

# THE COURTYARDS AT SOUTH SECTION LINE

Planned Residential District  
South Section Line Road  
Concord Township, Ohio  
July 21, 2014



**EPCON**  
Communities

## COURTYARDS AT SOUTH SECTION LINE MASTER DEVELOPMENT SUMMARY

<b>ZONING CLASSIFICATION</b>	<b>Proposed Acreage for Development</b>	<b>Additional Comments</b>
Planned Residential	±26.616 Acres	Includes single family and open space
<b>Total Acres</b>	<b>±26.616 Acres</b>	

## PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

<b>Planned Residential Development Data for Courtyards</b>	<b>Proposed for Development</b>	<b>Required by Zoning Code</b>
<b>Development Summary</b>		
Single Family	±18.236Acres	
Open Space	±8.38 Acres (32%)	
<b>Total Acres</b>	<b>±26.616 Acres</b>	
Number of Units	80 (includes ex sf home) and clubhouse	
Density	±3 du/ac	1.5 du/ac plus incentive units
Max. Building Height-All PRD Areas	35'	
Min. Front Yard Setback-SF	20' from internal private drive or back of walk	As approved in development plan
Min. Side Yard Setback-SF	10 feet total or 15' from project boundaries	As approved in development plan
Min. Rear Yard Setback-SF	20' between rear of units or 15' from project boundaries	As approved in development plan
Min. Lot Frontage at Setback-SF	NA	As approved in development plan
Min. Lot Size-SF	NA	As approved in development plan
Min. Parking-SF	3	3



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CONCORD TOWNSHIP  
DELAWARE COUNTY, OHIO

APPLICATION  
Change in Zoning

FEE: \$ 1,950.00

**Note:** The initial application fee covers one meeting only.  
If the applicant requests tabling, there may be associated  
fees for rescheduling.

PURPOSE: \_\_\_\_\_

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

**SUBMITTAL REQUIREMENTS** – The following must be submitted with the correct application fee:  
One (1) completed application form, signed by property owner or lessee; AND arrange the following into fifteen  
(10) packets:

- ☐ Detailed Development plan in accordance with Section 19.06 c.) of the Concord Zoning Resolution;
- ☐ Current list of all property owners (with complete, current mailing addresses) within 200 feet of exterior boundaries of the land for which the action is requested;
- ☐ Plot plan and subject property showing the proposed location of the structure or change (all drawings must be to scale and must be folded to fit into letter size folder);
- ☐ Any other supporting documentation in regard to this application;
- ☐ Vicinity Map and Aerial Photo of Lot; AND
- ☐ Conversation with applicant regarding easements \_\_\_\_\_ applicant initials.

APPLICATION NUMBER: \_\_\_\_\_ DATE FILED: \_\_\_\_\_

ADDRESS OF PROPERTY: 7337 S. Section Line Rd., and adjacent property on S. Section Line Rd.

NAME OF OWNER: Thomas E., James A., and William L. Price

ADDRESS OF OWNER: 4839 Warrensburg Road, Delaware, Ohio 43015

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

NAME OF APPLICANT: Epcon Communities, Inc.

ADDRESS OF APPLICANT: 500 Stonehenge Parkway, Dublin, Ohio 43017

HOME PHONE: \_\_\_\_\_ WORK PHONE: 614-761-1010

PRESENT ZONING: \_\_\_\_\_ PRESENT USE: Residential & Agricultural

DESCRIPTION OF REQUEST (LAND / STRUCTURE USE): \_\_\_\_\_

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

Owner/Lessee: *Epcon Communities Inc*

Date: \_\_\_\_\_

Received and

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

(Zoning Inspector)

BOARD ACTION: \_\_\_\_\_

BOARD CHAIR SIGNATURE: \_\_\_\_\_

Board Secretary: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

Notice Mailed: \_\_\_\_\_

Date Published: \_\_\_\_\_

Property Owners' Statement

Concord Township

Application – Change in Zoning

On behalf of the property owners, Thomas E. Price, James A. Price, and William L. Price, I, the undersigned, consent to the filing by Epcon Communities, Inc. of the Application for Change in Zoning, for the properties located on South Section Line, Delaware, Ohio, parcels 319-220-01-046-000 and 319-220-01-049-000. Further, I authorize Joel Rhoades of Epcon Communities, Inc. to execute the documents and exhibits attached to the application.

*Thomas E Price*

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Thomas E. Price

Date: 7-16-14



**Application for Planned Residential District (PRD)**

**July 21, 2014**

**Property Address:** 7337 South Section Line Road

**Parcel No.:** 319-220-01-049-000 and 319-220-01-046-000

**Applicant:** Joel D. Rhoades  
Epcon Communities  
500 Stonehenge Parkway  
Dublin, Ohio 43017  
Phone: 614-761-1010

**Land Planner:** Todd Faris  
Faris Planning & Design  
243 North Fifth Street  
Suite 401  
Columbus, Ohio 43215  
Phone: 614-487-1964

**ARTICLE XI - PLANNED RESIDENTIAL DISTRICT (PRD)**

**Section 11.01 - PURPOSE:** The Township, recognizing that with increased residential areas which take into account unique natural features, contemporary land use concepts, and a balanced residential environment, hereby provides for the Planned Residential District intending hereby to promote the variety and flexibility of land development for residential purposes that are necessary to meet these demands while still preserving and enhancing the health, safety and general welfare of the inhabitants of Concord Township.

**Section 11.02 - APPLICATION:** The provisions of this article of the Zoning Resolution may be applied only to lands of the Township that have been approved for a zoning map amendment to PRD. An owner of the land in the township that is served by centralized water and sanitary sewer may submit an application of change to PRD zoning under the provisions of this Article. The action of the Township upon an application processed pursuant to this section shall be considered a legislative act, subject to referendum.

**Section 11.03 - PERMITTED USES:** Within the Planned Residential District (PRD), the following uses, developed in strict compliance with the approved development plan and standards, shall be permitted:

a) Residential structures may be either single family or multi-family.

**This zoning district will consist of 80 single family homes as shown on Exhibit C-1 Development Plan. Of these, one will be the single-family home now existing on the property (some existing agricultural buildings will be removed in the course of development while others will be maintained, at the developer's sole discretion and as**

**necessary to accommodate the proposed development). At the property owner's discretion, either now or in the future, the existing single-family home (and remaining ancillary buildings, if any) may be removed and one additional new, condominium dwelling may be built in its place.**

b) Nonresidential uses of a religious, cultural, educational or recreational nature or character to the extent that they are designed and intended to serve the residents of the Planned Residential District. Said facilities may be designed to serve adjoining neighborhoods or residents if they are located in such proximity to the major thoroughfares as to permit access without burdening residential streets.

**This use will not be permitted in this zoning district.**

c) Public or Private golf courses, country clubs, fishing lakes or similar recreational uses with all buildings and club houses incident thereto including restaurant to serve members and/or users of the facility.

**This use will not be permitted in this zoning district.**

d) Temporary structures such as mobile office and temporary buildings of a nonresidential character may be used incident to construction work on the premises, or on adjacent public projects, or during a period while the permanent dwelling is being constructed. The user of said structure shall obtain a permit for such temporary use, which shall be valid for six (6) months and may be renewed not more than twice. Renewal of the permit shall be at the discretion of the Zoning Inspector on finding of reasonable progress toward completion of the permanent structure or project. The Zoning Inspector may require provisions for sanitary waste disposal and water supply, as he/she deems necessary. The fees for such permit and renewals thereof shall be established by the Board of Township Trustees. Said temporary structure shall be removed no later than ten (10) days after expiration of said permit.

**It is not anticipated that there will be a need for temporary non-residential structures, other than a construction trailer. Should temporary non-residential structures be necessary for this zoning district, the proper permits will be obtained as required by the Township Zoning Resolution.**

**Section 11.04 - CONDITIONAL USES:** Within the PRD zoning, district the following uses may be permitted, subject to the conditions and restrictions imposed by the Board of Zoning Appeals (BZA) pursuant to the provisions of Article XXVIII of this Resolution. Conditionally permitted uses shall be considered abandoned if said use or uses are not commenced within one (1) year from the date of BZA approval or are discontinued for a period in excess of two (2) years. Unless the conditional use permit specifically provides that the grant shall be permanent and shall run with the land, the sale or conveyance of the land and or structure wherein the same is located or upon which the same is granted shall void the conditional use permit, and the



subsequent owner(s) or his/her agent shall be required to apply for a continuation and/or modification of such use(s) to the BZA. A designation by the BZA that a permit is permanent and shall run with the land does not affect the right of authorities to seek redress for failure to comply with conditions imposed. No conditional use shall be implemented until a conditional use permit is issued by the Zoning Inspector.

a) Customary Home Occupations, which are clearly incidental and secondary to residential use, conducted by the resident of a permitted dwelling are subject to the requirements of Section 21.12.

**This zoning district will meet the Home Occupation Requirements**

b) Group homes or residential care facilities in which not more than six (6) persons are provided with room, board, specialized care, rehabilitative services, and supervision in a family environment. All such facilities shall have all approvals and/or licenses as required by state or local agencies. In addition to all other conditions deemed necessary, the following conditions shall be imposed by the Board of Zoning Appeals:

- 1) The facility shall comply with Section 11.07, Development Standards.
- 2) No exterior alterations of the structure shall be made which depart from the residential character of the building. All new structures shall be compatible in residential design with the surrounding neighborhood.
- 3) No Group Home should be located within a one (1) mile radius of another such facility.

**This use will not be permitted in this zoning district.**

c) Model Homes, the same being defined as residential type structures used as sales offices by builders/developers and to display the builder's/developer's product. The same may be furnished within, since its purpose is to display to prospective buyers the builder's/developer's features (such as exterior siding treatment, roofing materials, interior trim, moldings, floor covering, etc.) in the environment of a completed home. Model homes may be staffed by the builder's/developer's sales force. Model homes shall be subject to the following restrictions:

**This zoning district will meet the Model Home requirements. Requirements are as follows:**

- 1) Hours of operation: All model homes shall be closed between 9:00 P.M. and 9:00 A.M.
- 2) Lighting: All exterior lighting must be downlighting, so that no light shall be cast onto adjoining residential properties. All off-street parking areas must be illuminated. All exterior lighting shall be extinguished at the closing time of the model home.

3) Parking: All model homes shall provide off-street paved parking for the public. Such off-street paved parking shall be located as directed by the Board of Zoning Appeals. The number of required parking spaces shall be six (6) per model home.

4) Screening and trash receptacles: Landscape drawing shall be required and shall show adequate landscape and screening from adjoining residential lots, together with the clear marking of the boundaries of the model home lot. Trash receptacles shall be provided around the model home for use by the public.

5) Termination of use: The use of model homes within a residential subdivision, or within any single phase of a multi-phase subdivision, shall terminate when building permits have been issued for ninety percent of the lots therein.

### **Section 11.05- PROHIBITED USES**

**This zoning district will not contain any of the Prohibited Uses as set forth herein.**

a) Any use not specifically authorized by the express terms of this article of the Zoning Resolution shall be prohibited.

b) Outdoor storage of inoperable or unlicensed motor vehicles for a period exceeding fourteen (14) days is prohibited. Said vehicles, if stored on the premises, shall be enclosed within a building so as not to be visible from any adjoining property or public road.

c) No motor home, trailer, camper, boat nor equipment of any type shall be parked in front of the front building line on any lot within this district for more than twenty-four (24) hours in any ten (10) day period. If a dwelling is located on said lot, the building line shall be considered to be the front wall of the dwelling even if said dwelling is located behind the minimum building line established by this Resolution, or the restrictions in the plat, deed, or development plan.

d) No motor home, mobile home or camper of any type may be occupied by a guest of the resident/owner for more than fourteen (14) days. No more than one motor home, trailer, or camper may be occupied for such a period on any lot of record.

Except as specifically permitted in Section 11.03 (d), no manufactured/mobile home shall be placed or occupied in this district. Modular structures in compliance with the Ohio Building Code and designed for placement on a permanent foundation are acceptable.

e) Agricultural activities as prohibited in Section 6.02 of this Resolution.

f) No trash, debris, unused property, or discarded materials which create an eyesore, hazard or nuisance to the neighborhood or general public shall be permitted to accumulate on any lot or portion thereof.

### **Section 11.06 – PROCEDURE: In addition to any other procedures set out in this**

Resolution, all applications for amendments to the zoning map to rezone lots to this PRD district shall follow the procedures hereinafter set forth:

a) Application - The owner or owners of lots within the Township may request that the zoning map be amended to include such lots in the Planned Residential District in accordance with the provisions of this Resolution.

**The developer is submitting the “Property” (hereinafter defined) for consideration of a zoning change from FR-1 to a Planned Residential District (PRD).**

The applicant is encouraged to engage in informal consultations with the Zoning Commission prior to formal submission of a development plan and request an amendment of the zoning map, understanding that no statement by officials of the Township shall be binding upon either.

**The applicant met informally with the Township zoning inspector and with Delaware County Regional Planning.**

b) Development Plan - Ten (10) copies of the development plan shall be submitted to the Zoning Commission with the application, which plan shall include in text and drawing form the following:

1) The proposed boundaries, size and location of the Planned Residential District drawn to scale.

**This zoning district consists of approximately 26.398 acres. The legal description has been submitted as part of the zoning application and is attached hereto as Exhibit B-1.**

2) The general development character of the lot including the limitations or controls to be placed on residential and related uses, with probable lot sizes, minimum setback requirements, structure location, and other development features including landscape.

**See Development Plan attached hereto as Exhibit C-1 and Sample Deed Restrictions attached hereto as Exhibit F-1.**

**Each owner of a dwelling (with the exception of the existing single-family home, until such time, if any, that it is removed and replaced as described herein above) shall be a member of a condominium unit owners association which will own and maintain the open space. The Condominium Association shall be formed prior to the closing on the sale of the first home from the developer. Prior to time the Condominium Association is created, the property will be maintained by the developer.**

**The development will meet the tree requirements set forth in Section 23.03 D (2) (a) of the Township zoning code. Also see Landscape Plan attached as Exhibit D-1.**

3) Architectural design criteria for all structures and criteria for proposed signs with proposed control procedures.

**The exteriors of the homes constructed shall be comprised entirely of stone, brick, cultured stone, EIFS, wood (including engineered wood), cementitious fiber or stucco, or a combination thereof, except for gutters, soffits and overhangs, entry doors, garage doors**

and other accents. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, etc.

All homes will have a minimum eight (8) inch overhangs, a minimum roof pitch of 6/12 on the main structures of the home (accent features such as porches and dormers may have less than 6/12 roof pitch), all front windows will be wrapped with a minimum of four (4) inch wood trim (except when the windows are surrounded by stone or brick) and the garage doors will either have raised panels or decorative accents.

Exterior finishes containing high gloss or high chroma colors are prohibited on all structures within the property. The same front elevations and/or color treatment shall not be repeated for any home located within one (1) lot on either side or directly across the street from the subject home.

See Exhibit F-1 for Sample Deed Restrictions.

See Exhibit D-2 for specifications and limitation for signage for entranceway.

Lot sizes as shown on the Development Plan are subject to final engineering. Notwithstanding the foregoing, the number of lots shall not be increased.

4) The proposed provisions for water, sanitary sewer and surface drainage with engineering feasibility studies or other evidence of reasonableness.

#### **Water**

See Exhibit E-1 for Engineering Feasibility Plan and Exhibit E-3 for Delco Water Serviceability Letter.

#### **Sanitary**

See Exhibit E-1 for Engineering Feasibility Plan and Exhibit E-2 for Delaware County Sanitary Engineer Letter.

#### **Surface Drainage**

All surface and subsurface storm water provisions will comply with the Delaware County Engineer's Regulations, including detention and retention requirements, subject to any waivers granted by the county Engineer's office. The proposed storm water drainage facilities (basins) are shown on the plan. All retention facilities will be wet ponds and storm water quality basins shall be dry. See Exhibit C-1 for Development Plan and Exhibit E-1 for Engineering Feasibility Plan.

All utilities will be underground except for electric and telephone pedestals and/or any other similar appurtenances necessary to service this zoning district.

5) The proposed traffic patterns showing public and private streets and other transportation facilities, including their relationship to existing conditions, topographically.

**Access is off South Section Line Road with emergency access only to St. Laurent Drive, each as shown on the Development Plan attached as Exhibit C-1.**

6) The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable. Include a list of owners and addresses whose property is contiguous to and directly across from the applicant's property according to the most recent County Auditor's tax list.

**The site is surrounded by FR-1 (to the north, south, and west) and PRD (Scioto Reserve, to the east), which has been developed with single-family homes.**

7) The proposed size, location, and use of nonresidential portions of the lot including usable open areas, parks, paths, school sites, and other areas with their suggested ownership.

**See Development Plan attached as Exhibit C-1 for open space areas and pathways.**

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

**If zoning is approved, construction will start in 2015. See the Phasing Plan attached as Exhibit C-2.**

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

**See the Phasing Plan attached as Exhibit C-2.**

10) The ability of the applicant to carry forth his/her plan by control of the land and the engineering feasibility of the plan. If the applicant is not the owner, the applicant must have written authorization from the owner.

**The applicant is currently under contract to purchase the property.**

11) Specific statements of divergence from the development standards in Article XXI or existing county regulations or standards and the justification therefore. Unless a variation from these development standards is specifically approved, the same shall be complied with.

**No divergences are requested.**

12) Evidence of the applicant's ability to post a bond if the plan is approved ensuring completion of public service facilities to be constructed within the project by the developer.

**At the time of approval of the subdivision plat and engineering plans, a letter of credit from the Developer will be submitted to Delaware County.**

c) Criteria for Approval - In approving an application for a Planned Residential District, the reviewing authority shall determine:

1) If the proposed development is consistent in all respects with the purpose, intent, and general standards of this Zoning Resolution.

**See Development Plan attached as Exhibit C-1. The density is 3.0 units/ acre.**

2) If the proposed development is in conformity with the comprehensive plan or portion thereof as it may apply.

**The proposed development is compatible with the comprehensive plan.**

3) If the proposed development advances the general welfare of the township and the immediate vicinity.

**Single family homes are appropriate for this site. It is surrounded by other single-family homes with which it will be compatible in style and value. The proposed homes will be primarily targeted to empty-nesters and seniors, a growing population segment within the township and having less impact on public infrastructure than traditional single-family on platted lots. See Exhibit G-1 for Population Demographics.**

d) Effect of Approval - The Development Plan as recommended for approval by the Zoning Commission and approved by the Township Trustees shall constitute all amendment to the Zoning Resolution as it applies to the lands included in the approved amendment. The approval shall be for a period of three (3) years to allow the preparation of plats required by the Subdivision Regulations of Delaware County, Ohio.

Where the land is to be developed in phases, plans for phases subsequent to the first phase shall be submitted in accordance with the timetable in the approved development plan. Unless the required plats are properly recorded and work on said development commenced within three (3) years, the approval shall be voided and the land shall automatically revert to the previous District unless the application for time extension is timely submitted and approved.

e) Extension of Time or Modification - An extension of the time limit or a modification of the approved development plan may be approved by the Zoning Commission and the Township Trustees. Such approval shall be given only upon a finding of the purpose and necessity for such change or extension and evidence of reasonable effort toward the accomplishment of the original development plan, and that such extension or modification is not in conflict with the general health, welfare and safety of the public or development standards of the district. No extension of time shall be granted except on application filed with the Township Zoning Inspector not later than ninety (90) days before the expiration of the three (3) year period prescribed in Section 11.06 (d) as hereinbefore set forth.

f) Site Plans Required - In the Planned Residential District (PRD), no use shall be established or changed, and no structure shall be constructed or altered until the required subdivision plat has been prepared and recorded in accordance with the Subdivision Regulations for Delaware County, Ohio, and this Resolution. The subdivision plat shall be in accord with the approved development plan and shall include:

1) Site arrangement, including building setback lines and space to be built upon within the site; water, fire hydrants, sewer, all underground public utility installations, including sanitary sewers, surface drainage and waste disposal facilities; casements, access points to public right-of-way; and land reserved for non-highway service use with indication of the nature of such use.

**See Development Plan attached as Exhibit C-1.**

2) Deed restrictions, covenants, easements and encumbrances to be used to control the use, development and maintenance of the land, the improvements thereon, and the activities of occupants, including those applicable to areas within the lot to be developed for nonresidential uses.

**See Sample Deed Restrictions attached as Exhibit F-1.**

3) In the event that any public service facilities not to be otherwise guaranteed by a public utility have not been constructed prior to recording of the plat, the owner of the project shall post a performance bond in favor of the appropriate public officers in a satisfactory amount ensuring expeditious completion of said facilities within one (1) year after the recording of said plat. In no event, however, shall any zoning certificate be issued for any building or use until such time that the facilities for the phase in which the building or use is located are completed.

**At the time of approval of the engineering plans, a letter of credit from the Developer will be submitted to Delaware County.**

g) Administrative Review - All plats, construction drawings, restrictive covenants and other necessary documents shall be submitted to the Zoning Inspector or his/her designated technical advisors for administrative review to ensure substantial compliance with the development plan as approved. The Board of Trustees may, from time to time, establish fees to be deposited for each administrative review in order to defray the costs associated with such review.

**Section 11.07 – DEVELOPMENT STANDARDS:** In addition to any other provisions of this Resolution the following standards for arrangement and development of lands and buildings are required in the Planned Residential District:

a) Intensity of Use - The maximum density shall be one and one-half (1 1/2) dwelling units per gross acre within the area to be developed, unless the physical boundaries of land or existing developments adjacent thereto on adjoining lands establish an atmosphere inconsistent with the above maximum density of one and one half (1 1/2) dwelling units per gross acre. Increased densities of one-half dwelling unit per quality item may be approved by the Concord Zoning Commission and Township Trustees if it is determined that any of the following quality items are included in the development plan:



- 1) If the property is directly adjacent and easily accessible to major thoroughfares.
- 2) If the property is directly adjacent and easily accessible to publicly controlled and maintained community recreational facilities or service.
- 3) If the developer provides usable parks or public open or recreational space as part of the design of the development.
- 4) If pedestrian or bike trails are provided as part of the design of the development.
- 5) The retention and protection of natural or historic areas.

The Zoning Commission may recommend and Township Trustees may approve zoning incentives of up to one-half (1 /2) unit per gross acre for each of the above standards of quality found to exist; however, the total density for the entire area of the development shall not exceed three (3) units per gross acre.

For purposes of development within the Planned Residential District in Concord Township, the maximum density for development shall be as follows:

Type Dwelling Maximum Dwelling Units per Gross Acre

Single Family 1 1/2 (plus incentive units)

Multi-family 6

**The applicant is requesting a density of 3.0 units / acre. The site meets the above requirements for increased density.**

b) Arrangement of Structures

1) Setback Line - The physical relationships of buildings and uses and their minimum yard spaces shall be developed in compliance with the approved plan and the provisions of Article XXI unless a variance is approved.

**All dwellings will be condominium units within a Condominium Association to be established by the developer. See Development Plan attached as Exhibit C-1.**

2) Building Height Limits - No building in this district shall exceed thirty-five (35) feet in height measured from the finished grade established not closer than fifteen (15) feet to the exterior wall of the structure. Barns, silos, grain bins, grain handling conveyors, church spires, domes, flag poles and elevator shafts are exempted from any height regulation and may be erected to any safe height. No windmill, aerial, antenna or tower shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said lot.

**This zoning district will meet the building height limitation requirements.**

c) Building Dimension (Floor space requirements) - Each single family dwelling hereafter erected in this district shall have a living area not less than one thousand (1000) square feet. All such living areas shall be exclusive of basements, porches or garages.

All multi-family buildings constructed within this district shall contain the following minimum living area, to wit:

One (1) bedroom unit 800 square feet

Two (2) bedroom unit 950 square feet

Three or more bedroom units 1000 square feet

d) Landscape - All yards, front, side and rear, shall be landscaped, and all organized open spaces or nonresidential use areas shall be landscaped. Such landscape plans shall be submitted with the zoning application and shall meet the requirements of Article XXIII

**This zoning district will meet the Building Dimension requirements.**

e) Site Development - To the maximum extent possible, all natural drainage courses, vegetation, and contours in excess of six (6%) percent shall be maintained.

**This zoning district will meet the above requirement.**

f) Parking - Off-street parking shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress according to the development plan. In preparing and approving the parking plan, provisions of Article XXI shall be incorporated when appropriate.

**Each home will have at least a two-car garage as well as two parking spaces available in the driveway.**

g) Signs - Except as provided under the provisions of this article for home occupations or as controlled by Article XXII and except as permitted by the Board of Zoning Appeals incident to Conditional Uses, no signs shall be permitted in this district except a "For Sale" or "For Rent" or "For Lease" sign advertising the tract on which the said sign is located. Such sign shall not exceed four (4) square feet in area on either side.

The owner or developer of a subdivision or similar area, upon the conditions and for the time period established by the Zoning Commission, may erect one sign not exceeding thirty-two (32) square feet in area per side advertising said subdivision, development or lot for sale.

**See entranceway signage as shown on Exhibit D-2.**

h) Construction and Maintenance of Improvements Within Right-of-Way: Unless otherwise specifically required by applicable law, the construction and maintenance of all improvements behind the curb line or the edge of pavement including but not limited to drainage improvements,

landscape improvements, sidewalks and/or driveways approaches shall be the responsibility of the abutting property owner.

**This zoning district will meet the above requirement.**

i) Special Additional Conditions - The Township Zoning Commission may recommend and the Township Trustees may impose special additional conditions relating to the development with regard to type and extent of public improvements to be installed; landscape, development, improvement, and maintenance of common open space any other pertinent development characteristics.

j) Exterior Lighting - All exterior lighting fixtures will be shaded wherever necessary to avoid casting direct light upon any adjoining property located in a Residential District.

**This zoning district will meet the above requirement.**

k.) Performance Standards - All uses within this district shall be in compliance with the provisions of Article XXI, Section 21.11.

**This zoning district will meet the above requirement.**

l.) Accessory building- No part of any accessory building shall be located in the front yard.

**This zoning district will meet the above requirement.**

CITY OF COLUMBUS  
6020 RIVERSIDE DR  
DELAWARE OH 43015

CITY OF COLUMBUS  
8420 RIVERSIDE DR  
DELAWARE OH 43015

WILLIAMSON KELLY A & DAVID B  
7428 S SECTION LINE RD  
DELAWARE OH 43015

STOCKDALE ROBERT G & PAMELA S  
7296 S SECTION LINE RD  
DELAWARE OH 43015

MORAN MICHAEL L KAREN L  
7236 S SECTION LINE RD  
DELAWARE OH 43015

CITY OF COLUMBUS  
5770 RIVERSIDE DR  
DELAWARE OH 43015

CITY OF COLUMBUS  
5300 FRONT ST  
DELAWARE OH 43015

CITY OF COLUMBUS  
7600 RIVERSIDE DR  
DELAWARE OH 43015

CITY OF COLUMBUS  
7690 RIVERSIDE DR  
DELAWARE OH 43015

CITY OF COLUMBUS  
8080 RIVERSIDE DR  
DELAWARE OH 43015

CITY OF COLUMBUS  
8260 RIVERSIDE DR  
DELAWARE OH 43015

GILLESPIE PAUL BRIAN & BUYER MICHELLE  
5085 SHADOW WOODS CT  
POWELL OH 43065

WILKER RANDOLPH A & MARY E  
7190 SCIOTO PKWY  
POWELL OH 43065

COTTRILL MICHAEL W & IRIS B  
7462 FAIRFIELD LAKES DR  
POWELL OH 43065

HSBC BANK USA NATIONAL ASSN.  
7422 FAIRFIELD LAKES DR  
POWELL OH 43065

KROEGER SEAN & ROBYN  
7410 FAIRFIELD LAKES DR;  
POWELL; OH 43065

TARRIER RANDY  
7294 SCIOTO PKWY;  
POWELL; OH 43065

RICHARDS EL JAY & CHRISTINA K  
7284 SCIOTO PKWY;  
POWELL; OH 43065

BEELEY LUCAS D  
7516 FAIRFIELD LAKES DR;  
POWELL; OH 43065

CAMERON KEVIN D CHRISTINE M  
7492 FAIRFIELD LAKES DR;  
POWELL; OH 43065

AMUNDSON JACK L EMMALEE W  
7481 S SECTION LINE RD;  
DELAWARE; OH 43015

KEEGAN LAUREL J MARK  
7093 S SECTION LINE RD;  
DELAWARE; OH 43015

PINNEY KENNETH D CHRISTINE E  
7258 S SECTION LINE RD;  
DELAWARE; OH 43015

TRIMBLE MARIAN A  
7212 S SECTION LINE RD;  
DELAWARE; OH 43015

MCDONALD SCOTT I  
7352 S SECTION LINE RD;  
DELAWARE; OH 43015

WILLIAMSON TERRY DONNA J TRUSTEES  
7380 S SECTION LINE RD;  
DELAWARE; OH 43015

WOOD VAN E CAROL M  
7332 S SECTION LINE RD;  
DELAWARE; OH 43015

SPAIN STEVEN D & SARAH W  
7304 S SECTION LINE RD;  
DELAWARE; OH 43015

ZIPF BELINDA P  
7164 S SECTION LINE RD;  
DELAWARE; OH 43015

MORENO JACK A JAYNE E  
7490 S SECTION LINE RD;  
DELAWARE; OH 43015

FISHER AMY & STURGEON JENNIFER L  
7456 S SECTION LINE RD;  
DELAWARE; OH 43015

KARN DAVID P & PATRICIA L  
7400 S SECTION LINE RD;  
DELAWARE; OH 43015

WOOD WILLIAM H & ERICA M  
7526 FAIRFIELD LAKES DR;  
POWELL; OH 43065

LANDRY GHYSLAIN  
7478 FAIRFIELD LAKES DR;  
POWELL; OH 43065

EMLEY FRED W SHARON J  
7450 FAIRFIELD LAKES DR;  
POWELL; OH 43065

OKE KEDAR & NANDA JASMINE  
7400 FAIRFIELD LAKES DR;  
POWELL; OH 43065

PUTHIYAVEEDU SANDHYA & CHINTALAPUDI  
5147 ST LAURENT DR;  
POWELL; OH 43065

VU DAVID C  
7242 SCIOTO PKWY;  
POWELL; OH 43065

KOPIASZ JASON & SIBEL  
7228 SCIOTO PKWY;  
POWELL; OH 43065

PAYNE PAUL J & CHRISTINA E  
7212 SCIOTO PKWY;  
POWELL; OH 43065

ALLEN TODD M CAROL A  
5093 SHADOW WOODS CT;  
POWELL; OH 43065

BELL DAVID  
7133 S SECTION LINE RD;  
DELAWARE; OH 43015

BOYD JOHN C & KIMBERLY ANN  
7378 FAIRFIELD LAKES DR;  
POWELL; OH 43065

HUTCHINSON JOHN A CATHERINE M  
7536 FAIRFIELD LAKES DR;  
POWELL; OH 43065

PRICE THOMAS E JAMES A & WILLIAM L  
7337 S SECTION LINE RD;  
DELAWARE; OH 43015

ARNHOLD JONATHAN R ANNMARIE  
7200 SCIOTO PKWY;  
POWELL; OH 43065

YEAGER CHRISTOPHER J & ALISON J  
7368 FAIRFIELD LAKES DR;  
POWELL; OH 43065

KOCH JAMES J & LISA  
7506 FAIRFIELD LAKES DR;  
POWELL; OH 43065

WOLTER KURT E  
7436 FAIRFIELD LAKES DR;  
POWELL; OH 43065

KLINE DAVID & LAURA M  
7388 FAIRFIELD LAKES DR;  
POWELL; OH 43065

GILLESPIE PAUL BRIAN & BUYER MICHELLE  
5085 SHADOW WOODS CT  
POWELL OH 43065

FINGERHUT PETER A & JONI M  
5092 SHADOW WOODS CT  
POWELL OH 43065

GIEDLINSKI LOU ANN ANTHONY F JR  
5191 SOUTH LAKE HILL RD  
DELAWARE OH 43015

TARACKO JOHN A CURLIS NOLA M  
5177 SOUTH LAKE HILL RD  
DELAWARE OH 43015

KEEGAN LAUREL J MARK  
7093 S SECTION LINE RD;  
DELAWARE OH 43015

HUSS MAUREEN P  
5086 SHADOW WOODS CT  
POWELL OH 43065

ALLEN TODD M CAROL A  
5093 SHADOW WOODS CT  
POWELL OH 43065

BELL DAVID  
7133 S SECTION LINE RD  
DELAWARE OH 43015

QUARANTO ANTHONY R & PATRICIA CLAIRE  
5211 SOUTH LAKE HILL RD  
DELAWARE OH 43015

PRICE THOMAS E JAMES A & WILLIAM L  
7337 S SECTION LINE RD  
DELAWARE OH 43015

SCIOTO RESERVE MASTER  
ASSOCIATION INC  
PARCEL #31922008001001

SCIOTO RESERVE MASTER  
ASSOCIATION INC  
PARCEL #31923010007000

SCIOTO RESERVE MASTER  
ASSOCIATION INC  
PARCEL #31922008001001

SCIOTO RESERVE MASTER  
ASSOCIATION INC  
PARCEL #31922004047000

CARTER G THOMAS FRIEDA B  
PARCEL #31922002009000

JC LAND COMPANY LTD  
PARCEL #32011002068000

Zoning Description  
26.616 Acre Tract

Situated in the State of Ohio, County of Delaware, Township of Concord, being located in Farm Lot 17 and Farm Lot 32, Section 2, Township 3, Range 19 in the United States Military Lands, and also being all of Tract 1 and Tract 2 in the name of Thomas E. Price, James A. Price, and William L. Price as described in Deed Volume 622, Page 239, all records are to the Delaware County Recorder's Office, Delaware County Ohio:

Beginning in the centerline of Section Line Road at the southwesterly corner of a 1.00 acre tract in the name of David Bell as described in Deed Volume 790, Page 1679.

Thence South 88°11'29" East, a distance of 292.87 feet with the southerly line of said 1.00 acre tract to the southeasterly corner of said tract;

Thence North 03°17'08" East, with the easterly line of said 1.00 acre tract a distance of 152.67 feet to the northeasterly corner of said tract in the southerly line of a 2.99 acre tract in the name of Laurel J. Keegan and Mark Keegan as described in Deed Volume 415, Page 921;

Thence South 88°24'11" East, with said southerly line of said 2.99 acre tract a distance of 104.29 feet to the southeasterly corner of said tract;

Thence North 06°52'17" East, with the easterly line of said 2.99 acre tract a distance of 320.76 feet to the southerly right of way line of Lakehill Road South;

Thence South 88°33'58" East, with said southerly line a distance of 132.49 feet to the northwesterly corner of Scioto Reserve Section 3, Phase 3 as shown of record in Plat Cabinet 2, Slide 588-588A;

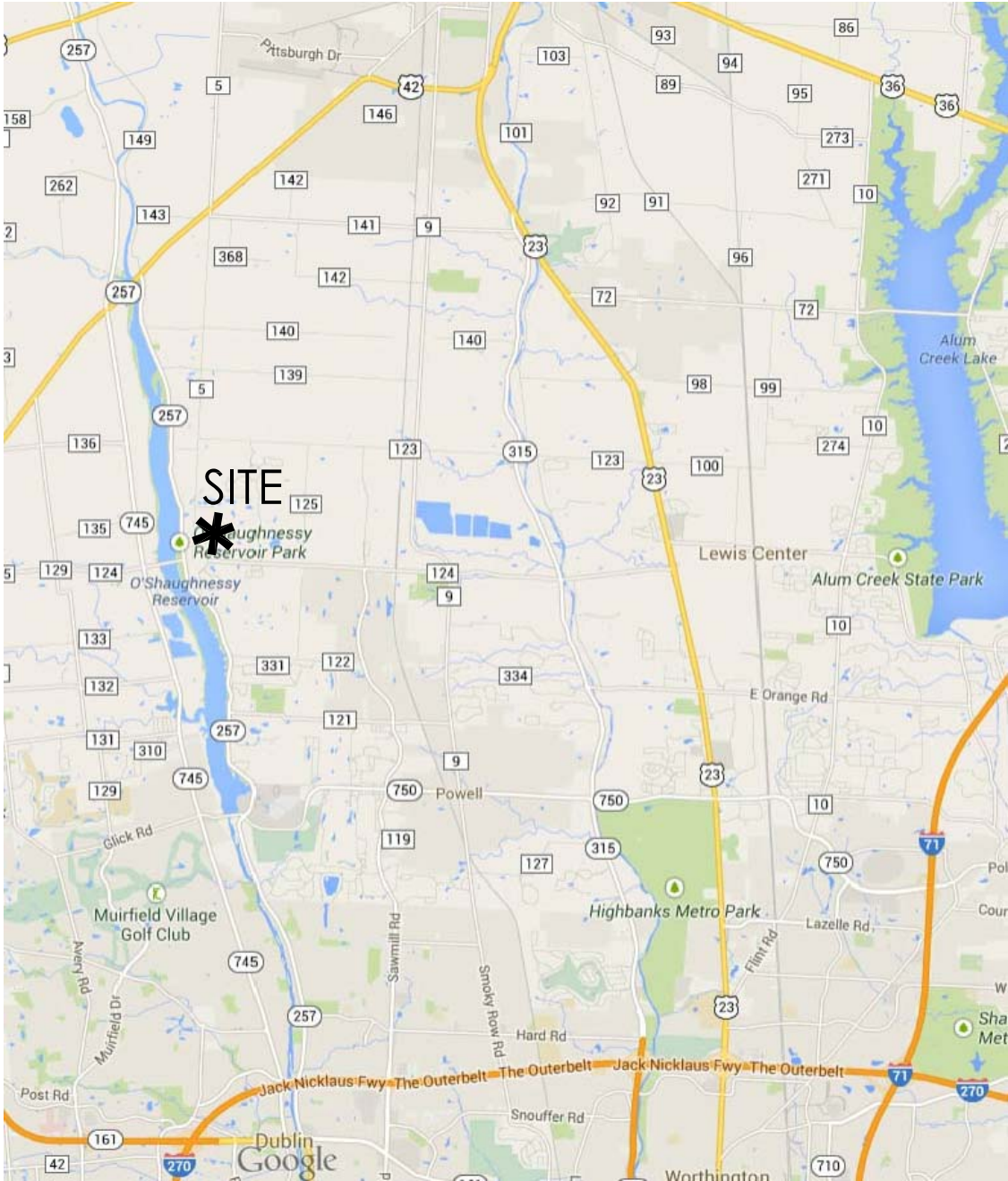
Thence South 03°34'34" West, with the westerly line of said Scioto Reserve Section 3, Phase 3 also being the westerly line of Scioto Reserve Section 3, Phase 1 as shown of record in Plat Cabinet 2, Slide 319-319A- 319B to the northeasterly corner of a 0.721 acre tract in the name of Jack L. Amundson and Emmalee W. Amundson as described in Deed Volume 613, Page 717;

Thence North 86°52'52" West, with the northerly line of said 0.721 acre tract a distance of 541.90' feet to the northwesterly corner of said tract in the centerline of said Section Line Road;

Thence North 03°25'36" East, with the centerline of said road, also being the westerly line of said Tract 1 and Tract 2 of said Price tract a distance of 1968.36 feet to the **True Place of Beginning** containing 26.616 acres more or less.



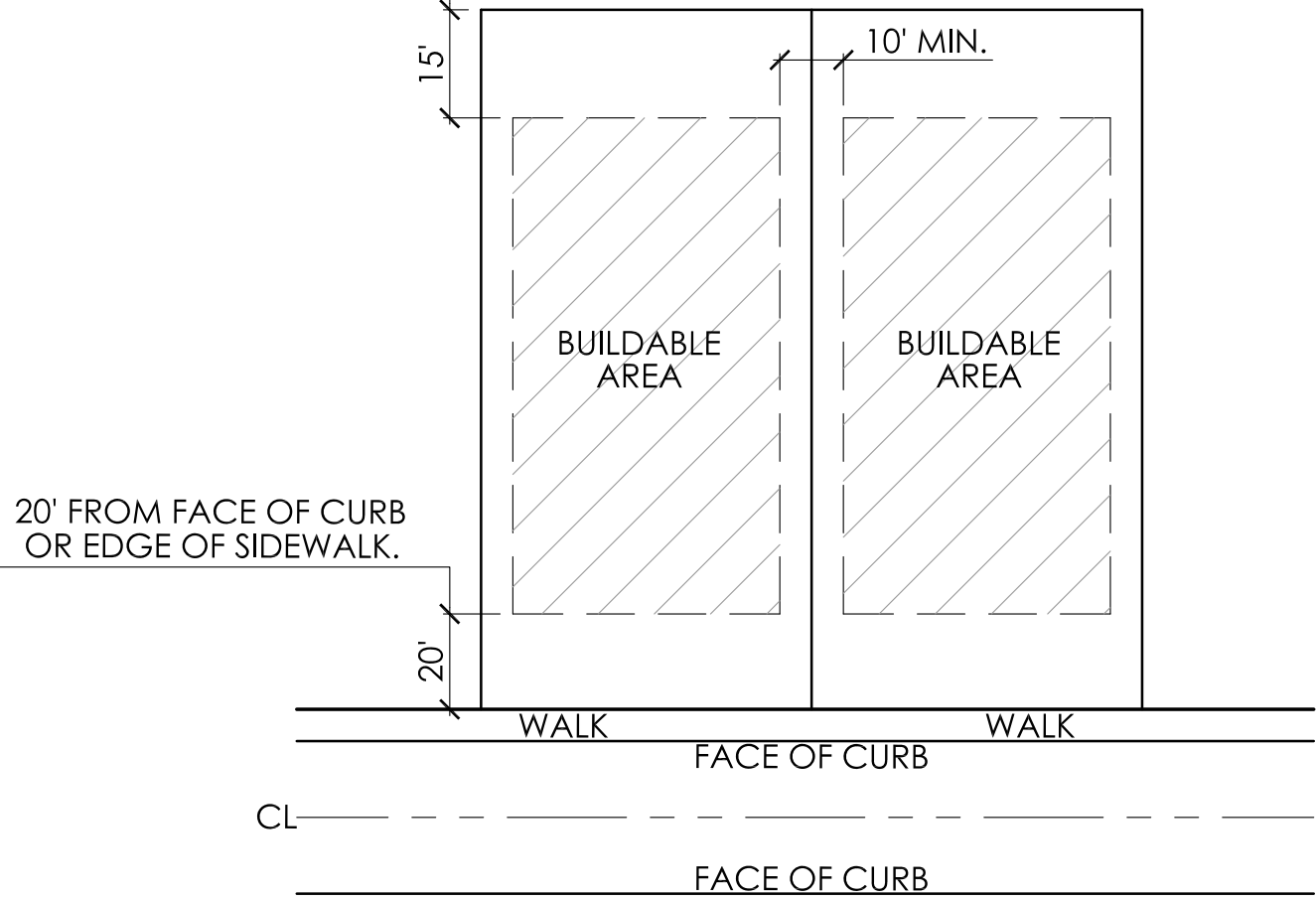
VICINITY MAP



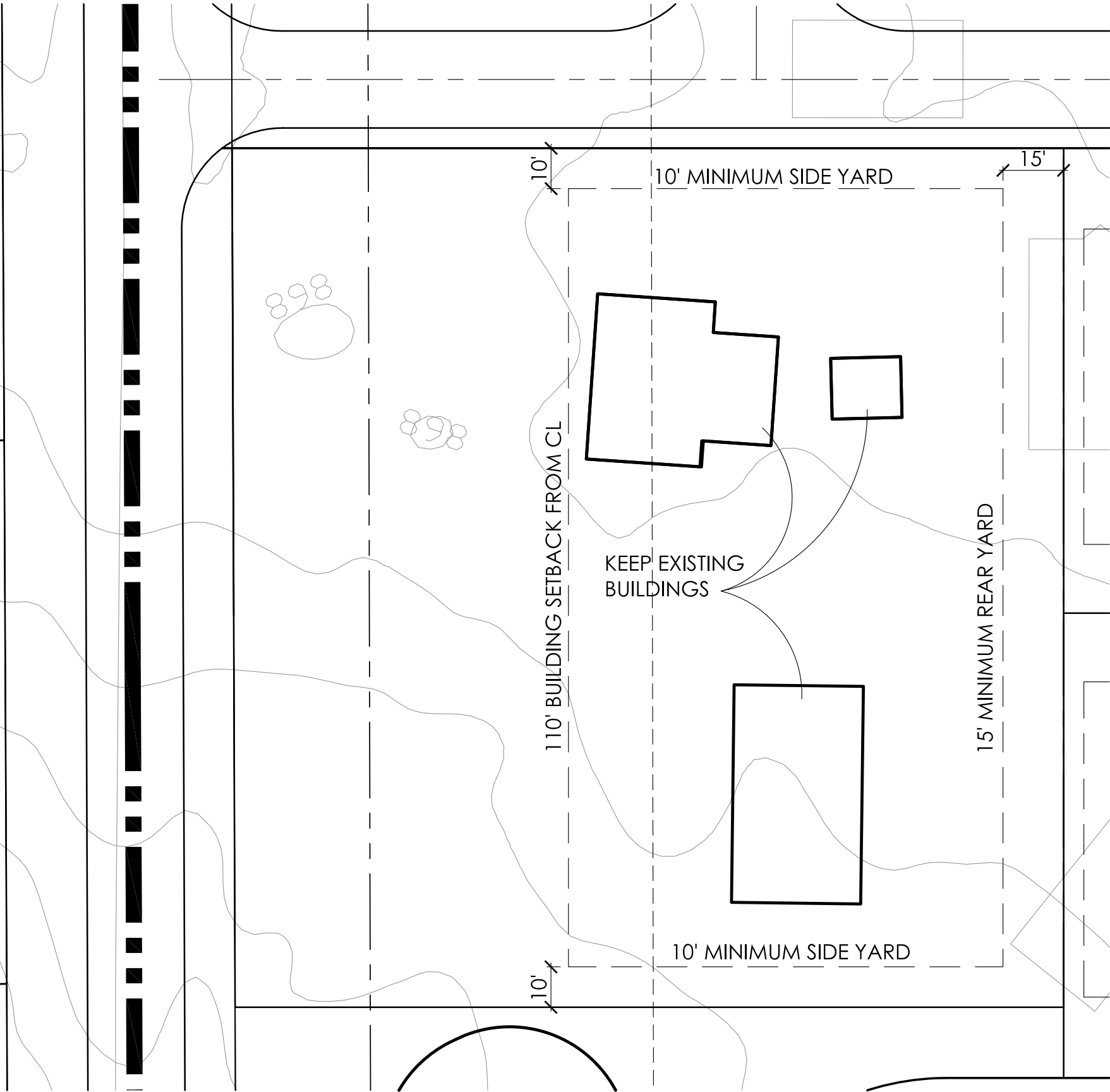
SITE DATA

TOTAL ACRES	+/- 26.62 ACRES
TOTAL UNITS	80 UNITS
DENSITY	+/- 3 D.U./AC.
OPEN SPACE	=/- 8.38 AC.

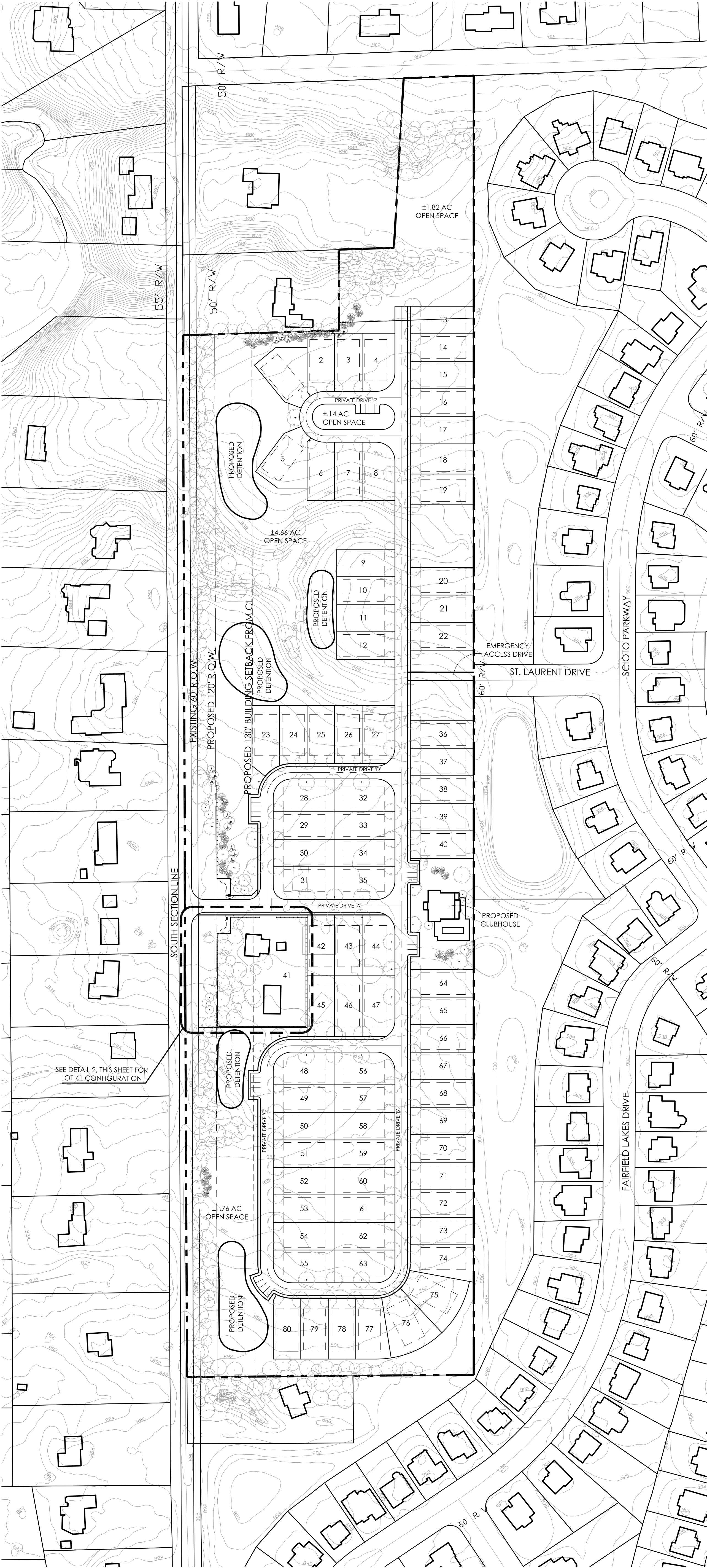
15' MINIMUM TO PROJECT  
BOUNDARY OR 20' BETWEEN  
REAR OF UNITS.



1 TYPICAL CONFIGURATION  
SCALE: 1"=30'



2 LOT 41 CONFIGURATION  
SCALE: 1"=30'



DEVELOPMENT PLAN

THE COURTYARDS AT SOUTH SECTION LINE

PREPARED FOR EPCON COMMUNITIES

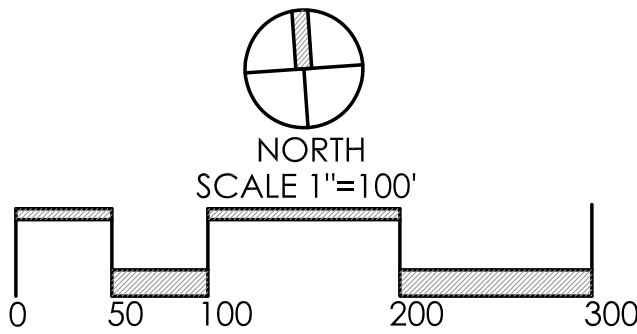
DATE: 7.21.14

EXHIBIT C-1

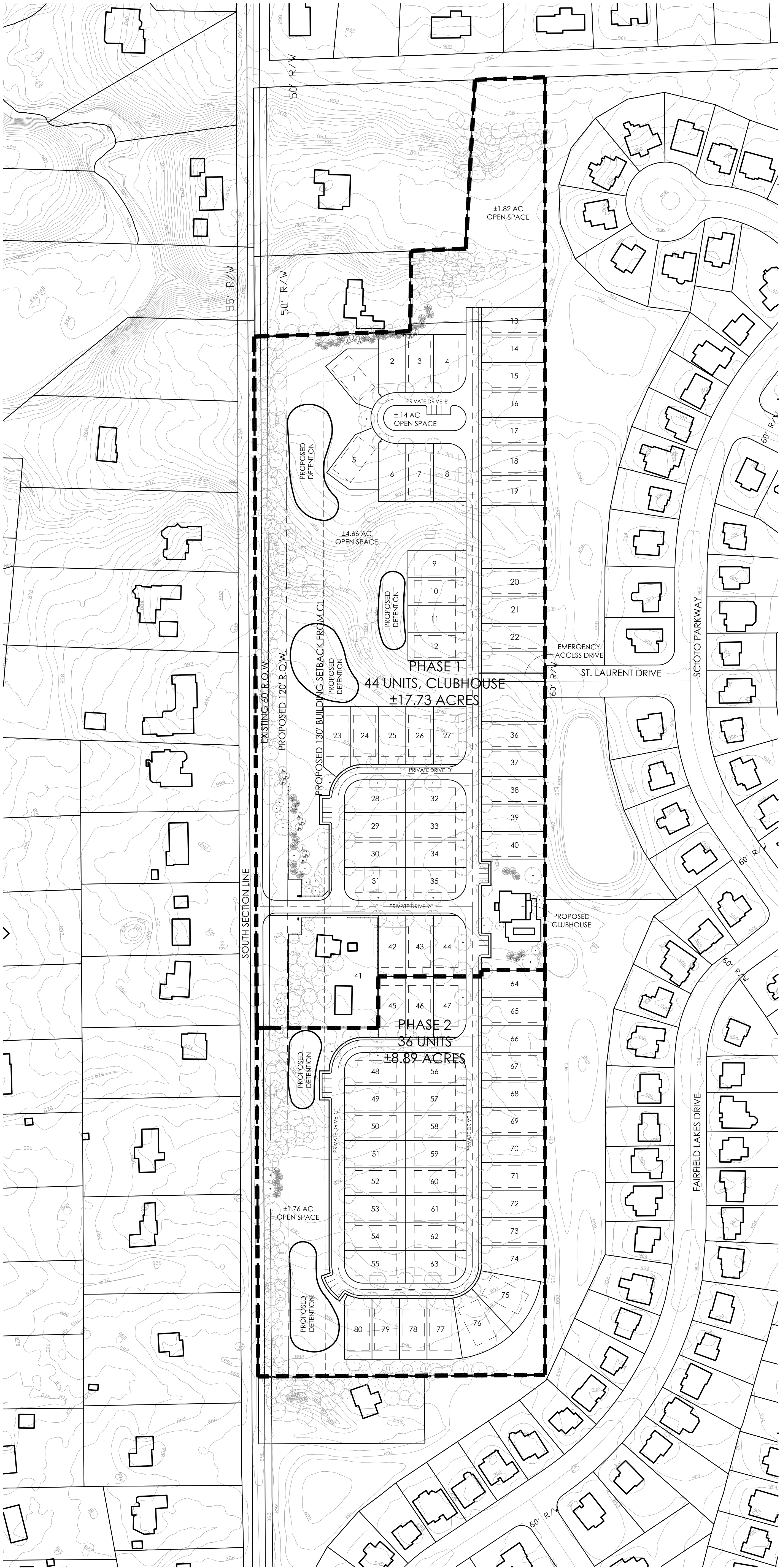
Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

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p (614) 487-1964 www.farisplanninganddesign.com







PHASING PLAN

THE COURTYARDS AT SOUTH SECTION LINE

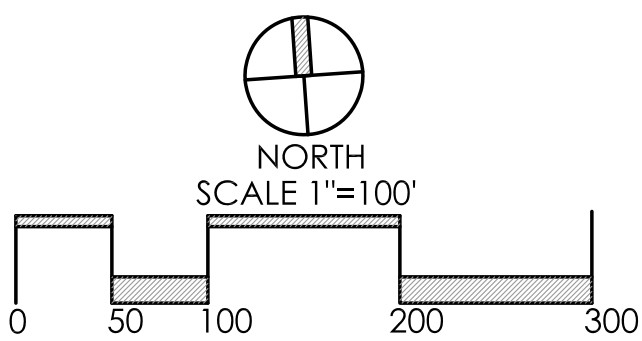
PREPARED FOR EPCON COMMUNITIES

DATE: 7.21.14

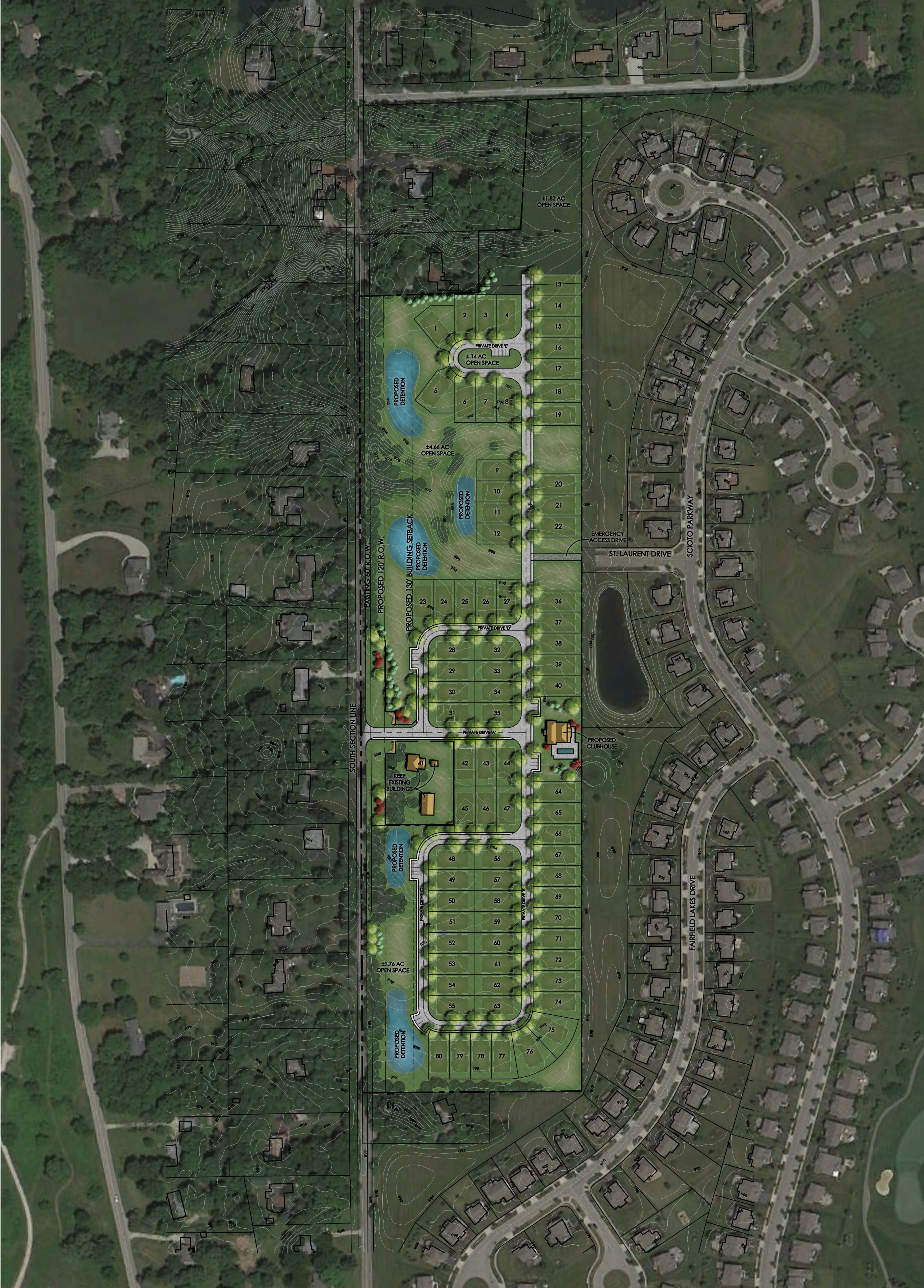
EXHIBIT C-2

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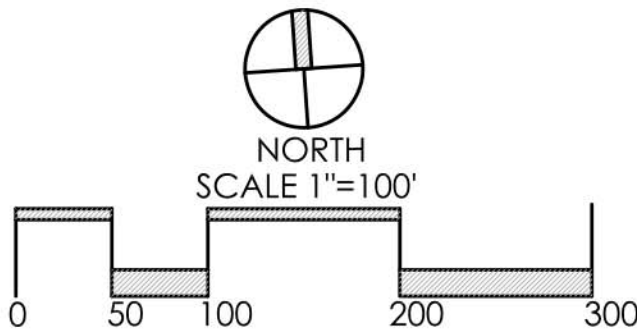


ILLUSTRATIVE PLAN

# THE COURTYARDS AT SOUTH SECTION LINE

PREPARED FOR EPCON COMMUNITIES

DATE: 7.21.14



**Faris Planning & Design**

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p (614) 487-1964      www.farisplanninganddesign.com



GENERAL PLANTING NOTES:

1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
7. SODDING / SEEDING BY LANDSCAPE CONTRACTOR.
8. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
9. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED/ SODDED.
10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

CONSTRUCTION NOTES:

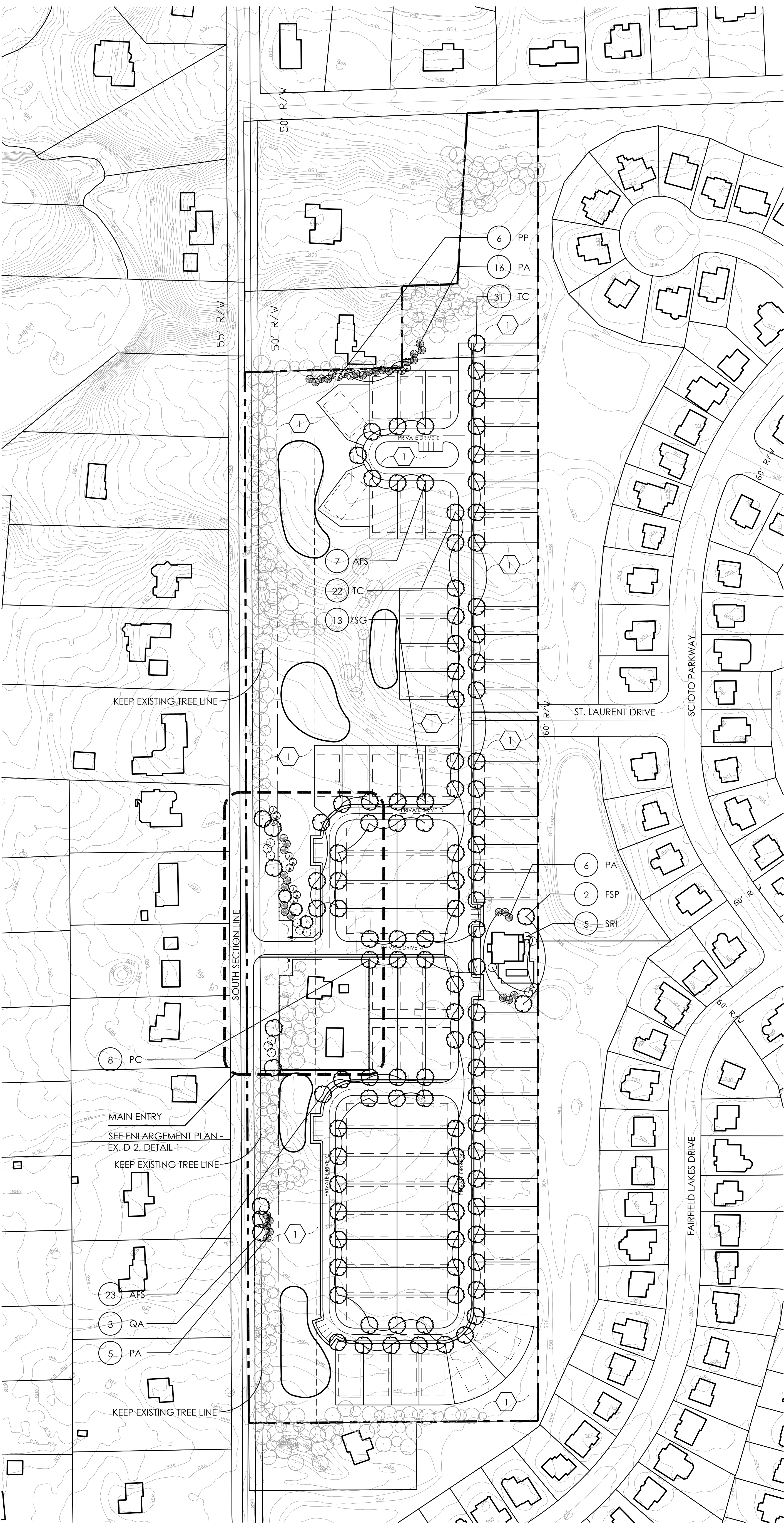
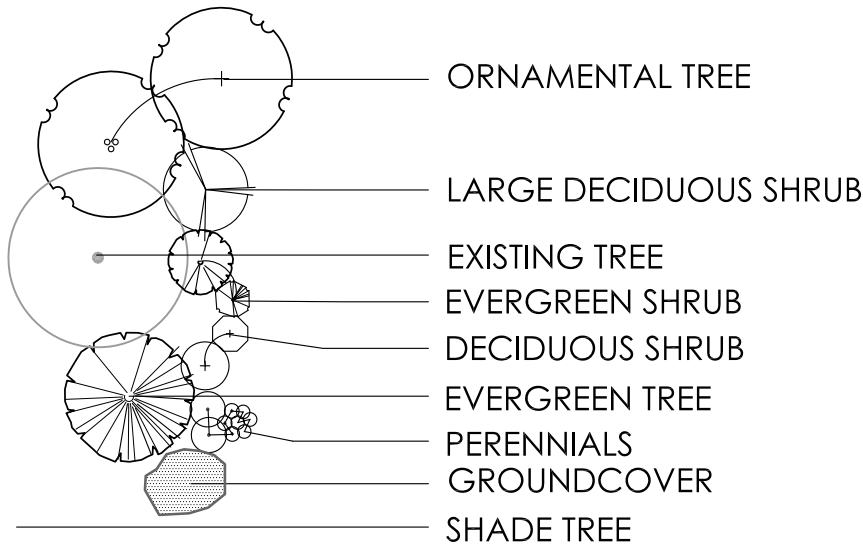
- 1

LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2

LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
8	PC	PYRUS CALLERYANA	CALLERY PEAR	2.5" CAL.	B&B	
53	TC	TILIA CORDATA	GREENSPIRE LITTLE LEAF LINDEN	2.5" CAL.	B&B	
2	FSP	FAGUS SYLVATICA 'PURPUREA TRICOLOR'	TRICOLOR EUROPEAN BEECH	2.5" CAL.	B&B	
13	ZSG	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2.5" CAL.	B&B	
30	AFS	ACER FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	2.5" CAL.	B&B	
3	QA	QUERCUS ALBA	WHITE OAK	2.5" CAL	B&B	
6	PP	PICEA PUNGENS	BLUE SPRUCE	5-6' HGT.	B&B	
27	PA	PICEA ABIES	NORWAY SPRUCE	5-6' HGT.	B&B	
5	SRI	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC TREE	5-6' HGT.	B&B	MULTI-STEM

LANDSCAPE PLAN

THE COURTYARDS AT SOUTH SECTION LINE

PREPARED FOR EPCON COMMUNITIES

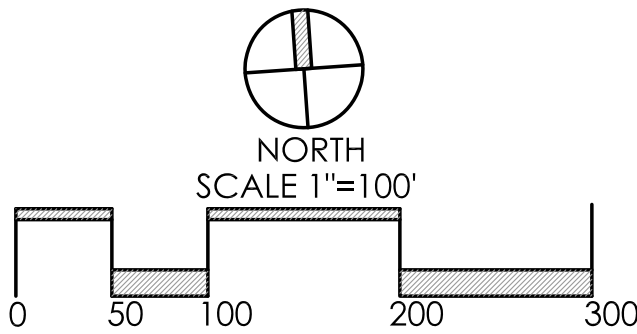
DATE: 7.21.14

EXHIBIT D-1

Faris Planning & Design

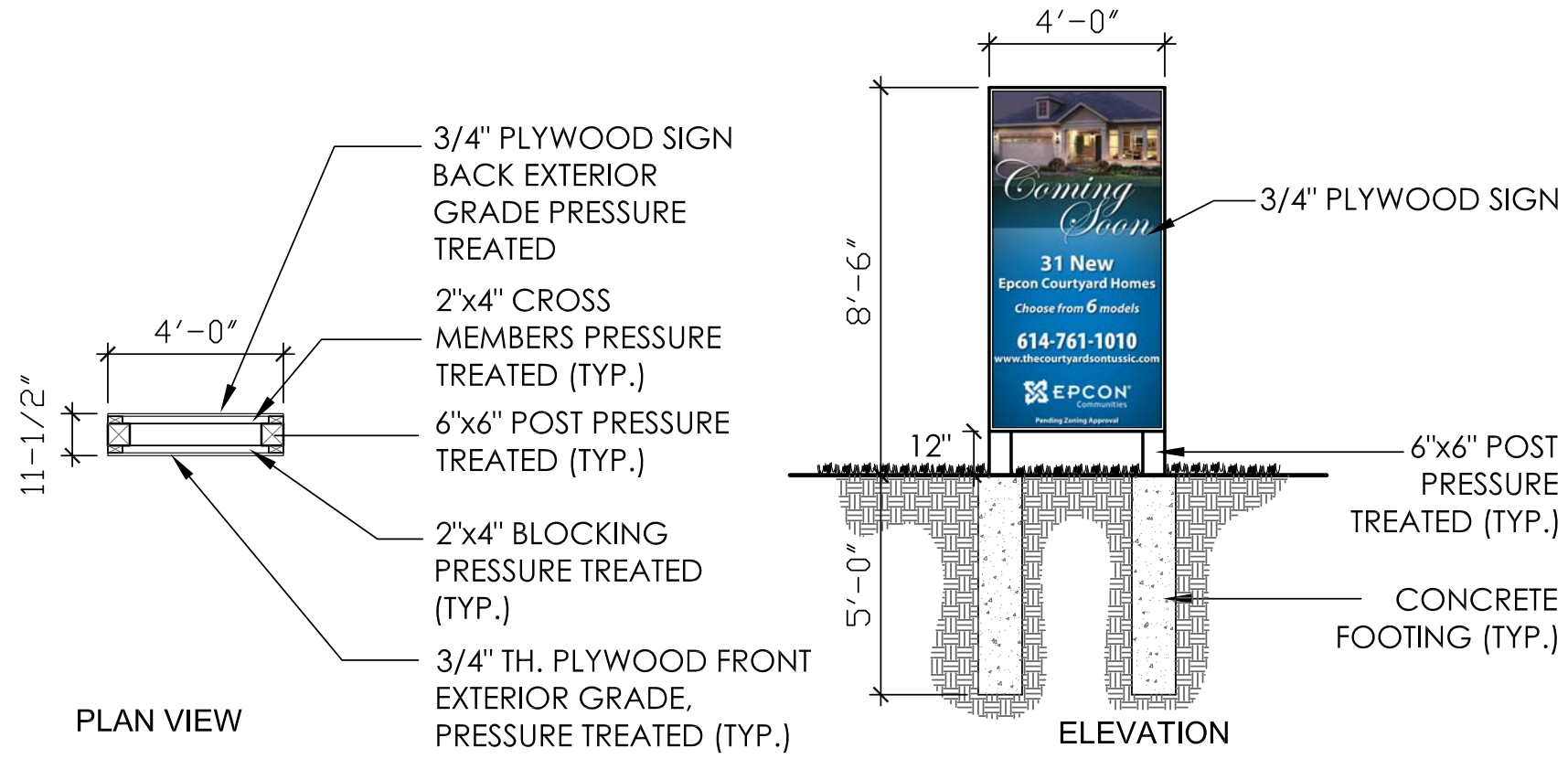
LAND PLANNING LANDSCAPE ARCHITECTURE

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p (614) 487-1964 www.farisplanninganddesign.com

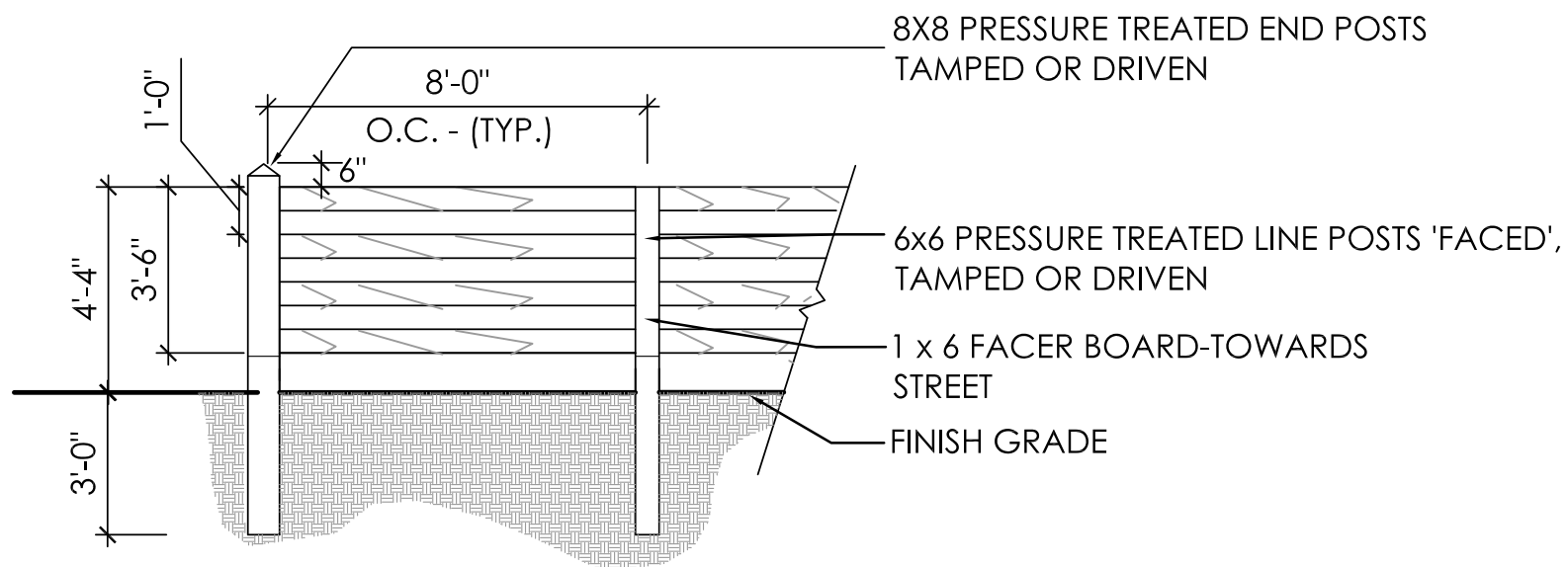




NOTE: 20' MIN. SETBACK FROM R.O.W. SIGNAGE TO BE SINGLE SIDED



3 TEMPORARY SIGN DETAIL  
N.T.S.



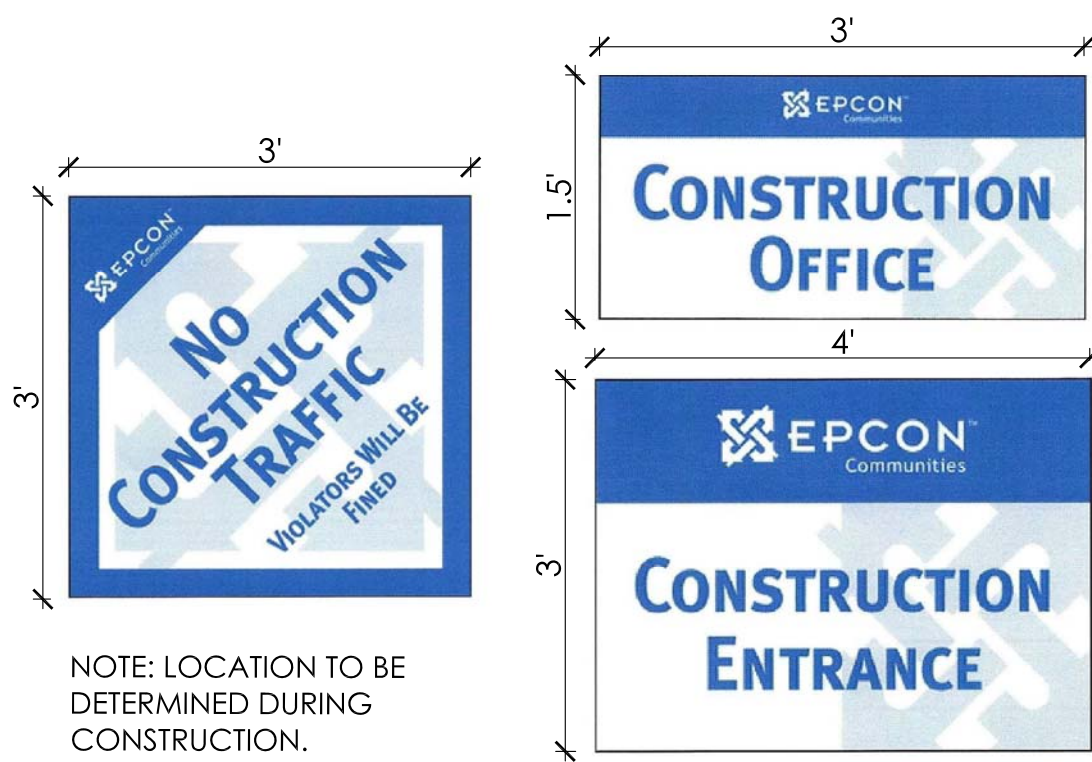
NOTES:  
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

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

PAINT  
PAINT SHALL BE A SEMI GLOSS BLACK

FASTENERS  
NAILS-10D PLAIN SHANK BOX GALVANIZED

④ 4 RAIL FENCE  
N.T.S.



## 5 TEMPORARY CONSTRUCTION SIGNS

SCALE: NTS

### GENERAL PLANTING NOTES:

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10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

### CONSTRUCTION NOTES:

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.

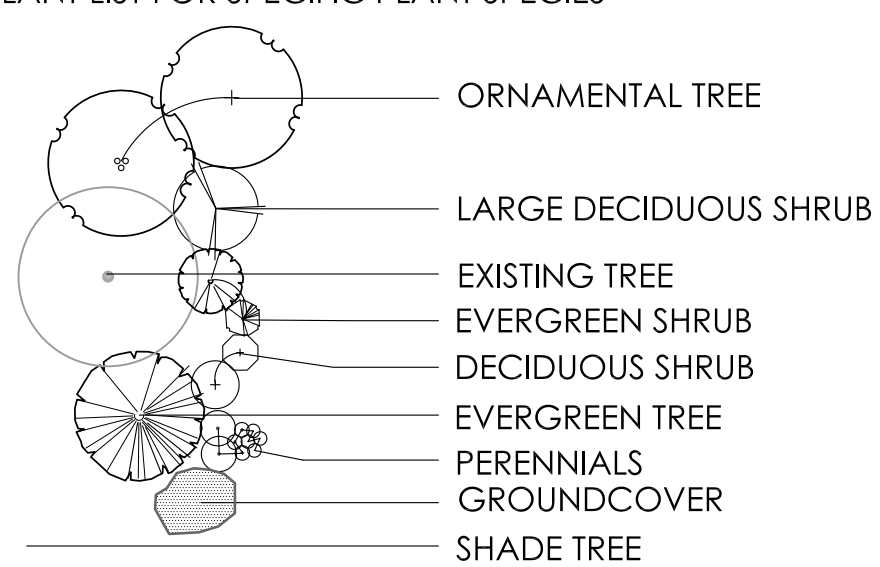
## PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
3	KP	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	2.5" CAL.	B&B	
6	MP	MALUS X 'PRAIRIEFIRE'	PRAIRIEFIRE CRABAPPLE	5-6' HGT.	B&B	
3	SRI	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC TREE	5-6' HGT.	B&B	MULTI-STEM
5	QA	QUERCUS ALBA	WHITE OAK	2.5" CAL	B&B	
9	PP	PICEA PUNGENS	BLUE SPRUCE	5-6' HGT.	B&B	
9	PA	PICEA ABIES	NORWAY SPRUCE	5-6' HGT.	B&B	

## PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

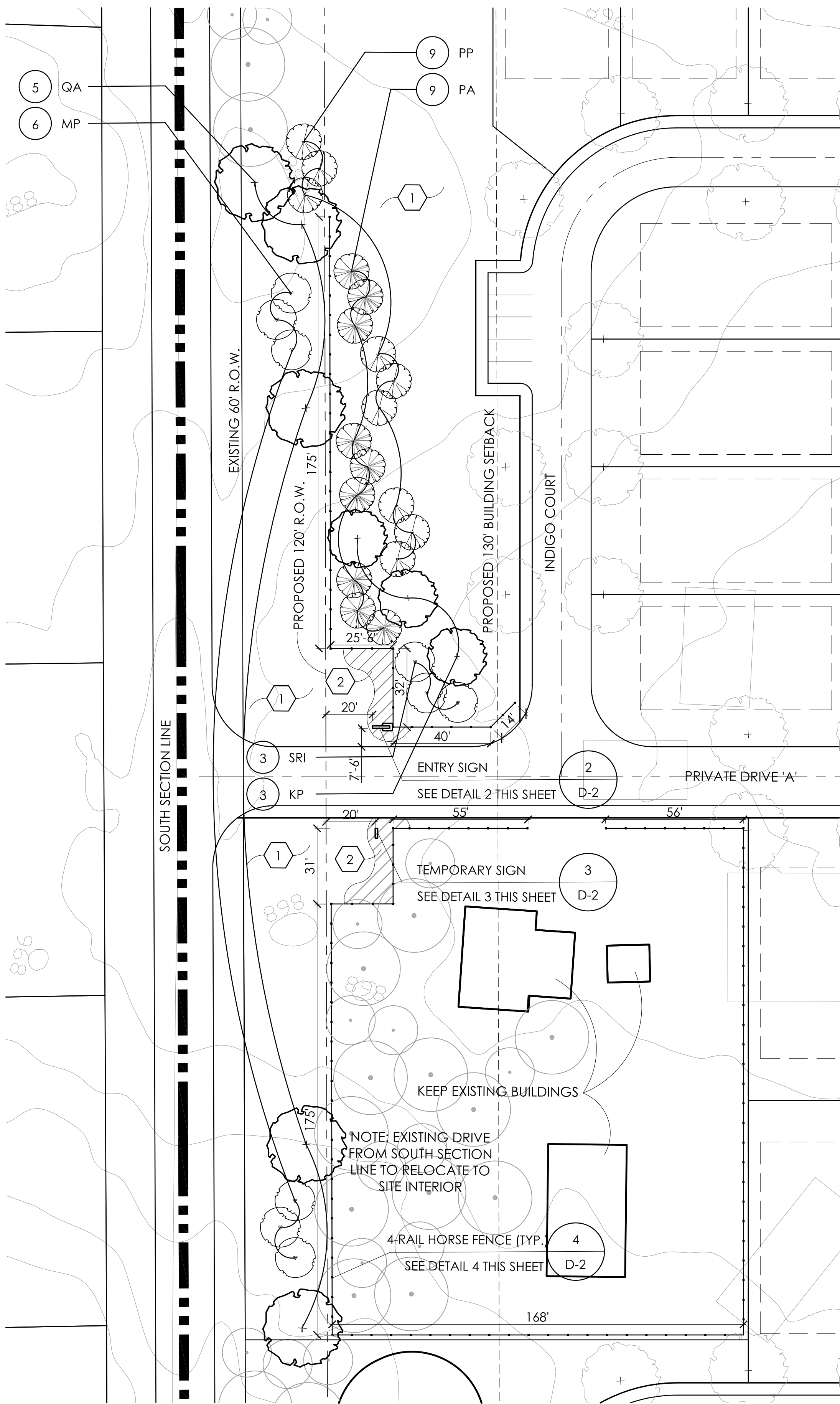


# LANDSCAPE PLAN

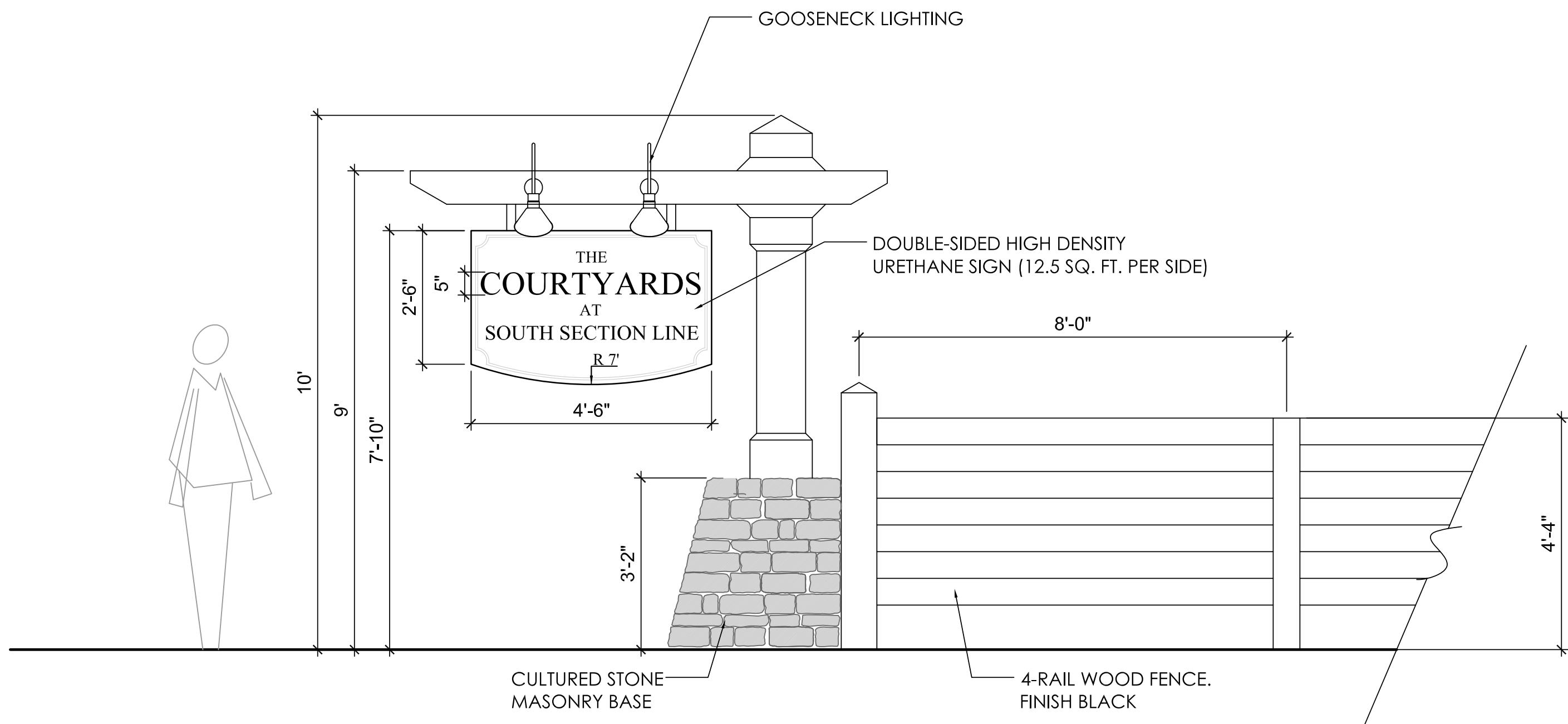
# THE COURTYARDS AT SOUTH SECTION LINE

## PREPARED FOR EPCON COMMUNITIES

DATE: 7.21.14



1 MAIN ENTRY ENLARGEMENT PLAN  
SCALE: 1"=30'



2 DOUBLE-SIDED ENTRY SIGN  
N.T.S.



NORTH  
SCALE 1"=100'



# Faris Planning & Design

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Prepared For:



Revisions:

E. BRELSFORD	02.18.08
B. THORNTON	02.26.08
B. THORNTON	02.28.08
B. THORNTON	04.28.08
B. THORNTON	05.07.08
B. THORNTON	05.27.08
E. BRELSFORD	06.10.08

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☐ PRELIMINARY DRAWING  
☒ DESIGN DEVELOPMENT  
☐ CONSTRUCTION DRAWING

# EPCON COMMUNITIES DETACHED CONDOMINIUMS

PROJECT:

BLENDON  
GARDENS  
*landscape • design • installation*

9599 South Old State Road  
Lewis Center, Ohio 43035  
Phone: (614) 840-8598 Fax: (614) 840-8594  
www.blendongardens.com

DATE: 02-13-2008

DRAWN BY: EVERETT BRELSFORD

CHECKED BY: BRIAN THORNTON

PROJECT NUMBER:

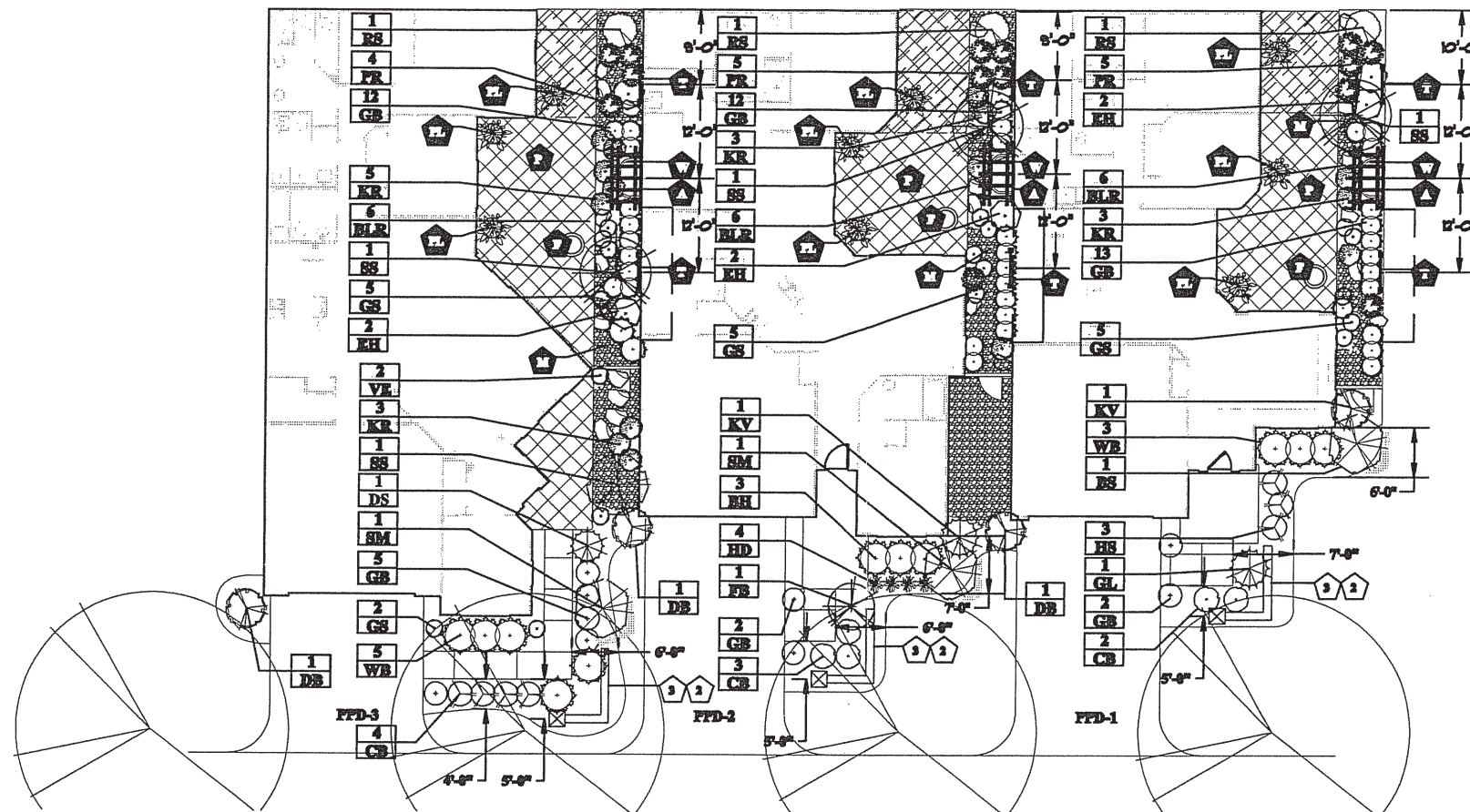


REVISION:

SL-1

## KEYNOTES FRONT LANDSCAPE PACKAGE OPTIONS

1. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 24" SQ.
2. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 24" SQ. & (6) GREEN VELVET BOXWOOD TRIMMED INTO HEDGE.
3. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 24" SQ. & 24" HT. X 14" L. PRECAST STONE WALL MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE. COLOR TO BE DETERMINED



**A** TYPICAL UNIT LANDSCAPE PLAN  
SCALE: 1"=10'

## FRONT YARD PLANT LIST

CODE	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ORNAMENTAL SHRUBS/ TREES				
BS	SHUBERT CHERRY	PRUNUS VIRGINIANA 'SHUBERT CHERRY/ CANADA RED'	1.5" CAL.	BB
FB	FERNLEAF BUCKTHORN	RHAMNUS FRANGULA 'ASPLENIFOLIA'	4'-5' HT.	BB
SM	SWEET BAY MAGNOLIA	MAGNOLIA VIRGINIANA	6'-8' HT.	BB
LARGE DECIDUOUS SHRUBS				
DB	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	30" SP.	BB
KV	KOREAN SPICE VIBURNUM	VIBURNUM CARLESII 'CAYUGA'	30" SP.	BB
DECIDUOUS SHRUBS				
CB	CRIMSON PYGMY BARBERRY	BERBERIS THUMBERGII VAR. ATROPURPUREA 'NANA'	18" SP.	CONT.
HS	HENRY GARNETT SWEETSPICE	ITEA VIRGINICA 'HENRY'S GARNET'	18" SP.	CONT.
GS	GOLD MOUND SPIRAEA	SPIRAEA BUMALDA 'GOLD MOUND'	18" SP.	CONT.
VE	EMERALD GAJETTY EUONYMUS	EUONYMUS FORTUNEI 'EMERALD GAJETTY'	18" SP.	CONT.
EVERGREEN SHRUBS				
BH	BLUE HOLLY	ILEX ASSORTED	24" SP.	BB
WB	WINTER GEM BOXWOOD	BUXUS MICROPHYLLA 'WINTER GEM'	18" SP.	BB
DS	DWARF ALBERTA SPRUCE	PICEA GLAUCA 'CONICA' DWARF ALBERTA SPRUCE	36" HT.	BB
GB	GREEN VELVET BOXWOOD	BUXUS 'GREEN VELVET' GREEN VELVET BOXWOOD	18" SP.	BB
GL	GLOBE BLUE SPRUCE ON STANDARD	PICEA PUNGENS 'GLOBOSA'	24" HT.	BB
PERENNIALS/ GRASSES				
HD	HAPPY RETURNS DAYLILY	HEMEROCALLIS 'HAPPY RETURNS' YELLOW DAYLILY	1 GAL.	CONT.

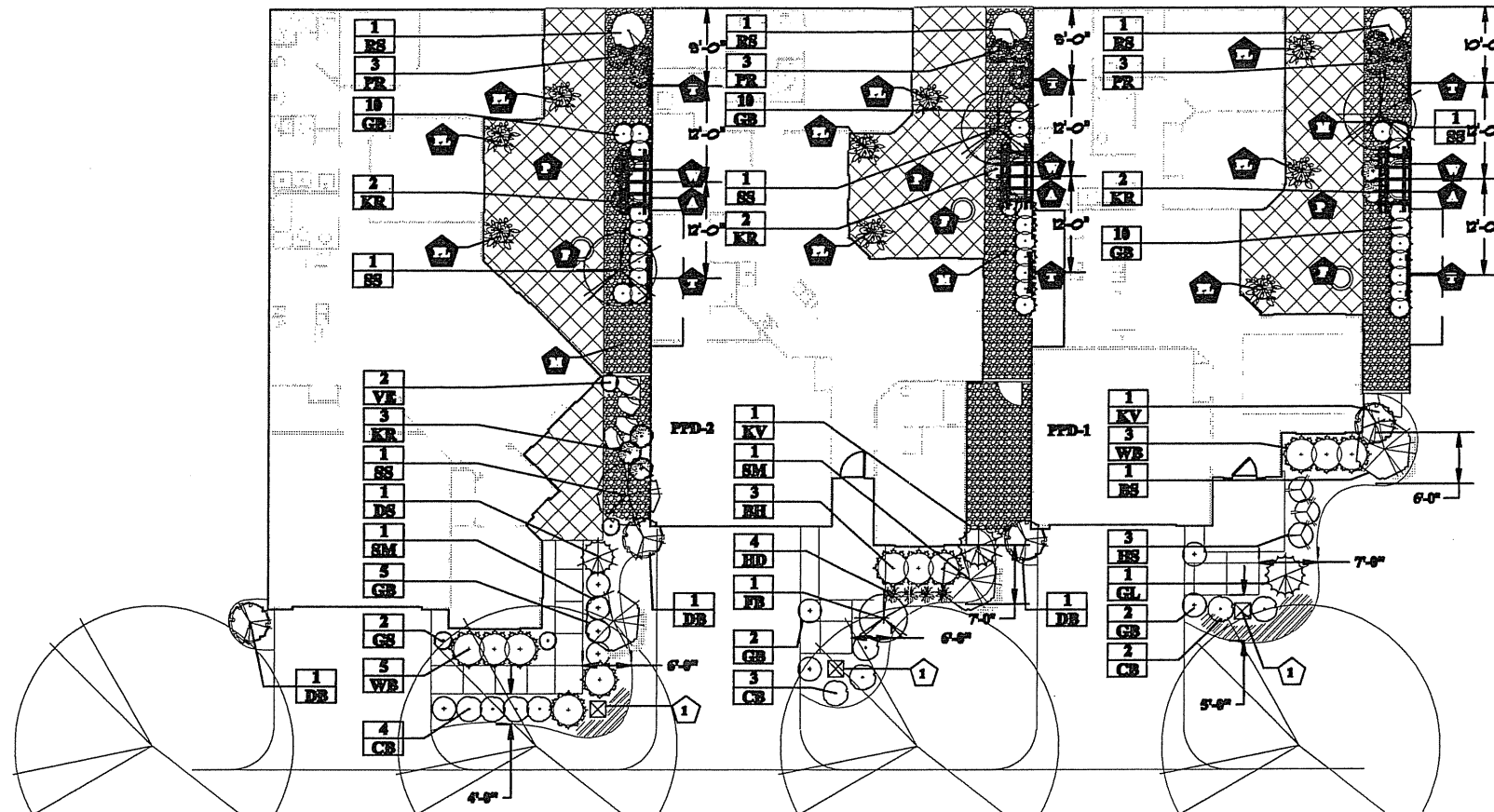
## REAR YARD PLANT LIST

CODE	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ORNAMENTAL SHRUBS/ TREES				
BS	SHADELOW SERVICEBERRY	AMELANCHIER	8' HT.	BB
LARGE DECIDUOUS SHRUBS				
RS	ROSE OF SHARRON	ROSA HIBISCUS SYRIACUS	5' HT.	BB
DECIDUOUS SHRUBS				
GS	GOLD MOUND SPIRAEA	SPIRAEA BUMALDA 'GOLD MOUND'	18" SP.	CONT.
BH	ENDLESS SUMMER HYDRANGEA	HYDRANGEA MACROPHYLLA 'ALL SUMMER BEAUTY'	30" SP.	CONT.
KR	KNOCKOUT ROSE	ROSA 'KNOCKOUT' KNOCKOUT SHRUB ROSE	18" SP.	CONT.
FR	PINK RHODODENDRON	RHODODENDRON P.J.M. RHODODENDRON	30" SP.	BB
EVERGREEN SHRUBS				
GB	GREEN VELVET BOXWOOD	BUXUS SINICA INSULARIS 'GREEN VELVET'	18" SP.	BB
PERENNIALS/ GRASSES/ FEATURES				
MT	MYRTLE	VINCA MINOR MYRTLE		FLAT
DG	DECORATIVE GRAVEL			
DER	DECORATIVE RIVER ROCK			
BLR	BOULDER			

# KEYNOTES

## FRONT LANDSCAPE PACKAGE OPTIONS

1. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 28" SQ.
2. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 28" SQ. & (6) GREEN VELVET BOXWOOD TRIMMED INTO HEDGE.
3. PRECAST STONE COLUMN, MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE COLOR TO BE DETERMINED 36" HT. X 28" SQ. & 28" HT. X 14" L. PRECAST STONE WALL MFG. BY UNILOCK-BRUSSELS DIMENSIONAL STONE. COLOR TO BE DETERMINED



**B** TYPICAL UNIT LANDSCAPE PLAN  
SCALE: 1"=10'

FRONT YARD PLANT LIST				
CODE	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
ORNAMENTAL SHRUBS/ TREES				
BS	SHUBERT CHERRY	PRUNUS VIRGINIANA 'SHUBERT CHERRY/ CANADA RED'	1.5" CAL.	BB
FB	FERNLEAF BUCKTHORN	RHAMNUS FRANGULA 'ASPLENIFOLIA'	4'-5' HT.	BB
SM	SWEET BAY MAGNOLIA	MAGNOLIA VIRGINIANA	6'-8' HT.	BB
LARGE DECIDUOUS SHRUBS				
DB	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	30" SP.	BB
KV	KOREAN SPICE VIBURNUM	VIBURNUM CARLESII 'CAYUGA'	30" SP.	BB
DECIDUOUS SHRUBS				
CB	CRIMSON PYGMY BARBERRY	BERBERIS THUMBERGII VAR. ATROPURPUREA 'NANA'	18" SP.	CONT.
HS	HENRY GARNETT SWEETSPIRE	ITEA VIRGINICA 'HENRY'S GARNET'	18" SP.	CONT.
GS	GOLD MOUND SPIRAEA	SPIRAEA BUMALDA 'GOLD MOUND'	18" SP.	CONT.
VE	EMERALD GAIETY EUONYMUS	EUONYMUS FORTUNEI 'EMERALD GAIETY'	18" SP.	CONT.
EVERGREEN SHRUBS				
BH	BLUE HOLLY	ILEX ASSORTED	24" SP.	BB
WB	WINTER GEM BOXWOOD	BUXUS MICROPHYLLA 'WINTER GEM'	18" SP.	BB
DS	DWARF ALBERTA SPRUCE	PICEA GLAUCA 'CONICA' DWARF ALBERTA SPRUCE	36" HT.	BB
GB	GREEN VELVET BOXWOOD	BUXUS 'GREEN VELVET' GREEN VELVET BOXWOOD	18" SP.	BB
GL	GLOBE BLUE SPRUCE ON STANDARD	PICEA PUNGENS 'GLOBOSA'	24" HT.	BB
PERENNIALS/ GRASSES				
HD	HAPPY RETURNS DAYLILY	HEMEROCALLIS 'HAPPY RETURNS' YELLOW DAYLILY	1 GAL.	CONT.

REAR YARD PLANT LIST				
CODE	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
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EVERGREEN SHRUBS				
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PERENNIALS/ GRASSES/ FEATURES				
MT	MYRTLE	VINCA MINOR MYRTLE		FLAT
DG	DECORATIVE GRAVEL			
DR	DECORATIVE RIVER ROCK			
BLR	BOULDER			

# KEYNOTES

## REAR LANDSCAPE PACKAGE OPTIONS

- LANDSCAPE PACKAGE
  - A. PREMIUM PACKAGE
  - B. STANDARD PACKAGE PLUS
  - C. STANDARD PACKAGE
- DECORATIVE GRAVEL
  - A. RIVER WASH ROCK BED
- PAVER PATIO
  - A. VINTAGE EARTH BLEND
  - B. VINTAGE FLAGSTONE BLEND
- WATER FOUNTAIN
  - A. ANDALUSIA FOUNTAIN
  - B. COMPANIA MODERNE FOUNTAIN
- NATURAL GAS BURNING FIREPIT
  - A. 46" DIA. ROUND
  - B. 23" SQUARE
- TRELLIS PACKAGE (TYP. OF 2) W/ VINE
  - A. RECTANGULAR LATTICE TRELLIS (72" h. x 48" w.)
- ARBORS
  - A. FOUR POST ARBOR (86" h. x 89" w. x 33" d.)
- PLANTER PACKAGE (TYP. OF 3)
  - (1) 17" DEVONSHIRE BOWL
  - (1) 17" DEVONSHIRE PLANTER
  - (1) 28" DEVONSHIRE PLANTER
- (5) LOW VOLTAGE LIGHTS
  - SPOT LIGHTS
  - PATH LIGHTS
  - (1) TRANSFORMER

Prepared For:



Revisions:	
E. BRELSFORD	02.18.08
B. THORNTON	02.26.08
B. THORNTON	02.28.08
B. THORNTON	04.28.08
B. THORNTON	05.07.08
B. THORNTON	05.27.08
E. BRELSFORD	06.10.08

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	PRELIMINARY DRAWING
	DESIGN DEVELOPMENT
	CONSTRUCTION DRAWING

EPCON COMMUNITIES  
DETACHED CONDOMINIUMS

PROJECT:



9590 South Old State Road  
Lewis Center, Ohio 43035  
Phone: (614) 848-8500 Fax: (614) 848-8504  
www.blendongardens.com

DATE: 02-13-2008

DRAWN BY: EVERETT BRELSFORD

CHECKED BY: BRIAN THORNTON

PROJECT NUMBER:

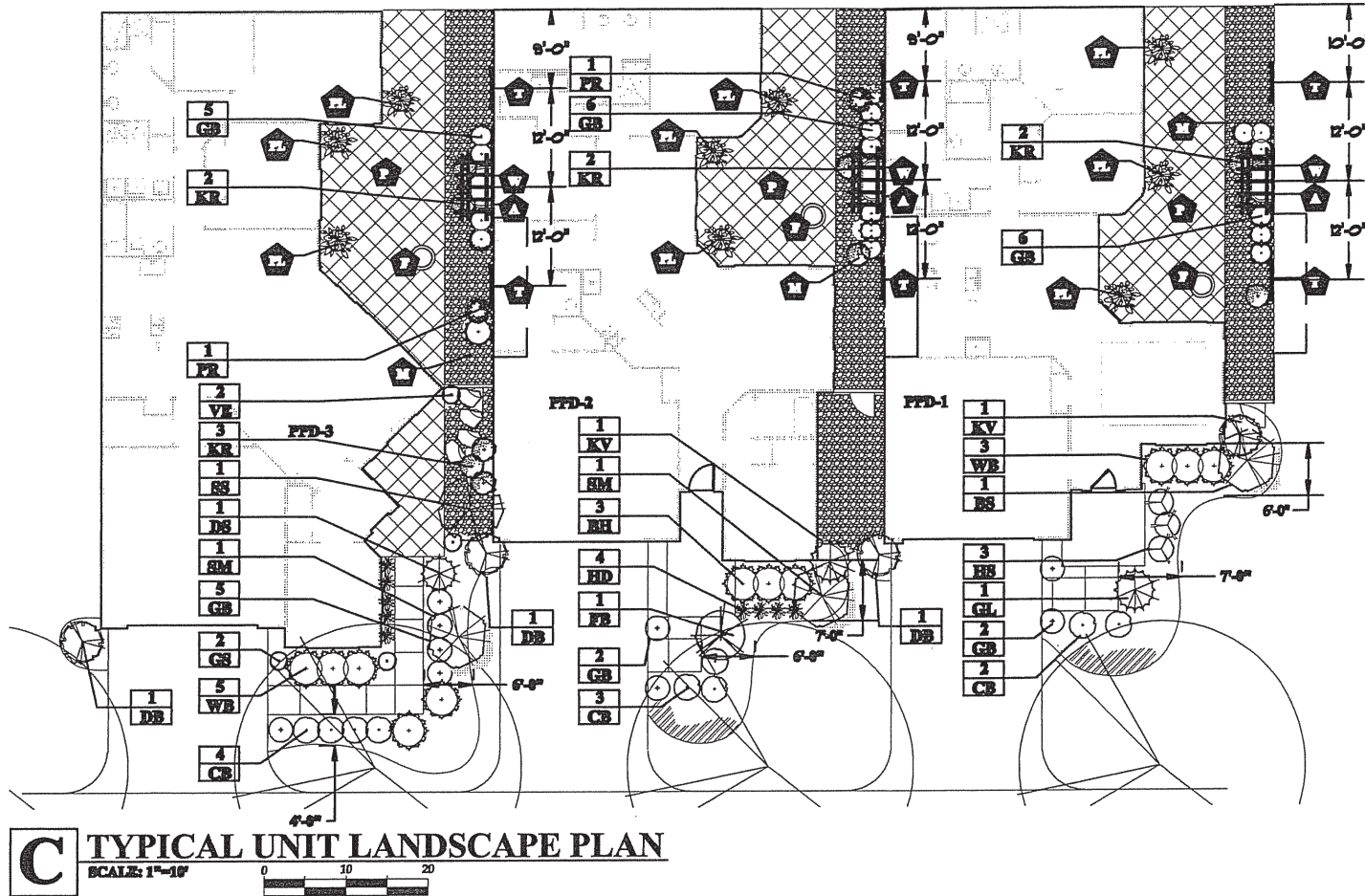


SL-2



KEYNOTES  
FRONT LANDSCAPE PACKAGE OPTIONS

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KEYNOTES  
REAR LANDSCAPE PACKAGE OPTIONS

- L. LANDSCAPE PACKAGE**  
☐ A. PREMIUM PACKAGE  
☐ B. STANDARD PACKAGE PLUS  
☐ C. STANDARD PACKAGE
- M. DECORATIVE GRAVEL**  
☐ A. RIVER WASH ROCK BED
- P. PAVER PATIO**  
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☐ B. VINTAGE FLAGSTONE BLEND
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☐ A. ANDALUSIA FOUNTAIN  
☐ B. COMPANIA MODERNE FOUNTAIN
- F. NATURAL GAS BURNING FIREPIT**  
☐ A. 46" DIA. ROUND  
☐ B. 23" SQUARE
- T. TRELLIS PACKAGE (TYP. OF 2) W/ VINE**  
☐ A. RECTANGULAR LATTICE TRELLIS (72" L. X 48" W.)
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Prepared For:



Revisions:  
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☐ PRELIMINARY DRAWING  
☐ DESIGN DEVELOPMENT  
☐ CONSTRUCTION DRAWING

**EPCON COMMUNITIES**  
**DETACHED CONDOMINIUMS**

PROJECT:

**BLENDON GARDENS**  
landscape • design • installation  
9599 South Old State Road  
Lewis Center, Ohio 43035  
Phone: (614) 840-8500 Fax: (614) 840-8504  
www.blendongardens.com  
DATE: 02-13-2008

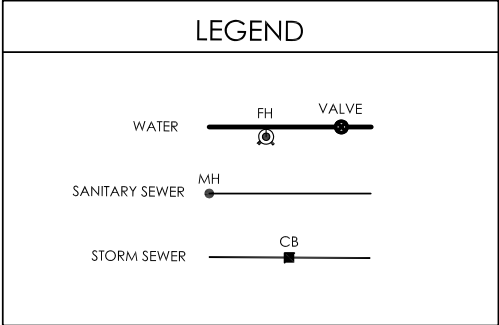
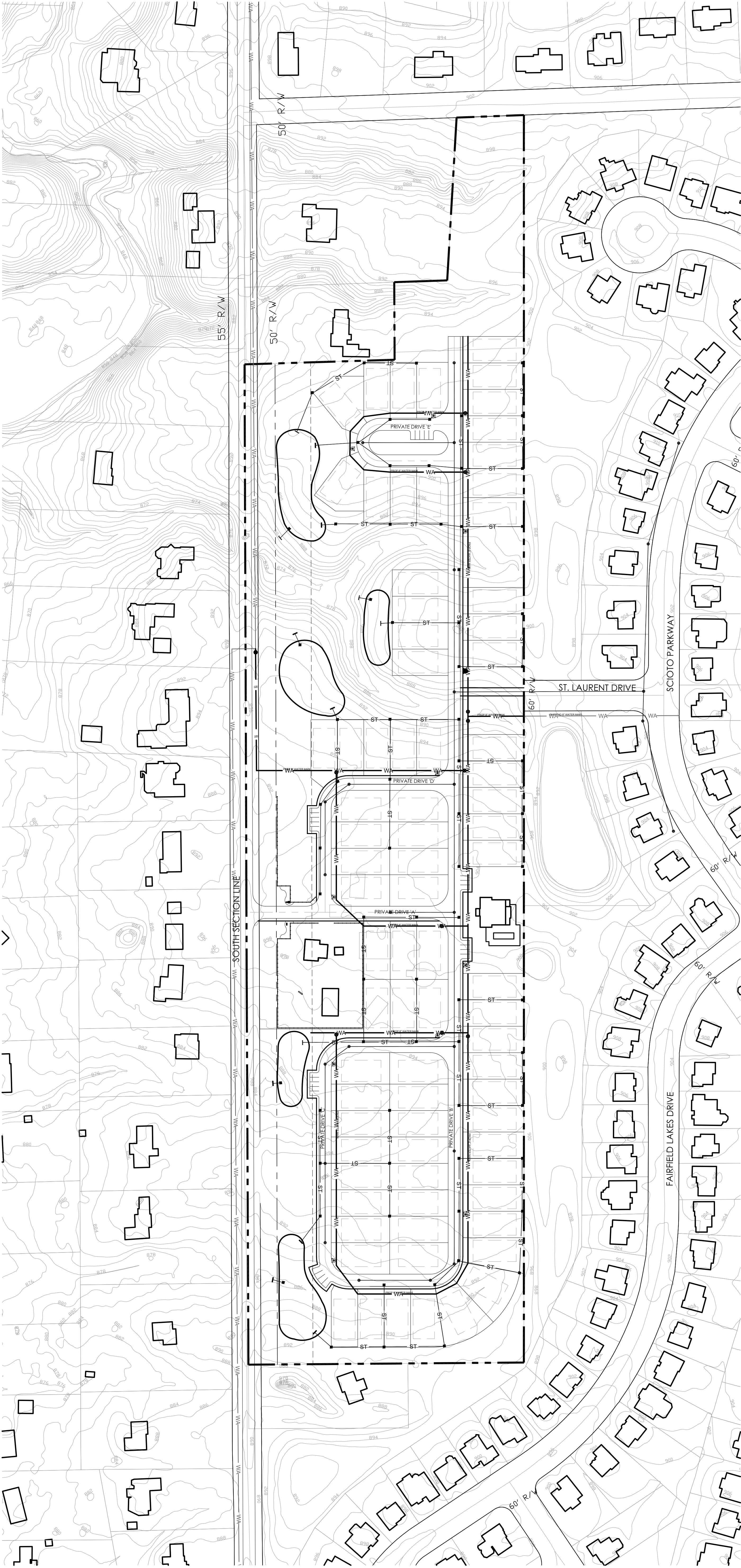
DRAWN BY: EVERETT BRESLFORD

CHECKED BY: BRIAN THORNTON

PROJECT NUMBER:

**SL-3**





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

# UTILITY PLAN

## THE COURTYARDS AT SOUTH SECTION LINE

PREPARED FOR EPCON COMMUNITIES

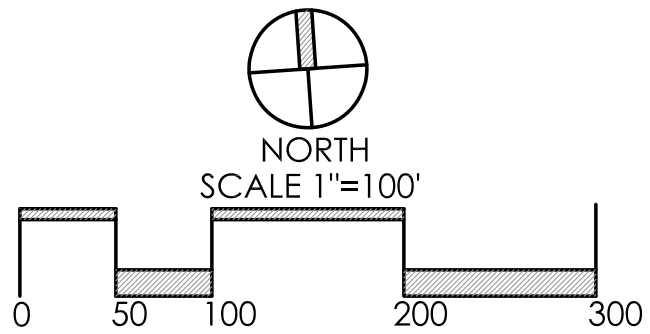
DATE: 7.21.14

# EXHIBIT E-1

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

243 N. 5th Street Suite 401 Columbus, OH 43215  
p (614) 487-1964 www.farisplanninganddesign.com





DELAWARE COUNTY  
**DIVISION OF ENVIRONMENTAL SERVICES**  
CODE COMPLIANCE • REGIONAL SEWER DISTRICT • SOLID WASTE

TIFFANY A. JENKINS, P.E., DIRECTOR

July 15, 2014

Todd Pomorski  
Epcon Communities  
500 Stonehenge Parkway  
Dublin, Ohio 43017

**Re: Price Farms  
Parcels 31922001049000, 31922001046000  
Concord Twp, East of S. Section Line Road**

Dear Mr. Pomorski:

Pursuant to your request dated July 8, 2014 for a sanitary sewer availability letter for the above parcels, our office offers the following:

Sanitary sewer is available to the subject parcels. Availability means that new development on the subject parcels is permitted to connect to the County sewer system provided that there is sufficient capacity available for the development and all requirements of the Sanitary Engineer's office can be met.

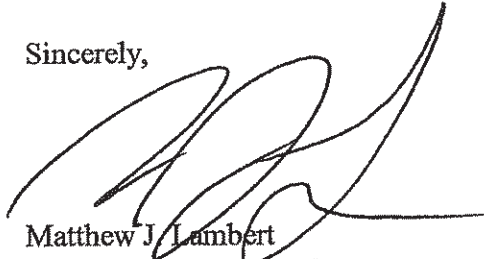
This confirmation of availability is also contingent on zoning text for the development which permits, and does not restrict, the use, operation, maintenance, repair, or replacement of all sanitary sewers, services, manholes, structures, and appurtenances.

This letter does not serve as a confirmation of sanitary sewer or plant capacity. Following receipt of the proposed development plan, our office will determine if any capacity improvements are required to the sanitary sewer system. If improvements are required, they will be detailed under future correspondence.

Sanitary sewer is not currently located on the subject parcels. A sanitary sewer extension from the future O'Shaughnessy pump station is required to serve these parcels.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'MJL', with a long horizontal stroke extending to the right.

Matthew J. Lambert  
Lead Project Engineer I

cc: Tiffany Jenkins, Director of Environmental Services  
Correspondence File  
Project File

*Officers*

**TIMOTHY D. McNAMARA**

*President*

**BRUCE A. BLACKSTON**

*Vice President*

**ROBERT W. JENKINS**

*Secy.-Treas.*

**GLENN MARZLUF**

*General Manager/CEO*

**SHANE CLARK**

*Deputy General Manager*



**6658 OLENTANGY RIVER ROAD**

**DELAWARE, OHIO 43015**

**www.delcowater.com**

**Phone (740) 548-7746 • Fax (740) 548-6203**

*Directors*

**WILLIAM E. COLE**

**DOUGLAS D. DAWSON**

**DAVID A. BENDER**

**J. MICHAEL SHEETS**

**BRIAN P. COGHLAN**

**G. MICHAEL DICKEY**

**PERRY K. TUDOR**

July 9, 2014

Todd Pomorski  
Epcon Communities

RE: Water Availability  
Price Farms 7337 S. Section Line Road

Via Email: TPomorski@epconcommunities.com

Dear Mr. Pomorski:

As requested, this is to inform you that Del-Co Water is able to provide water service to the site described below upon plan approval and payment of the required fees:

Proposed Land Use:  $\pm 83$  single-family homes

Location: East side of S. Section Line Road,  $\pm 1,200$  feet north of Home Road

Acreage:  $\pm 25.216$

This site can be served from an existing 10-inch water line located on S. Section Line Road.

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

Sincerely,  
DEL-CO WATER COMPANY, INC.

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





July 14, 2014

Mr. Todd Pomorski, P.E.  
EPCON Communities  
500 Stonehenge Parkway  
Dublin, OH 43017

RE: AVAILABILITY OF ELECTRICAL SERVICE  
S Section Line Road

To Whom It May Concern:

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

Our records indicate your project, a residential development which will consist of approximately 83 lots, is located on the east side of S Section Line Road between Home Road and S Lake Hill Drive, Concord Township, Delaware County, Ohio

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary D. Hays', with a stylized flourish at the end.

Gary D. Hays, P.E.  
Supervisor Customer Design



July 9, 2014

Epcon Communities  
Attn: Todd Pomorski  
500 Stonehenge Parkway  
Dublin, Ohio 43017

Re: Price Property Development – S. Section Line Rd., Powell, Ohio

Thank you for wanting to choose Columbia Gas of Ohio, Inc. (COH), a NiSource Company, to serve your natural gas needs to your new proposed project. This letter is to confirm COH does have Medium Pressure facilities along S. Section Line Rd. between Home Rd. and Hyatts Rd. in Powell, Ohio. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

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

If you have any questions regarding availability or how it is determined, please feel free to contact me. I look forward to partnering with you on this and future projects.

Sincerely,

A handwritten signature in cursive script that reads 'Donna Young'.

Donna Young  
New Business Representative Development Manager  
Columbia Gas of Ohio, Inc.  
614-460-5416



2780 Liberty Rd.  
Delaware Ohio 43015

July 11, 2014

Todd Pomorski  
Epcon Communities  
614-496-5767

Reference: Utility Service Request – , S. Section Line Rd. Concord Township

Dear Todd :

This letter is being issued to you to confirm that Frontier Communications will provide any telecommunications services required to the proposed 83 Single Family Lot parcel for Residential development located in Concord Twp, Delaware County, OH along S. Section Line Rd.

Please provide preliminary & final construction drawings to me, Robert Chandler at 2780 Liberty Rd. Delaware Ohio 43015. If you have any questions or concerns please contact me at 740-369-0826.

Sincerely,

*Robert Chandler*  
Robert Chandler  
Network Engineer – Frontier Communications





Doc ID: 009628690051 Type: OFF  
Kind: DECLARATION  
Recorded: 10/18/2012 at 03:16:09 PM  
Fee Amt: \$420.00 Page 1 of 51  
Workflow# 0000035871-0001  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2012-00037681

BK 1162 PG 1-51

DECLARATION AND BYLAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
THE COURTYARDS AT LITTLE BEAR CONDOMINIUM

LOVELAND & BROSIUS  
50 W. BROAD ST.  
STE 3300  
COLUMBUS, OH 43215

CERTIFICATE OF AUDITOR

Oct 18 2012

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

George Kautza  
Delaware County Auditor

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215 5917.

EXHIBIT F-1

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### DECLARATION

15<sup>th</sup> This is the Declaration of The Courtyards at Little Bear Condominium made on or as of the day of October 2012, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### Recitals

A. EPCON LITTLE BEAR, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being submitted hereby to the provisions of the Condominium Act 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 of incorporation, filed with the Secretary of State of Ohio, incorporating The Courtyards at Little Bear Condominium Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
3. "Assessments" means all charges, of whatever nature, levied by the Association against a Unit and its Unit 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 Courtyards at Little Bear Condominium Association" mean the nonprofit corporation created by the filing of the Articles and is also one and the same as the association created for the Condominium under and pursuant to the provisions of 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" means 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 to this Declaration 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 Courtyards at Little Bear Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of 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 Epcon Little Bear, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor 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 is 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" 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 property described in this Declaration and/or exhibits hereto as the Condominium Property under and pursuant to the provisions of the Condominium Act:

## **ARTICLE I**

### THE LAND

Legal descriptions of the land constituting a part of the Condominium Property, located in Orange Township, Delaware County, Ohio, and consisting of two parts, Part 1 containing 0.149 acre, more or less, and Part 2 containing 0.417 acre, more or less, are attached to this Declaration and marked "Exhibit A" and made part of this Declaration by this reference.

## ARTICLE II

### NAME

The name by which the Condominium shall be known is "The Courtyards at Little Bear 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 set forth in this Declaration, 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, or as specifically permitted hereby, 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) 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. The Common Elements shall be subject to the provisions of the Condominium Organizational Documents and to such rules and regulations as may from time to time be duly promulgated by the Board.

(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 of the Condominium Organizational Documents. 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 instrument 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 page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Unit 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 Unit 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) Existing Restrictions. In addition to the foregoing restrictions, the Condominium Property is also subject to certain covenants and restrictions set forth in the Declaration of Covenants, Easements, Conditions and Restrictions, for Little Bear Village (the "Master Covenants") of record in Official Record Volume 760, Page 701-741, records of the Delaware County Recorder, as the same may have been or may be supplemented or amended from time to time. In the case of a conflict between any of the foregoing and the provisions hereof, the most restrictive provision shall apply.

(h) 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 Condominium Organizational Documents and such rules and regulations as may from time to time be duly promulgated by the Board.

(i) 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 Elements 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.



(j) Reallocations. Except as otherwise provided by the Declaration or Ohio law, 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 express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

(k) 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. No Unit may be rented for any period of less than thirty (30) days and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents, 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, 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.

(l) Replacements. Any building erected to replace an existing building containing 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.

(m) 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 Unit Owners prior to the time when the same shall become effective.

(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 improvement.

(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. Residential Buildings. There are three residential buildings containing a single dwelling unit each, a total of three (3) dwelling units, initially a part of the Condominium. The residential buildings added hereby are of traditional architectural style, ranch type (although some dwelling units may have a bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a fenced-in patio area with a concrete or paver patio and an exterior parking area immediately in front of the dwelling unit's attached garage. Some dwelling units have a screened or enclosed porch. The dwelling units do not have basements. All of the buildings added hereby are of wood frame construction, on a poured concrete foundation, with a wood and/or vinyl siding exterior, brick and cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are wood, glass, concrete, cultured stone, brick, vinyl, aluminum, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. Also on and a part of the Condominium are portions of private roadways, mailbox facilities, entryway features, 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 number constitutes the Unit's "Unit designation." 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" and made part hereof by this reference. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C" and made part hereof by this reference.

### 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), fire pits and water features (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, 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 screened or enclosed porch or veranda, if any; and

(xi) 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 attached hereto and made a part hereof by this reference. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Little Bear Loop, a public street.

## 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, a contiguous patio/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) and, in some instances, a front porch or stoop. Each such Limited Common Element is reserved for the exclusive use of the Unit 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 (1.00) and thus, 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 initially 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 Unit 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. As previously described, the Condominium Property, the Units, the Association and the Unit Owners are subject to the provisions of the Master Covenants. The foregoing Master Covenants provide, among other things, that each Unit Owner is a member of the Little Bear Homeowners Association, Inc. (the "Master Association"). The Master Association provides facilities or recreation, education or social services to owners of property other than the Condominium Property and each Unit Owner is responsible for paying annual assessments to the Master Association.

## 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:

Joel D. Rhoades  
500 Stonehenge Parkway  
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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. Except to the extent that improvements or items located in or made part of the Common Elements are to be maintained by the individual Unit Owners or others, 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, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, 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. 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 the repair, maintenance or replacement of personal property within a Unit or Limited Common Element, 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 Unit 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 Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Unit Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

## ARTICLE XI

### INSURANCE; LOSSES

**Section 1. Special Broad Form Casualty Insurance.** Subject to the provisions relating to insurance deductibles set forth in Article IX of this Declaration, 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 (10) 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) one hundred percent (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 represent 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 Unit Owners, 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.

## 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 Unit 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 reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

**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 Unit 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, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and for the benefit of future owners and occupants of the area into which the Condominium may be expanded (the "Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and walkways now or hereafter within the Condominium Property, for ingress and egress to and from all or any portion of the Additional Property and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement in, over, under, upon, and across the Common Elements to reach, and the right to extend and tie into, utility lines and improvements in the Common Elements, as permitted by public authority and the utility company involved, and to extend such utility lines and improvements into and/or upon the Additional Property to service the same. These easements and rights shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Condominium.

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, 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 Unit 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 Unit Owners or Occupants of a Unit no less than twenty-four (24) 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. that period's estimated operating and/or special assessments of the Master Association allocable to Units in the Condominium;
- e. 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;
- f. 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; and
- g. 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 Unit 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 Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit 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 Unit 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 Unit 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, 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) Payments made by a Unit Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof.

(e) 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 Delaware County 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 Unit Owner or Unit 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.

(f) 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.

(g) 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 Delaware County 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 Unit 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.

(h) 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's or Unit 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.

(i) The Association, as authorized by the Board, may file a lien or liens to secure payment of Assessments and/or collection costs, bring or join in an action at law against the Unit Owner or Unit Owners personally obligated to pay the same, and/or an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Unit Owner or Unit 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 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.

(j) 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.

(k) 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 Unit Owner's or those Unit Owners' Unit.

(l) 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 to continue to provide utility and security service, and, 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 Unit 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 XVI.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article XVI, 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 Unit 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" and made a part hereof by this reference.

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 XVI 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 nineteen (19), permitting the Condominium to be expanded to include a maximum total of twenty-two (22) 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 reasonably 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, changes in elevations, or 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. There is no requirement that such improvements must be made and there are no restrictions on limitations on the improvements that may be made.

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, changes in size, and/or the addition/substitution of screened or enclosed porches or verandas.

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 XVI and the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Delaware 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, 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 Unit Owner or Unit 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, and resulting in each Unit, including those added by any expansion, having an equal undivided interest;

(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 Unit 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 Unit 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 XVII, 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 of Units exercising not less than a majority of the voting power 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. The foregoing notwithstanding:

(a) except as otherwise provided herein in the case of the expansion of the Condominium, the consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, in addition to the consent of Eligible Mortgagees described above, 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 on Units whose owners are entitled to exercise seventy-five percent (75%) or more of the voting power of the owners 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 sixty (60) 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 Delaware 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 15<sup>th</sup> day of October 2012.

EPCON LITTLE BEAR, LLC,  
an Ohio limited liability company

By Joel D. Rhoades  
Joel D. Rhoades, Vice-President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Vice-President of EPCON LITTLE BEAR, LLC, an Ohio limited liability company, on behalf of said liability company, this 15<sup>th</sup> day of October 2012.

Christopher A. Buerkle  
Notary Public



Christopher A. Buerkle, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

**EXHIBIT "A"**  
**THE COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**PART 1**

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Farm Lot 4, Quarter Township 3, Township 3, Range 18, United States Military Lands, being out of Lot 7577, of that subdivision entitled "Little Bear Village Section 2" of record in Official Record 960, Page 2007 as conveyed to Epcon Little Bear LLC by deed of record in Official Record 1118, Page 1777 (all references, refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a southeasterly corner of said Lot 7577, a southwesterly corner of Lot 7487 of that subdivision entitled "Little Bear Village Section 1" of record in Official Record 757, Page 709 as conveyed to Homes Saving and Loan Company of Youngstown Ohio by deed of record in Official Record 1047, Page 2285, being the northerly right-of-way line of Little Bear Loop;

thence South 89° 51' 08" West, with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, a distance of 54.33 feet to an iron pin set;

thence North 00° 08' 52" West, across said Lot 7577, a distance of 119.30 feet to a point;

thence South 90° 00' 00" East, continuing across said Lot 7577, a distance of 54.33 feet to an iron pin set in the easterly line of said Lot 7577, the westerly line of said Lot 7487;

thence South 00° 08' 52" East, with the easterly line of said Lot 7577, the westerly line of said Lot 7487, a distance of 119.16 feet to the POINT OF BEGINNING, and containing 0.149 acre of land, more or less.

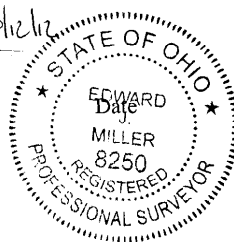
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown are based on the same meridian as the bearings shown on the subdivision plat entitled "Oak Creek I Phase 4" of record in Cabinet 1, Slides 592-592B, Recorder's Office, Delaware County, Ohio. On said plat of record a portion of the centerline of Cotton Wood Drive has a bearing of North 17° 10' 46" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller  
Registered Surveyor No. 8250



EJM:tb/August 22, 2012  
0\_149 ac 20121284CONDO

**EXHIBIT "A"**  
**THE COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**PART 2**

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Farm Lot 4, Quarter Township 3, Township 3, Range 18, United States Military Lands, being out of Lot 7577, of that subdivision entitled "Little Bear Village Section 2" of record in Official Record 960, Page 2007 as conveyed to Epcon Little Bear LLC by deed of record in Official Record 1118, Page 1777 (all references, refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

Beginning, for reference, at an iron pin set at a southeasterly corner of said Lot 7577, a southwesterly corner of Lot 7487 of that subdivision entitled "Little Bear Village Section 1" of record in Official Record 757, Page 709 as conveyed to Homes Saving and Loan Company of Youngstown Ohio by deed of record in Official Record 1047, Page 2285, being the northerly right-of-way line of Little Bear Loop;

thence South 89° 51' 08" West, with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, a distance of 136.51 feet to an iron pin set at a point of curvature to the right;

thence continuing with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, with the arc of said curve to the right, having a central angle of 15° 46' 26", a radius of 270.00 feet, an arc length of 74.33 feet, a chord bearing and distance of North 82° 15' 39" West, 74.10 feet to an iron pin set, being the TRUE POINT OF BEGINNING;

thence continuing with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, with the arc of said curve to the right, having a central angle of 41° 04' 36", a radius of 270.00 feet, an arc length of 193.57 feet, a chord bearing and distance of North 53° 50' 08" West, 189.45 feet to an iron pin set;

thence across said Lot 7577, the following courses and distances:

North 52° 28' 09" East a distance of 118.08 feet to a point;

South 37° 31' 51" East, a distance of 82.20 feet to a point;

South 69° 54' 08" East, a distance of 47.46 feet to a point; and

South 19° 04' 02" West, a distance of 108.17 feet to the TRUE POINT OF BEGINNING, and containing 0.417 acre of land, more or less.

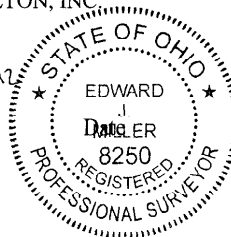
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown are based on the same meridian as the bearings shown on the subdivision plat entitled "Oak Creek I Phase 4" of record in Cabinet 1, Slides 592-592B, Recorder's Office, Delaware County, Ohio. On said plat of record a portion of the centerline of Cotton Wood Drive has a bearing of North 17° 10' 46" East.

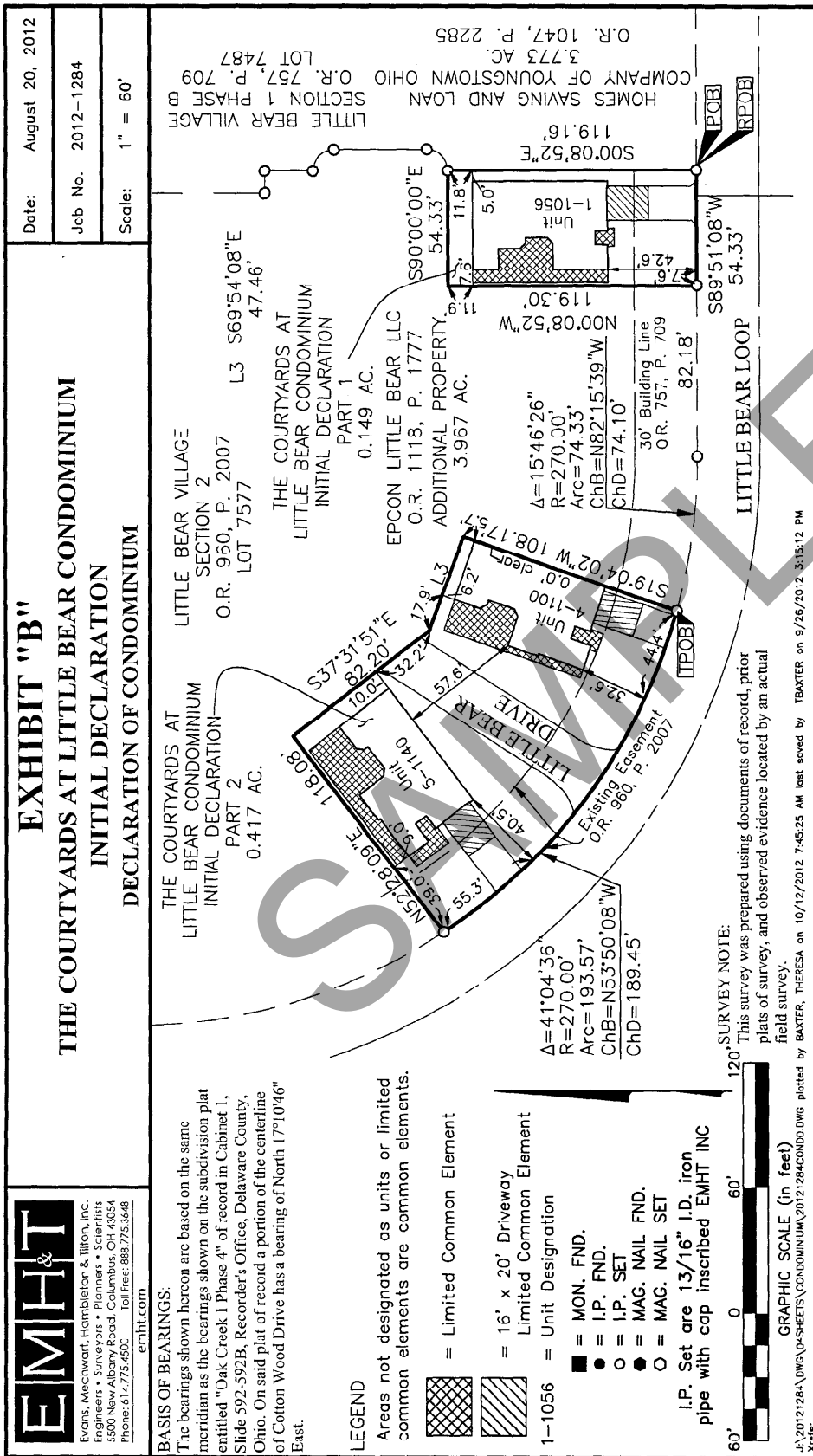
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller  
 Registered Surveyor No. 8250



EJM:tb/August 22, 2012  
 0\_417 ac 20121284CONDO





## EXHIBIT C

DECLARATION OF CONDOMINIUM  
THE COURTYARDS AT LITTLE BEAR CONDOMINIUMUnit Information

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Par Value</u>	<u>Undivided Interest</u>
1-1056	1056 Little Bear Loop	PZ	1.00	1/3rd
4-1100	1100 Little Bear Loop	PO	1.00	1/3rd
5-1140	1140 Little Bear Loop	PO	1.00	1/3rd

TOTAL 3/3rds or  
100.000%

**EXHIBIT D****DECLARATION OF CONDOMINIUM  
THE COURTYARDS AT LITTLE BEAR CONDOMINIUM****Unit Types and Par Values****I. Type**

- PZ (Palazzo). Contains a kitchen, living room, dining room, two baths, two bedrooms, and a garage, all at ground level. May also contain either or both an optional second floor bonus room or a screened or enclosed porch or veranda.
- PO (Portico). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain either or both an optional second floor bonus room or a screened or enclosed porch or veranda.
- PE (Promenade). Contains a kitchen, living room, dining room, two baths, two bedrooms, a den, and a garage, all at ground level. May also contain either or both an optional second floor bonus room or a screened or enclosed porch or veranda.

**II. Unit Sizes and Par Values**

<u>Type</u>	<u>Approximate Gross Interior Square Feet</u>	<u>Par Value</u>
PZ	1,994-2,520	1.00
PO	2,231-2,923	1.00
PE	2,478-3,121	1.00

- <sup>(1)</sup> Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in the garage and any screened or enclosed porch or veranda. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes.

**EXHIBIT "E"**  
**THE COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**ADDITIONAL PROPERTY**

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Farm Lot 4, Quarter Township 3, Township 3, Range 18, United States Military Lands, being out of Lot 7577, of that subdivision entitled "Little Bear Village Section 2" of record in Official Record 960, Page 2007 as conveyed to Epcor Little Bear LLC by deed of record in Official Record 1118, Page 1777 (all references, refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

Beginning, for reference, at an iron pin set at a southeasterly corner of said Lot 7577, a southwesterly corner of Lot 7487 of that subdivision entitled "Little Bear Village Section 1" of record in Official Record 757, Page 709 as conveyed to tract Homes Saving and Loan Company of Youngstown Ohio by deed of record in Official Record 1047, Page 2285, being the northerly right-of-way line of Little Bear Loop;

thence South 89° 51' 08" West, with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, a distance of 54.33 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence South 89° 51' 08" West, with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, a distance of 82.18 feet to an iron pin set at a point of curvature to the right;

thence continuing with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, with the arc of said curve to the right, having a central angle of 15° 46' 26", a radius of 270.00 feet, an arc length of 74.33 feet, a chord bearing and distance of North 82° 15' 39" West, 74.10 feet to an iron pin set;

thence across said Lot 7577, the following courses and distances:

North 19° 04' 02" East, a distance of 108.17 feet to a point;

North 69° 54' 08" West, a distance of 47.46 feet to a point;

North 37° 31' 51" West, a distance of 82.20 feet to a point;

South 52° 28' 09" West, a distance of 118.08 feet to an iron pin set on the arc of a curve to the right in the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop,

thence continuing with the southerly line of said Lot 7577, the northerly right-of-way line of said Little Bear Loop, with the arc of said curve to the right, having a central angle of 36° 05' 14", a radius of 270.00 feet, an arc length of 170.06 feet, a chord bearing and distance of North 15° 15' 13" West, 167.26 feet to an iron pin set;

thence North 02° 47' 24" East, with the westerly line of said Lot 7577, the easterly right-of-way line of said Little Bear Loop, a distance of 286.54 feet to an iron pin set in the northerly line of said Lot 7577, the southerly line of Lot 7486 of that subdivision entitled "Little Bear Village Section 1 Phase B" of record in Official Record 757, Page 709;

thence North 89° 51' 08" East, with the northerly line of said Lot 7577, the southerly line of said Lot 7486, a distance of 343.07 feet to an iron pin set at a northeasterly corner of said Lot 7577, the northwesterly corner of "Little Bear Condominium First Amendment to the Drawings" of record in Official Record 842, Page 329, (Second Amendment to the Declaration of record in Official Record 855, Page 2590);

**EXHIBIT "E"**  
**COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**ADDITIONAL PROPERTY**

-2-

thence with the easterly perimeter of said Lot 7577, the westerly perimeter of said "Little Bear Condominium First Amendment to the Drawings", the following courses and distances:

South 04° 52' 01" West, a distance of 62.19 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve to the left, having a central angle of 04° 50' 31", a radius of 10.00 feet, an arc length of 0.85 feet, a chord bearing and distance of South 80° 45' 57" West, 0.84 feet to an iron pin set;

South 78° 20' 42" West, a distance of 22.09 feet to an iron pin set;

South 04° 52' 01" West, a distance of 111.28 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve to the right, having a central angle of 85° 07' 59", a radius of 10.00 feet, an arc length of 14.86 feet, a chord bearing and distance of South 47° 26' 01" West, 13.53 feet to an iron pin set;

South 00° 00' 00" West, a distance of 23.00 feet to an iron pin set; and

South 90° 00' 00" East, a distance of 86.21 feet to an iron pin set in the easterly line of said Lot 7577, the westerly line of Lot 7487 of that subdivision entitled "Little Bear Village Section 1 Phase B" of record in Official Record 757, Page 709 as conveyed to Homes Saving and Loan Company of Youngstown Ohio by deed of record in Official Record 1047, Page 2285;

thence with the easterly perimeter of said Lot 7577, the westerly perimeter of said Lot 7487, the following courses and distances:

South 00° 00' 00" West, a distance of 153.72 feet to an iron pin set;

South 90° 00' 00" East, a distance of 10.37 feet to an iron pin set;

South 00° 00' 00" West, a distance of 23.00 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve to the right, having a central angle of 89° 51' 08", a radius of 10.00 feet, an arc length of 15.68 feet, a chord bearing and distance of South 45° 04' 26" East, 14.12 feet to an iron pin set;

South 00° 08' 52" East, a distance of 44.40 feet to a point of curvature to the right; and

with the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing and distance of South 44° 51' 08" West, 14.14 feet to an iron pin set;

thence North 90° 00' 00" West, continuing across said Lot 7577, a distance of 54.33 feet to a point;

thence South 00° 08' 52" East, across said Lot 7577, a distance of 119.30 feet to the TRUE POINT OF BEGINNING, and containing 3.967 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

**EXHIBIT "E"**  
**COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**ADDITIONAL PROPERTY**

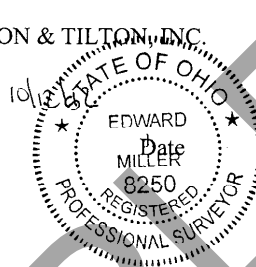
-3-

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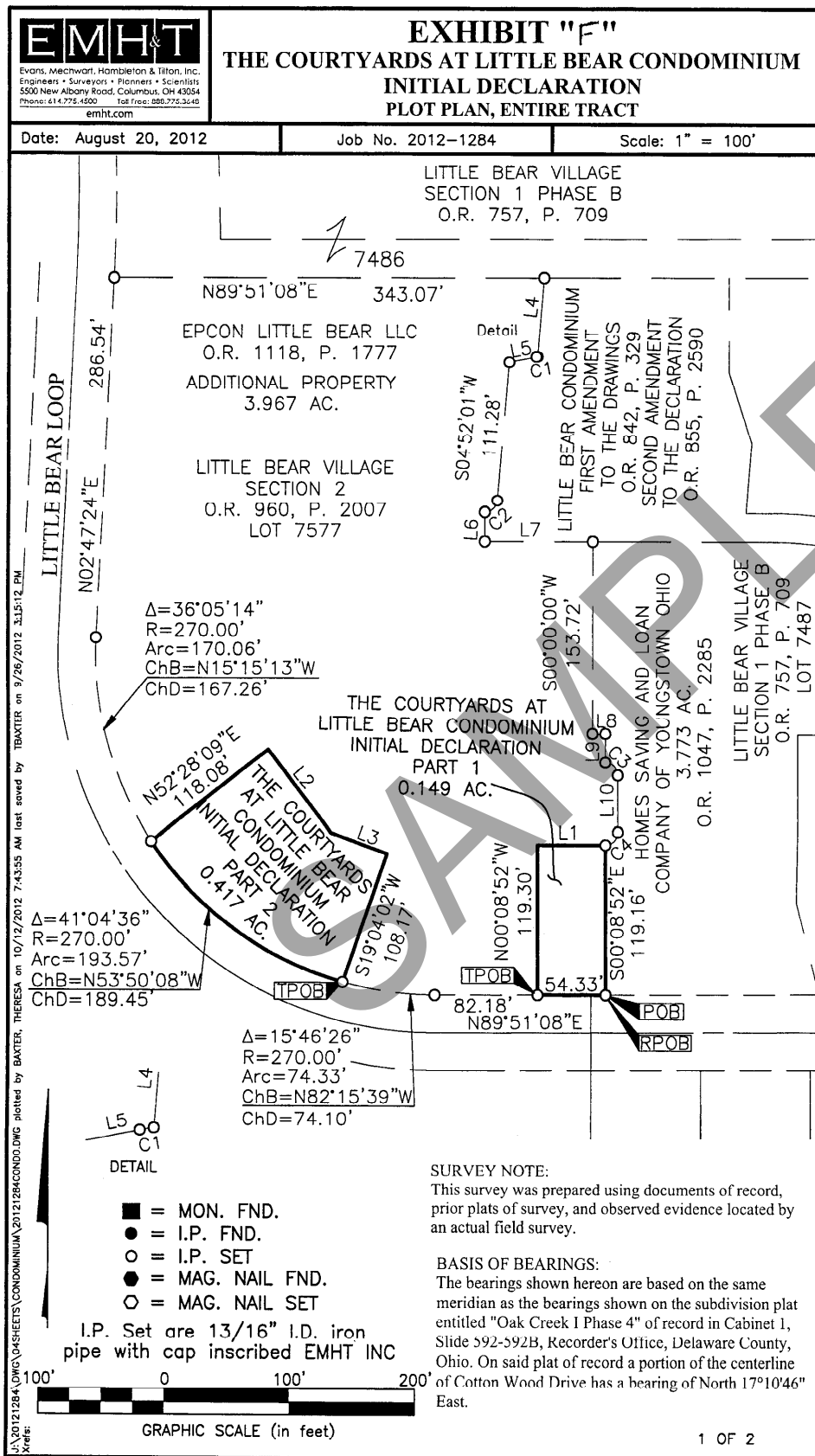
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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller  
Registered Surveyor No. 8250



EJM:tb/August 22, 2012  
3\_967 ac 20121284CONDO





Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3646  
emht.com

**EXHIBIT "F"**  
**THE COURTYARDS AT LITTLE BEAR CONDOMINIUM**  
**INITIAL DECLARATION**  
**PLOT PLAN, ENTIRE TRACT**

Date: August 20, 2012

Job No. 2012-1284

Scale: 1" = 100'

L1 S90°00'00"E  
54.33'

L2 S37°31'51"E  
82.20'

L3 S69°54'08"E  
47.46'

L4 S04°52'01"W  
62.19'

L5 S78°20'42"W  
22.09'

L6 S00°00'00"W  
23.00'

L7 S90°00'00"E  
86.21'

L8 S90°00'00"E  
10.37'

L9 S00°00'00"W  
23.00'

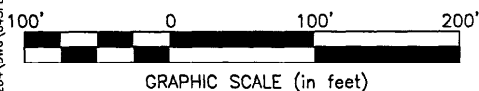
L10 S00°08'52"E  
44.40'

C1 Δ=04°50'31"  
R=10.00'  
Arc=0.85'  
ChB=S80°45'57"W  
ChD=0.84'

C2 Δ=85°07'59"  
R=10.00'  
Arc=14.86'  
ChB=S47°26'01"W  
ChD=13.53'

C3 Δ=89°51'08"  
R=10.00'  
Arc=15.68'  
ChB=S45°04'26"E  
ChD=14.12'

C4 Δ=90°00'00"  
R=10.00'  
Arc=15.71'  
ChB=S44°51'08"W  
ChD=14.14'



2 OF 2



**BYLAWS  
(Code of Regulations)  
OF  
THE COURTYARDS AT LITTLE BEAR CONDOMINIUM ASSOCIATION**

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**BYLAWS**  
**(Code of Regulations)**  
**OF**  
**THE COURTYARDS AT LITTLE BEAR CONDOMINIUM ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

The name of the Association is The Courtyards at Little Bear 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 The Courtyards at Little Bear Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles of Incorporation"), 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 or Franklin 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 Unit 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 Unit 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. Action In Writing Without Meeting.** Unless otherwise required by law, 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 of Incorporation, 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 three 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 three Directors shall be staggered so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association.

Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Notwithstanding the foregoing, from and after the time that the Association meets and the Unit Owners elect the three Directors, 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 (twenty-two (22)) 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 of Incorporation 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 of Incorporation 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 of Incorporation, 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 herein.

**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 may 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.

**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 of the Condominium Organizational Documents, 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 provisions of 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 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) take such actions and expend the Association funds and Assessments as the Board deems appropriate, in its sole discretion, to satisfy the requirements of

institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Units a part of the Condominium;

(m) 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

(n) 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 not less than 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 Unit Owner's Unit as an agent of that Unit 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 Unit 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, personally to an Occupant of that Unit 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 of Incorporation 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; and

(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.

## 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 31<sup>st</sup> 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 15<sup>th</sup> day of October 2012.

EPCON LITTLE BEAR, LLC,  
an Ohio limited liability company

By   
Joel D. Rhoades, Vice-President

Sole Member

## Concord Township, Delaware County, Ohio Population Demographics

	<b>Total Population</b>	<b>Population Age 55 and Older</b>	<b>% of Total Population Age 55 and Older</b>
2000 Census	4,555		
2010 Census	9,294	2,100	22.60%
2014 Estimated Population	10,128	2,580	25.47%
2019 Projected Population	10,919	3,180	29.12%

Percentage of growth in population from 2000 Census to 2010 Census: 104.04%

Percentage of growth in population from 2014 Estimated Population to 2019 Projected Population: 7.81%

<b>Age</b>	<b>2010 Estimated Population</b>	<b>2014 Estimated Population</b>	<b>2019 Projected Population</b>	<b>% Increase from 2010 - 2014</b>	<b>% Increase from 2014 - 2019</b>
<b>18-24</b>	368	722	1,101	96.20%	52.49%
<b>25-34</b>	758	614	659	(19.00%)	7.33%
<b>35-44</b>	1,727	1,657	1,314	(4.05%)	(20.70%)
<b>45-54</b>	1,540	1,658	1,730	7.66%	4.34%
<b>55 &amp; Older</b>	2,100	2,580	3,180	22.86%	23.26%

### ***Number of Households***

2000 Census	1,249
2010 Census	2,678
2014 Estimated Population	2,881
2019 Projected Population	3,085

The growth in number of households from 2000 Census to 2010 Census: 114.41%

The growth in number of households from 2014 Estimated Population to 2019 Projected Population: 7.08%

Source: SiteReports by Nielson Claritas, June 2014.

EXHIBIT G-1



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## EPCON'S CLASSIC COURTYARD COLLECTION

@ Epcon Communities Franchising, Inc. 2012

EXHIBIT H-1









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EPCON'S CLASSIC  
COURTYARD  
COLLECTION

*Palazzo w/ Bonus Suite*

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*Portico*

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EPCON'S CLASSIC  
COURTYARD  
COLLECTION

*Portico w/ Bonus Suite*

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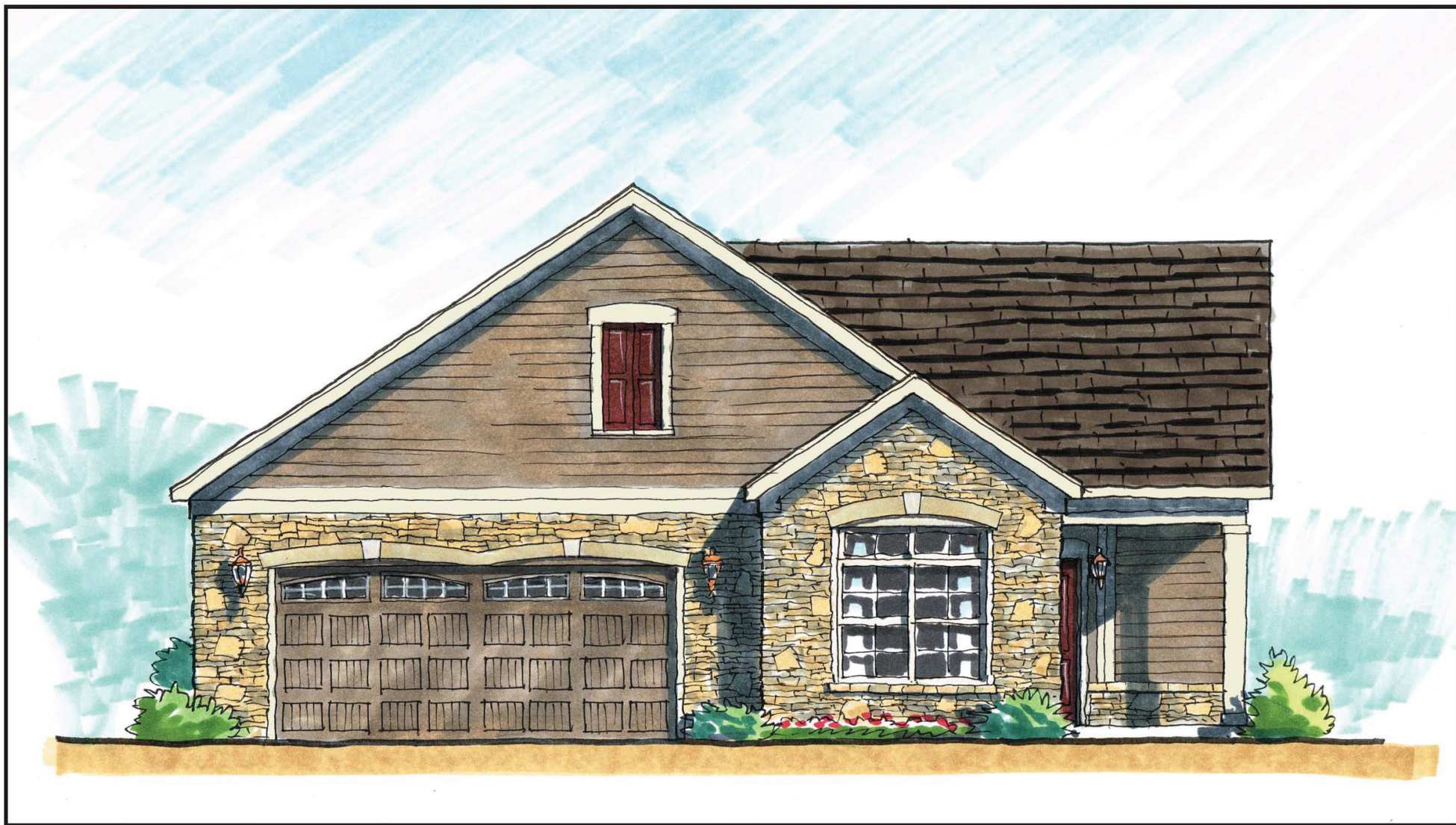
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## EPCON'S CLASSIC COURTYARD COLLECTION

*Promenade*

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COLLECTION

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COLLECTION

*Promenade w / Bonus Suite*

@ Epcon Communities Franchising, Inc. 2012





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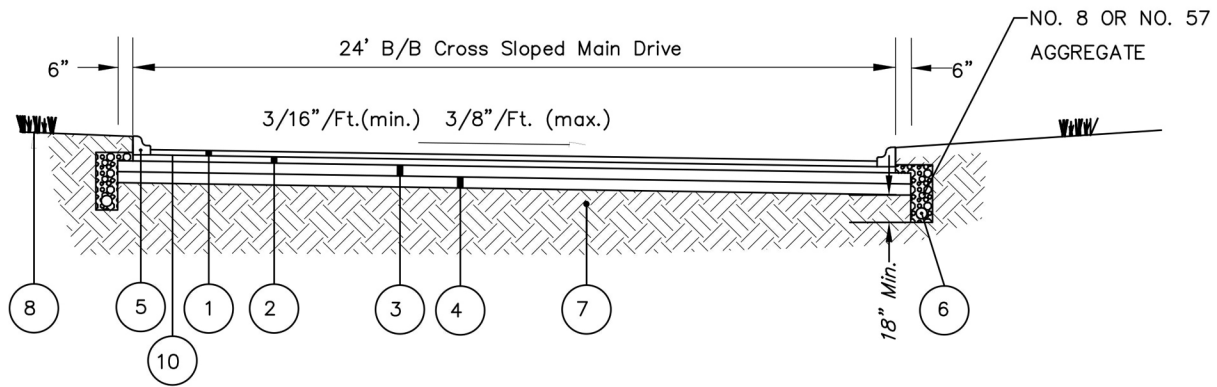
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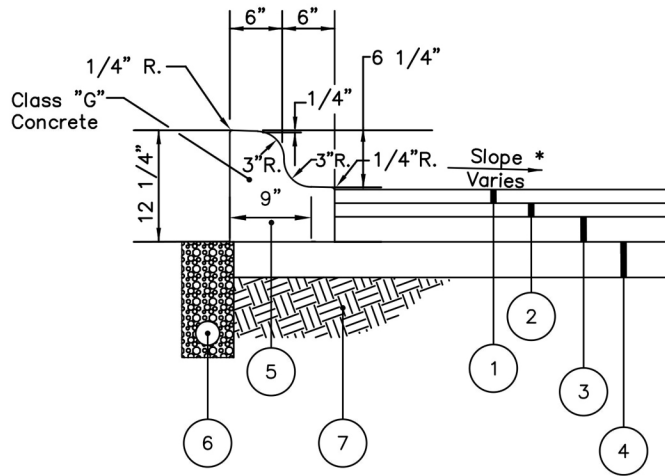
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**TYPICAL PAVEMENT SECTION (PRIVATE MAIN DRIVE)**

NO SCALE



**TYPICAL PAVEMENT SECTION W/  
12" TILT-OUT CURB**

No Scale

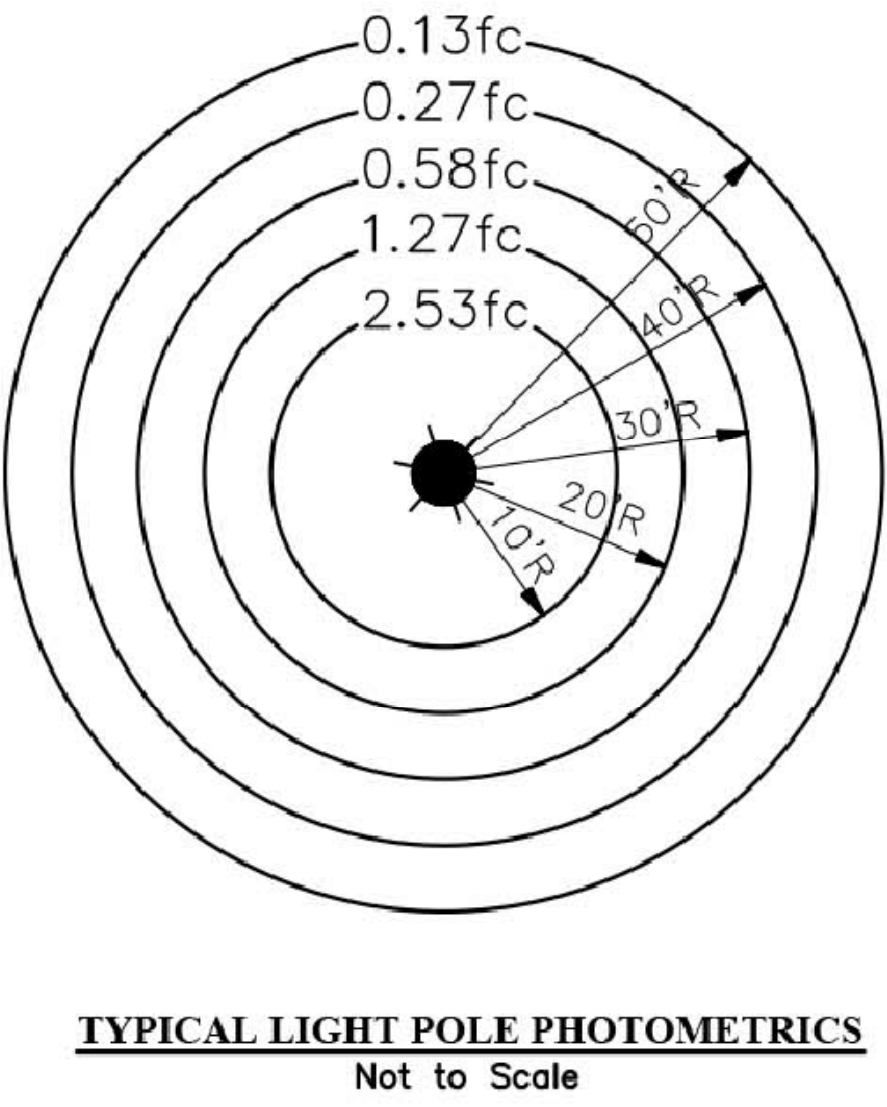
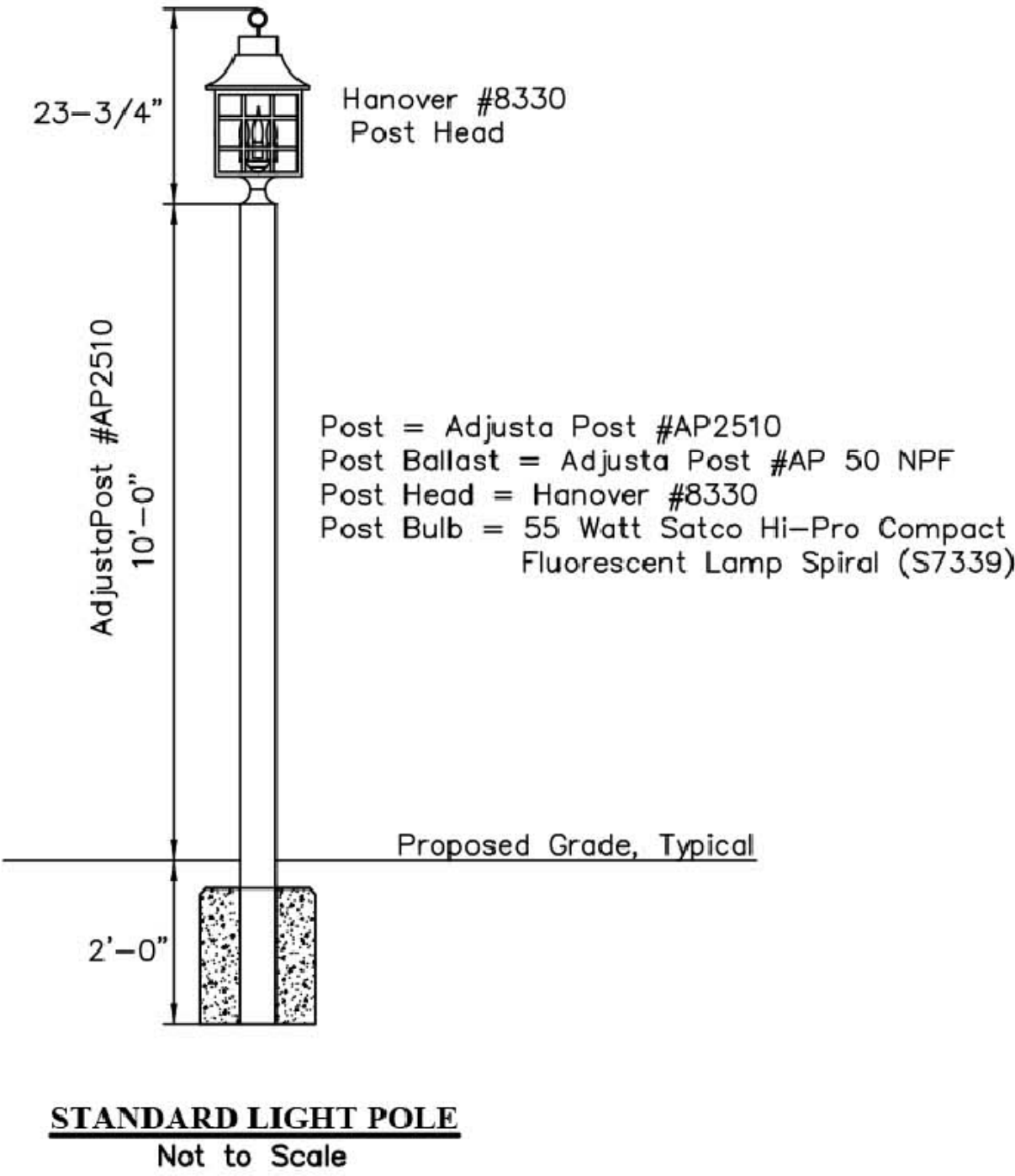
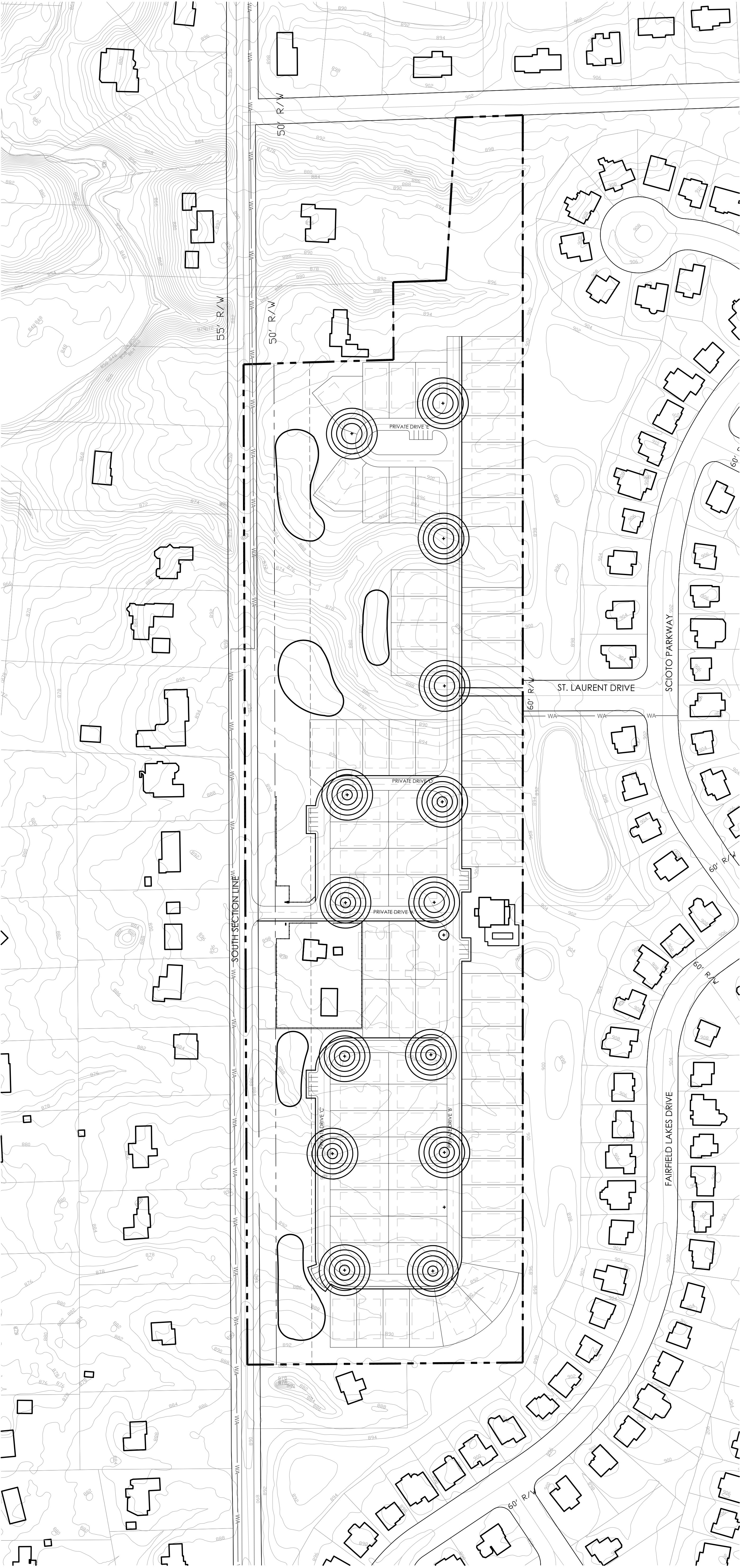
**LEGEND**

- |   |   |    |  |
|---|---|----|--|
| 1 | ITEM 404, 1-1/2" ASPHALT CONCRETE                       | 6  | ITEM 605, 4" PIPE UNDERDRAIN                     |
| 2 | ITEM 402, 3" ASPHALT CONCRETE                           | 7  | ITEM 204, SUBGRADE COMPACTION                    |
| 3 | ITEM 304, 4" AGGREGATE BASE                             | 8  | ITEM 659, SEEDING & MULCHING                     |
| 4 | 4" NO. 2 STONE  | 9  | ITEM 402, 2" ASPHALT CONCRETE                    |
| 5 | ITEM 609, 12" TILT-OUT CURB<br>(SEE PLAN FOR LOCATIONS) | 10 | ITEM 407, BITUMINOUS TACK COAT<br>(0.1 GAL/S.Y.) |

**NOTE:**

Pavement composition is typical of similar projects and should be verified by a Registered Soils Engineer prior to construction.





LIGHTING PLAN

THE COURTYARDS AT SOUTH SECTION LINE

PREPARED FOR EPCON COMMUNITIES

DATE: 7.21.14

EXHIBIT J-1

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

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