

# Home Road *North*

Planned Residential District  
Home Road  
Concord Township, Ohio  
February 12, 2018

## HOME ROAD NORTH MASTER DEVELOPMENT SUMMARY

<b>ZONING CLASSIFICATION</b>	<b>Proposed Acreage for Development</b>	<b>Additional Comments</b>
Planned Residential	±8 Acres	Includes condominiums and open space
<b>Total Acres</b>	<b>±8 Acres</b>	

## PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

<b>Planned Residential Development Data for The Meadows</b>	<b>Proposed for Development</b>	<b>Required by Zoning Code</b>
<b>Development Summary</b>		
Single Family	±4.44 Acres	
Open Space	±3.56 Acres (44%)	
<b>Total Acres</b>	<b>±8 Acres</b>	
Number of Units	20	
Density	±2.5 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 to garage	As approved in development plan
Min. Side Yard Setback-SF	10 feet total ,min.25' from project boundaries-varies-see plan	As approved in development plan
Min. Rear Yard Setback-SF	25' min. from project boundaries- varies- see plan	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: \$ 2,500.00

**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: 4586 Home Road. Powell, Ohio 43065

NAME OF OWNER: Clarence L Dulin

ADDRESS OF OWNER: 7770 Dublin Rd. Delaware, Ohio 43015

HOME PHONE: (740) 881-5912 WORK PHONE: \_\_\_\_\_

NAME OF APPLICANT: CV Real Properties

ADDRESS OF APPLICANT: 110 Polaris Parkway Suite 301 Westerville, OH 43082

HOME PHONE: (614) 890-4033 WORK PHONE: (614) 890-4033

PRESENT ZONING: FR-1 PRESENT USE: SF Residential

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

Planned Residential Condominium Homes

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: Clarence L Dulin Date: 1-11-18

Received and  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Zoning Inspector)

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

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

Board Secretary: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

Notice Mailed: \_\_\_\_\_ Date Published: \_\_\_\_\_



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

**February 12, 2018**

**Property Address:** 4586 HOME RD, POWELL 43065

**Parcel No.:** 31923001015000

**Applicant:** Chris Vince  
CV Real Properties  
110 Polaris Parkway  
Suite 301  
Westerville, OH 43082  
Phone: (614) 890-4033

**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 20 single family condominium homes as shown on Exhibit C-1 Development Plan. These homes will be age targeted for empty nesters.**

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 down lighting, 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.

b) Development Plan - Ten (15) 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 8 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 Declarations of Condominium attached hereto as Exhibit F-1.**

**These condominiums are age targeted to empty nesters, and will contain different floorplans with many different options within each type.**

**Each owner of a dwelling 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.

**All facades of the homes 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. Any side elevations that face any internal or public street shall also have architectural treatments compatible with the front elevation of the home. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, etc., as well as windows.**

**All homes will have a minimum six (6) 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 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 Declarations of Condominium.**

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

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-2 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 includes the main access from County View Pl. along with an emergency access connection to Home Rd to the South of the site, 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 and PRD (Scioto Reserve, to the west, south, and north), which has been developed with single-family homes and Golf Course.**

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.**

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 the fall of 2018.**

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.

**This project will be developed as one phase.**

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.

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 +/-2.5 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.

**Condominium homes are appropriate for this site. It is surrounded by single-family homes to the west and east, and Golf Course to the north, and 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.**

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 Declaration of Condominium 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 +/-2.5 units / acre. The site meets the above requirements for increased density as listed.**

- 1. Applicant has preserved significant open space.**
- 2. Access to Home Road.**
- 3. Multi-use path along Home Road frontage.**

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

**The minimum square footage of proposed condominiums shall be 1,700 sf.**

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.**

BENSON JOSHUA J & LUCIUS  
LEEANNE M  
7597 TREE LAKE BLVD;  
POWELL; 43065

DULIN CLARENCE LARRY  
319-230-02-008-000  
POWELL; 43065

DULIN CLARENCE LARRY  
4586 HOME RD;  
POWELL; 43065

FRASER THOMAS B  
CHRISTINE A  
7447 SCIOTO CHASE BLVD;  
POWELL; 43065

JACONETTE FRED J JR  
4490 HOME RD;  
POWELL; 43065

JAYARAJ RAJESH J  
7457 SCIOTO CHASE BLVD;  
POWELL; 43065

KESSLER EDGAR M &  
LINDA G  
7411 SCIOTO CHASE BLVD;  
POWELL; 43065

KILLE SEIJI E & ALISSA A  
7473 SCIOTO CHASE BLVD;  
POWELL; 43065

MILLER GLENN E  
4500 HOME RD;  
POWELL; 43065

POLING DANA B LORI A  
7423 SCIOTO CHASE BLVD;  
POWELL; 43065

RESERVE AT SCIOTO GLENN  
LLC THE  
470 OLDE WORTHINGTON RD  
SUITE 100  
WESTERVILLE OH 43082

RHINEHART GREGORY L  
DEBORAH ANN  
4410 HOME RD;  
POWELL; 43065

SCIOTO RESERVE LLC  
7383 SCIOTO PKWY  
POWELL OH 43065

SCIOTO RESERVE MASTER  
ASSOC  
3755 ATTUCKS DR  
POWELL OH 43065

SCIOTO RESERVE MASTER  
ASSOC  
(31923006002000)  
3755 ATTUCKS DR  
POWELL OH 43065

SOVIK RAYMOND W  
CYNTHIA L  
7399 SCIOTO CHASE BLVD;  
POWELL; 43065

WHITE TIM WILLIAM II &  
AMBER MARIE  
7521 SCIOTO CHASE BLVD;  
POWELL; 43065

YOCHHEIM JASON E  
7435 SCIOTO CHASE BLVD;  
POWELL; 43065



# GENERAL WARRANTY DEED \*

Annabelle U. Dulin, a widow and not remarried

(1), of Delaware County, Ohio

for valuable consideration paid, grant(s), with general warranty covenants, to

Clarence Larry Dulin, whose tax-mailing address is  
4586 Home Road, Powell, Ohio 43065

the following REAL PROPERTY: Situated in the County of Delaware in the State  
of Ohio and in the Township of Concord (2)

In Range 19, Twp. 3, Sec. 2, U.S.M. Survey and east part of Lot 15 and  
16, beginning on the South line of Lot 15, in the center of the County  
Road running east from Girls Industrial Home, 25 rods, more or less,  
west of the southeast corner of said lot, being southwest corner of  
Charles and Mattie Blaney tract as in Deed Record 169, Page 198; thence  
run north on the west line of Blaney tract 50.84 rods to the north line  
of Lot 16; thence west on said north line 25.34 rods; thence south 50.84  
rods to the south line of Lot 15 and center of road; thence east on said  
south line and in the center of road 25.34 rods to the place of beginning  
containing 8.05 acres. Premises known as 4586 Home Road, Powell, Ohio  
43065

*Private Copy*  
The State has complied with  
Section 211.203 of the R.C.  
Date 2-27-84 Transfer Tax Paid 60.00  
TRANSFERRED ON TRANSFER TAX RECEIPT  
David R. Thomas, Auditor By R. J. Hesel

APPROVED  
FOR TRANSFER  
FRED L. STULTS  
Deputy County Engineer

Prior Instrument Reference: Vol. 458 Page 64 of the Deed Records of Delaware  
369 168  
County, Ohio.

~~Grantor releases all rights of dower therein~~ Witness her hand(s) this 24th day  
of February, 1984.

Signed and acknowledged in the presence of:

Norman J. Lunn  
WITNESS  
Edward F. Flahive  
WITNESS

Annabelle U. Dulin (4)  
Annabelle U. Dulin

State of Ohio County of Delaware ss.

BE IT REMEMBERED, That on this 24th day of February, 1984, before me,  
the subscriber, a Notary Public in and for said county, personally came,  
Annabelle U. Dulin the Grantor(s) in the  
foregoing Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day  
and year aforesaid. Edward F. Flahive  
Notary Public

EDWARD F. FLAHIVE, ATTORNEY AT LAW  
NOTARY PUBLIC, FOR THE STATE OF OHIO  
My Commission Has No Expiration Date  
Sec. 147.03 Ohio Revised Code

This instrument was prepared by Edward F. Flahive, Attorney at Law  
Delaware, Ohio.

1. Name of Grantor(s) and marital status.
2. Description of land or interest therein, and encumbrances, reservations, exceptions, taxes and assessments, if any.
3. Delete whichever does not apply.
4. Execution in accordance with Chapter 5301 of the Revised Code of Ohio.

24086 DELAWARE COUNTY, OHIO Auditor's and Recorder's Stamps  
FILED FOR RECORD FEB 27 1984 10 11:50 O'CLOCK A.M.  
RECORDED Mar 6 1984 Deed RECORD.  
VOL. 459, PAGE 631 REC 2 10.00  
\* See Sections 5302.05 and 5302.06  
COUNTY RECORDER OC

Dulin, Annabelle  
to  
Dulin, Clarence  
Concord 19-3-2-15  
16

VOL 458 PAGE 631

EXHIBIT B-1

BOUNDARY SURVEY FORTHCOMING





## ILLUSTRATIVE PLAN

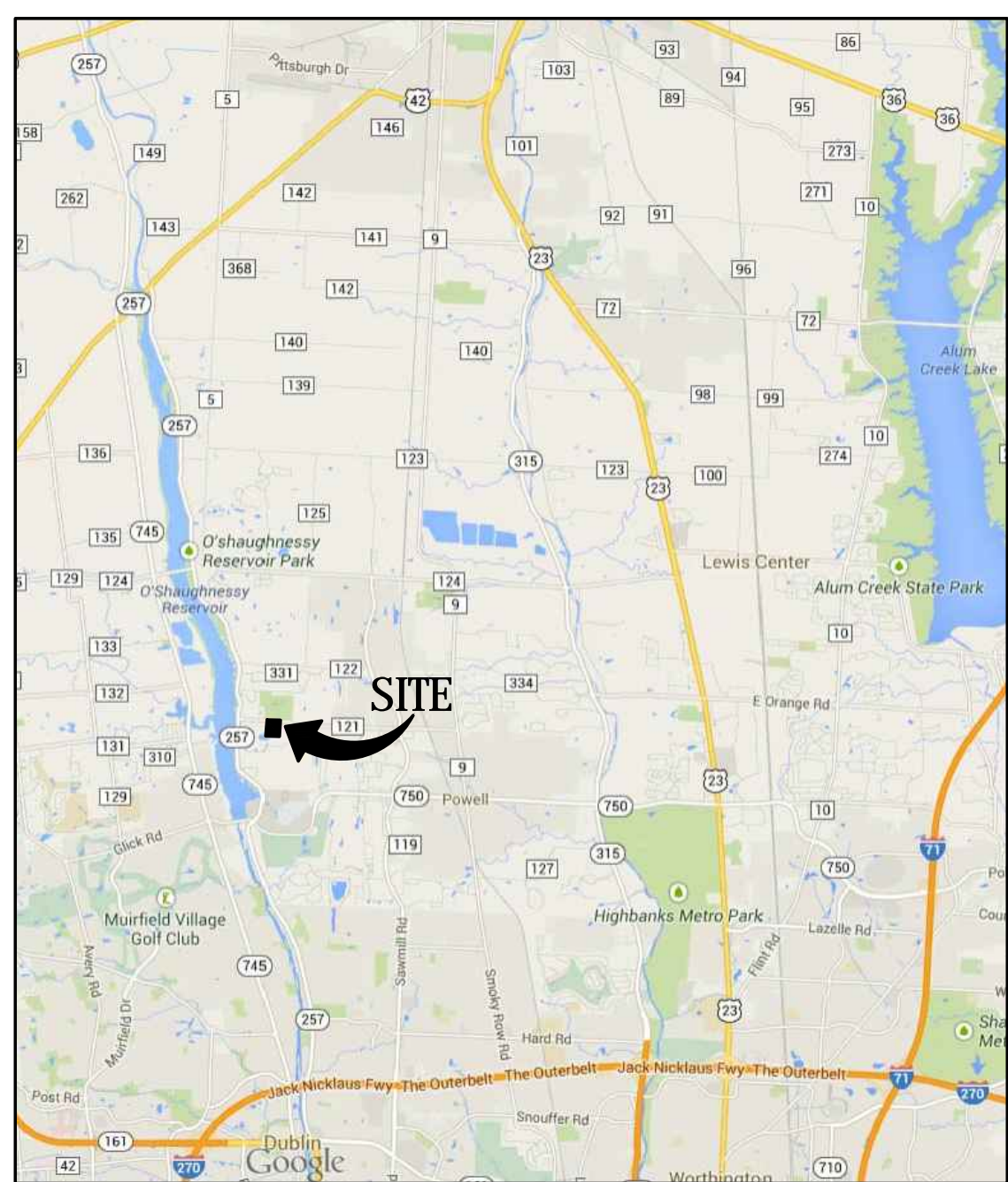
LAND PLANNING      LANDSCAPE ARCHITECTURE

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





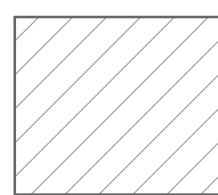
### VICINITY MAP



## SITE DATA

TOTAL ACRES	±8 ACRES
TOTAL UNITS	20 UNITS
DENSITY	±2.5 D.U./AC.
OPEN SPACE	±3.56 AC.
% OPEN SPACE	±44 %

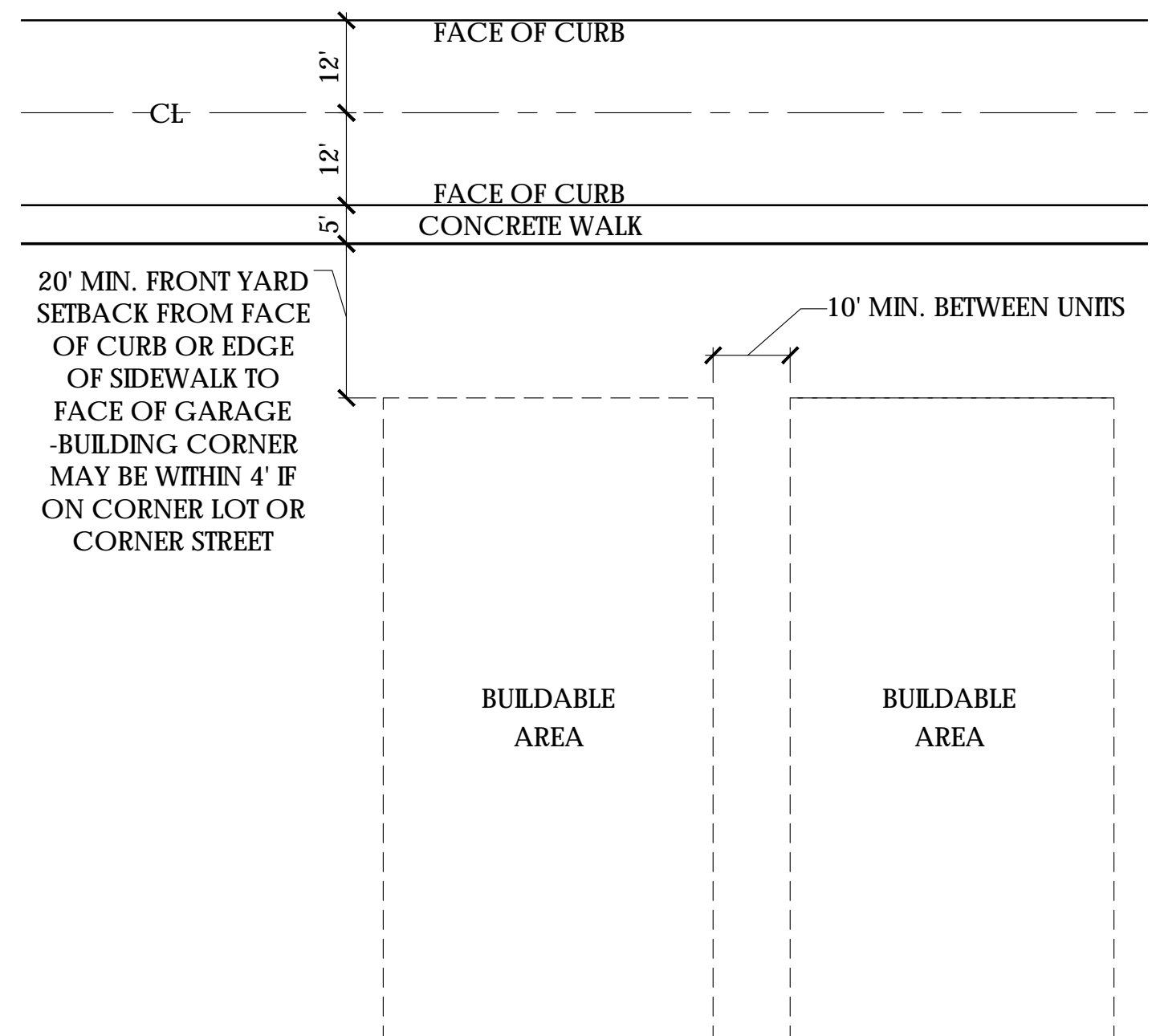
## LEGEND



## OPEN SPACE

## TYPICAL UNIT LAYOUT

SCALE: 1"=20'



## DEVELOPMENT PLAN

# HOME ROAD - NORTH

PREPARED FOR CV REAL PROPERTIES  
DATE: 2.12.2018

DATE: 2.12.2018

## EXHIBIT C-1

# Faris Planning & Design

LAND PLANNING

243 N. 5th Street  
p (614) 487-1964

p (614) 487-1964



LANDSCAPE ARCHITECTURE

1 Columbus, OH 43215  
www.farisplanninganddesign.com

www.farisplanninganddesign.com



## SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES. PROVIDE MIN. 3" DEPTH HARDWOOD BARK MULCH
- 3 FOUNTAIN GEYSER 1/2 HP 240 V 1 PHASE FOUNTAIN BY AQUAMASTER MODEL # M5402-ESC, OR OWNER APPROVED EQUIVALENT
- 4 3-RAIL FENCE. SEE DETAIL 2, EXHIBIT D-2
- 5 STONE COLUMN WITH LIGHT, SEE DETAIL 1, SHEET D-2
- 6 TEMPORARY SALES SIGN, SEE DETAIL 6, SHEET D-2 FOR MORE INFORMATION



(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
21	ACE	ACER xFREEMANII 'SIENNA GLEN'	SIENNA GLEN MAPLE	3" CAL.	B&B	
10	AME	AMELANCHIER xGRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2.5" CAL.	B&B	MULTI-STEM
7	GBP	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL.	B&B	
5	LIQ	LIQUIDAMBER STYRACIFLUA 'MORaine'	MORaine SWEET GUM	2.5" CAL.	B&B	
9	MAC	MALUS 'CARDINAL'	CARDINAL CRABAPPLE	2.5" CAL.	B&B	
61	PAB	PICEA ABIES	NORWAY SPRUCE	5-6' HGT.	B&B	
37	PGL	PICEA GLAUCA	WHITE SPRUCE	5-6' HGT.	B&B	
5	QUE	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B	
7	QRA	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B	
9	SAL	SALIX ALBA 'TRISTIS'	GOLDEN WEEPING WILLOW	2.5" CAL.	B&B	
25	ULM	ULMUS 'MORTON'	ACCOLADE ELM	2.5" CAL.	B&B	
17	ZEL	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2.5" CAL.	B&B	
11	ERB	CERCIS CANADENSIS	EASTERN REDBUD	2.5" CAL.	B&B	
44	PGD	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	4-5' HGT..	B&B	
44	POM	PICEA OMORIKA	SERBIAN SPRUCE	5-6' HGT.	B&B	
7	CVW	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	2.5" CAL.	B&B	
SHRUBS						
15	SJL	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18" HGT.	B&B	
3	PIN	PINUS MUGO 'MOPS'	MOPS MUGO PINE	30" SPRD.	B&B	
16	BUX	BUXUS MICROPHYLLA 'WINTER GEM'	WINTER GEM BOXWOOD	24" HGT.	B&B	
PERENNIALS/ORNAMENTAL GRASSES						
56	HEM	HEMEROCALLIS 'STELLA D'ORRO'	STELLA D'ORRO DAYLILY	NO. 1	CONT.	
5	MSG	MISCANTHUS SINENSIS 'GRACILLIMUS'	GRACILLIMUS MAIDEN GRASS	NO. 2	CONT.	
14	SSY	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SAGE	NO. 1	CONT.	

\*NOTE: ANNUALS TO BE PLANTED BY OWNER. NOT IN INITIAL LANDSCAPE COSTS.

# OVERALL LANDSCAPE PLAN

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# HOME ROAD - NORTH

PREPARED FOR CV REAL PROPERTIES

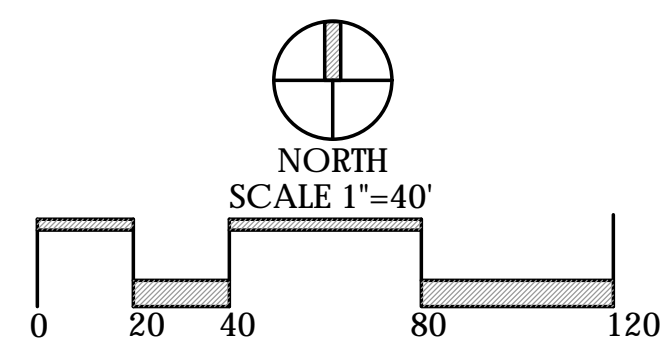
PREPARED FOR CV REAL PROPERTIES

DATE: 2.12.2018

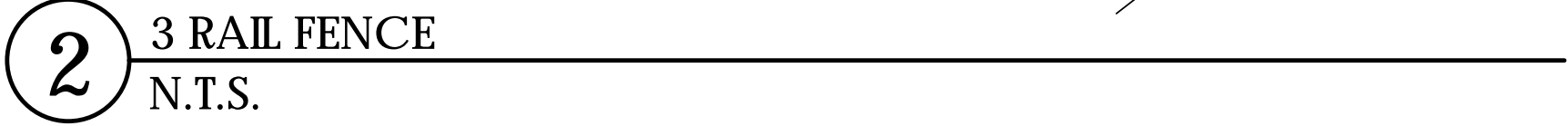
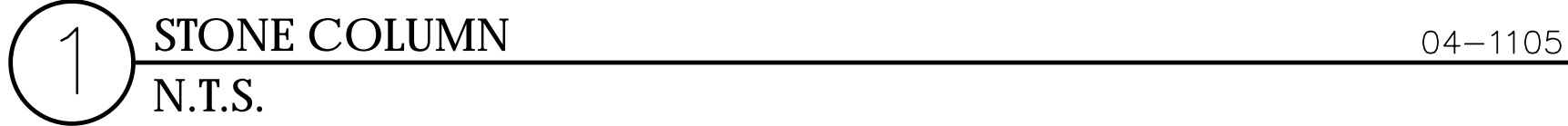
## EXHIBIT D-1

# Faris Planning & Design

LAND PLANNING		LANDSCAPE ARCHITECTURE
243 N. 5th Street p (614) 487-1964	Suite 401	Columbus, OH 43215 <a href="http://www.farisplanninganddesign.com">www.farisplanninganddesign.com</a>

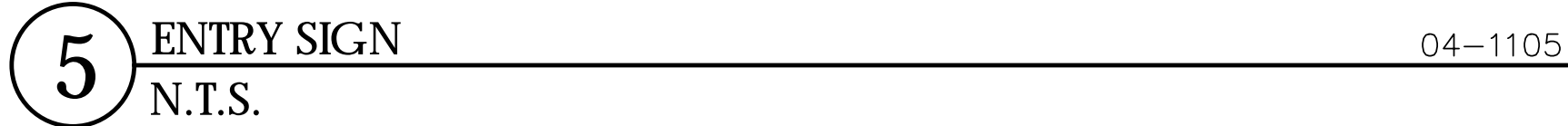






NORTH

SCALE 1"=10'



QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
SHRUBS						
2	VIB	VIBURNUM CARLESII 'CAYUGA'	KOREAN SPICE VIBURNUM	30" HGT.	B&B	
6	IV	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	18" SPRD.	B&B	
12	SJL	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18" HGT.	B&B	
1	CCR	COTINUS COGGYGRIA 'ROYAL PURPLE'	ROYAL PURPLE SMOKEBUSH	36" HGT.	B&B	
1	SYR	SYRINGA PUBESCENS S. PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	30" HGT.	B&B	
4	BUX	BUXUS MICROPHYLLA 'WINTER GEM'	WINTER GEM BOXWOOD	18" HGT.	B&B	
2	PGC	PICEA GLAUC 'CONICA' DWARF ALBERTA SPRUCE	DWARF ALBERTA SPRUCE	36" HGT.	B&B	
1	PPG	PICEA PUNGENS 'GLOBOSA'	GLOBE BLUE SPRUCE	24" HGT.	B&B	
PERENNIALS/ORNAMENTAL GRASSES						
12	HEM	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	NO. 1	CONT.	
12	AST	ASTILBE CHINENSIS 'VISION IN RED'	VISION IN RED ASTILBE	NO. 1	B&B	

CONSTRUCTION NOTES:

<p><b>1</b> LAWN AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.</p>	<p><b>4</b> 3-RAIL FENCE. SEE DETAIL 2, EXHIBIT D-2</p>
<p><b>2</b> LANDSCAPE AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES. PROVIDE MIN. 3" DEPTH HARDWOOD BARK MULCH</p>	<p><b>5</b> STONE COLUMN WITH LIGHT. SEE DETAIL 1, EXHIBIT D-2</p>
<p><b>3</b> NOT USED</p>	



04-1105

# HOME ROAD - NORTH

DATE: 2.12.2018

# Faris Planning & Design

LAND PLANNING		LANDSCAPE ARCHITECTURE
243 N. 5th Street	Suite 401	Columbus, OH 43215
p (614) 487-1964		<a href="http://www.farrisplanninganddesign.com">www.farrisplanninganddesign.com</a>

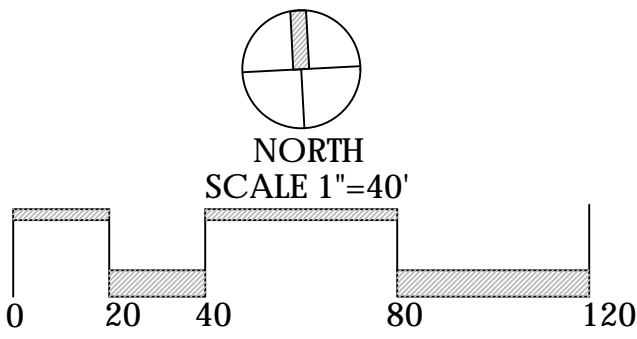


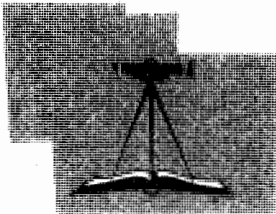


UTILITY KEY

STORM SEWER	CB	ST	ST	ST	ST
	FH	VALVE	WA	WA	WA
WATER	MH				
SANITARY SEWER					

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 of the project.





# Delaware County Engineer

**Chris Bauserman, P.E., P.S.**  
County Engineer

**Robert M. Riley, P.E.**  
Chief Deputy Engineer

February 9, 2018

Concord Township Zoning Board  
6385 Home Road  
Delaware, Ohio 43015

Re: Home Road North Condominium Development, Concord Township  
Revised Zoning Letter (acreage corrected)

Dear Zoning Board Members:

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout dated February 9, 2018 for a 20 unit condominium development on approximately 8-acres at 4586 Home Road, along the north side of Home Road, east of Scioto Chase Boulevard in Concord Township. In general, the proposed conceptual layout, including storm water management, appears to be feasible; however, the Emergency Access (EA) onto Home Road will not be permitted to be 20' wide. This EA will only be permitted to have a maximum width of 12' and should be made of grassed pavers or similar material to dissuade its use from the traveling public. This detail will be worked out during final engineering design and review. In addition to the EA, there appears to be a jurisdictional stream that will be impacted south of the extension of County View Place. Filling in this stream may require mitigation through the USACE, the Ohio EPA and our DESC Department.

During the plan review process, our office will determine whether or not additional R/W is required along Home Road. A Traffic Memo is required for this development. Coordinate the requirements of the Memo with me at your convenience.

Please note the plans reviewed are preliminary in nature and, therefore, only address the conceptual layout. Final engineering plans will need to be submitted that comply with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual.

Thank you for the opportunity to comment on this proposal. Subject to the Township's approval, we will review the detailed engineering plans for this site.

Sincerely,

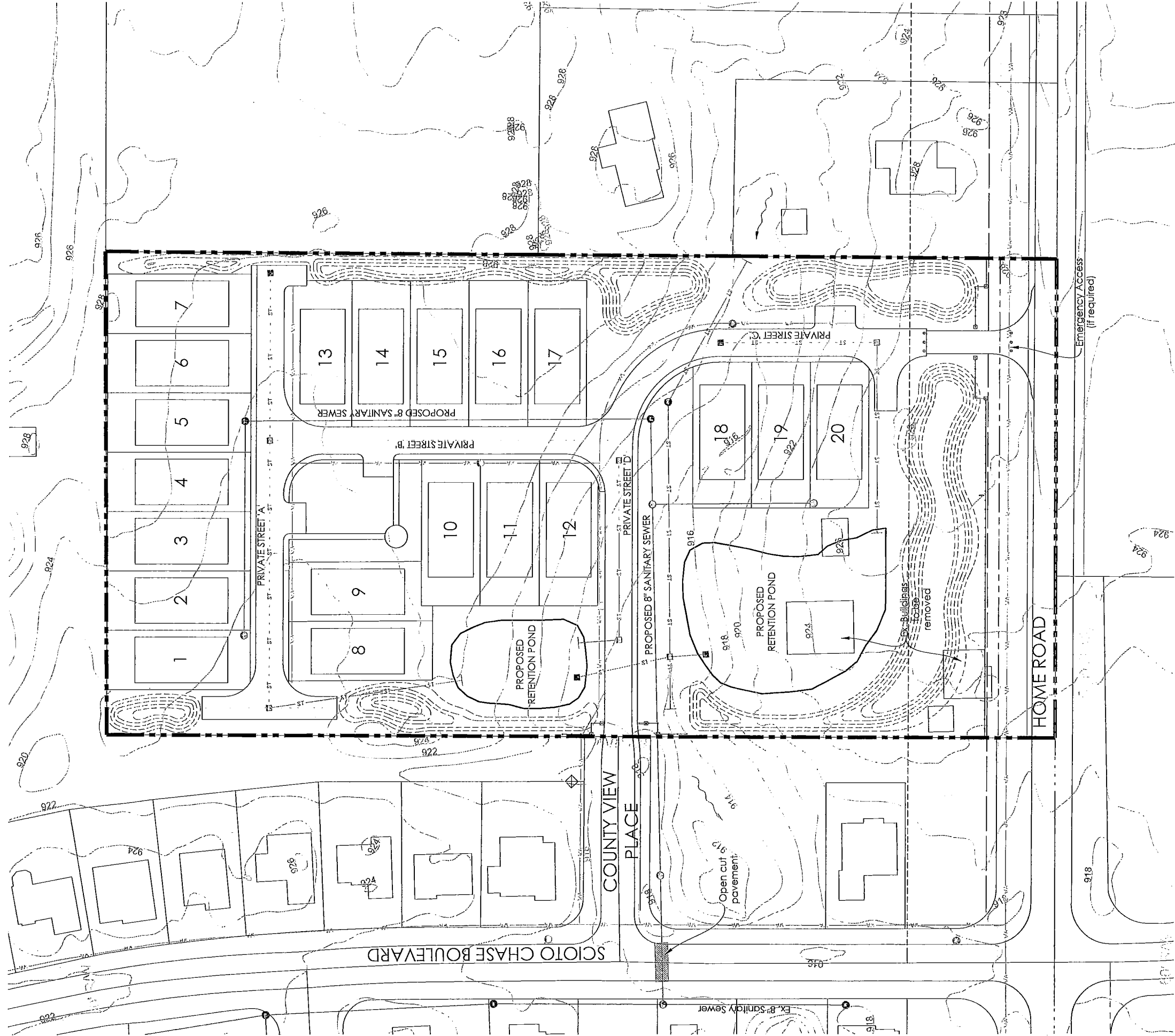


John Piccin, P.E., P.S.  
Deputy Development Engineer

cc: Todd Cooper, Ric Irvine, Concord Township  
John Wicks, Charlie Vince, CV Real Properties  
Todd Faris, Faris Planning and Design  
Chris Bauserman, Rob Riley, Mike Love, Brett Bergefurd, DCEO  
Scott Sanders, DCRPC

encl

EXHIBIT E-2



UTILITY KEY

N.T.S.

STORM SEWER	CB	ST	ST	ST	ST
WATER	FH	VALVE	VA	VA	VA
SANITARY SEWER	MH				

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 of the project.

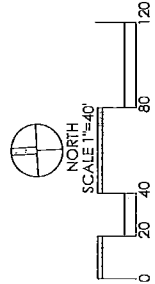
PRELIMINARY UTILITY PLAN

HOME ROAD NORTH

PREPARED FOR CV REAL PROPERTIES

DATE: 2-9-18

EXHIBIT E1







## DELAWARE COUNTY REGIONAL SEWER DISTRICT

MICHAEL A. FROMMER, P.E., EXECUTIVE DIRECTOR  
TIFFANY M. MAAG, P.E., DEPUTY DIRECTOR

January 24, 2018

John C. Wicks  
Real Property Design & Development LLC  
267 N Liberty Street  
Powell, OH 43065

Re: **Request for Sewer Capacity**  
Home Road North  
Parcel: 31923001015000

Dear Mr. Wicks:

The Delaware County Regional Sewer District (the "County") has considered your request for approval to discharge sanitary sewage into the Delaware County Sanitary Sewer System from the above referenced location, representing 20 Equivalent Residential Unit(s) (ERU).

Capacity is available to serve the proposed project. An existing 8" sanitary sewer is located on the west side of Scioto Chase Boulevard. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed lots.

The current assessment of capacity availability is subject to periodic reevaluation by the County and shall not be valid after 18 months from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,

Kelly Thiel, P.E.  
Delaware County Regional Sewer District

cc: Correspondence File



January 31, 2018

Attention: John C. Wicks, President  
Real Property Design & Development LLC  
267 N. Liberty St  
Powell, OH 43065

Re: Gas Availability for Subdivision property located at 4586 Home Rd. between Scioto Parkway and Scioto Chase Blvd. in Powell, Ohio

Thank you for wanting to choose Columbia Gas of Ohio, Inc. (COH), a NiSource Company, to serve your natural gas needs to the proposed project. This letter is to confirm COH has gas main facilities along Home Road near the proposed project. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once complete project information and 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,



Donna Young  
New Business Development Manager | Columbia Gas of Ohio, Inc.  
290 W. Nationwide Blvd. | Columbus, Ohio 43215

*Officers*

TIMOTHY D. McNAMARA  
*President*  
DAVID A. BENDER  
*Vice President*  
ROBERT W. JENKINS  
*Secretary*  
G. MICHAEL DICKEY  
*Treasurer*  
GLENN MARZLUF  
*General Manager/CEO*  
SHANE CLARK  
*Chief Operating Officer*



6658 OLENTANGY RIVER ROAD

DELAWARE, OHIO 43015

[www.delcowater.org](http://www.delcowater.org)

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

*Directors*

BRUCE A. BLACKSTON  
BRIAN P. COGHLAN  
WILLIAM E. COLE  
DOUGLAS D. DAWSON  
J. MICHAEL SHEETS  
PERRY K. TUDOR

January 19, 2018

John Wicks  
Real Properties Design & Development LLC  
267 N. Liberty St.  
Powell, Ohio 43065

RE: Water Availability – Home Road North

Dear Mr. Wicks:

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:

Development: Home Road North  
Proposed Land Use:  $\pm$ 20 Single-Family Units  
Location: North side of Home Road,  $\pm$ 400 feet east of Scioto Chase Blvd.  
Acreage:  $\pm$ 7.52 acres

This site can be served from an existing 10 -inch water line located on Home 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.  
Engineering Manager

AEP ELECTRICAL SERVICE LETTER FORTHCOMING

## FRONTIER TELECOMMUNICATIONS SERVICES LETTER FORTHCOMING



# Market Residence



Front Elevation A

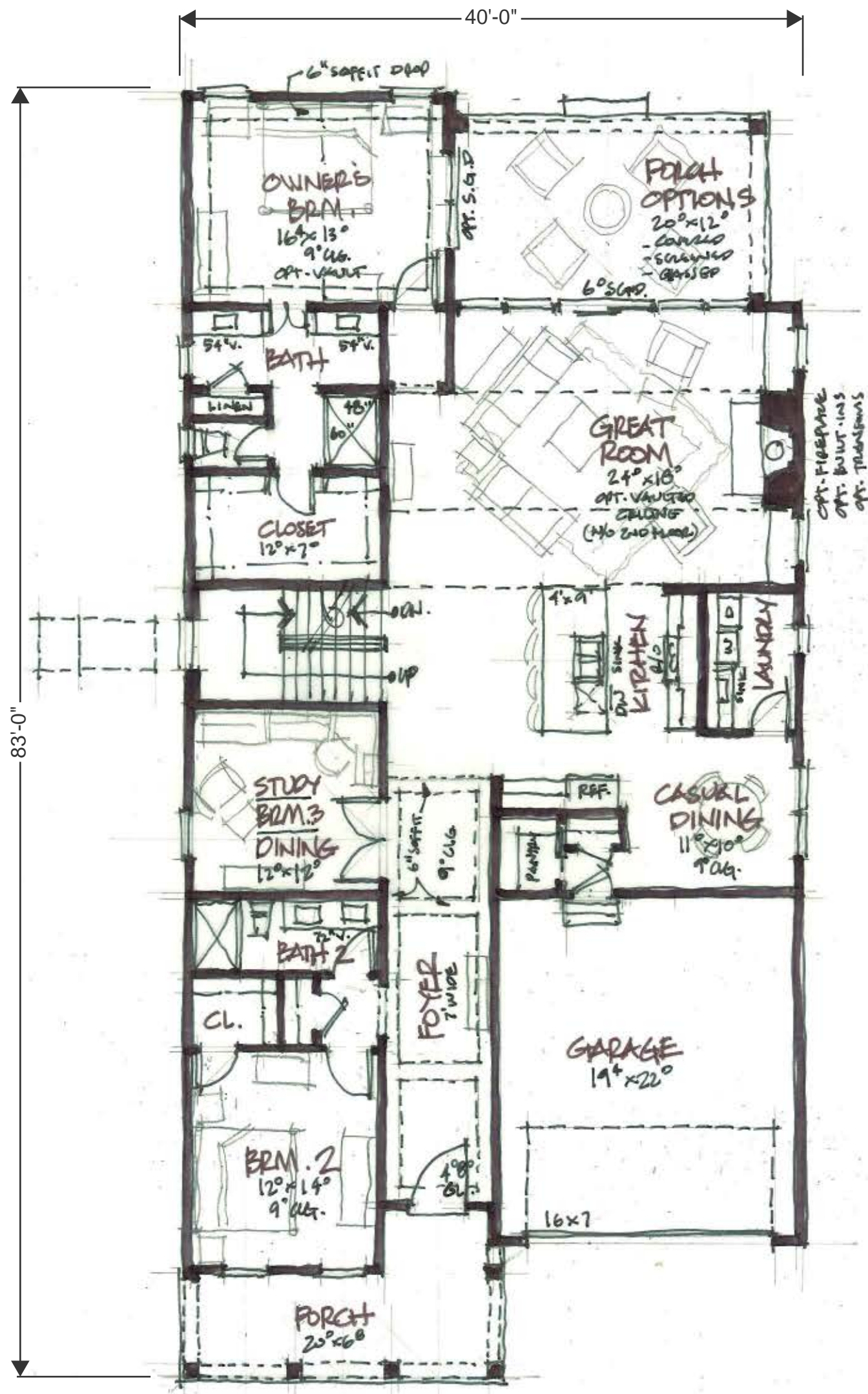


Front Elevation B

1/8" Scale at 11"x17" Size

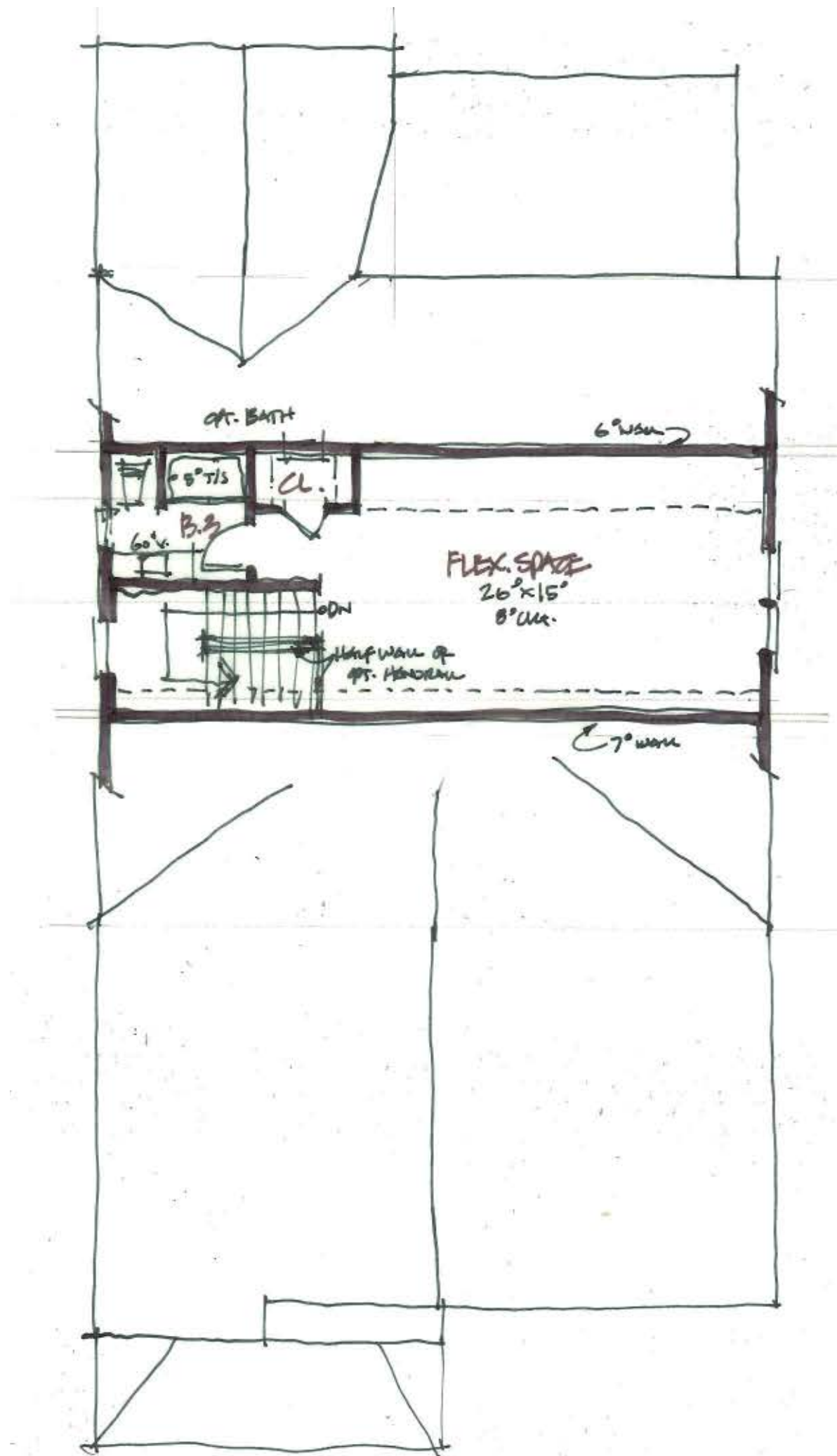


## Powell, OH



2,216.00 Square Feet

## Powell, OH



## Optional Second Floor Plan

640.00 Square Feet



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

THE MEADOWS AT SCIOTO RESERVE CONDOMINIUM

OR 786 Pg 1013-1020

CERTIFICATE OF AUDITOR

May 24, 2007

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

Todd A. Danks  
Delaware County Auditor RW

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable

200700016631  
Filed for Record in  
DELANARE COUNTY, OHIO  
ANDREW O BRENNER  
05-24-2007 At 01:15 pm.  
DECLAR AMEN 432.00  
OR Book 786 Page 961 - 1012  
200700016631  
LOVELAND & BROSIUS

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**DECLARATION**

22 This is the Declaration of The Meadows at Scioto Reserve Condominium made on or as of the day of May 2007, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

**Recitals**

A. The Meadows at Scioto Reserve, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

**Definitions**

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

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.
2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The Meadows at Scioto Reserve Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
3. "Assessments" mean all charges, of whatever nature, levied by the Condominium Association against a Unit and its Owners, and includes:
  - (a) "Operating Assessments;"
  - (b) "Special Assessments for Capital Improvements;" and
  - (c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.
4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Condominium Association.
5. "Bylaws" mean the bylaws of the Condominium 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 Condominium Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units.
7. "Condominium" and "The Meadows at Scioto Reserve Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.
8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.
9. "Condominium Association" and "The Meadows at Scioto Reserve Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the Condominium Association created for the Condominium under the Condominium Act.
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 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 The Meadows at Scioto Reserve, 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 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 Condominium 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 and will be filed separately herefrom by the appropriate public authorities.

17. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Condominium 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" or "Owner" and "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Condominium Association, as defined in Chapter 1702 of the Revised Code of Ohio.

### The Plan

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

### ARTICLE I

#### THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the Township of Concord, Delaware County, Ohio, and consisting of 6.601 acres, more or less, is attached hereto and marked "Exhibit A".

### ARTICLE II

#### NAME

The name by which the Condominium shall be known is "The Meadows at Scioto Reserve Condominium."

### ARTICLE III

#### PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants, and easements providing for, promoting, and preserving the values of Units and the Common

Elements and the well being of Unit Owners and Occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through Assessments to accomplish these purposes.

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

(a) **Animals.** Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) **Architectural Control.** Except for improvements constructed by Declarant or its designee during the initial construction, no building, fence, wall, sign, or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by an 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 Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

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

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



(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Condominium 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 Condominium 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 Master Declaration of Covenants, Easements, Conditions and Restrictions for Scioto Reserve Subdivision (the "Master Covenants") of record in Deed Record Volume 672, Page 235, et seq., as supplemented in Official Record Volume 11, Page 168, et seq., Official Record Volume 119, Page 30, et seq., Official Record Volume 624, Page 1, et seq., Official Record Volume 629, Page 1658, et seq., and Official Record Volume 708, Page 1419, et seq. all of the records of the Delaware County Recorder, as it may be further amended and supplemented. The Declaration of Covenants provides, among other things, that (i) each Unit Owner shall be a member of the Scioto Reserve Master Association, Inc. (the "Master Association") (ii) each Unit Owner shall pay an annual assessment to the Master Association, and (iii) each Unit Owner, and the Association, are and shall be subject to the restrictions as contained in, or provided pursuant to the provisions of, the Declaration of Covenants. To the extent that any provision contained herein is in conflict with the provisions of the Declaration of Covenants, the most restrictive provision shall apply. Each purchaser by acceptance of a deed to a Unit, whether added hereby or added hereafter, agrees to be and shall be bound by the provisions of the Declaration of Covenants.

In addition, each Unit and its Owner is also subject the Declaration of Covenants, Conditions, Restrictions for Liberty Community Infrastructure Financing Authority Delaware County, Ohio (the "Community Authority Covenants"), of record in Official Record Volume 82, Page 171, et seq., as amended in Official Record Volume 667, Page 10, et seq., as further supplemented or amended, and to a community development charge levied by the Liberty Community Authority pursuant to the provisions of the Community Authority Covenants.

In addition, each Unit and each Unit Owner is also subject to the provisions of a Ditch Maintenance Petition (the "Ditch Maintenance Petition"), approved by the Delaware County Commissioners, in Resolution 06-874.

(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 this Declaration.

(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 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 Condominium Association or its managing agent, or their licensees or invitees.

(j) Reallocations. Boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited Common Elements reallocated, without the 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 and no lease shall have an initial term of less than thirty (30) days. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. 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.

(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 Condominium Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

(n) Sex Offenders

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

- a. adjudicated, classified, labeled, or otherwise designated under any applicable section of the Revised Code of Ohio, as amended from time to time, as a "sexual predator", "habitual sex offender", "child-victim offender", and/or "child-victim predator", (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the Revised Code of Ohio);
- b. required to be registered under the State of Ohio's Sex Offender Registration and Notification Laws; and/or
- c. required by applicable laws to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offender Registration and Notification law or similar law from another jurisdiction;

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

(ii) The violation of the foregoing restriction shall entitle the Declarant or Declarant's successor (who owns any Unit or has the right to expand the Condominium), the Association, and each Unit Owner, the right to enjoin such sex offender from occupying, or continuing to occupy, or residing in or continuing to reside in, a Unit or in or on the Common Elements.

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

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

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

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

(vii) The foregoing restriction is not intended to create nor shall it be interpreted to create a duty by the Declarant, any Unit Owner, the Association, or its Board, to inquire about, to take any affirmative action to determine the status

of, or to disclose the occupancy or residency or prospective occupancy or residency, of a sex offender in the Condominium.

(o) 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.

(p) 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.

(q) 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; (iii) one or more of such Units or a portion thereof may be maintained for the use of the Condominium Association in fulfilling its responsibilities.

(r) Vehicles. 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.

(s) 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 six (6) buildings containing three dwelling Units each, a total of eighteen (18) dwelling Units, initially a part of the Condominium. Each Unit has a two-car attached garage and a partial basement. The buildings are one and one-half story, with poured concrete foundations, wood framing, stucco and cultured stone exteriors and asphalt single roofs. The principal materials of which the building is constructed are wood, glass, concrete, stucco, cultured stone, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. In addition, the Condominium also contains green and landscaped areas, and paved drive areas. There are no recreation facilities initially a part of the Condominium.

## ARTICLE V

### UNITS

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

### Section 2. Composition of Units.

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

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

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

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

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

(v) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, 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) space in the Unit's garage;

(x) space in any basement or lower level;

(xi) space in any screened porch or sunroom; and

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

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

- (i) any supporting element of the building contained in interior walls, floors and ceilings;
- (ii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and
- (iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each type of Unit that is or may be part of the Condominium are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead directly to South Section Line Road, 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 so described herein, are Limited Common Elements and consist of a driveway area in front of that Unit's garage, a rear patio/yard area (and the improvements with those areas except for utility lines that serve another Unit or components of the Unit), and a front porch or stoop. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated herein, or on Exhibits hereto, or on the Drawings to serve.

Section 3. Par Values; Undivided Interests. 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, resulting 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 Condominium Association has been formed to be and to serve as the Unit Owners' association of the Condominium. Declarant is presently the sole member of the Condominium Association.

Section 2. Membership. Membership in the Condominium 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 Condominium 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 Condominium Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Condominium 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 Condominium Association and the Unit Owners are subject to the Master Covenants. The Master Covenants provide, among other things that each Unit Owner will be responsible for paying an annual assessment to 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 Condominium Association, the Condominium Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

Charles Vince  
110 Polaris Parkway, Suite 302  
Westerville, OH 43082

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

## **ARTICLE IX**

### **MAINTENANCE AND REPAIR**

**Section 1. Association Responsibility.** The Condominium 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, private roadways, driveway areas, exterior 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 Condominium 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 Condominium Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Condominium Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or repair, maintenance or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter.

**Section 2. Individual Responsibility.** Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and improvements made by that Unit Owner, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit Owner shall fail 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 Condominium 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 shall be made by the Condominium Association's Board of Directors, 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, including but not limited to electricity,, and to reimburse the Condominium Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Condominium Association.

## ARTICLE XI

INSURANCE; LOSSES

**Section 1. Special Broad Form Casualty Insurance.** The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Condominium 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 Condominium Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Condominium 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 Condominium 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 Condominium Association, as a common expense;
- (i) contain a waiver of the transfer of recovery rights by the carrier against the Condominium 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 Condominium Association; and
- (k) be primary, even if a Unit Owner has other insurance that covers the same loss.

**Section 2. Liability Insurance.** The Condominium Association shall obtain and maintain, at the Condominium 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 Condominium Association's supervision, and Units, if any, owned by the Condominium Association, even if leased to others, insuring the Condominium 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 Condominium 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 Condominium 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 Condominium Association and to each holder of a first mortgage on a Unit.

**Section 3. Fidelity Coverage.** The Board shall obtain, or cause to be obtained, and maintain, a fidelity bond or policy providing coverage for the Condominium 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 Condominium Association. The fidelity bond or policy shall name the Condominium 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 Condominium Association's reserve funds plus three months' Assessments on all Units, and (b) the maximum amount that will be in the custody of the Condominium Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Condominium 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 Condominium Association shall maintain a fidelity bond or policy providing coverage of no less than that required of the Condominium Association, which bond or policy names the Condominium 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 Condominium Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) 100% of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) \$5,000 or (b) one percent (1%) of the policy's face amount.

**Section 6. Other Association Insurance.** In addition, the Board may purchase and maintain, at the Condominium 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 Condominium Association, as an insured on behalf of the Condominium Association, its authorized representative, including any trustee with whom the Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

## ARTICLE XIII

### CONDEMNATION

**Section 1. Standing.** Except as hereinafter provided, the Condominium 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 Condominium 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 Condominium Association and, to the extent funds of the Condominium 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 then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Condominium Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Condominium 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 Condominium 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 Condominium 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 Condominium 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, an unrestricted right of access to and from that Unit Owner's Unit, and an easement for utilities serving that Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or

prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

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

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

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

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

(c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

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

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

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

**Section 4. Easements for Proper Operations.** Easements to the Condominium 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 Condominium 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 Condominium Association, the Condominium Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

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



**Section 6. Easement for Services.** Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Condominium 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 Condominium 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 Condominium 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 Condominium Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Condominium Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

**Section 8. Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium Association, the Board shall establish for the remainder of the Condominium Association's fiscal year, and prior to the beginning of each fiscal year of the Condominium 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 Condominium Association, consisting of the following:

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Condominium Association, including but not limited to estimated costs for maintaining and repairing the Common Elements;
- b. that period's estimated costs for insurance premiums to be provided and paid for by the Condominium Association;
- c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;



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

e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

f. that period's estimated costs for the operation, management and administration of the Condominium 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 Condominium 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 Condominium Association prior to the time the Condominium 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 Condominium 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 Condominium Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

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

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

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, to reimburse the Condominium 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 that are the responsibility of a Unit Owner, the cost to reimburse the Condominium Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Condominium Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

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

Section 5. Effect of Nonpayment of Assessment; Remedies of the Condominium 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 Condominium Association upon the Unit against which each such Assessment is made.

(d) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the 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 Owner or Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Condominium Association.

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

(f) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Condominium 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 Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such Assessment together with collection costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the Assessment fell due. The obligation for delinquent Assessments, interest, late charges and costs shall not be the personal obligation of that or those Unit Owner or Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Condominium Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

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

(i) No claim of the Condominium 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 Condominium Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

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

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and 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 Condominium Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its Owners during the foreclosure action.

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

## ARTICLE XVI

### EXPANSIONS

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

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

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of Unit Owners exercising not less than a majority of the voting power of Unit Owners other than the Declarant, may extend Declarant's option to expand the Condominium Property for an additional seven years, if

Declarant exercises the right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive Declarant's option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

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

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

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

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

**Section 8. Maximum Number of Units.** The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is thirty (30), permitting the Condominium to be expanded to a maximum total of forty-eight (48) Units, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

**Section 10. Compatibility of Structures.** All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, changes in number and location of garage parking spaces, the construction of Units without basements, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, or size, or changes or modifications in exterior elevations.

**Section 11. Improvements Other than Structures.** If all or a portion of the Additional Property is added to the Condominium Property, private drives, sidewalks, yard areas, portions of an irrigation system, three ponds, an outdoor swimming pool, a pool house consisting of restrooms and a mechanical room and containing approximately 436 square feet of space, 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. We reserve the right to add a community garden on the Common Elements.

**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 exterior elevations, changes in size, , or the construction of Units without basements.

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



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

**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 Condominium Association or any Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any portion of the Additional Property pursuant to the provisions of this Article and the Condominium Act pursuant to the provisions of this Article and the Condominium Act.

**Section 16. Effects of Expansion.** Except as hereinafter specifically provided otherwise, upon the recording with the 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 Owner or Owners of a Unit or Units in the added portion shall thereupon become members, 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, and the Owner or Owners of a Units or Units in the added portion shall in the added portion shall thereupon become mandatory members of the Master Association and subject to the Master Covenants, as well as the Community Authority Covenants and the Ditch Maintenance Petition;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of each Unit, including those added, having an equal par value of one (1.00) and, thus, resulting in each Unit, including those added, 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 Condominium Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

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

## ARTICLE XVII

### **NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS**

**Section 1. Notices.** Any Eligible Mortgagee, upon written request to the Condominium 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 Condominium Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or



amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Condominium 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 Condominium 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 Condominium Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

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

## ARTICLE XVIII

### AMENDMENTS

**Section 1. Power to Amend.** Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising not less than fifty-one percent (51%) 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. Notwithstanding the foregoing:

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

(i) the boundaries of any Unit;

(ii) except with respect to expansions of the Condominium and the effects thereof as provided in this Declaration,

- (a) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
  - (b) the number of votes in the Condominium Association appertaining to any Unit;
  - (iii) the fundamental purposes to which any Unit or the Common Elements are restricted; or
  - (iv) the amendment of the provisions of this Article XIII;
- or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;
- (b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners and the consent of Eligible Mortgagees whose mortgages represent seventy-five percent (75%) or more of the 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 Condominium 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 Condominium 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 Condominium Association, and their respective heirs, executors, administrators, successors and assigns.

**Section 2. Actions.**

(a) In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Condominium 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 Condominium Association's rules and regulations. Failure by Declarant, the Condominium 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.

(b) the Condominium 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 Condominium 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 Condominium 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 Condominium Association or such Director, officer or other representative. In addition to all other remedies available by law, the Condominium 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. Notwithstanding the foregoing, the Condominium 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 Condominium Association, or in the name of the Unit Owner.

(c) The foregoing notwithstanding, the Condominium Association may not commence a legal proceeding or action without the affirmative vote of Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. This limitation shall not apply, however, to (i) actions brought by the Condominium Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the Bylaws, and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims or cross-claims brought by the Condominium Association in proceedings instituted against it.

**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,



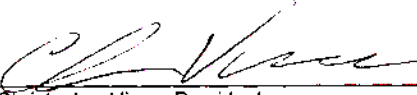
breach of contract and/or the failure to construct improvements in a workmanlike manner shall be two years in the case of Common Elements commencing on the date the first deed of record is recorded for a Unit in the phase in which the Common Element was made part of the Condominium and, in the case of a Unit, shall be one year commencing on the date the deed for the Unit from the Declarant was recorded. The Declarant hereby assigns to the Condominium 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 Condominium 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 22<sup>nd</sup> day of May 2007.

THE MEADOWS AT SCIOTO RESERVE, LLC  
an Ohio Limited Liability Company

By   
Christopher Vince, President

STATE OF OHIO  
COUNTY OF Delaware, ss:

This instrument was executed and acknowledged before me by Christopher Vince, President of The Meadows at Scioto Reserve, LLC, and as the act and deed of The Meadows at Scioto Reserve, LLC, this 22<sup>nd</sup> day of May 2007.

  
Notary Public



AMY L. FINN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 06-02-07

**EXHIBIT D****DECLARATION OF CONDOMINIUM  
THE MEADOWS AT SCIOTO RESERVE CONDOMINIUM****Unit Types**

<b><u>Unit Type</u></b>	<b><u>Description</u></b>
A (Avalon)	One and one-half story Unit containing a great room, foyer, kitchen, casual dining area, dining room, laundry room, one and one-half bathrooms, one bedroom, a walk-in closet, a sunroom, and a two car garage at street level, one bedroom, one bathroom, an office, an attic storage area, and either a large loft area or a loft area and a third bedroom on the partial second floor, and a partial basement, and containing approximately 4,862 gross interior square feet. <sup>(2)</sup>
B (Oxford)	One and one-half story Unit containing a great room, kitchen, casual dining area, dining room, laundry room, one and one-half bathrooms, one bedroom, a walk-in closet, either a screened porch or sunroom, and a two car garage at street level, one bedroom, one bathroom, a walk-in closet, an office, an attic storage area, and either a large loft area or a loft area and a third bedroom on the partial second floor, and a partial basement, and containing approximately 4,943 gross interior square feet. <sup>(2)</sup>
C (Nottingham)	One and one-half story Unit containing a foyer, great room, kitchen, casual dining area, den, laundry room, one and one-half bathrooms, one bedroom, a walk-in closet, either a screened porch or sunroom, and a two car garage at street level, one bedroom, one bathroom, a walk-in closet, an office, an attic storage area, and either a large loft area or a loft area and a third bedroom on the partial second floor, and a partial basement, and containing approximately 4,854 gross interior square feet. <sup>(2)</sup>

**NOTES:**

<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 basement, garage, and screened porch/sunroom. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes.

**BYLAWS**  
**(Code of Regulations)**  
**OF**  
**THE MEADOWS AT SCIOTO RESERVE CONDOMINIUM ASSOCIATION**



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**BYLAWS****(Code of Regulations)****OF****THE MEADOWS AT SCIOTO RESERVE CONDOMINIUM ASSOCIATION****ARTICLE I****NAME AND LOCATION**

The name of the Condominium Association is The Meadows at Scioto Reserve Condominium Association, (the "Association"), which corporation, not-for-profit, 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 Meadows at Scioto Reserve Condominium. The principal office of the Condominium Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Condominium Association shall be at such place in Delaware County as the Board may from time to time designate.

**ARTICLE II****DEFINITIONS**

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

**ARTICLE III****UNIT OWNERS (MEMBERS)**

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Condominium 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 Condominium Association, or supplied by such Unit Owner to the Condominium 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 Condominium 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 Condominium Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Condominium 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 Condominium 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 Condominium Association's best interests;

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

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

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

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

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

Section 11. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

#### ARTICLE IV

##### BOARD OF DIRECTORS

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

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Condominium 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 Condominium 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 terms of one-third of the Directors will expire and a successor will be elected at each annual meeting of the Condominium 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, 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 (forty-eight (48)) 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 Condominium Association to those elected Directors.

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

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

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

**Section 6. Election.** Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not 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 Condominium Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

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

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

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

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

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

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

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;

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

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

(d) repair, maintain and improve the Common Elements;

(e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Condominium 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 Condominium 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 Condominium Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

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

(l) purchase, cause the Condominium 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 Condominium 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 Condominium Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Condominium Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Condominium Association, as well as the Board; and

(m) do all things and take all actions permitted to be taken by the Condominium Association by law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or 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 Condominium Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;

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

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

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

and the requirement that each Unit Owner notify the Condominium 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 Condominium 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 Condominium Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

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

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

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

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

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

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

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

**Section 15. Delegation of Authority; Management; Contracts.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Condominium 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 Condominium Association is vested in Unit Owners other than Declarant, the contract must give the Condominium Association the right to terminate it without cause and without penalty at any time after control of the Condominium 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 Condominium Association executed prior to the assumption of control of the Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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/or 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 Condominium Association, including current copies of the Declaration, Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Condominium 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 Condominium 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 Condominium 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 Condominium Association, upon the affirmative vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners;
- (b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and
- (c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, within one hundred twenty (120) days of the Condominium Association's fiscal year end, at the expense of the Condominium Association.

#### ARTICLE IX

##### FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Condominium Association shall begin on the first day of May 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 Condominium 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 Condominium Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium Association, or is or was serving at the request of the Condominium 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 Condominium 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.

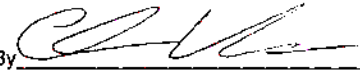
## ARTICLE XI

### 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 Condominium Association, has caused these Bylaws to be duly adopted on or as of the 22 day of May 2007.

**THE MEADOWS AT SCIOTO RESERVE, LLC**  
an Ohio Limited Liability Company

By   
Christopher Vince, President

Sole Member