplement any preserved trees in this area to provide a continuous buffer to the adjacent single-family homes in Cheshire Crossing West Subdivision and provide a tree canopy over Affric Place.
 - (4) Along the southern boundary west of Stoneybank Drive within the 30-foot-wide tree preservation zone, evergreen trees a minimum 6 foot high at installation and/or

deciduous trees as approved by staff shall be planted to supplement any preserved trees in this area to provide a continuous buffer to the adjacent single-family homes in Cheshire Crossing West Subdivision.

11. **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current zoning and building code at the submittal of the Final Development Plan.
 - (1) Site lighting shall be required and shall be reviewed and approved by staff that achieves compliance with Chapter 1158 Lighting Plan.
 - (2) Carriage lighting beside garage, front & rear entry doors of each unit will be provided for safety and illumination. Warehouse gooseneck down lights over the garage doors are to be encouraged.
 - (3) Landscape lighting shall be provided for safety and ingress and egress purposes only. Fixture lamps shall be incandescent and shall be shielded by planting or other methods.
 - (4) Style and color of the light fixtures and poles shall be provided at time of Final Engineering Approval.
- J. **Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165 Signs of the zoning code and adopted Gateways and Corridor Plan and shall be provided as part of the first Final Development Plan.
- K. **Streets.** The private streets shall be constructed to public standards within the development as approved by the City Engineer and maintained by the developer.
 - 1) The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.
 - 2) The site's street layout shall provide a full access connection to Winding Valley Drive in Cheshire Crossing West subdivision via an existing public street stub named StoneyBank Drive which lies between existing single-family residences 85 and 97 Winding Valley Drive. StoneyBank Drive shall then continue as a private drive meandering through the development and connecting with Mullardoch Lane.
 - 3) The City and developer shall execute a perpetual maintenance agreement for the public portion of Stoneybank Drive which stubs into the subject property with the following requirements that the developer shall:
 - i. Remove, regrade & replace the existing public road at a slope necessary to conform with existing grades at the shared property boundary line.
 - ii. Regrade & replace existing irrigation, landscaping and sod for both existing adjacent residences as necessary.
 - iii. During reconstruction, bore under Winding Valley to connect with sewer in a manner acceptable to the City, to extend gravity sewer service to the developer's site.
 - 4) The access to US 23 on the northern portion of the site shall be for emergency access only per ODOT.

12. Pedestrian/Bike Path. The adopted Bicycle and Pedestrian Master Plan 2027 identifies a multi- use path along US 23.

- (1) The developer shall construct the multi-use path north from the proposed emergency only curb cut on US 23 north to the Cheshire Crossing West property.
- (2) The developer shall give the City an easement for the multi- use path alignment and make a payment in lieu of the portion of the proposed multi-use path north of the proposed emergency access curb cut on US 23.
- (3) A private sidewalk shall be installed on one side of the private street and connect to the existing public sidewalk on Stoneybank Drive.

M. Fences.

- (1) Silt fencing shall be used as temporary barriers during construction around vegetation and trees and must be sturdy, at least 2 feet in height and easy to maintain. All temporary fences must be removed prior to the issuance of a certificate of occupancy.
- (2) Except as part of an approved entry feature, only split-rail fencing shall be permitted within the perimeter setbacks of the project boundary
- (3) Privacy style fencing shall only be permitted as part of limited common patio areas designated by the developer or designee during the initial construction and shall be installed with a 72-inch maximum height.
- (4) With the prior written approval of the developer or designee, additional fencing may be installed on individual lots provided;
 - a. Within areas designated “Tree Preservation Zone” fencing shall be installed without damaging any trees.
 - b. Fences shall be located no closer than ten (10) feet behind the front façade of a structure and minimum ten (10) feet from any road or parking spaces along the side façade of a structure that directly abut said road or parking spaces.
 - c. Black wire mesh may be added during or after installation and can be removed anytime.
- (5) Existing farm fencing along the westerly property line abutting US 23 will be removed.
- (6) Existing farm fencing along the southerly property line abutting Cheshire Crossing West is entangled with existing trees and vegetation and shall remain in lieu of damaging the landscaping. All other existing fencing entangled with trees and vegetation shall be allowed to remain.

N. Utilities. All new utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.

- O. **Open Space:** The developer is proposing the following passive and active opens space for the subject development:
- (1) The ravine in Sub-Area C shall be maintained as naturalized passive open space and may have additional landscaping.
 - (2) A continuous 50-foot-wide naturalized landscape buffer along US-23 will be open to the public and include a multi-use path and shall be maintained by the Developer.
 - (3) North of Mullardoch Lane near the eastern terminus, the developer is proposing to construct a pavilion, open patio with fire & water features overlooking the ravine and bocce ball courts. The developer may incorporate additional features during engineering phase prior to completion of Final Development Plan that shall be approved by the City.
 - (4) On the northeast corner of Stoneybank Drive, opposite lots 13 & 14, the developer is proposing a cluster mailbox area which will be within a building that will be architecturally designed to complement the development.
- P. **Common Area Maintenance:** There shall be an Owners' Association for the entire development that shall maintain all common areas, landscaping/mounding/active open amenities street trees on private drives, parking areas, private streets, private sidewalks, and the like. All the open space shall be private except for the multi-use path on US 23 which shall be open to the public.
- 1) **The Common Elements:** All of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a Unit or part thereof, as Limited Common Elements or Restricted Common Elements, are Common Elements. Each Unit shall have the right to access, use and enjoy the Common Elements.
 - a. **Limited Common Elements:** Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the drawings are Limited Common Elements. In the case of each Unit, those Limited Common Elements consist of a 15' rear yard, front porch and the sidewalk and driveway servicing that particular Unit. Each such Limited Common Element is reserved for the exclusive use of the Unit and occupants of the Unit to which it is appurtenant; provided, however, the Developer and its employees, agents and contractors, and successors and assigns, shall have access to the Limited Common Elements for the purpose of fulfilling its responsibilities.
 - b. **Restricted Common Elements:** Those portions of the Common Elements that are labeled or designated "Restricted Common Elements" on the drawings are Restricted Common Elements. In general, the Restricted Common Elements consist of a structure housing water meters and backflow prevention devices. These Restricted Common Elements shall be separated from the Common Elements and shall not be used for recreational or similar uses or for storage. Notwithstanding the foregoing, the Developer, and its successors and assigns, may take such actions as are necessary to preserve and maintain the Restricted Common Elements.

ALTA/NSPS LAND TITLE SURVEY
STATE OF OHIO, COUNTY OF DELAWARE, BERLIN TOWNSHIP
SECTION 4, TOWNSHIP 4, RANGE 18,
UNITED STATES MILITARY LANDS

JIANGELO
BUILDERS, LLC

AMERICAN
STRUCTUREPOINT
INC.

2550 Corporate Exchange Dr., Ste. 300 | Columbus, Ohio 43231
TEL 614.901.2235 | FAX 614.901.2236
www.structurepoint.com

ALTANSPS LAND TITLE SURVEY
FOR
10.926 ACRES
CITY OF GALENA, DELAWARE COUNTY, OHIO

DESCRIPTION

SHEET NO.

DATE

REVISIONS

DATE: 09/13/2023
DRAWN BY: CRH
CHECKED BY: DGL
JOB NUMBER: 2023.01052

1 of 2

GENERAL PROPERTY INFORMATION

Owners of Record: Bressler Family Limited Partnership

Current Tax PIDs: 4181001069000
4181001070000

Current Tax District: 05 Berlin TWP Olentangy

Current Deed Reference: Vol. 599, Pg. 254
Vol. 599, Pg. 257

Current Site Address: Cheshire Rd, Galena, OH 43021

BASIS OF BEARINGS

Bearings described hereon are based on South 86 degrees 49 minutes 02 seconds East for the centerline of Right of Way for Cheshire Road, measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

To: The Bressler Family Limited Partnership; JiAngelo Builders LLC, Old Republic National Title Insurance Company; Talon Title Agency, LLC; and all of their respective successors and/or assigns as their interests may appear:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 11(b), 13, 14, 16, 17, 18 and 19 of Table A thereof. The original field work was completed on June 16, 2023 (date of latest field activity).

Date of Plat or Map: September 13, 2023

This document is not valid unless imprinted with a land surveyor's seal.

Daniel G. Losoncy
Professional Land Surveyor 7712

Date

VICINITY MAP
NO SCALE

1 of 2

Daniel G. Losoncy
Professional Land Surveyor 7712

PLOT SCALE: 1"=100' DATE: 9/13/23 - 10:09 AM EDITED BY: CHENKINGS DRAWING FILE: O:\2023\01052D_DRAININGS\SURVEY\2023\01052 SV 2023-06-23.LT5.DWG

SURVEYOR'S NOTES

1. This plat of an **ALTA/NSPS LAND TITLE SURVEY** is based upon the Old Republic National Title Insurance Company commitment for title insurance having Commitment No. 23872795-PIC and the effective date of April 15, 2023 at 8:00 am issued by Talon Title Agency, LLC.

2. No comment is made regarding the following Exceptions in Schedule BII of the commitment for title insurance: 1-12 & 18.

3. The following notes are keyed the Exceptions in Schedule B - Section II of the above reference commitment for title insurance and pertain only to the location of the item in relation to the subject premises. The undersigned makes no assumptions or assertions as to what rights exist or do not exist as described in the below documents.

Item 13: Easement of record as set forth in Deed Book 222, page 477.
Surveyor's Notes: *Affecting the subject property, shown on survey.*

Item 14: Easement of record as set forth in Deed Book 358, page 126.
Surveyor's Notes: *Affecting the subject property depicted as per SUE Quality level D plan location.*

Item 15: Easement of record as set forth in Deed Book 377, page 396.
Surveyor's Notes: *Does not affect the subject property.*

Item 16: Easement of record as set forth in Deed Book 584, page 729.
Surveyor's Notes: *Affecting the subject property, shown on survey.*

Item 17: Easement of record as set forth in Deed Book 590, page 57.
Surveyor's Notes: *Affecting the subject property, shown on survey.*

4. The purpose of this survey was to prepare an ALTA/NSPS Land Title Survey for the site.

5. This plat of an **ALTA/NSPS LAND TITLE SURVEY** represents the conditions of the site on: June 16, 2023 (date of latest field activity).

6. The accuracy of any flood hazard data shown on this survey is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. Flood Insurance Rate Map having Community-Panel Number 39041C0255K (effective date April 16, 2009) of the National Flood Insurance Program indicates this site to be within zone "X" (areas determined to be outside 500-year floodplain).

7. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork are shown on the survey. See below for specific notes.

7.1: Fence post and associated driveway encroaching at the southeast corner of the subject property by as much as 9.66 feet.

8. The subject property is adjacent to Cheshire Road (County Road 72) (public) and East Street (public). The subject property does not have direct physical access (no curb cuts) to Cheshire Road or East Street.

9. Discussion of Certain ALTA Table A Items:

Item 6: No zoning information provided by client.

Item 7: No buildings currently exist on the subject property.

Item 9: There are currently no delineated parking spaces on the subject property.

Item 11: The locations of any underground utilities shown on this plat are based upon above ground evidence (including, but not limited to, manholes, inlets, and marks made on the ground by others) or plan information provided by the utility owners and are speculative in nature. There may be underground utilities for which there is no above ground evidence, for which the above ground evidence was not observed (i.e. buried or paved over), or for which no plans were provided.

Observed evidence of Gas, Electric, Water, Telecommunications (which may or may not include telephone, cable TV and fiber optic lines), Sanitary Sewer and Storm Drainage exist on or adjacent to the subject property.

Item 16: No observed evidence of building construction or earth moving work currently exists on site.

Item 17: The undersigned has not been made aware of any proposed changes to the public right-of-way width or location. There is no evidence of recent sidewalk construction.

Item 18: The undersigned is not aware of any offsite easements or servitudes.

10. American Structurepoint, Inc. makes no warranty, either expressed or implied, as to our staking, findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice and degree of care exercised by members of the same profession on projects of comparable size and complexity. As used in this survey, the word certify (certified, certification, and/or certificate) shall be interpreted as meaning a professional opinion regarding the conditions of those facts and/or findings which are the subject of the certification and does not constitute a warranty or guarantee, either express or implied.

11. This Plat of an ALTA/NSPS LAND TITLE SURVEY represents a survey made under my supervision and in compliance with the Minimum Standards for Boundary Surveys as established by Chapter 4733-37 of the Ohio Administrative Code with corners established as shown and is true and correct to the best of my knowledge.

EXHIBIT "A" - LEGAL DESCRIPTION

The Land is described as follows: Situated in the Township of Berlin, County of Delaware, State of Ohio

PARCEL ONE:
Being part of Lot 6 in Section 4, Township 4 Range 18, in the United States Military Lands, and being the same 4 acre tract of land, formerly owned by Cheshire Road Partnership, Deed Vol. 540, pages 629, 632, 635, Berlin Township, Delaware County, State of Ohio and being more particularly described as follows:

Beginning at an existing survey nail located at the intersection of the East line of East Street (33 ft. wide) and East Corporation Line of the Village of Cheshire with the centerline of County Road 72 (Cheshire Rd.) and North Line of Lot 6, said point being the Northwest corner of hereinafter described 3.919 acre tract;

Thence along the centerline of County Road 72 and North Line of Lot 6 North 89 deg. 53 min. 00 sec. East for a distance of 754.09 feet to a survey nail set;

Thence South 00 deg. 28 min. 00 sec. West for a distance of 224.08 feet to an iron pin set; at the Northeast corner of a 4.00 acre tract of land, now or formerly owned by Beatrice Van Loon, Deed Vol. 455, page 21;

Thence along the North Line of said Van Loon tract and Grantor's South Line South 89 deg. 32 min. 00 sec. West for a distance of 754.07 feet to an iron pin set on the East Line of East Street and East Corporation Line of the Village of Cheshire;

Thence along said Line North 00 deg. 28 min. 00 sec. West for a distance of 228.69 feet to a survey nail found on the centerline of County Road 72 (passing over an iron pin set at a distance of 196.69 feet) and the place of beginning.

Containing 3.919 acres, more or less, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated June 28, 1994. All 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Basis of bearings, Plat Book 8, page 95, centerline C.R. 72 North 89 deg. 53 min. 00. East.

PARCEL TWO:
Being part of Lot 6 in Section 4, Township 4, Range 18, in the United States Military Lands, and being the same 7 acre tract of land, now and formerly owned by Cheshire Road Partnership, Deed Vol. 540, pages 629, 632, 635, Berlin Township, Delaware County, State of Ohio and being more particularly described as follows:

Commencing at an existing survey nail located at the intersection of the East line of East Street (33 ft. wide) and East Corporation Line of the Village of Cheshire with the centerline of County Road 72 (Cheshire Rd.) and North Line of Lot 6;

Thence along the centerline of County Road 72 and North Line of Lot 6 North 89 deg. 53 min. 00 sec. East for a distance of 754.09 feet to a survey nail set at the Northwest corner of hereinafter described 7.051 acre tract and the point of beginning;

Thence continuing along the centerline of County Road 72 and North Line of Lot 6 North 89 deg. 53 min. 00 sec. East for a distance of 672.18 feet to a railroad spike found at Grantor's Northeast corner; said point being the Northwest corner of Char-Am Subdivision, Plat Book 8, page 95;

Thence along Grantor's East Line and West Line of said Subdivision, South 00 deg. 51 min. 00 sec. East for a distance of 455.07 feet to a 3/4 inch dia. iron pipe found at Grantor's southeast corner (passing over a 3/4 inch dia. iron pipe found at a distance of 30.00 feet).

Thence along Grantor's South Line South 89 deg. 44 min. 00 sec. West for a distance of 675.22 feet to an iron pin set at the Southeast corner of a 4.00 acre tract of land now or formerly owned by Beatrice Van Loon, Deed Vol. 455, page 21;

Thence North 00 deg. 28 min. 00 sec. West for a distance of 456.81 feet to a survey nail set on the centerline of County Road 72 and North Line of Lot 6 (passing over an iron pin set at a distance of 232.73 feet) and the place of beginning.

Containing 7.051 acres, more or less, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Steven A. Fox, Registered Professional Surveyor 7000, and dated June 28, 1994. all 5/8 inch dia. iron pins set have a plastic identity cap with the inscription "Fox P.S. 7000."

Basis of bearings, Plat Book 8, page 95, centerline C.R. 72 North 89 deg. 53 min. 00 sec. East.

Commonly Known as: 3.919 Acres Cheshire Road, Galena, OH 43021, 7.051 Acres Cheshire Road, Galena, OH 43021 The property address and tax parcel identification number listed herein are provided for informational purposes.

ALTANSPS LAND TITLE SURVEY
FOR
10.926 ACRES
CITY OF GALENA, DELAWARE COUNTY, OHIO

| REVISIONS | DATE | SHEET NO. | DESCRIPTION |
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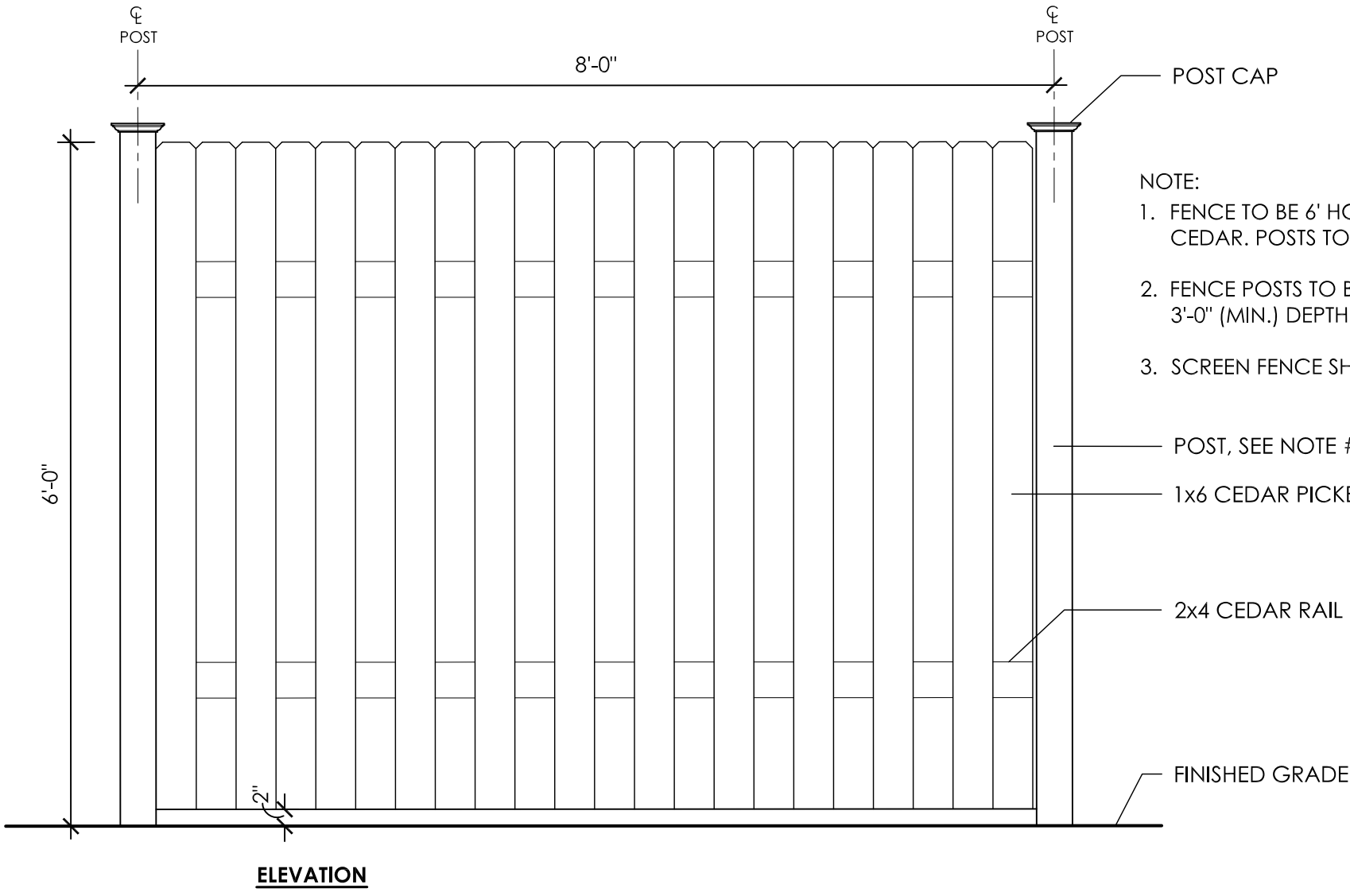
2 of 2

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TEL: 614.901.2235 | FAX: 614.901.2236
www.structurepoint.com

JIANGELO
BUILDERS, LLC

LANDSCAPE CODE SUMMARY

| CODE SECTION | REQUIRED | PROVIDED |
|--|--|--|
| 26.03 A1a Property Perimeter Requirements | When Any Residential Zone adjoins Any Commercial Use 10ft adjacent to all common boundaries and 1 tree/40 ft. of lineal boundary, OFT continuous 6 ft. high planting, hedge, fence, wall or earth mound. | 10ft buffer plus 6 ft. high screen fence |
| 26.03 A2 Vehicular Use Area (VUA) Perimeter Requirements | When Any property in any zone adjoins any VUA and When Any public street or private r.o.w. or service road adjoins and VUA 4 ft min to all trees from edge of paving where vehicles overhang... 1 tree/ 40 ft. and 3 ft. average hgt. continuous planting, hedge, fence, wall or earth mound. South boundary 883 lf / 40 = 22.075 or 22 trees | South boundary 24 trees and 6 ft. high screen fence |
| 26.03 B1 Interior Landscaping for Vehicular Use Areas Landscape Area | For each 100 sf, a minimum total of 5 sf of landscaped area shall be provided. Vehicular Use Area = 76,789 sf x .05 = 3,839 sf or landscape required | 8,711 sf (11.3%) of landscape provided |
| 26.03 B2 Interior Landscaping for Vehicular Use Areas Minimum Trees | Over 50K sf: A min of one (1) tree for every 5,000 sf of ground coverage and, a total tree planting equal to twenty-five (25) inches plus one-half (1/2) inch in tree trunk size for every 4,000 sf over 50K sf in ground coverage. Total Ground Coverage = 86,724 sf / 5,000 = 17.3 or 18 trees 86,724 - 50,000 = 36,724 / 4,000 = 9.1 x .5 inches = 4.59 inches (or (3) 2" cal. trees) | 26 total trees provided |
| 26.03 D2 Interior Landscaping for All New Developments Tree Planting Requirements | Provide landscaped area equal to 20 sf for every 1,000 sf of building ground coverage area, or fraction thereof. Such landscape area shall contain trees, planting beds, hedges, fences, walls, earth mounds, benches, or other material designed and located in a manner complimentary to the overall architecture to the surrounding buildings. Building Ground Coverage 17,741 sf / 1,000 = 17.7 x 20 sf = 354 sf of landscaped area | 2,500 sf of landscaped area provided |



1 6' TALL SCREEN FENCE
SCALE = NTS

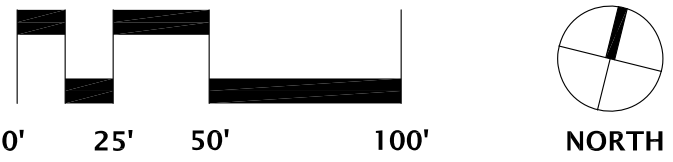
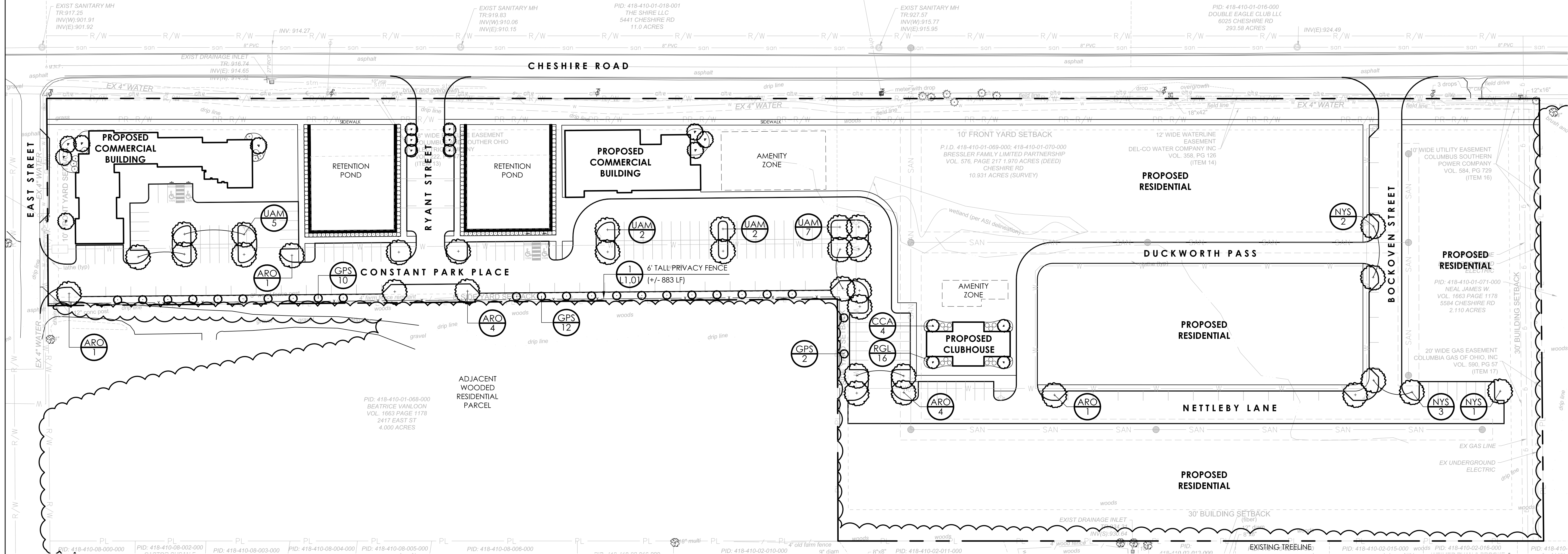
GENERAL LANDSCAPE NOTES:

- EACH CONTRACTOR IS TO VERIFY WITH OWNER AND UTILITY COMPANIES THE LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION, TO DETERMINE IN THE FIELD THE ACTUAL LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY PROTECTION SERVICE 72 HOURS PRIOR TO CONSTRUCTION.
- EXAMINE FINISH SURFACE, GRADES, TOPSOIL QUALITY AND DEPTH. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
- CONTRACTOR RESPONSIBLE FOR COST OF REPAIRS TO EXISTING SITE CONDITIONS WHEN DAMAGED BY CONTRACTOR. REPAIR TO THE SATISFACTION OF THE OWNER.
- ALL PLANT MASSES TO BE CONTAINED WITHIN 3" DEEP HARDWOOD BARK MULCH BED.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN LAWN AREAS.
- FINE GRADE LAWN AREAS TO PROVIDE A SMOOTH AND CONTINUAL GRADE FREE OF IRREGULARITIES OR DEPRESSIONS.
- CONTRACTOR SHALL SEED OR SOD ALL AREAS DISTURBED DURING CONSTRUCTION. SEE PLAN.
- ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE U.S.A. STANDARD FOR NURSERY STOCK.
- ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.

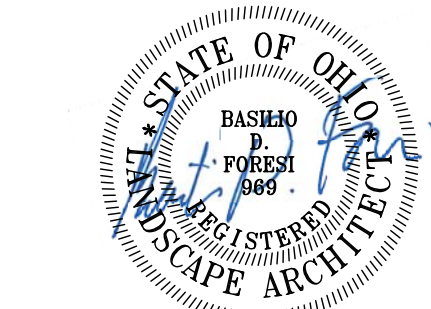
CONSTRUCTION NOTES

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PLOT SCALE: 1" = 100' EDIT DATE: 10/10/23 - 8:39 AM EDITED BY: BUZZFORESI DRAWING FILE: P:\DATA\CLIENTS\AMERICAN STRUCTUREPOINT\CHESHIRE MILLS\200 - DESIGN\201 - CAD\L1.01.DWG



PRELIMINARY
NOT FOR CONSTRUCTION



EDGE PLANNING
LANDSCAPE ARCHITECTURE
URBAN DESIGN
330 W. SPRING STREET, SUITE 350
COLUMBUS, OH 43215
614.486.3343
www.edgela.com

FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

| REVISIONS | DATE | SHEET NO. | DESCRIPTION |
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APPROVAL PENDING NOT FOR CONSTRUCTION
IN SUBMITTING BIDS IN RELIANCE ON THESE PLANS THE CONTRACTOR ASSUMES ALL RISKS OF ADDITIONAL COSTS OF REVISIONS DUE TO REQUIREMENTS OF THE OWNER OR GOVERNMENTAL AUTHORITIES AND MATERIAL REVISIONS IN THE COURSE OF COMPLETING THE FINAL DESIGN.

DATE: 10/10/2023
DRAWN BY: BDF
CHECKED BY: BDF
JOB NUMBER: 2023.01052

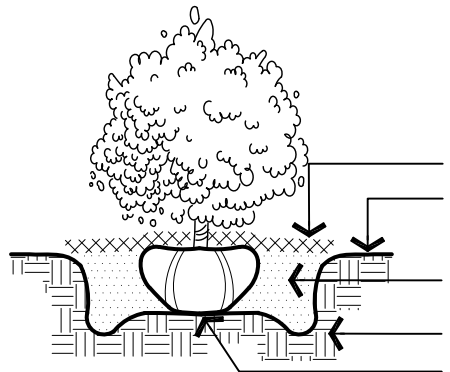
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TEL: 614.486.3343 FAX: 614.486.1226
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PLOT SCALE: 1"=10' EDIT DATE: 10/10/23 - 8:39 AM EDITED BY: BUZZFOREB DRAWING FILE: P:\DATA\CLIENTS\AMERICAN STRUCTUREPOINT\CHESHIRE MILLS\200 - DESIGN\201 - CAD\1.01.DWG

NOTES:

1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/3 OF ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.



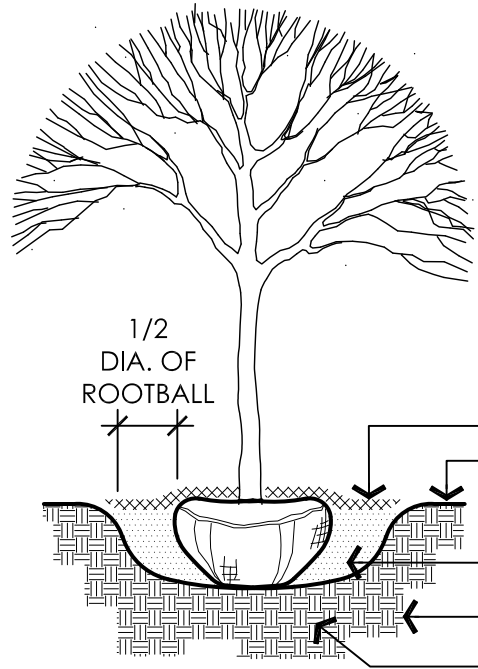
HARDWOOD BARK MULCH
FINISH GRADE
BACKFILL PLANTING MIX
EXISTING SOIL
UNDISTURBED SOIL OR COMPACTED BACKFILL

1 SHRUB PLANTING DETAIL

NTS

NOTES:

1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/2 OF ROOT BALL. CUT TOP 1/2 OF WIRE BASKET FROM ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.



HARDWOOD BARK MULCH
FINISH GRADE
BACKFILL PLANTING MIX
EXISTING SOIL
UNDISTURBED SOIL OR COMPACTED BACKFILL

2 DECIDUOUS TREE PLANTING DETAIL

NTS

PLANT MATERIALS LIST

NOTE: CONTRACTOR RESPONSIBLE FOR PLANT QUANTITIES SHOWN ON PLAN.

| QTY. | KEY | COMMON NAME | BOTANICAL NAME | SIZE | ROOT | REMARKS |
|------------------------------------|-----|-------------------------------|-------------------------------------|--------------|-------|------------|
| DECIDUOUS SHADE TREES | | | | | | |
| 11 | ARO | OCTOBER GLORY RED MAPLE | Acer rubrum 'October Glory' | 2" Cal. | B&B | |
| 8 | BNH | HERITAGE RIVER BIRCH | Betula nigra 'Heritage' | 8'-10' Hgt. | B&B | MULTI-STEM |
| 24 | GPS | PRINCETON SENTRY GINKGO | Ginkgo biloba 'Princeton Sentry' | 2" Cal. | B&B | |
| 6 | NSY | BLACK GUM | Nyssa sylvatica | 2" Cal. | B&B | |
| 16 | UAM | PRINCETON ELM | Ulmus americana 'Princeton' | 2" Cal. | B&B | |
| ORNAMENTAL TREES | | | | | | |
| 6 | SRI | IVORY SILK TREE LILAC | Syringa reticulata 'Ivory Silk' | 1-3/4" Cal. | B&B | |
| 4 | CCA | EASTERN REDBUD | Cercis canadensis | 1-3/4" Cal. | B&B | |
| SHRUBS | | | | | | |
| 8 | AMA | AUTUMN MAGIC BLACK CHOKEBERRY | Aronia melanocarpa 'Autumn Magic' | 24"-30" Hgt. | Cont. | |
| 42 | SAW | ANTHONY WATERER SPIREA | Spiraea x bumalda 'Anthony Waterer' | 24" Hgt. | Cont. | |
| 16 | RGL | GRO-LOW FRAGRANT SUMAC | Rhus aromatica 'Gro-Low' | 24" Spr. | Cont. | |
| PERENNIALS / GRASSES/ GROUNDCOVERS | | | | | | |
| 106 | PHM | HEAVY METAL SWITCHGRASS | Panicum virgatum 'Heavy Metal' | 1 Gal. | Cont. | |

GENERAL LANDSCAPE NOTES:

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FINAL DEVELOPMENT PLAN
FOR
CHESHIRE MILLS
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO

LANDSCAPE DETAILS

DESCRIPTION

SHEET NO.

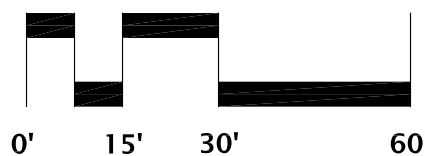
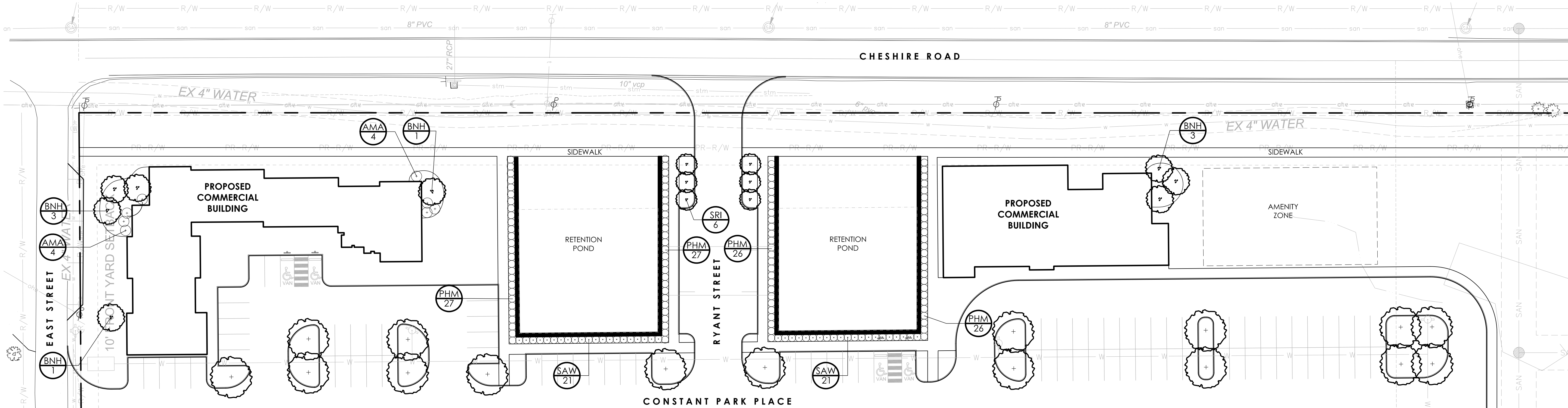
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REVISIONS

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L1.02



PRELIMINARY
NOT FOR CONSTRUCTION

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LANDSCAPE ARCHITECTURE
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