

SCIOTO RESERVE EXPANSION

Plan Amendment
Hyatts Road
Concord Township, Ohio
November 20, 2017



TABLE OF CONTENTS

ADMINISTRATIVE REVIEW

- Plan Amendment Review Summary

DEVELOPMENT PLAN TEXT

- PRD-Planned Residential District Revised Standards- Scioto Reserve Expansion
- Hyatts Owner Authorization Letter

EXHIBITS

- EX. A-1 : Condominium Area 'C' Surrounding Property Owners
- EX. B-1 : Legal Description
- EX. B-2 : Boundary Survey
- EX. Illustrative Plan
- EX. C-1 : Scioto Reserve Addition Development Plan
- EX. C-2 : Condominium Area 'C' Development Plan
- EX. D-1 : East Landscape Plan
- EX. D-2 : West Landscape Plan
- EX. D-3 : Landscape Enlargements
- EX. D-4 : Landscape Details
- EX. E-1 : Utility Plan
- EX. E-2 : Delaware County Sewer Letter
- EX. E-3 : Delco Water Letter
- EX. E-4 : AEP Letter
- EX. E-5 : Columbia Gas Letter
- EX. E-6 : Frontier Cable Letter
- EX. E-7 : Charter Communications Letter
- EX. E-8 : Traffic Analysis
- EX. F-1 : Fire Access Plan
- EX. F-2 : Fire Access Section
- EX. F-3 : Typical Pavement Section
- EX. G-1 : Structure Separation
- EX. G-2 : Cottage Spec Book
- EX. G-3 : Pavilion Plans
- EX. H-1 : Sample Condo Declaration and Bylaws

SCIOTO RESERVE EXPANSION MASTER DEVELOPMENT SUMMARY

ZONING CLASSIFICATION	Proposed Acreage for Development	Additional Comments
Planned Residential	±238.7 Acres	Includes single family, condominium, school site, and open space
Total Acres	±238.7 Acres	

PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

Planned Residential Development Data for Golf Village	Proposed for Development	Required by Zoning Code
Development Summary		
Condominiums A and B	±41.848 Acres	
Condominium C	+/- 24.4 Acres Gross (23.18 acres net Hyatts ROW)	
Condominium C Open Space	+/- 13.45 Acres	
Condominium C	+/- 9.73 acres net Hyatts ROW (1.22 acres) and Open Space	
Single Family	±61.148 Acres	
Open Space/ School Site	±125.974 Acres	
Total Acres	±238.7 Acres	
Number of Units	357	
Density	±1.495 du/ac	1.5 du/ac plus incentive units
Max. Building Height-All PRD Areas	35'	
Min. Front Yard Setback-SF	25' from R.O.W.	As approved in development plan
Min. Side Yard Setback-SF	10 feet total	As approved in development plan
Min. Rear Yard Setback-SF	20'	As approved in development plan
Min. Lot Frontage at Setback-SF	70'	As approved in development plan
Min. Lot Size-SF	9,100 S.F. (.209 ac)	As approved in development plan
Min. Parking-SF	3	3
Min. Building Separation-Condo A and B	20'	As approved in development plan
Min. Building Separation- Condo C	12'	As approved in development plan
Min. Rear Yard-Condo	20'	As approved in development plan
Min. Parking-Condo	3	3

SECTION 11.06: Planned Residential District Procedures

A.) Application

B.) Development Plan

See Exhibit 'A' for Concept Plan

1.) The proposed size and location of the Planned Residential District

The total Scioto Reserve Expansion site is approximately 238.7 acres. The site is located in Concord Township, Delaware County, Ohio. It is generally bounded by the existing Scioto Reserve Subdivision to the south, Hyatts Road to the North (± 24.4 acres are north of Hyatts), and the Concord Township/Liberty Township boundary to the East, and South Section Line Road to the west.

2.) The general development character of the tract, including the specific 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 landscaping.

The general development character of the Scioto Reserve Expansion shall be a natural extension of the existing Scioto Reserve Subdivision. A 25.33 acre park is planned along the southern boundary of the project, to be centrally located for use by residents of the existing and new expansion of the Scioto Reserve subdivision. ~~A 24.4 acre school site will be located north of Hyatts Road.~~

Dedicated open space, or permanent green space shall be provided in accordance with the concept plan. These spaces are intended for passive use by the residents of Scioto Reserve and Concord Township. The specific open spaces will be provided/developed concurrently with the development phase in which they are located. The open spaces shall be maintained by the Homeowners Association or Associations.

Specific limitations or controls to be placed on uses in all areas of this district may be found in the Development Standards portion of this text, as well as the included model deed restrictions. Specific issues to be addressed include: intensity of use, density, lot sizes, setbacks, landscaping, parking and signage.

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

All residential structures, condominium clubhouses, golf course halfway house, and golf course restrooms within the PR district will be built on site. Siding materials facing a public street shall be masonry (stone, brick, stucco, or fiber cement exterior siding) and/or wood. Side and rear elevations may utilize vinyl siding. All sides of structures shall be articulated in a manner as to represent a

similar character on all facades. Facade colors shall not be of excessively high chroma or intensity.

Major roof elements shall have a minimum 6:12 pitch. Roof materials shall be of a medium or dark color.

Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme).

Signage for this sub area will comply with XXII of the Concord Township Zoning Resolution, unless addressed in this application.

Architecture and signage will be reviewed and approved by the developer or his designated representative for conformance to these standards.

Condominium C Architectural Character is attached to this document and complies with these standards. Several options are available to buyers which may alter elevations from the base models shown, but the character of Subarea C architecture will be consistent with the standards.

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

Water service for this development will be provided by Delco water.

Developer will provide sanitary sewer from the existing Scioto Reserve Sanitary Sewer Treatment plant as well as Lower Scioto Water Reclamation Facility.

~~There are 300 taps available to service this area from the existing treatment plant.~~

Surface drainage, storm sewer, and detention will be handled on-site as determined during final engineering.

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

Refer to Exhibit 'A' for proposed traffic patterns.

The proposed roadway plan reflects the extension of existing roadways of Scioto Reserve. A traffic study indicating proposed improvements is included.

All consideration has been given to accommodating the traffic needs for this region.

Proposed R.O.W.'s are as follows:

South Section Line Road	80' R.O.W.
Hyatts Road	80' R.O.W.
Interior Public Streets	60' R.O.W.

6.) The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable. Include a list of Owner's 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.

This proposed development is generally in compliance with the newly adopted Comprehensive Plan of Concord Township, which recommends 1.5 du/ac (358 units total), **with bonus units with quality items.** The proposed plan requests the approval of 357 units, for a total of 1.495 du/ac.

Single family, condominiums, permanent green space, park, ~~and school site~~ are all allowed uses in a Planned Residential district.

Open spaces and parks have been provided along the project boundaries abutting existing residential uses to provide a transition from this development to the existing uses.

A list of surrounding property Owners is contained in the exhibits section of this application.

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

See exhibit A for the locations and sizes of open areas **and** parks. ~~and school sites.~~

The park contains 28.5 acres, and will be deeded to the Home Owners Association

~~The school site contains 24.4 acres, and will be deeded to the Buckeye Valley School System.~~

The areas designated as permanent green space, totaling +/-125.974 acres shall be owned and maintained by the Scioto Reserve Home Owners Association, **and individual condominium associations.**

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

Engineering for the first phase will commence immediately upon zoning approval. Construction will begin immediately upon final engineering approval. The first phase is expected to take 12 to 18 months to complete. Future phases will follow over a 5-10 year period.

Future phases are intended to follow sequentially according to the phasing plan, but market conditions may require some phases to happen out of sequence as delineated.

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), be fully

described in textual form in a manner calculated to give township officials definitive guidelines of approval of future phases.

Scioto Chase Blvd, Scioto Chase Loop, Park View Drive, and Park View Loop and all associated utilities will be installed in phase 1. The proposed park and school site will be dedicated with phase 1. Market and economic conditions will determine the phasing of the remaining condominium developments of Scioto Reserve Expansion. **As the school site was not wanted by Buckeye Valley Schools, it will be purchased and developed with 57 single family condominiums, referred to as Condominium Area C.**

- 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.**

Letters from the owners of the land indicating the developer's ability to carry forth his plan by control of the land will be provided to the Township.

- 11.) Specific statements of divergence from the development standards established in this article or in articles XXI or existing county regulations or standards and the justification therefore. Unless a variation from those development standards is specifically approved, the same shall be complied with.**

Section 21.09 a.12, Driveway Locations. Proposed driveways cannot be located closer than 30' from any public street intersection, as measured from the edge of the intersection to the center of the driveway. This allows corner lots to be accessed with a driveway without requiring a variance.

Section 21.08, Front yard setbacks, Interior Public roadways. Proposed setbacks shall be 25' from Interior Street R.O.W. This divergence will allow for greater flexibility in the creative arrangement of structures and open spaces, and allow the developer to create varied setbacks allowing for a more aesthetic streetscape.

Section 21.08, Front yard setbacks, Private roadways. Proposed setbacks shall be 25' from Interior Street pavement edge **for Condo Area A and B, 20' for Condo Area C.** This divergence will allow for greater flexibility in the creative arrangement of structures and open spaces, and allow the developer to create varied setbacks allowing for a more aesthetic streetscape.

Section 11.06, B.9. – Phasing of Planned Residential – Due to the complexity of the plan, the developer can only predict the first phase (stated in 11.06, B.7.) other specific phases cannot be determined at this time and would be purely speculative.

- 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**

The applicant will submit evidence of their ability to post a bond to the Township.

General Development Standards

Planned Residential District 11.07

These standards shall apply to all sub-areas within the Planned Residential District.

1.) Maintenance of Common Areas

One maintenance agreement for all common areas shall be prepared outlining maintenance procedures, standards, and responsibilities between all homeowner associations, developers, and owners. (See Deed Restrictions)

2.) Minimum Sizes for Landscaping

All street and shades trees shall have a minimum caliper of 2 ½”.

All evergreen trees shall have a minimum height between 5’ and 6’.

All ornamental trees shall have a minimum caliper of 1 ½” or 6’-8’ in height.

All street shall be in accordance with the Section 23.04-Street tree planting requirements. Additionally, if inside a county R.O.W., is also subject to approval by Delaware County Engineer.

See landscape plans, exhibit ‘C’ for street trees and entry feature plantings

3.) Lighting

All lighting shall conform to the regulations set forth in the Concord Township Zoning Resolution.

External light fixtures may be pole or wall mounted, and shall be dark in color and of similar type and style. See yard light exhibit for proposed yard light

All parking lot lighting shall be limited to 20 feet in height.

Lighting program shall be designed to minimize glare and light trespass onto adjacent properties.

4.) Mailboxes

All mailboxes shall be non-masonry and of uniform design and size. See mailbox exhibit for proposed mailbox.

DEVELOPMENT STANDARDS-Single Family and Condominiums
Planned Residential District 11.07

Scioto Reserve Expansion is intended for residential development, ~~school site~~, and open space, and shall consist of approximately 238.7 acres of development. Detached single family homes, attached **and detached** single family condominiums, condominium pool and clubhouse facilities may be constructed in this area.

A.) Intensity of Use

- 1.) The density of the PR district shall not exceed **1.5** dwelling units per gross acre or **357** units. Minimum lot width for single family homes at the building line shall be 70'. Minimum lot size for single family homes shall be 9,100 SF. The minimum single family house size shall be 1,800 square feet for ranch homes, and 2,000 square feet for 2 story homes. Minimum square footage for attached single family condominiums **(Condo Area A and B)** shall be 1,450 square feet with attached 2 car garage. **Minimum Square footage for detached single family condominiums (Condo Area C) shall be 1,700 sf with attached 2 car garage.**

B.) Setback Requirements

- 1.) Perimeter Setbacks (from roadway centerline or District perimeter)-**Single Family and Condominium**
 - a. Hyatts Road 90' buildings. 90' pavement.
 - b. South Section Line Road 90' buildings. 90' pavement.
 - c. All other perimeters 20' buildings. 20' pavement.
- 2.) Setbacks for individual lots-**Single Family**
 - a. Front Yards
Front yard setbacks for this shall be minimum 25' from the interior street R.O.W.
 - b. Side Yards
Minimum side yard setbacks shall be 5', for a total of 10' minimum.
 - c. Rear Yards
Rear yard setbacks for this sub area shall be 20' for principle structures.
Rear yard setbacks adjacent major thoroughfares shall conform to setbacks shown on Exhibit 'A', and perimeter setbacks. (B.1.)
- 3.) Accessory Use Setbacks. (Storage Buildings, swimming pools, decks, patios, Gazebos, trellises, etc.)-**Single Family**
 - a. Front Yards
No accessory use shall be located in a required front yard.

- b. Side Yard
No accessory use shall be located any closer than 10' from any side yard boundary.
 - c. Rear Yard
No accessory use shall be located any closer than 10' to any rear lot line, including perimeter setbacks.
- 4.) Setbacks for individual units-**Condominium A and B**
 - a. Front Yards
Front yard setbacks for condominiums shall be minimum 25' from the interior private streets.
 - b. Building Separation
Minimum building separation shall be 20'
 - c. Rear Yards
Rear yard setbacks for this sub area shall be 20' for principle structures.
Rear yard setbacks adjacent major thoroughfares shall conform to setbacks shown on Exhibit 'A', and perimeter setbacks. (B.1.)
- 5.) Setbacks for individual units-**Condominium C (refer to Exhibits C-2, D1- D4)**
 - a. Front Yards
Front yard setbacks for condominiums shall be minimum 20' from the interior private streets.
 - b. Building Separation
Minimum building separation shall be 12'
 - c. Rear Yards
Rear yard setbacks for this sub area shall be 20' for principle structures.
Rear yard setbacks adjacent major thoroughfares shall conform to setbacks shown on Exhibit 'A', and perimeter setbacks. (B.1.)
- 6.) Accessory Use Setbacks. (Storage Buildings, swimming pools, decks, patios, Gazebos, trellises, etc.)-**Condominium A, B and C**
 - d. Front Yards
No accessory use shall be located in a required front yard.
 - e. Side Yard
No accessory use shall be located any closer than 10' from any side yard boundary.
 - f. Rear Yard
No accessory use shall be located any closer than 10' to any rear lot line, including perimeter setbacks.
- 7.) Building Height Limits
No buildings shall exceed 35' in height measured from threshold of door.

C.) Landscaping

- 1.) All yards, front, side, and rear shall be landscaped, and conform to the Concord Township Zoning Resolution, Section XXIII. All organized open spaces or non-residential use areas shall be landscaped.
- 2.) Street trees shall be placed 40' o.c. along all interior streets within this sub area, or as approved by the Township if this is in conflict with the Street Tree requirements, section 23.04. See landscape exhibit 'C' for street tree plan.
- 3.) A landscaped entry feature for the development shall be provided at the entry to the Scioto Reserve Expansion off Hyatts Road. Individual entry features for the condominiums shall be provided at the entries to those developments. Entry features shall be installed within 1 year of commencement of construction within each particular phase, by the principal developer of such phase. All entry features may, but are not required to, include signs. Such signs shall conform to attached signage on exhibit 'C'. **Condo Area C shall conform to signage on Exhibit D-4**

D.) Site Development

To the maximum extent possible, all natural drainage courses, vegetation and contours in excess of 6% shall be maintained.

E.) 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 standards set forth in Article XXI of the Concord Township Zoning Resolution.

F.) Signs

Signage for this sub area, not addressed in the signage exhibits, will conform to Section XXII of the Concord Township Zoning Resolution.

G.) Construction and Maintenance of Improvements within Right of Way

The construction and maintenance of all improvements behind the curb line or the edge of pavement including, but not limited to, drainage improvements, landscaping improvements, sidewalks and/or driveway approaches shall be the responsibility of the abutting owner.

Owner Authorization

The undersigned, owner of the approximately 24.250 +/- acres located in Delaware County, Ohio and more commonly known as Parcel No. 41933002055000 (the "Property"), does hereby authorize Hyatt Holdings LLC to modify the zoning text and development plan approved by Concord Township for the Property. The undersigned hereby consents and agrees to be bound by the application, by any agreement made by Hyatt Holdings LLC in connection with the application, and by all decisions made by Concord Township.

**THE BOARD OF EDUCATION OF THE
BUCKEYE VALLEY LOCAL SCHOOL
DISTRICT**, a local school district and political
subdivision of the State of Ohio

11/17/17
Date

By: Andrew Miller
Andrew Miller, Superintendent of

PLAN AMENDMENT EXECUTIVE SUMMARY

Scioto Reserve Expansion

This serves to highlight documents added/changed to the originally approved Plan for Scioto Reserve Expansion. The developer is requesting that the previous school site donated to Buckeye Valley Schools be used as condominiums. Buckeye Valley Schools has no desire to develop a school on this site. With the addition of the Lower Scioto Water Treatment Facility, there is no longer a limit on the amount of available sewer taps to this site as was in the original rezoning. The addition of the 57 condominium units is still in compliance with the comprehensive plan and PRD regulations for Concord Township. The site by itself is under 2.5 du/ac which complies, and when in conjunction with the overall approved PRD, is under 1.5 du/acre.

ADMINISTRATIVE REVIEW

- Plan Amendment Review Summary-

DEVELOPMENT PLAN TEXT

- PRD-Planned Residential District Revised Standards- Scioto Reserve Expansion- updated Master Development Summary and Development Text to reflect omission of school site, actual acreages from final plats, and additions for Condominium Area C
- Hyatts Owner Authorization Letter

EXHIBITS

- EX. A-1 : Condominium Area 'C' Surrounding Property Owners
- EX. B-1 : Legal Description
- EX. B-2 : Boundary Survey
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- EX. G-3 : Pavilion Plans
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Exhibit "A-1"- Condominium Area 'C' Surrounding Property Owners

FAIR D L
4517 HYATTS RD
DELAWARE OH 43015

OMEARA MICHAEL &
REBECCA I
4563 HYATTS RD
DELAWARE OH 43015

MALONE W & JESSICA
4545 HYATTS RD
DELAWARE OH 43015

ILES L & DENISE E
4521 HYATTS RD
DELAWARE OH 43015

SCIOTO MASTER
ASSOCIATION INC
3755 ATTUCKS DR
POWELL OH 43065

MESSERLY D & CANDACE M
6291 SCIOTO CHASE BLVD
POWELL OH 43065

BOARD EDUCATION BUCKEYE
VALLEY LOCAL SCHOO
679 COOVER RD
DELAWARE OH 43015

KATANIK G & LAURA M
6292 SCIOTO CHASE BLVD
POWELL OH 43065

JACKSON MICHAEL &
MASSARO SUSAN
4240 HYATTS RD
DELAWARE OH 43015

VEACH A & CHRISTINA S CO
TRUSTEES
6119 CHANCEL GATE DR
DELAWARE OH 43015

VEACH A & CHRISTINA S
TRUSTEE
6099 CHANCEL GATE DR
DELAWARE OH 43015

VEACH A & CHRISTINA S CO
TRUSTEES
4578 HYATTS RD
DELAWARE OH 43015

HARNING J & DESIREE J
4574 HYATTS RD
DELAWARE OH 43015

JED ALEXANDER
4560 HYATTS RD
DELAWARE OH 43015

PAUL SPRING JUDITH
4320 HYATTS RD
DELAWARE OH 43015

Exhibit "B-1 and B-2"- Legal Description and Boundary Survey

November 16, 2017

**DESCRIPTION OF 23.180 ACRES
NORTH OF HYATTS ROAD (C.R. 123)
EAST OF SOUTH SECTION LINE ROAD (C.R. 5)
CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Concord Township, Farm Lot 40, Quarter Township 3, Township 4, Range 19, United States Military Lands, being part of that 24.201 acre tract of land as described in a deed to The Board of Education of the Buckeye Valley Local School District, of record in Official Record 626, Page 2311, also being all of that 23.180 acre tract known as Lot 6798 as shown and delineated on the plat entitled "Scioto Reserve Expansion, Section 1, Phase B", a subdivision of record in Official Record 721, Page 2679, all references herein being to the records located in the Recorder's Office, Delaware County, Ohio and being more particularly described as follows;

BEGINNING at the southwesterly corner of said Lot 6798, being a point in the northerly right-of-way of Hyatts Road (Total width varies ~ 40 feet north of centerline) and a point in the easterly line of a 2.00 acre tract of land as described in a deed to Jed A. Alexander, of record in Deed Book 439, Page 182;

Thence **North 3° 21' 57" East**, along the easterly line of said 2.00 acre tract, the easterly lines of Lots 6829 and 6828 as shown and delineated on the plat entitled "Alexander Way Subdivision", a subdivision of record in Plat Cabinet 4, Slot 5, a distance of **901.13 feet** to a point in the southerly line of Lot 5471 of the plat entitled "Resubdivision of Dakhteh Two Subdivision", a subdivision of record in Plat Cabinet 2, Slides 302-302A;

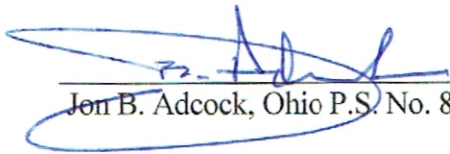
Thence **South 86° 37' 45" East**, along the southerly line of said Lot 5471 and the southerly line of Lot 5470 of said subdivision, a distance of **1124.35 feet** to a point in the westerly line of a 1.731 acre tract of land as described in a deed to Paul Janton and Judith Spring, of record in Deed Book 415, Page 639;

Thence **South 3° 45' 23" West**, along the westerly line of said 1.731 acre tract, the westerly line of a 2.00 acre tract of land as described in a deed to said Paul Janton and Judith Spring, of record in Deed Book 337, Page 271 and the easterly line of the previously mentioned 1.178 acre Spring tract, a distance of **899.91 feet** to the **PLACE OF BEGINNING** and containing **23.180 acres** of land.

Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio
Licensed Professional Surveyor No. 8461.

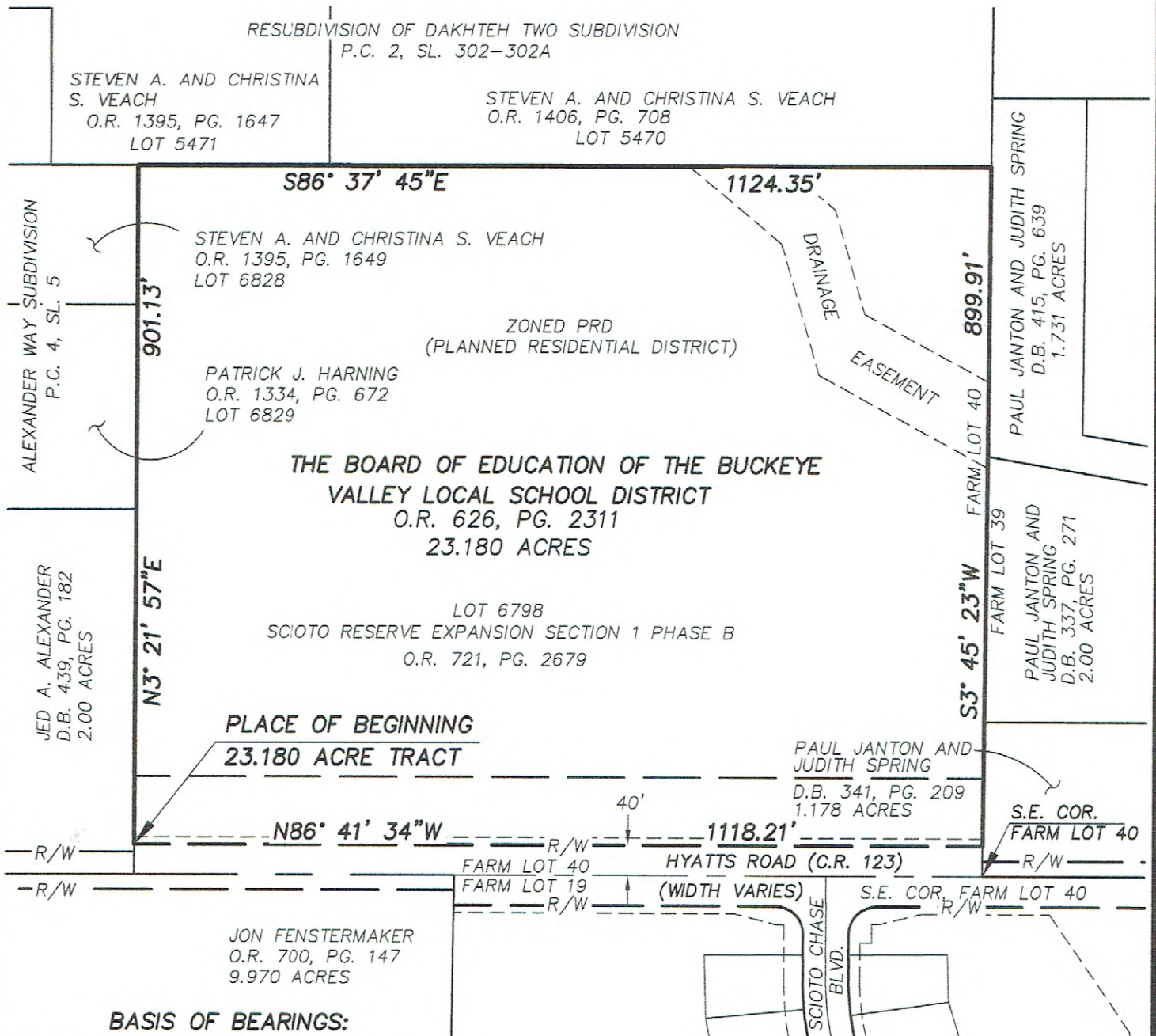
The above described 23.180 acres is all of Delaware County Auditor's Parcel No. 419-330-03-001-
000.

 11/16/17
Jon B. Adcock, Ohio P.S. No. 8461 Date



ZONING EXHIBIT

23.180 ACRE TRACT
SITUATED IN
FARM LOT 40, QUARTER TOWNSHIP 3
TOWNSHIP 4, RANGE 19
UNITED STATES MILITARY LANDS
CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO



BASIS OF BEARINGS:

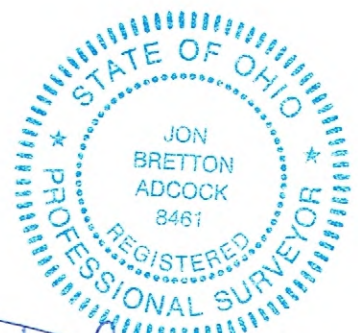
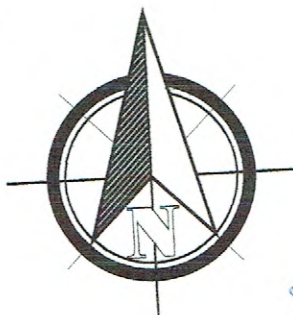
BEARINGS SHOWN HEREON ARE BASED ON
GPS OBSERVATIONS, BEING THE OHIO
PLANE COORDINATE SYSTEM, NORTH ZONE,
NAD 1983.

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



SURV'D	DRAW	CHECKED
BA	BA	BA

DATE 11/16/17 JOB# 17-096

BY Brett Adcock 8461
REGISTERED SURVEYOR No.

EXHIBIT B-2

Exhibit "C-1 and C-2"- Scioto Reserve Addition Development Plan and
Condominium Area 'C' Development Plan



SITE DATA

TOTAL ACRES	+/- 23.18 ACRES
TOTAL UNITS	57 UNITS
DENSITY	+/- 2.46 D.U./AC.
OPEN SPACE	+/- 13.45 AC (58.02%)

*MOUNDING CONCEPT MAY BE ADJUSTED TO ACCOMMODATE FINAL ENGINEERING

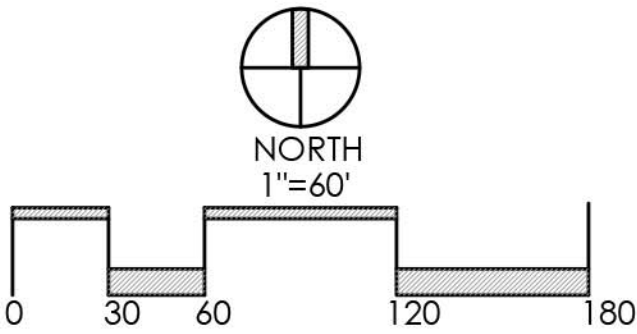


ILLUSTRATIVE PLAN

THE RESERVE

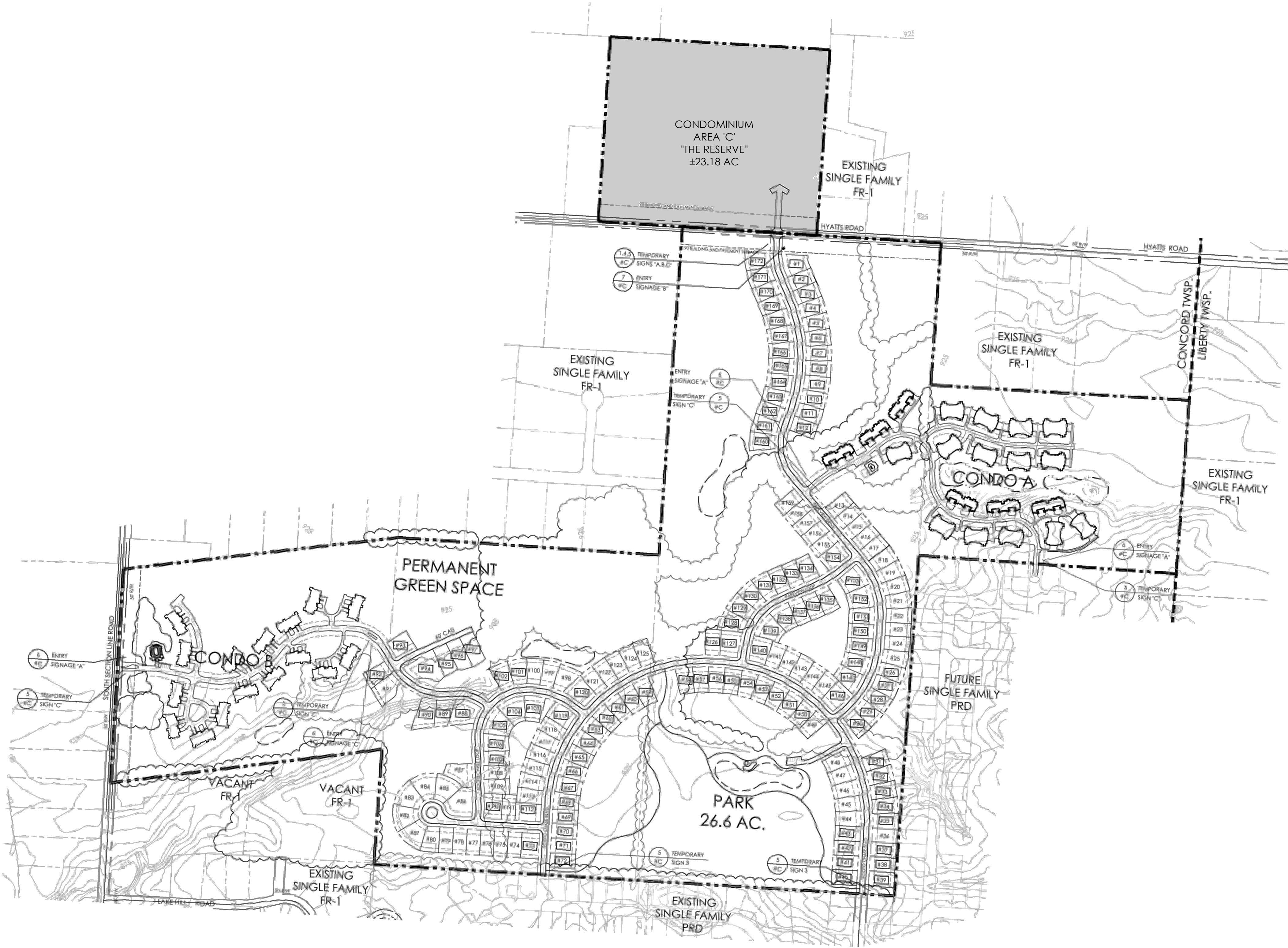
PREPARED FOR METRO DEVELOPMENT

DATE: 11/20/17



Faris Planning & Design

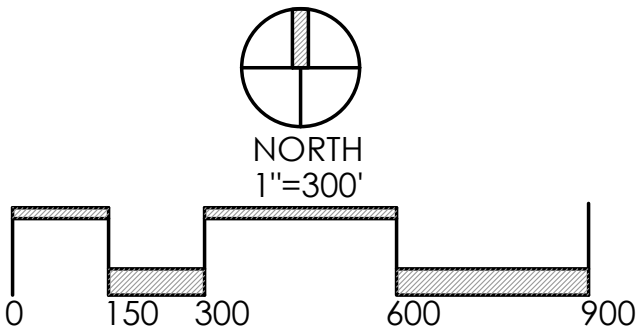
LAND PLANNING g LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



SCIOTO RESERVE ADDITION DEVELOPMENT PLAN

EXHIBIT C-1

THE RESERVE
PREPARED FOR METRO DEVELOPMENT
DATE: 11/20/17

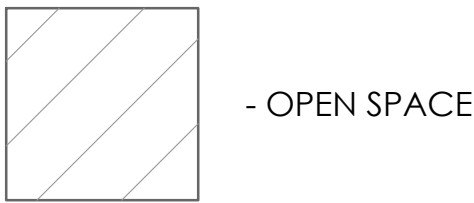




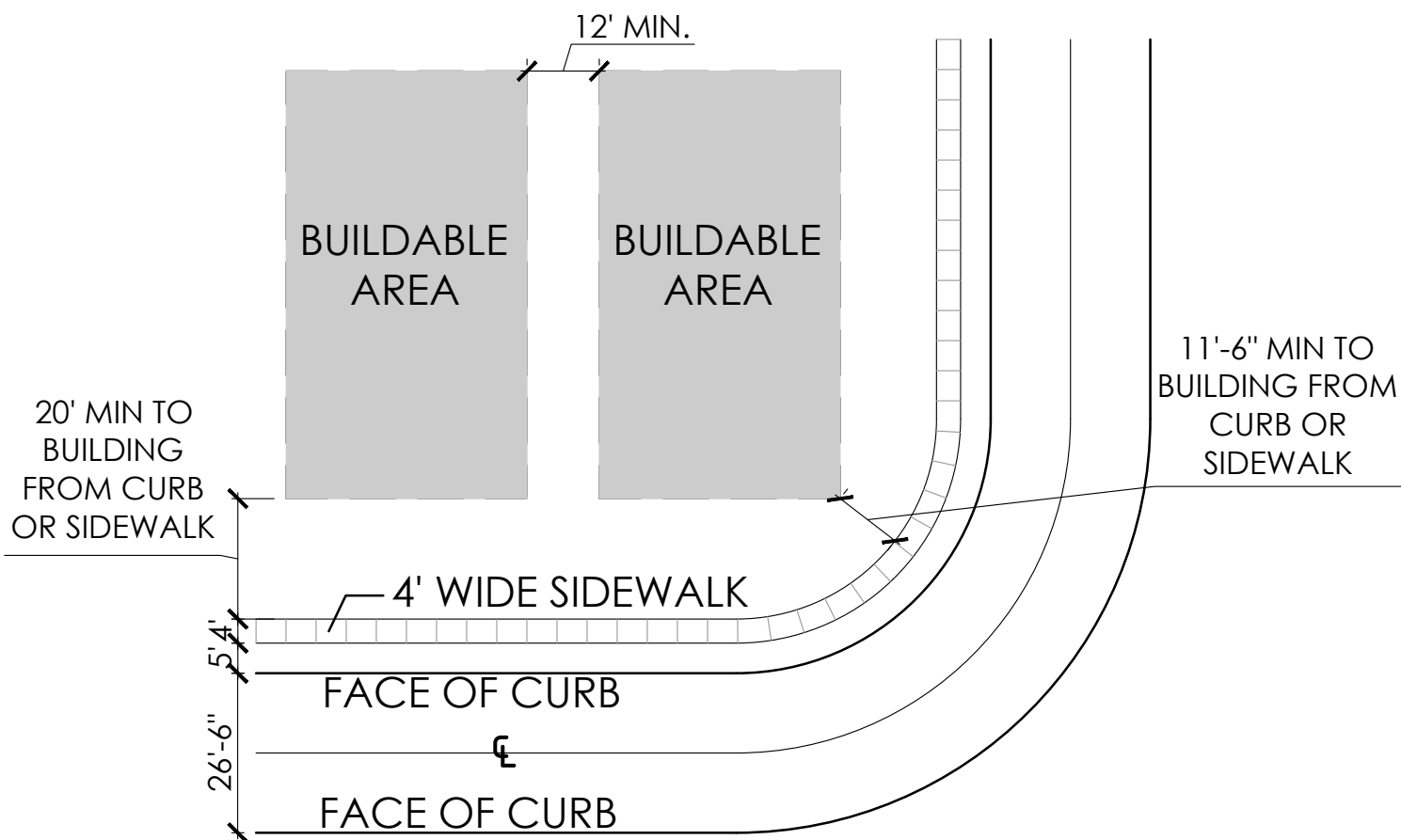
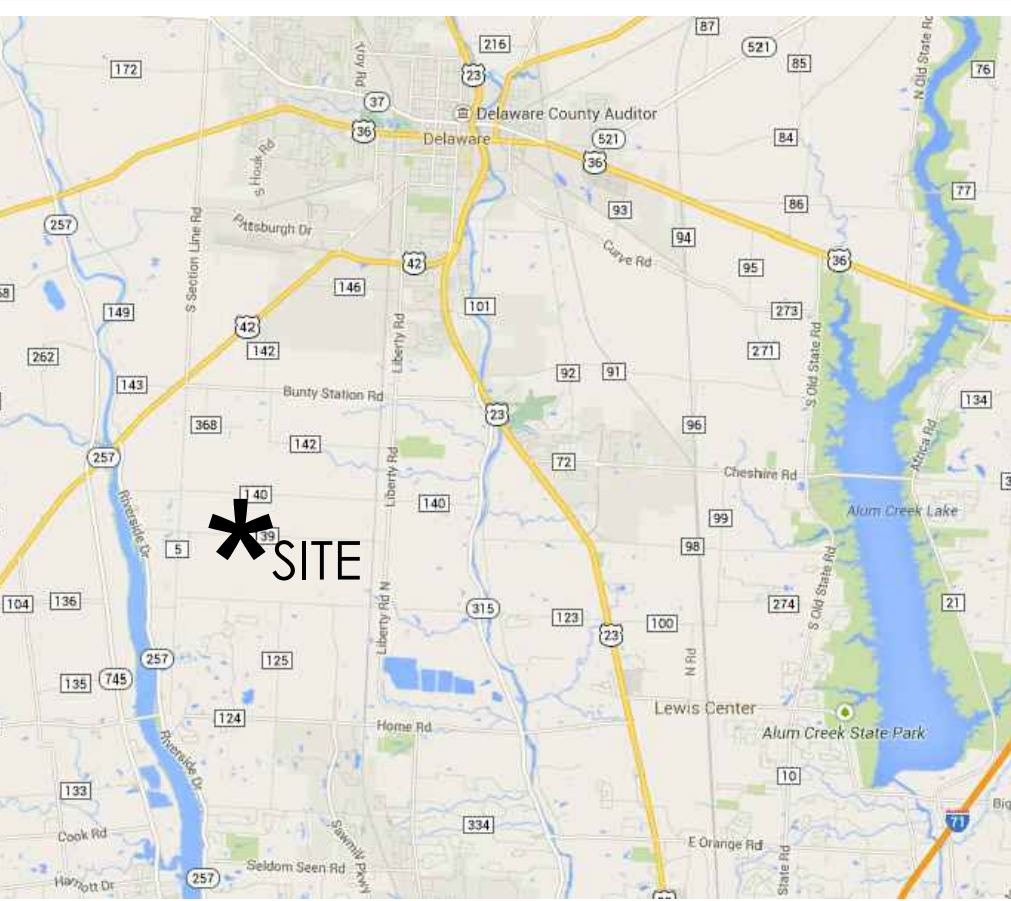
SITE DATA

TOTAL ACRES	+/- 23.18 ACRES
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DENSITY	+/- 2.46 D.U./AC.
OPEN SPACE	+/- 13.45 AC (58.02%)

*MOUNDING CONCEPT MAY BE ADJUSTED TO ACCOMMODATE FINAL ENGINEERING



VICINITY MAP



1 TYPICAL LOT CONFIGURATION
SCALE: 1"=30'

DEVELOPMENT PLAN

EXHIBIT C-2

THE RESERVE
PREPARED FOR METRO DEVELOPMENT
DATE: 11/20/17

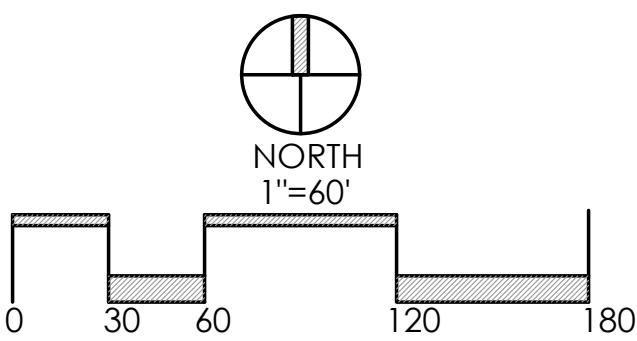
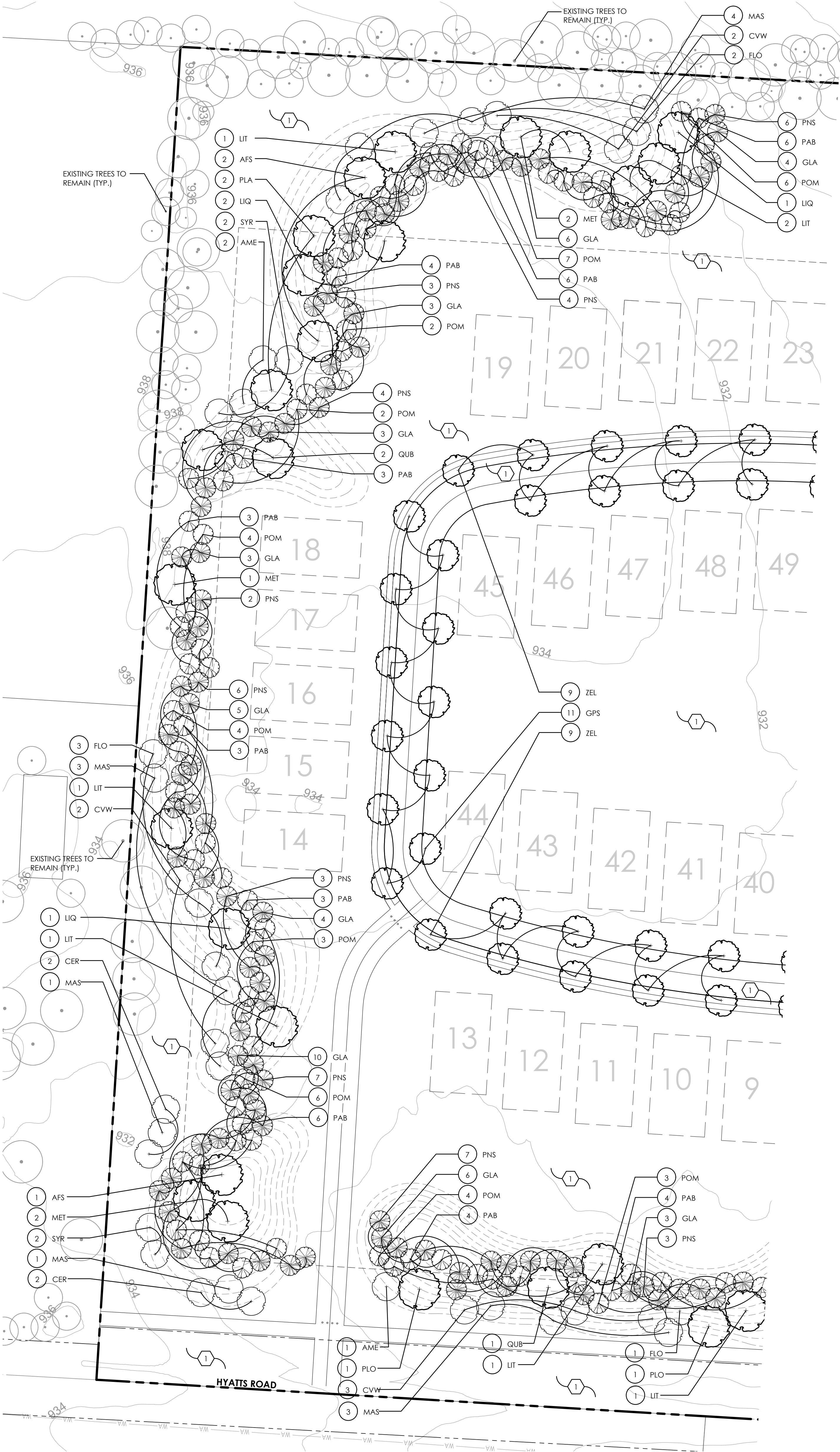


Exhibit "D-1, D-2, D-3, D-4"- Landscape Plans



GENERAL PLANTING NOTES:

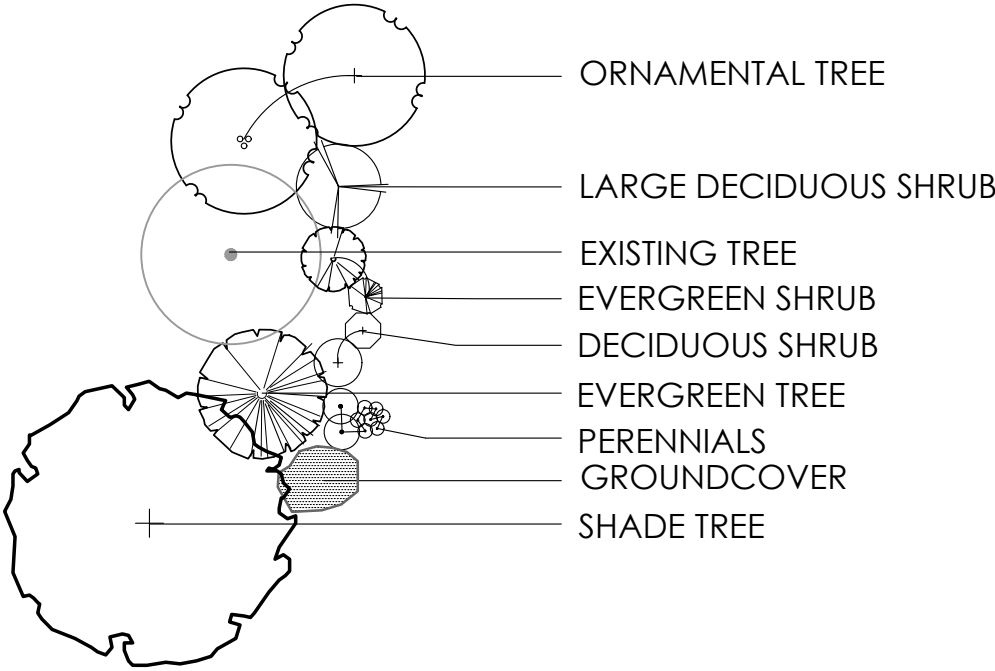
- 1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- 2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- 3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.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

CONSTRUCTION NOTES:

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

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

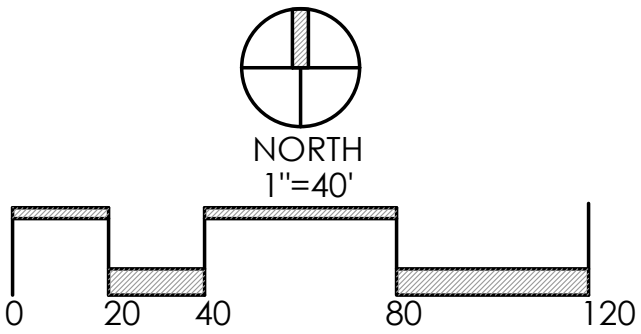


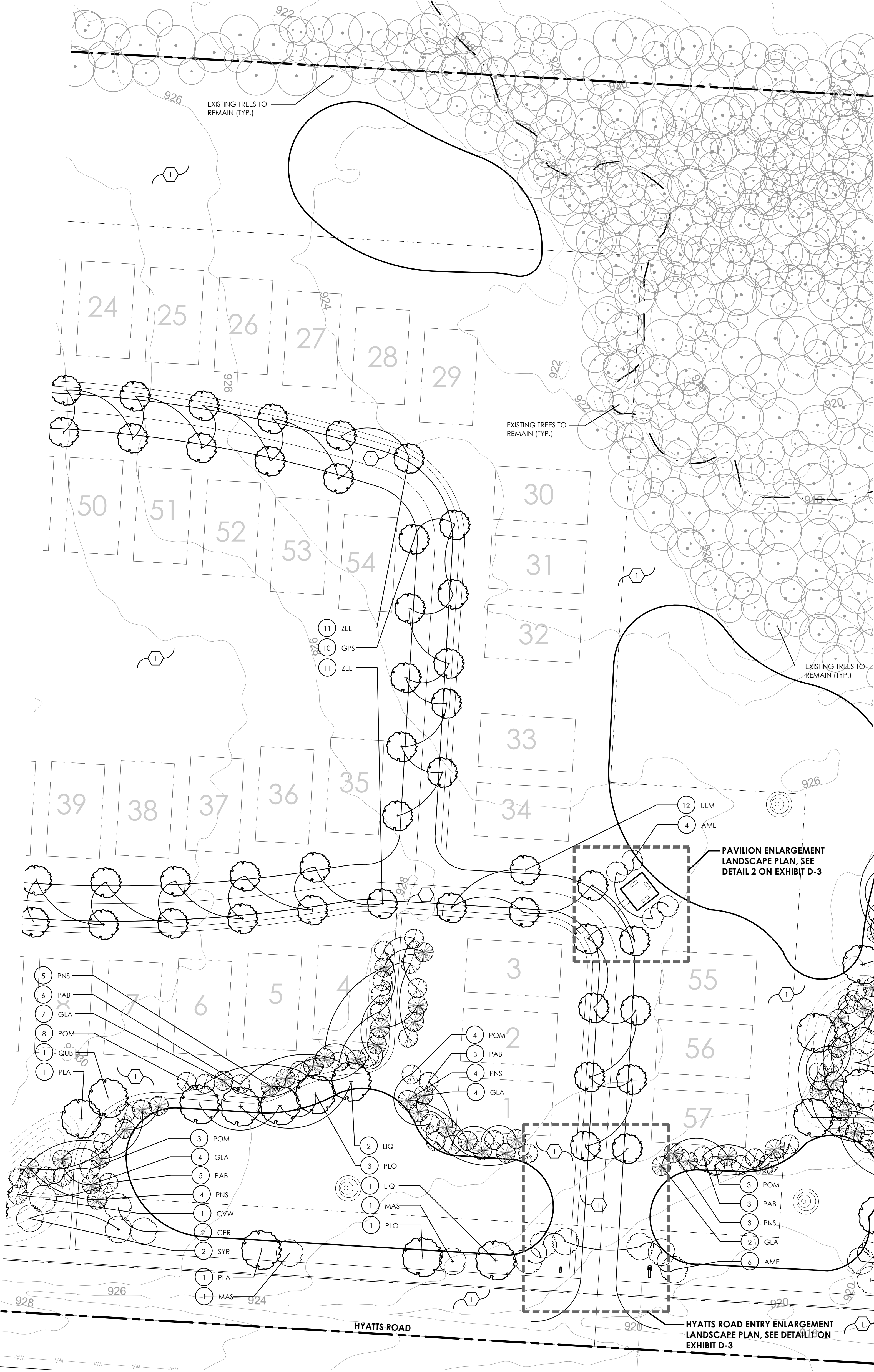
PLANT LIST
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
3	AFS	ACER FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	2.5" CAL.	B&B	
3	AME	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	2.5" CAL.	B&B	MULTI-STEM
4	CER	CERCIS CANADENSIS	EASTERN REDBUD	2.5" CAL.	B&B	
7	CVW	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	2.5" CAL.	B&B	
6	FLO	MALUS FLORIBUNDA	JAPANESE CRABAPPLE	2.5" CAL.	B&B	
11	GPS	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL.	B&B	
4	LIQ	LIQUIDAMBAR STYRACIFLUA 'MORaine'	MORaine SWEETGUM	2.5" CAL	B&B	
7	LIT	LIRIODENDRON TULIPIFERA	TULIP TREE	2.5" CAL	B&B	
12	MAS	MAGNOLIA x SOULANGIANA	SAUCER MAGNOLIA	8-10' HGT.	B&B	
5	MET	METASEQUOIA GLYPTOSTROBROIDES	DAWN REDWOOD	2.5" CAL	B&B	
2	PLA	PLATANUS x ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANE TREE	2.5" CAL.	B&B	
2	PLO	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	2.5" CAL.	B&B	
3	QUB	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B	
4	SYR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC TREE	8-10' HGT.	B&B	
18	ZEL	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2.5" CAL.	B&B	
47	GLA	PICEA GLAUCA	WHITE SPRUCE	5-6' HGT.	B&B	
42	PAB	PICEA ABIES	NORWAY SPRUCE	5-6' HGT.	B&B	
45	PNS	PINUS STROBUS	WHITE PINE	5-6' HGT.	B&B	
41	POM	PICEA OMORIKA	SERBIAN SPRUCE	5-6' HGT.	B&B	

WEST LANDSCAPE PLAN

EXHIBIT D-1





GENERAL PLANTING NOTES:

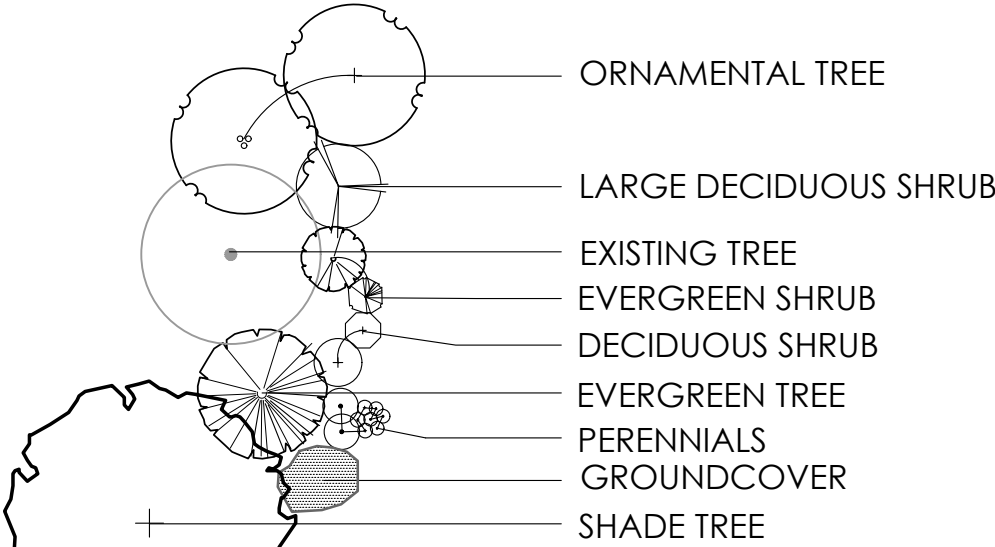
- 1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- 2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- 3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.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

CONSTRUCTION NOTES:

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

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

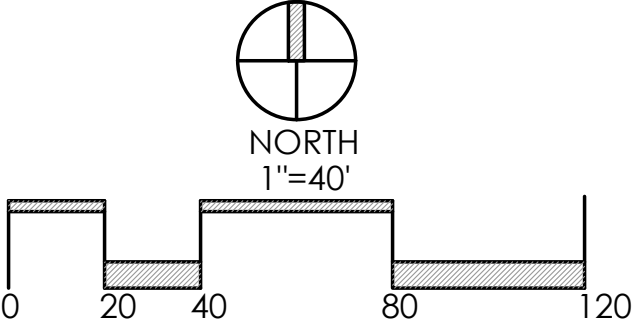


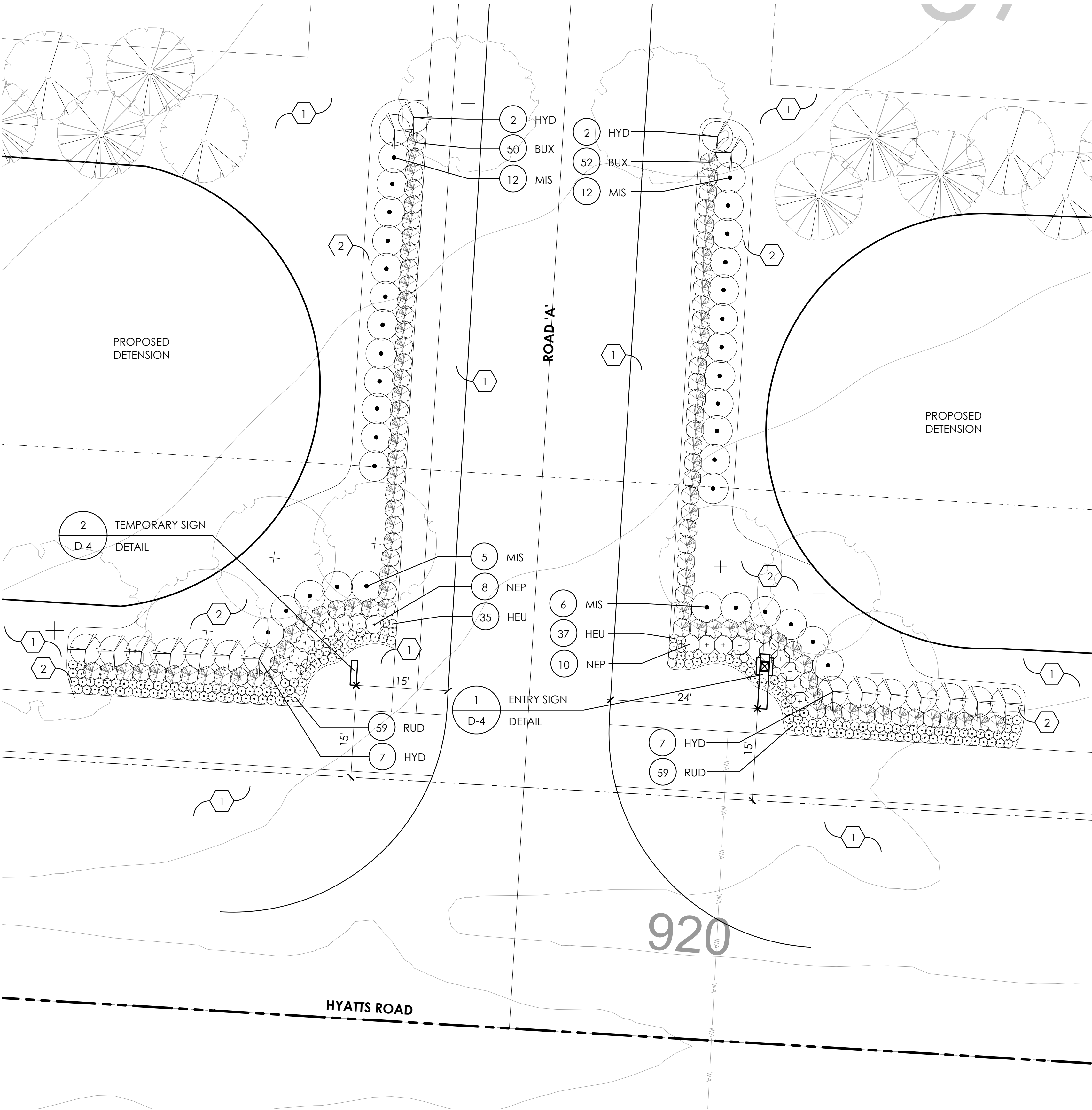
PLANT LIST
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
1	AFS	ACER FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	2.5" CAL.	B&B	
10	AME	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	2.5" CAL.	B&B	MULTI-STEM
4	CER	CERCIS CANADENSIS	EASTERN REDBUD	2.5" CAL.	B&B	
4	CVW	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	2.5" CAL.	B&B	
2	FLO	MALUS FLORIBUNDA	JAPANESE CRABAPPLE	2.5" CAL.	B&B	
10	GPS	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL.	B&B	
4	LIQ	LIQUIDAMBAR STYRACIFLUA 'MORaine'	MORaine SWEETGUM	2.5" CAL	B&B	
1	LIT	LIRIODENDRON TULIPIFERA	TULIP TREE	2.5" CAL	B&B	
3	MAS	MAGNOLIA x SOULANGEANA	SAUCER MAGNOLIA	8-10' HGT.	B&B	
2	MET	METASEQUOIA GLYPTOSTROBoidES	DAWN REDWOOD	2.5" CAL	B&B	
2	PLA	PLATANUS x ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANE TREE	2.5' CAL.	B&B	
4	PLO	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	2.5' CAL.	B&B	
1	QUB	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B	
2	SYR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK LILAC TREE	8-10' HGT.	B&B	
12	ULM	ULMUS 'ACCOLADE'	MORTON ELM	2.5" CAL	B&B	
22	ZEL	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA	2.5" CAL.	B&B	
27	GLA	PICEA GLAUCA	WHITE SPRUCE	5-6' HGT.	B&B	
26	PAB	PICEA ABIES	NORWAY SPRUCE	5-6' HGT.	B&B	
25	PNS	PINUS STROBUS	WHITE PINE	5-6' HGT.	B&B	
27	POM	PICEA OMORIKa	SERBIAN SPRUCE	5-6' HGT.	B&B	

EAST LANDSCAPE PLAN

EXHIBIT D-2

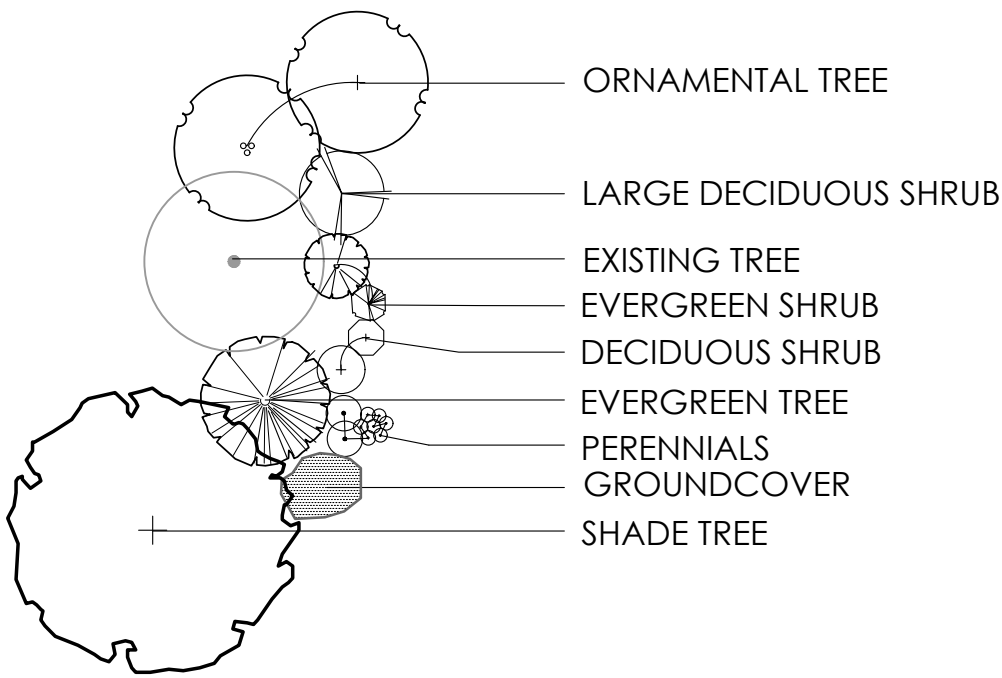




1 HYATTS ROAD ENTRY ENLARGEMENT LANDSCAPE PLAN
SCALE: 1"=10'

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

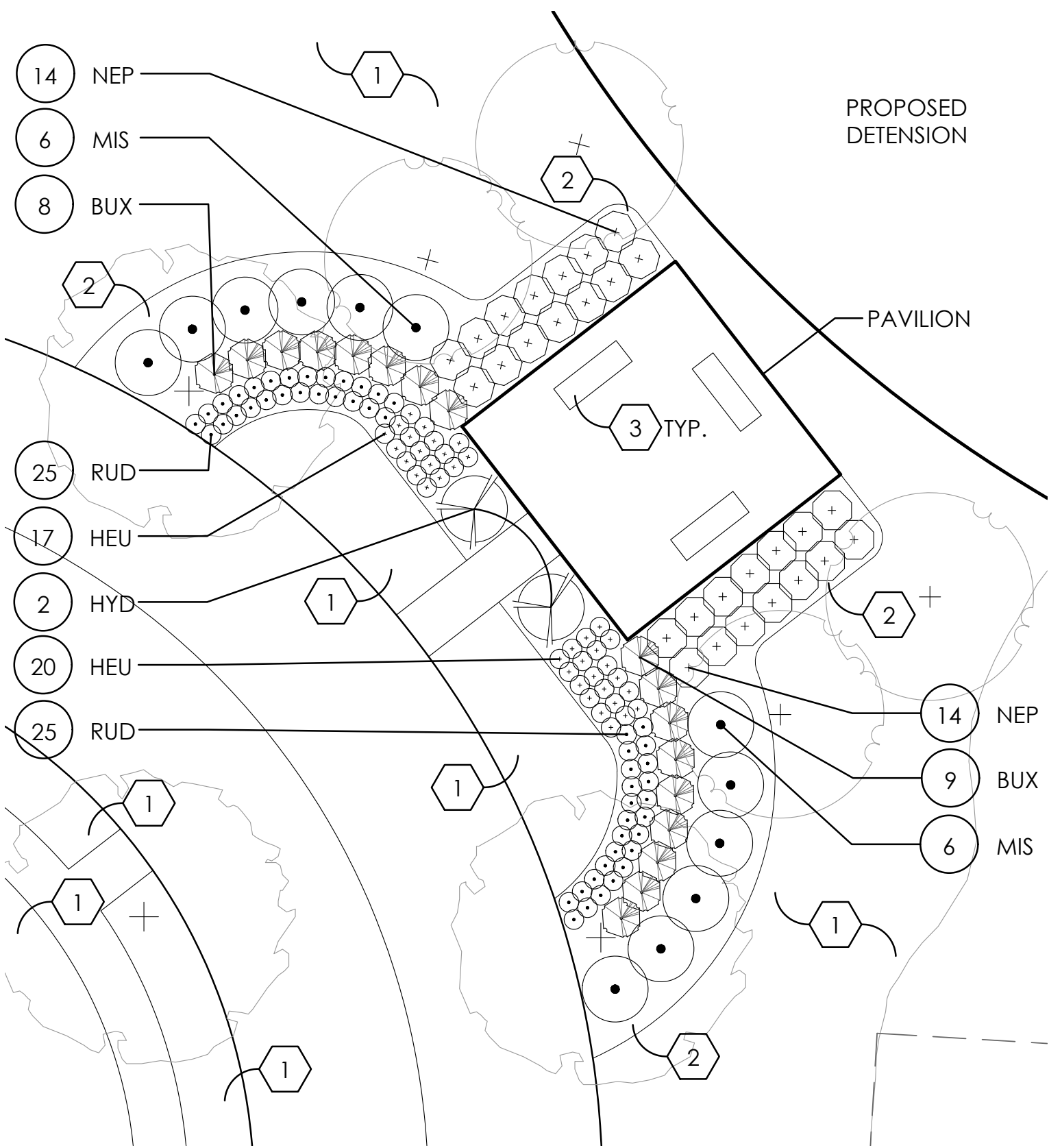


CONSTRUCTION NOTES:

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 3 BENCH, LOCATION AND STYLE BY OWNER.

GENERAL PLANTING NOTES:

- 1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- 2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- 3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
- 5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
- 6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
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- 10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.



2 PAVILION ENLARGEMENT LANDSCAPE PLAN
SCALE: 1"=10'

PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
SHRUBS						
119	BUX	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	24" HGT	B&B	
20	HYD	HYDRANGEA PANICULATA 'SMHPCW'	STRAWBERRY SHAKE HYDRANGEA	24" HGT	B&B	
PERENNIALS/ORNAMENTAL GRASSES						
109	HEU	HEUCHERA X 'SOUTHERN COMFORT'	SOUTHERN COMFORT CORAL BELLS	NO. 1	CONT	
46	NEP	NEPETA XFAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	NO. 1	CONT	
168	RUD	RUDBECKIA HIRTA	BLACKEYED SUSAN	NO. 1	CONT	
47	MIS	MISCANTHUS SINENSIS VARIEGATUS	VARIGATED JAPANESE SILVER GRASS	NO. 2	CONT	

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

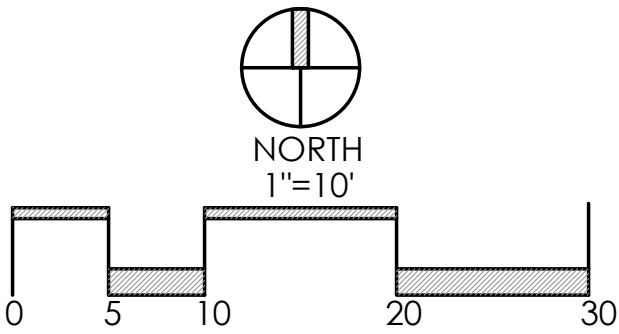
LANDSCAPE ENLARGEMENTS

EXHIBIT D-3

THE RESERVE

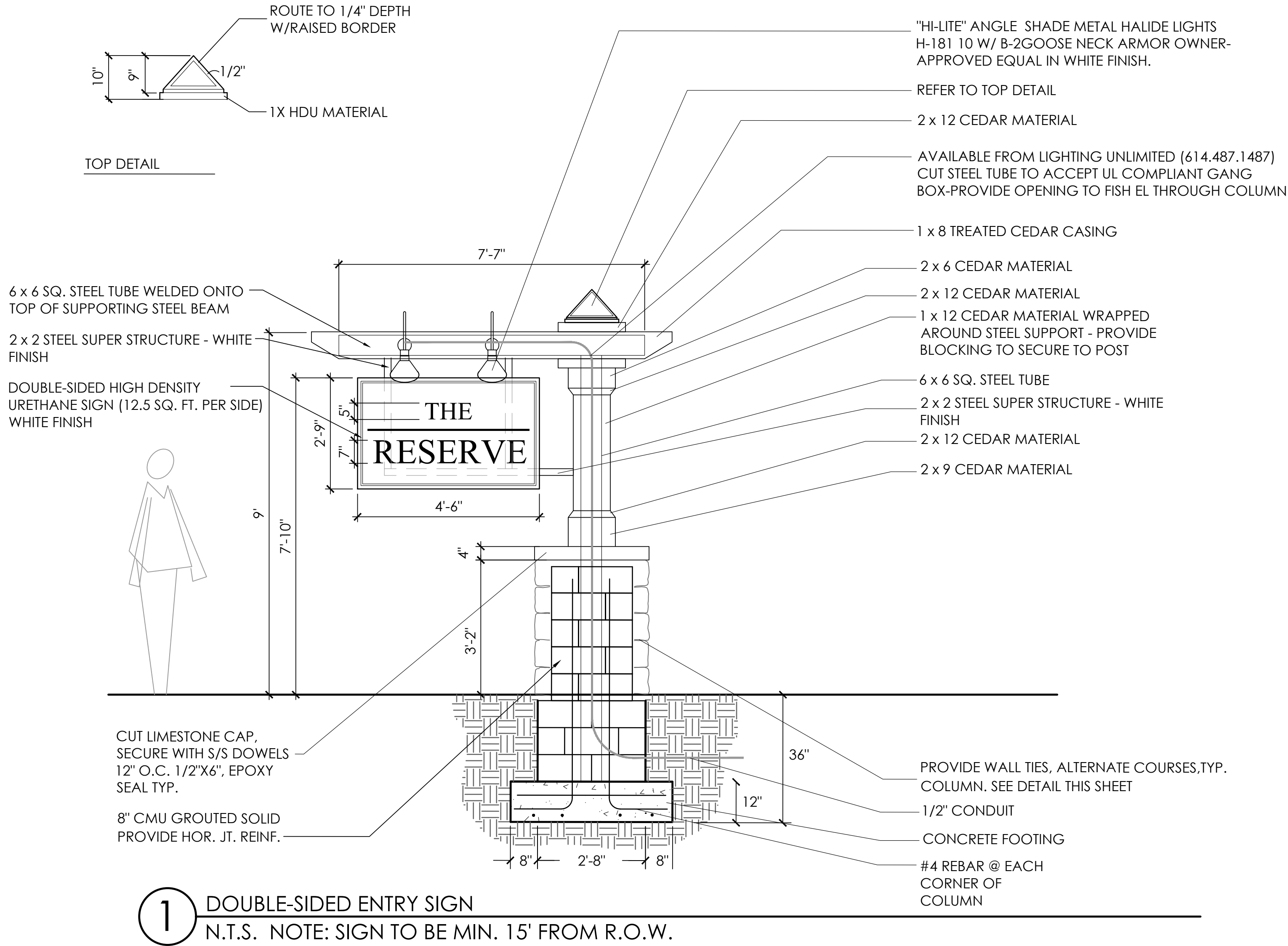
PREPARED FOR METRO DEVELOPMENT

DATE: 11/20/17

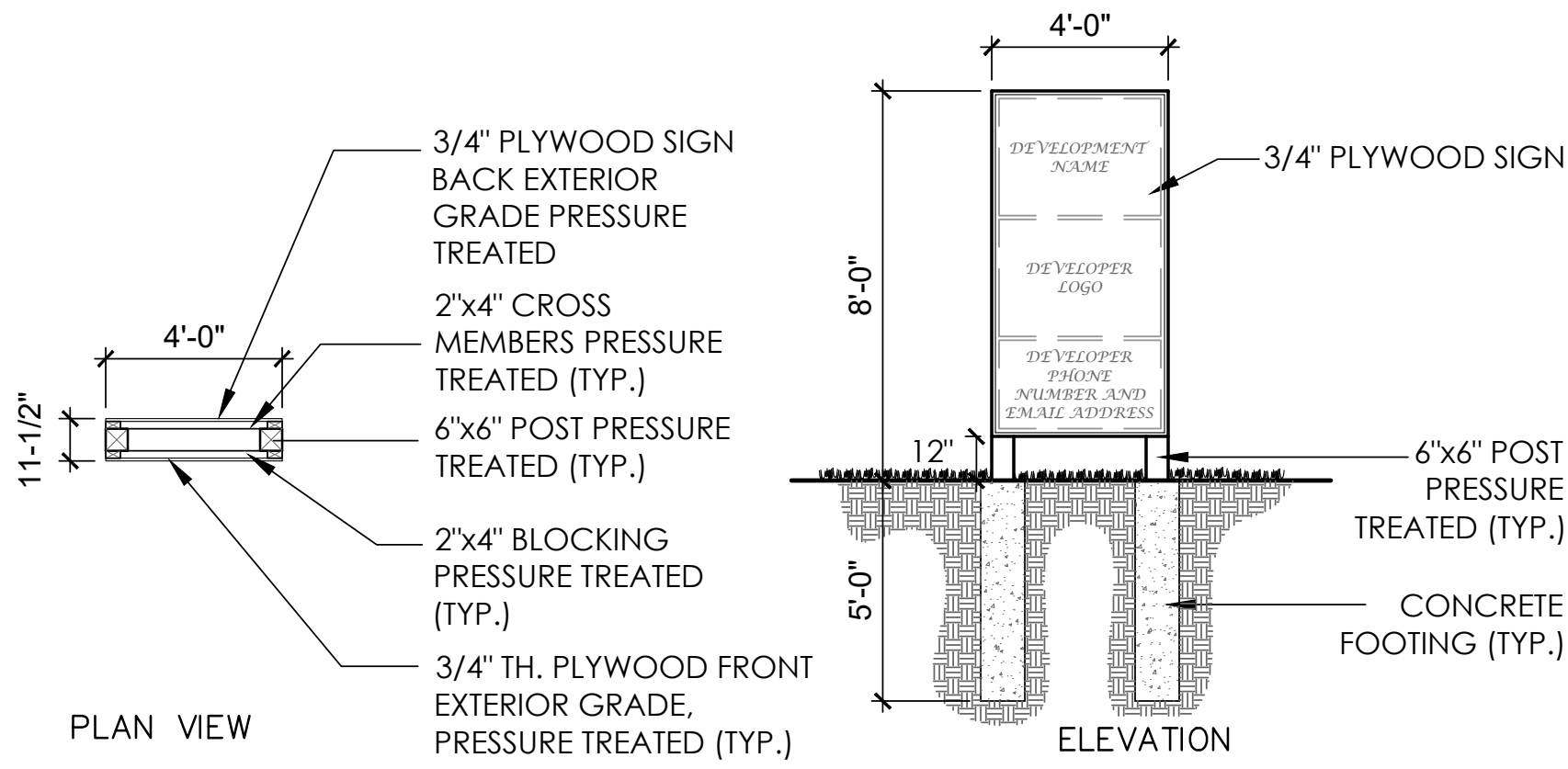


Faris Planning & Design

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



NOTE: 15' MIN. SETBACK FROM R.O.W. SIGNAGE TO BE DOUBLE SIDED



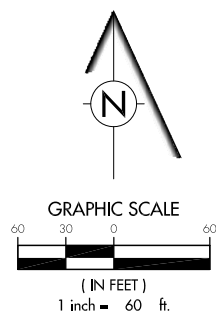
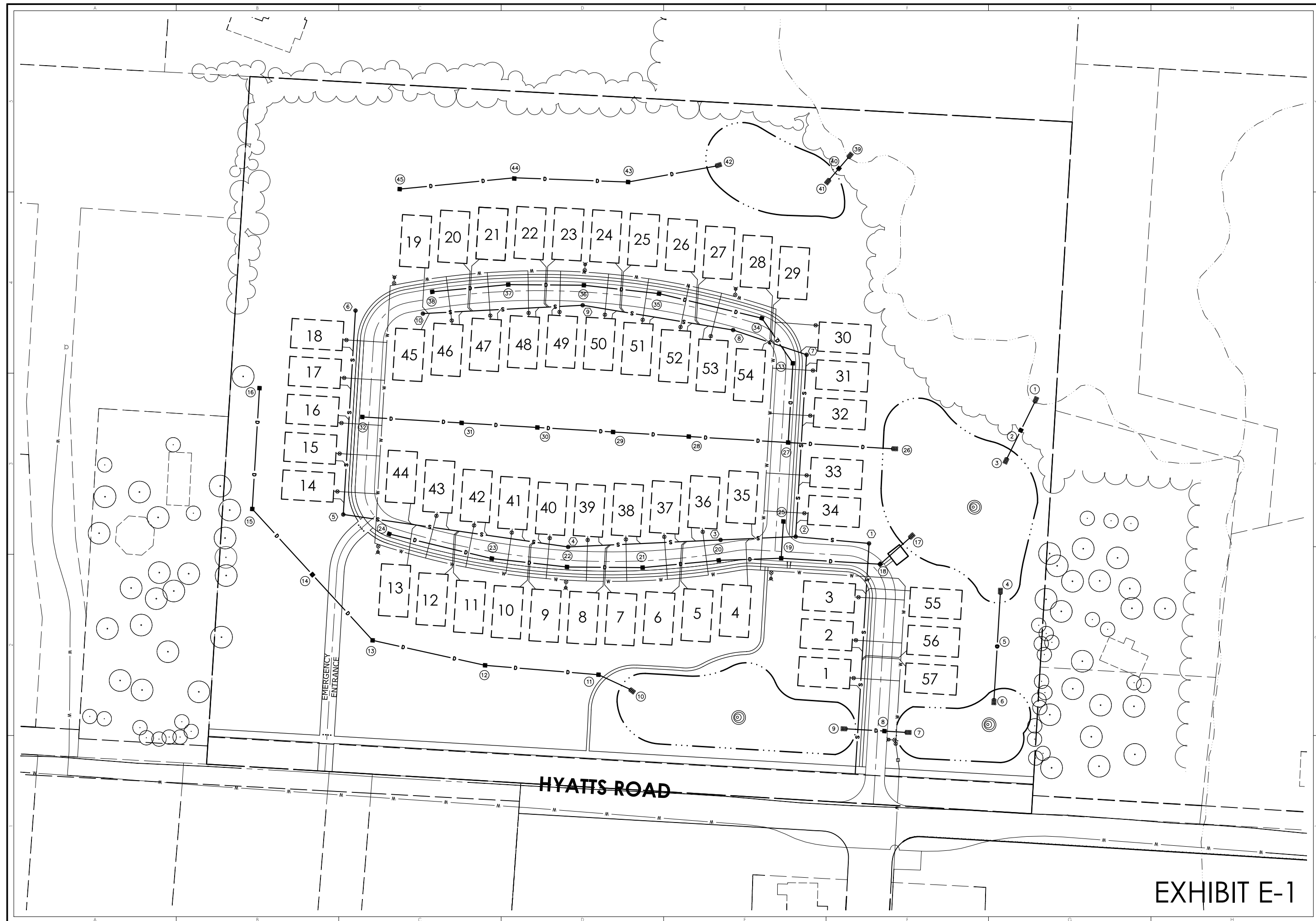
2 TEMPORARY SIGN DETAIL
N.T.S.

LANDSCAPE DETAILS

EXHIBIT D-4

THE RESERVE
PREPARED FOR METRO DEVELOPMENT
DATE: 11/20/17

Exhibit "E-1 through E-8" - Utility Plan, Letters, and Traffic Analysis

[illegible]

TerrainEvolution
Your bridge between Vision and Success

CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO

DRAWING SET STATUS:

☒ PRELIMINARY ENGINEERING SET
☐ AGENCY REVIEW SET
☐ CONSTRUCTION DOCUMENT SET
☐ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
MYG	CMK	JPW

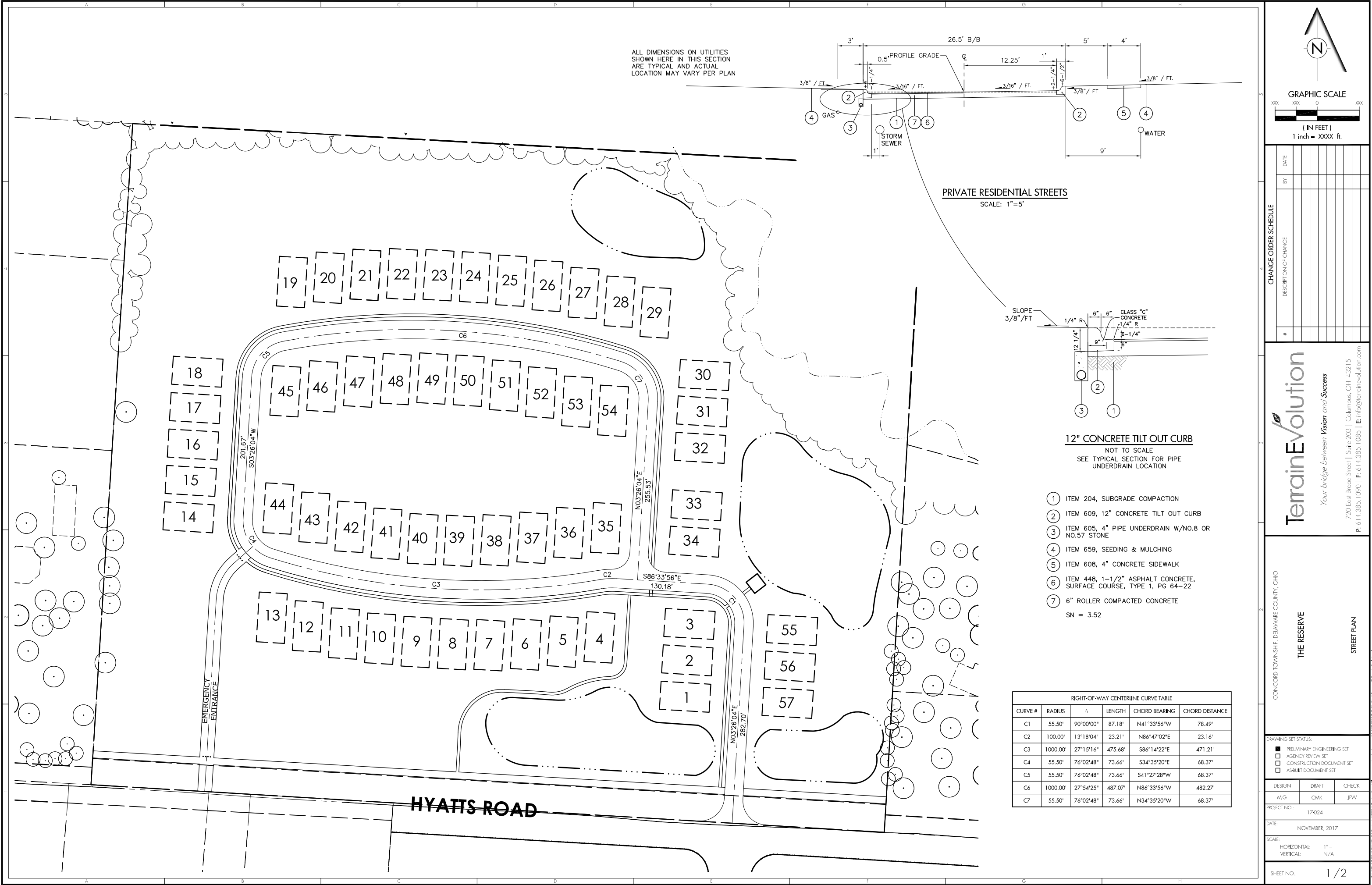
PROJECT NO.: 17024

DATE: NOVEMBER, 2017

SCALE:

HORIZONTAL:	1" = 60'
VERTICAL:	N/A

SHEET NO.: 1/1





DELAWARE COUNTY REGIONAL SEWER DISTRICT

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

November 16, 2017

Chad Keaton
Terrain Evolution
720 East Broad Street, Suite 203
Columbus, OH 43215

Re: **Request for Sewer Capacity**
The Reserve
Parcel: 41933003001000

Dear Mr. Keaton:

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 57 Equivalent Residential Unit(s) (ERU).

Capacity is available to serve the proposed project. An existing 8" sanitary sewer is located on the southeast corner of the parcel. 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: Project File
Correspondence File

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

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

November 3, 2017

Chad Keaton
Terrain Evolution
720 East Broad Street, Suite 203
Columbus, Ohio 43215

RE: Water Availability – Maple Glen

Via Email: ckeaton@terrainevolution.com

Dear Mr. Keaton:

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: The Reserve

Proposed Land Use: ± 57 condominium units

Location: North side of Hyatts Road, ± 2600 feet east of S. Section Line Road

Acreage: ± 23.18 acres

This site can be served from an existing 12-inch water line located on at the intersection of Hyatts Road and Scioto Chase Blvd. The development will be served by a master meter.

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

Sincerely,
DEL-CO WATER COMPANY, INC.

Shane F. Clark, P.E.

Deputy General Manager

LEGAL DESCRIPTION

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF CONCORD, LOCATED IN PART OF FARM LOTS 17, 18 AND 19, SECTION 2, TOWNSHIP 3, RANGE 19, UNITED STATES MILITARY LANDS AND ALSO BEING PART OF FARM LOT 40, SECTION 3, TOWNSHIP 4, RANGE 19, UNITED STATES MILITARY LANDS, BEING A SUBDIVISION OF 181.328 ACRES, BEING 114.433 ACRES OUT OF A 150.710 ACRE TRACT OF LAND DESCRIBED IN DEED TO TRIANGLE PROPERTIES, INC., OF RECORD IN OFFICIAL RECORD VOLUME 629, PAGE 1653, BEING ALL OF A 24.201 ACRE TRACT DESCRIBED IN DEED TO THE BOARD OF EDUCATION OF THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, OF RECORD IN OFFICIAL RECORD VOLUME 626, PAGE 2311 AND BEING ALL OF A 42.688 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MEADOWS AT SCIOTO RESERVE, LLC, OF RECORD IN OFFICIAL RECORD VOLUME 708, PAGE 1424, THERE BEING 34.760 ACRES IN FARM LOT 17, 32.787 ACRES IN FARM LOT 18, 89.574 ACRES IN FARM LOT 19 AND 24.207 ACRES IN FARM LOT 40, ALL REFERENCES BEING TO THE RECORDS OF THE RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

THE ABOVE DESCRIBED 181.328 ACRES ARE THE LANDS HEREBY BEING PLATTED. FURTHER, PORTIONS OF CERTAIN LANDS OWNED BY SAID TRIANGLE PROPERTIES, INC. ARE HEREBY BEING ENCUMBERED BY EASEMENTS BEING RESERVED IN ACCORDANCE WITH THE PROVISIONS BELOW AND NOTE #4 HEREON. SAID EASEMENTS BEING FOR IMPROVEMENTS NECESSARY AND/OR INCIDENTAL TO THE DEVELOPMENT AND USE OF SAID 181.328 ACRES AND OTHER LANDS.

EASEMENTS ARE RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "PRESERVATION EASEMENT", "DRAINAGE EASEMENT", "DRAINAGE AND UTILITY EASEMENT", "UTILITY EASEMENT" OR "SANITARY EASEMENT" FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS, AND FOR STORM WATER DRAINAGE. A PORTION OF THE EASEMENT AREAS SHOWN HEREON OUTSIDE OF THE PLATTED AREA ARE WITHIN LANDS OWNED BY THE UNDERSIGNED AND EASEMENTS ARE RESERVED THEREIN FOR THE USES AND PURPOSES EXPRESSED HEREIN.

OWNER'S ACKNOWLEDGMENT

THE UNDERSIGNED, DONALD R. KENNEY, PRESIDENT OF TRIANGLE PROPERTIES, INC., BEING THE OWNER OF THE LAND PLATTED HEREIN, DO HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS "SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B", A SUBDIVISION OF 113 LOTS NUMBERED 6690 THROUGH 6802, INCLUSIVE, AND DO HEREBY ACCEPT THIS PLAT OF THE SAME AND DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DEDICATE TO PUBLIC USE ALL EASEMENTS AND 12.075 ACRES FOR PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

TRIANGLE PROPERTIES, INC.
BY: DONALD R. KENNEY, PRESIDENT
Mandy Brown Susan Franke
Mandy Brown Susan Franke
WITNESS (PRINTED & SIGNATURE) WITNESS (PRINTED & SIGNATURE)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED DONALD R. KENNEY, PRESIDENT OF TRIANGLE PROPERTIES, INC. WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED, AS WELL AS THE FREE ACT AND DEED OF TRIANGLE PROPERTIES, INC. FOR THE USES AND PURPOSES EXPRESSED HEREIN.

WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THIS 23rd DAY

OF May 2006 MY COMMISSION EXPIRES 8/1/09

Susan Franke
NOTARY PUBLIC

LIEN HOLDER'S ACKNOWLEDGMENT

LIEN HOLDER FOR TRIANGLE PROPERTIES, INC.:

THE UNDERSIGNED SUBORDINATES THE LIEN OF ITS MORTGAGES OF THE AREA WITHIN THE PLAT OF "SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B" OWNED BY TRIANGLE PROPERTIES, INC. WITHIN THE 12.075 ACRES OF THE DEDICATED RIGHT-OF-WAY, ALL ON-SITE EASEMENTS LOCATED OUTSIDE OF SAID RIGHT-OF-WAY, AND TO THOSE EASEMENTS DEFINED AND DELINEATED HEREON, WHICH LIE OUTSIDE OF THE PLATTED AREA.

NATIONAL CITY BANK
BY: STEVEN A. SMITH, SENIOR VICE-PRESIDENT
WITNESS (PRINTED & SIGNATURE) WITNESS (PRINTED & SIGNATURE)
Ryan Eastwood
Ryan Eastwood

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED STEVEN A. SMITH, SENIOR VICE-PRESIDENT FOR NATIONAL CITY BANK, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED, AS WELL AS THE FREE ACT AND DEED OF NATIONAL CITY BANK FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL

SEAL THIS 23rd DAY

OF May 2006 MY COMMISSION EXPIRES 4/2/2007

Amy L. Finn
NOTARY PUBLIC

OWNER'S ACKNOWLEDGMENT

THE UNDERSIGNED, CHARLES VINCE, PRINCIPAL OF THE MEADOWS AT SCIOTO RESERVE, LLC, BEING THE OWNER OF THE LAND PLATTED HEREIN, DO HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS "SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B", A SUBDIVISION OF 113 LOTS NUMBERED 6690 THROUGH 6802, INCLUSIVE, AND DO HEREBY ACCEPT THIS PLAT OF THE SAME AND DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DEDICATE TO PUBLIC USE ALL EASEMENTS AND 12.075 ACRES FOR PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

THE MEADOWS AT SCIOTO RESERVE, LLC
BY: CHARLES VINCE, PRINCIPAL

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED CHARLES VINCE, PRINCIPAL OF THE MEADOWS AT SCIOTO RESERVE, LLC WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED, AS WELL AS THE FREE ACT AND DEED OF THE MEADOWS AT SCIOTO RESERVE, LLC FOR THE USES AND PURPOSES EXPRESSED HEREIN.

WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THIS 26th DAY

OF May 2006 MY COMMISSION EXPIRES 6/2/2007

Amy L. Finn
NOTARY PUBLIC

OWNER'S ACKNOWLEDGMENT

THE UNDERSIGNED, THOMAS SHEPPARD, PRESIDENT OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, BEING THE OWNER OF THE LAND PLATTED HEREIN, DO HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS "SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B", A SUBDIVISION OF 113 LOTS NUMBERED 6690 THROUGH 6802, INCLUSIVE, AND DO HEREBY ACCEPT THIS PLAT OF THE SAME AND DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DEDICATE TO PUBLIC USE ALL EASEMENTS AND A PORTION OF THE 2,190 ACRES FOR PUBLIC RIGHT-OF-WAY WHICH ARE LOCATED WITHIN THE BOARD PROPERTY AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT
BY: THOMAS SHEPPARD, PRESIDENT

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED THOMAS SHEPPARD, PRESIDENT OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED, AS WELL AS THE FREE ACT AND DEED OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT FOR THE USES AND PURPOSES EXPRESSED HEREIN.

WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THIS 26th DAY

OF June 2006 MY COMMISSION EXPIRES 5/9/07

Christina M. Radel
NOTARY PUBLIC

SCIOTO RESERVE EXPANSION
SECTION 1, PHASE B

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF CONCORD,
BEING PART OF FARM LOTS 17, 18 AND 19, SECTION 2, TOWNSHIP 3, RANGE 19, UNITED STATES MILITARY LANDS
AND ALSO BEING PART OF FARM LOT 40, SECTION 3, TOWNSHIP 4, RANGE 19 UNITED STATES MILITARY LANDS.



OWNER'S ACKNOWLEDGMENT

THE UNDERSIGNED, SANDRA GRISCOM, TREASURER OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT, BEING THE OWNER OF THE LAND PLATTED HEREIN, DO HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS "SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B", A SUBDIVISION OF 113 LOTS NUMBERED 6690 THROUGH 6802, INCLUSIVE, AND DO HEREBY ACCEPT THIS PLAT OF THE SAME AND DO VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DEDICATE TO PUBLIC USE ALL EASEMENTS AND 12.075 ACRES FOR PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT
BY: SANDRA GRISCOM, TREASURER

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY APPEARED SANDRA GRISCOM, TREASURER OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED, AS WELL AS THE FREE ACT AND DEED OF THE BOARD OF EDUCATION OF BUCKEYE VALLEY LOCAL SCHOOL DISTRICT FOR THE USES AND PURPOSES EXPRESSED HEREIN.

WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THIS 26th DAY

OF June 2006 MY COMMISSION EXPIRES 5/9/07

Christina M. Radel
NOTARY PUBLIC

RIGHT-OF-WAY DEDICATION

HYATTS ROAD 2.190 ACRES
SOUTH SECTION LINE ROAD 1.518 ACRES
TOTAL 12.075 ACRES

SINGLE FAMILY

TOTAL AREA 34.441 ACRES
RIGHT-OF-WAY 8.367 ACRES
LOTS 25.546 ACRES
TOTAL OPEN SPACE 100.219 ACRES

SETBACKS
FRONT 25 FEET FROM RIGHT-OF-WAY
REAR 20 FEET
SIDE 5 FEET
ZONING DISTRICT (SINGLE FAMILY) PRD

MULTI-FAMILY

TOTAL AREA (MULTI-FAMILY) 20.292 ACRES
SETBACKS (MULTI-FAMILY) PER APPROVED ZONING TEXT
ZONING DISTRICT (MULTI FAMILY) PRD

OVERALL PHASE

TOTAL AREA - BOUNDARY 181.328 ACRES
TOTAL AREA - FARM LOT 17 34.760 ACRES
TOTAL AREA - FARM LOT 18 32.787 ACRES
TOTAL AREA - FARM LOT 19 89.574 ACRES
TOTAL AREA - FARM LOT 40 24.207 ACRES
TOTAL LOTS - 113
BUILDABLE LOTS - 105
OPEN SPACE - 8

I HEREBY STATE THAT THIS SURVEY IS BASED ON ACTUAL FIELD MEASUREMENTS AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS CORRECT.

MARK ALAN SMITH, PS
PROFESSIONAL SURVEYOR NO. S-8232

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ACQUIRED BY GPS OBSERVATIONS NAD 83(1995)-OHIO STATE PLANE COORDINATE SYSTEM-NORTH ZONE FROM THE DELAWARE COUNTY GEODETIC CONTROL MONUMENTATION.

OWNER/DEVELOPER

TRIANGLE PROPERTIES, INC.
470 OLDE WORTHINGTON ROAD
SUITE 100
WESTERVILLE, OHIO 43082
(614) 540-2400

SUBDIVISION PLAT

SCIOTO RESERVE EXPANSION
SECTION 1, PHASE B
CONCORD TOWNSHIP
DELAWARE COUNTY, OHIO

Floyd Browne Group
Central Ohio
740.363.6792
740.363.6536 fax
www.floydbrowne.com

DATE APRIL 28, 2006
JOB NO. 10-04178-010
CADD FILE SEC 1B-COVER SHEET
APPROVED MARK SMITH

NOTES

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS AND DISTANCES SHOWN ON CURVES ARE CHORD BEARINGS AND DISTANCES.
- EASEMENTS ARE SPECIFICALLY GRANTED UNTO DEL-CO WATER, ITS SUCCESSORS OR ASSIGNS, FOR THE LOCATION OF WATER LINES, VALVES, AND APPURTENANCES WITHIN DEDICATED ROAD RIGHTS-OF-WAY AND DESIGNATED UTILITY EASEMENTS. ALSO GRANTED IS THE RIGHT OF DEL-CO WATER TO INSTALL, SERVICE AND MAINTAIN WATER METER CROCKS AND APPURTENANCES OUTSIDE OF AND ADJACENT TO SAID DEDICATED RIGHT-OF-WAY FOR PUBLIC ROADS OR UTILITY EASEMENTS.
- DRAINAGE EASEMENT: AN EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, USING AND MAINTAINING MAJOR STORM DRAINAGE SWALES AND UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND APPURTENANT WORKS IN ANY PART OF EASEMENT AREAS DESIGNATED "DRAINAGE EASEMENT" HEREON INCLUDING THE RIGHT TO CLEAN, REPAIR AND CARE FOR SAID SWALES AND UTILITIES TOGETHER WITH THE RIGHT OF ACCESS TO SAID AREAS FOR SAID PURPOSE. EXCEPT AS PROVIDED FOR IN THE DEVELOPERS OVERALL SCHEME FOR THE DEVELOPMENT OF SCIOTO RESERVE EXPANSION, SECTION 1, PHASE B NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT.
- ALL SANITARY EASEMENTS ARE SPECIFICALLY DEDICATED TO THE DELAWARE COUNTY SANITARY ENGINEER AND ARE INTENDED SOLELY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC AND/OR PRIVATE SANITARY SEWERS AND SERVICE CONNECTIONS, AND CANNOT BE OCCUPIED BY OTHER UTILITIES.
- NOTICE IS HEREBY GIVEN TO ANY BUYER OF THE LOTS DELINEATED UPON THIS PLAT THAT ON FILE WITH THE BUILDING DEPARTMENT OF DELAWARE COUNTY ARE SITE IMPROVEMENT PLANS FOR THE DEVELOPMENT OF SAID LOTS SHOWING PROPOSED LOT DRAINAGE AND RECOMMENDED MINIMUM FINISHED GRADE ELEVATIONS AND/OR LOT GRADING PLANS. SAID PLANS, AS APPROVED BY THE GOVERNMENTAL AGENCIES, ARE CONSIDERED PART OF THE APPROVAL OF THIS SUBDIVISION AND ARE TO BE INCORPORATED INTO THE FINAL PLOT PLAN REQUIRED WITH THE BUILDING PERMIT.
- ROOF DOWN SPOUTS, BASEMENT SUMP PUMPS, FOUNDATION DRAINS, STORM TILES, YARD INLETS OR CATCH BASINS, OR ANY OTHER CLEAN WATER CONNECTION TO SANITARY SEWERS AND SEWAGE SYSTEMS ARE PROHIBITED.
- ALL CONTRACTORS SHALL COMPLY WITH THE "DELAWARE COUNTY URBAN SEDIMENT POLLUTION AND WATER RUN-OFF CONTROL REGULATIONS" ADOPTED BY THE DELAWARE COUNTY COMMISSIONERS.
- BE ADVISED: A SUBSURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET, IF LOCATED ON THIS PROPERTY, MUST BE MAINTAINED AT ALL TIMES.
- OFFSITE EASEMENTS SHOWN ON THIS PLAT NOT PREVIOUSLY DEDICATED SHALL BE HEREBY DEDICATED WITH THIS PLAT.
- LOTS ARE SUBJECT TO TEMPORARY AND/OR PERMANENT EASEMENTS TO ALLOW THE CONSTRUCTION OPERATION AND MAINTENANCE OF STORM SEWER, STORM WATER DRAINAGE, DETENTION, SANITARY SEWER, WATERLINE, UNDERGROUND ELECTRIC, AND TELEPHONE CABLES, ALL ARE AS, OR MAY BE, REQUIRED FOR THE DEVELOPMENT OF "SCIOTO RESERVE EXPANSION SECTION 1, PHASE B".
- NO DRIVEWAY SHALL BE LOCATED SO THAT IT ENTERS A PUBLIC ROAD WITHIN FORTY (40) FEET OF THE INTERSECTION OF THE RIGHTS-OF-WAY OF ANY TWO (2) PUBLIC ROADS.
- PRESERVATION EASEMENTS ARE TO BE OWNED AND MAINTAINED BY SCIOTO RESERVE EXPANSION HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OPEN SPACE. UNTIL SUCH HOMEOWNERS ASSOCIATION IS FORMED, THE DEVELOPER WILL MAINTAIN SAID EASEMENTS.
- OPEN SPACES 1 THROUGH 5 (ONE-6797, TWO-6799, 3-6796, FOUR-6795, FIVE-6793) ARE TO BE OWNED AND MAINTAINED BY THE SCIOTO RESERVE EXPANSION HOMEOWNERS ASSOCIATION (SINGLE-FAMILY DEVELOPMENT), UNTIL SAID ASSOCIATION IS ESTABLISHED, THE DEVELOPER SHALL MAINTAIN SAID OPEN SPACES.
- OPEN SPACES 6 (SIX-LOT 6800) AND 7 (SEVEN-LOT 6802) ARE TO BE OWNED AND MAINTAINED BY A CONDOMINIUM ASSOCIATION AFFILIATED WITH LOT 6801 (MULTI-FAMILY DEVELOPMENT). UNTIL SAID ASSOCIATION IS FORMED, OWNER OF FEE SIMPLE TITLE OF SAID LOT 6801 SHALL MAINTAIN OPEN SPACES 6 (SIX) AND 7 (SEVEN).
- LOT 6798 IS TO BE MAINTAINED BY THE OWNER OF FEE SIMPLE TITLE.
- APPROVAL OF THIS PLAT BY THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION, THE DELAWARE COUNTY COMMISSIONERS AND/OR ANY OTHER GOVERNMENTAL AUTHORITY SHALL IN NO WAY CONSTITUTE A DEDICATION OR ACCEPTANCE OF THE PRIVATE STREET SHOWN THEREON, AND ALL SUCH PRIVATE STREET(S) SHALL BE AND REMAIN A PRIVATE ACCESS WAY, AND THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION, THE DELAWARE COUNTY COMMISSIONERS AND EVERY OTHER PUBLIC AUTHORITY SIGNING THIS PLAT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR OR ARISING OUT OF THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND/OR USE OF ANY SUCH PRIVATE STREET. THE OWNERS OF THESE LOTS AND THEIR SUCCESSORS AND ASSIGNS AGREE TO AND SHALL BE BOUND BY THE FOREGOING PROVISION, WHICH PROVISION SHALL BE DEEMED TO BE AND IS A COVENANT RUNNING WITH THE LAND.

FLOOD DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DESIGNATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3901460185 J AND PANEL NUMBER 3901460205 J, DATED APRIL 21, 1999.

ZONING

(PRD) PLANNED RESIDENTIAL DISTRICT

SUBDIVISION PLAT

SCIOTO RESERVE EXPANSION
SECTION 1, PHASE B
CONCORD TOWNSHIP
DELAWARE COUNTY, OHIO

Floyd Browne Group
Central Ohio
740.363.6792
740.363.6536 fax
www.floydbrowne.com
Offices Throughout Ohio & West Virginia
DATE APRIL 28, 2006 CADD FILE PLAT-FINAL-SHT2
JOB NO. 10-04178-010 APPROVED MARK SMITH

MONUMENT LEGEND

- WOOD CORNER POST
- IRON PIN FOUND
- ◆ SURVEYOR'S NAIL FOUND
- ⊙ IRON PIPE FOUND
- ✕ SPIKE FOUND
- IRON PIN SET
- ✕ SPIKE SET
- ⊙ 1" PERMANENT PLAT MONUMENT SET
- 6798 LOT NUMBER
- 0000 ADDRESS
- (R) RADIAL

0' 60' 120' 180'
ORIGINAL SCALE 1" = 60'

AWK DEVELOPMENT, LLC
8 ACRES
O.R.V. 674, PAGE 2080

THE BOARD OF EDUCATION OF THE
BUCKEYE VALLEY LOCAL SCHOOL DISTRICT
24.201 ACRES
O.R.V. 626, PAGE 2311

23.180 AC
6798

(1.027 ACRES IN RIGHT-OF-WAY
LOCATED WITHIN 24.201 ACRES)

PAUL JANTON SPRING
& JUDITH SPRING
1.731 ACRES
O.B. 415, PAGE 640

PAUL JANTON SPRING
& JUDITH SPRING
2.0 ACRES
O.B. 3, PAGE 271

PAUL JANTON SPRING
& JUDITH SPRING
2.0 ACRES
O.B. 3, PAGE 209

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 3

C/L HYATTS ROAD (C.R. 123)

80' RIGHT-OF-WAY (2.190 ACRES)
TO BE DEDICATED TO DELAWARE COUNTY

FARM LOT 19 (19-3-2)

FARM LOT 40 (19-4-3)

FARM LOT 39 (19-4-4)

FARM LOT 19 (19-3-2)



An **AEP** Company

BOUNDLESS ENERGYSM

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

11/10/2017

Mr. Chad Keaton
Terrain Evolution
720 E Broad St, Suite 203
Columbus, OH 43215

RE: AVAILABILITY OF ELECTRICAL SERVICE

The Reserve

To Whom It May Concern:

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

Our records indicate your project, a residential development, is located on the north side of Hyatts Rd and half a mile east of S Section Line Rd, Berlin Township, Delaware County, Ohio.

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

Sincerely,

Erik Schaas
Customer Design Supervisor



November 21, 2017

Attention: Chad Keaton
Terrain Evolution

Re: Gas Availability for a 57 unit condo project on the Northside of Hyatts Road, East of Chancel Gate Drive in Powell, Ohio aka the Scioto Reserve Expansion

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 at the intersection of Hyatts and Chancel Gate and also at the intersection of Scioto Chase Blvd. It appears that a main line extension may be necessary; however, plans are needed to determine this. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. At this time capacity is available; however, due to growth in the area, capacity will need confirmed once complete project information and other requested information is released to the COH New Business Team. At that time Gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

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

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

Sincerely,

A handwritten signature in black ink that reads "Donna Young".

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



2780 Liberty Rd.
Delaware Ohio 43015

November, 17 2017

Chad Keaton
Terrain Evolution
720 East Broad St.
Suite 203
Columbus, OH 43215

Reference: Utility Service Request – #41933003001000

Dear Chad :

This letter is being issued to you to confirm that Frontier Communications will provide any telecommunications services required to the proposed Single Family Lot parcel for Residential development located in Delaware County on Hyatts Rd Concord Township.

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

Sincerely,

Robert Chandler

Robert Chandler
Network Engineer – Frontier Communications

P.O. Box 2553
Columbus, Ohio 43216
Tel. (614) 481-5263
Fax (614) 255-6428



November 20, 2017

Terrain Evolution
Justin Wollenberg
720 E Broad St Suite 203
Columbus, OH 43215

RE: The Reserve, Hyatts Rd, Concord Twp, Delaware County, OH

Dear Mr. Wollenberg:

This letter is to confirm that Charter Communications has the capacity and ability to provide advanced cable, high speed internet and digital phone services to The Reserve, Hyatts Rd, Concord Twp, Delaware County, OH.

Please contact Raynor Holmes at 614-255-2763 in order to execute a Right-of-Entry agreement for this development.

If you have any questions give me a call at 614-481-5263 and I will be happy to discuss any engineering/construction issues on this project.

Thank You!

A handwritten signature in black ink, appearing to read "Kevin D. Rich", written in a cursive style.

Kevin D. Rich
Construction Manager
kevin.rich1@charter.com



November 1, 2017

APPROVED

By mlove at 9:20 am, Nov 20, 2017

Mr. John Piccin, PE, PS
Delaware County Engineer's Office
50 Channing Street
Delaware, OH 43015

Re: Scioto Reserve School Site Traffic Analysis
Concord Township, Delaware County, Ohio

Please consider this letter a summary of the analysis required for the subject development.

BACKGROUND

The site is proposed to be developed with 60 condominium units that are marketed to “empty nesters”. The site is located on the north side of Hyatts Road near Scioto Chase Boulevard. Figure 1 attached shows the location of the site. A full access is proposed on Hyatts Road opposite Scioto Chase Boulevard. Figure 2 attached shows the site plan. Access to Hyatts Road is controlled by the Delaware County Engineers Office (DCEO). The DCEO is requiring a traffic analysis for the site.

EXISTING CONDITIONS

Hyatts Road is currently two lanes at the site access. Hyatts Road has a speed limit of 50 MPH and is classified as a Minor Arterial in the Delaware County Thoroughfare Plan. There is an existing approximately 215-foot (including a 50-foot diverging taper) eastbound left turn lane on Hyatts Road at the location of the proposed site access.

PROJECTED SITE TRAFFIC

Trip Generation for the development was calculated using the *Trip Generation Manual, 10th Edition*. The condominium units will be marketed to “empty nesters”. Since the proposed zoning is not age restricted, the DCEO requires that a non-age related residential land use be applied. The most representative land use meeting this criterion is “Single-Family Detached Housing” (ITE Code #210). Table 1, which is attached, shows the trip generation calculations.

TRAFFIC ANALYSIS

Turn Lane Warrant Analysis

Left Turn Lanes – According to the *TIS Standards*, there are three criteria to examine to determine if left turn lanes are warranted at the site access. The first criterion is the procedure found in the *State Highway Access Management Manual (SHAMM)* published by ODOT. The second criterion is on roadways classified as Major or Minor Arterials with speeds greater than 40 MPH. The third criterion is on Major Collector with speeds greater than 40

MPH and more than 10 left turning vehicles during the peak hour for full build-out of the development. For Hyatts Road, the left turn lane warrant would be met by the second criterion. A left turn lane exists at the site access.

Right Turn Lanes - Per the *TIS Standards*, the procedure for determining whether a right turn lane is required is according to the procedures found in the *SHAMM*. In the *Clark Shaw Moors Traffic Impact Study REV 2*, the distribution of traffic assumed was 70% to/from the east and 30% to/from the west. Applying this to the trips generated by the development results in 27 right turns into the site in the PM Peak Hour. To warrant a right turn lane, there would need to be approximately 600 vehicles westbound on Hyatts Road in the PM Peak Hour. A 2016 count on Hyatts Road east of Section Line Road indicates a volume of 151 vehicles westbound. (PM Peak Hour for 2-Way traffic is 4:45-5:45 PM) Since this is only 25% of the threshold value, a right turn lane is not warranted. The existing 2016 count and graph from the *SHAMM* is attached for reference.

Left Turn Lane Length

Per Section 400 of the *ODOT L&D Manual*, the left turn lane length based on a 50 MPH speed is 225 feet which includes the 50-foot diverging taper. The calculation is attached. The existing striping results in a turn lane length of 215 feet, but the road was likely initially widened based on a 50 MPH design speed. Therefore, the length requirement of the lane is substantially met.

CONCLUSIONS

Per the DCEO's *TIS Standards*, a westbound left turn lane warrant is met. The length requirement of the existing lane is substantially met. An eastbound right turn lane is not warranted. As a result, there are not any improvements associated with the development of the subject site.

Please let me know if you have any questions. Thank you.

Sincerely,

SMART SERVICES, INC.



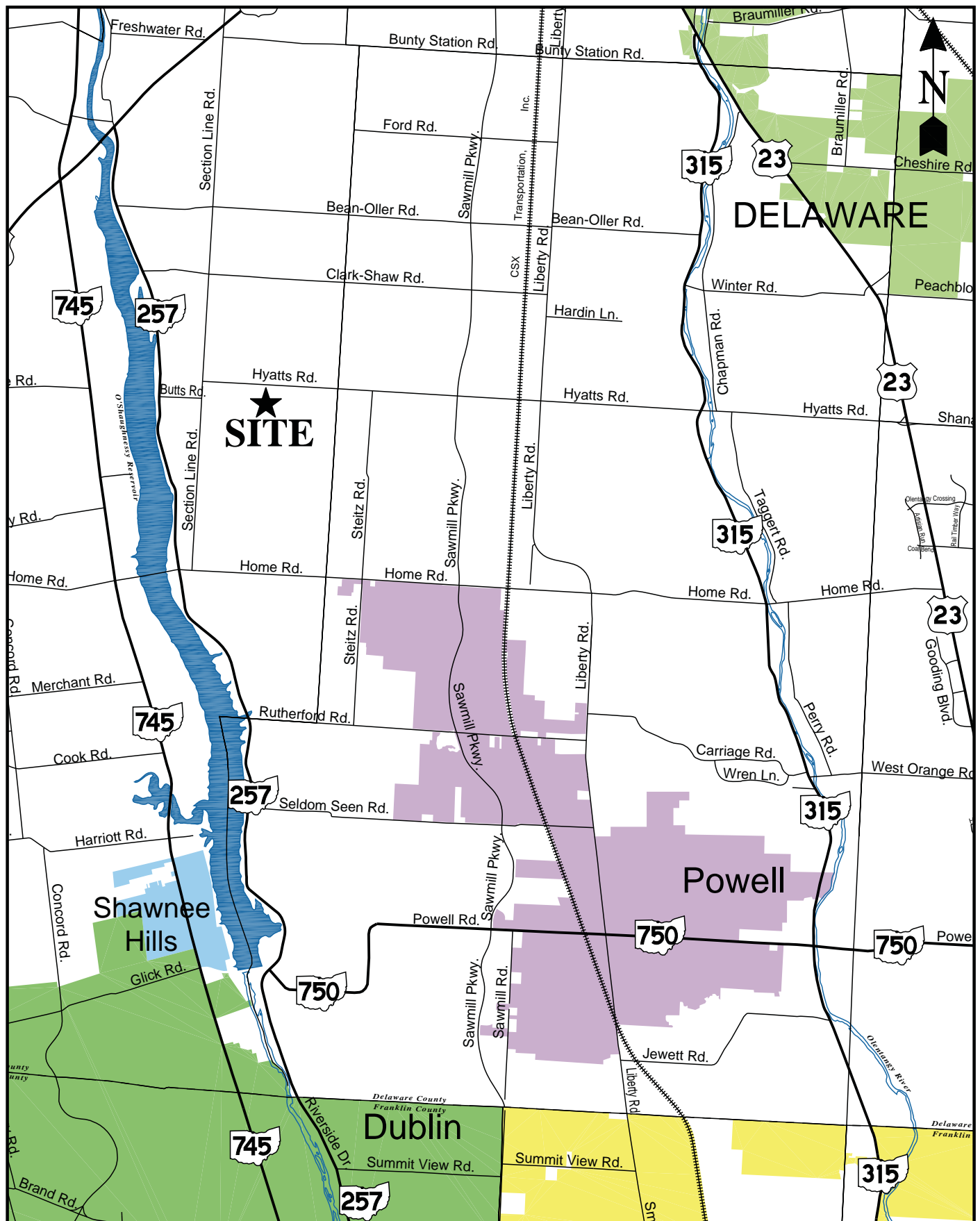
Registered Engineer No. E-64507, Ohio
Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

11-01-2017
Date



Cc: J. Thomas, Jr. – Metro Development
Submitted: One electronic copy (PDF format) via e-mail





SCIOTO RESERVE SCHOOL SITE TRAFFIC ANALYSIS

PREPARED BY: **SMART**
SERVICES, INC. 10/2017

FIGURE 1

SITE LOCATION



**SCIOTO RESERVE SCHOOL SITE
TRAFFIC ANALYSIS**

PREPARED BY:  10/2017

FIGURE 2

SITE LAYOUT

Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 10th Edition</i> (Unless noted Otherwise)	Override with Average	Regression Equation from: <i>Trip Generation Manual 10th Edition</i>	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
1	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 60 Dwelling Units	Daily	Weekday	<input type="checkbox"/>	$\ln(T)=0.92\ln(X)+2.71$	650	50%	325	50%	325
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	<input type="checkbox"/>	$T=0.71(X)+4.80$	47	25%	12	75%	35
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	<input type="checkbox"/>	$\ln(T)=0.96\ln(X)+0.20$	62	63%	39	37%	23
				<input type="checkbox"/>						
TOTALS			Daily	<input type="checkbox"/>		650		325		325
			AM Peak			47		12		35
			PM Peak			62		39		23

Scioto Reserve School Site Traffic Access Study - 10/2017

TABLE 1 - SITE TRIP GENERATION SUMMARY

(1) PROP. SITE ACCESS/SCIOTO CHASE BLVD. & HYATTS ROAD - EB LT - 2018 'BUILD'

Critical Analysis Period: PM PEAK

Type = Unsignalized Through Road

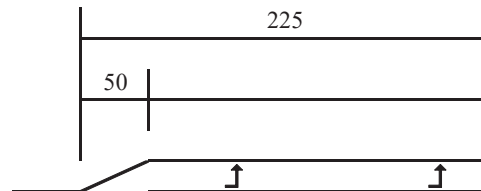
Speed = 50 MPH

Cycle Length = 60 seconds

Storage Length (Adj) = NA

Deceleration/Div. Taper = 225 feet

Turn Lane Length = 225 feet



Design Condition = B

Storage Length (Calc) = 50 feet

Calculations based on 401-7E in ODOT L&D Manual. All dimensions are in feet.

**SCIOTO RESERVE SCHOOL SITE
TRAFFIC ACCESS STUDY**

PREPARED BY:  10/2017

APPENDIX

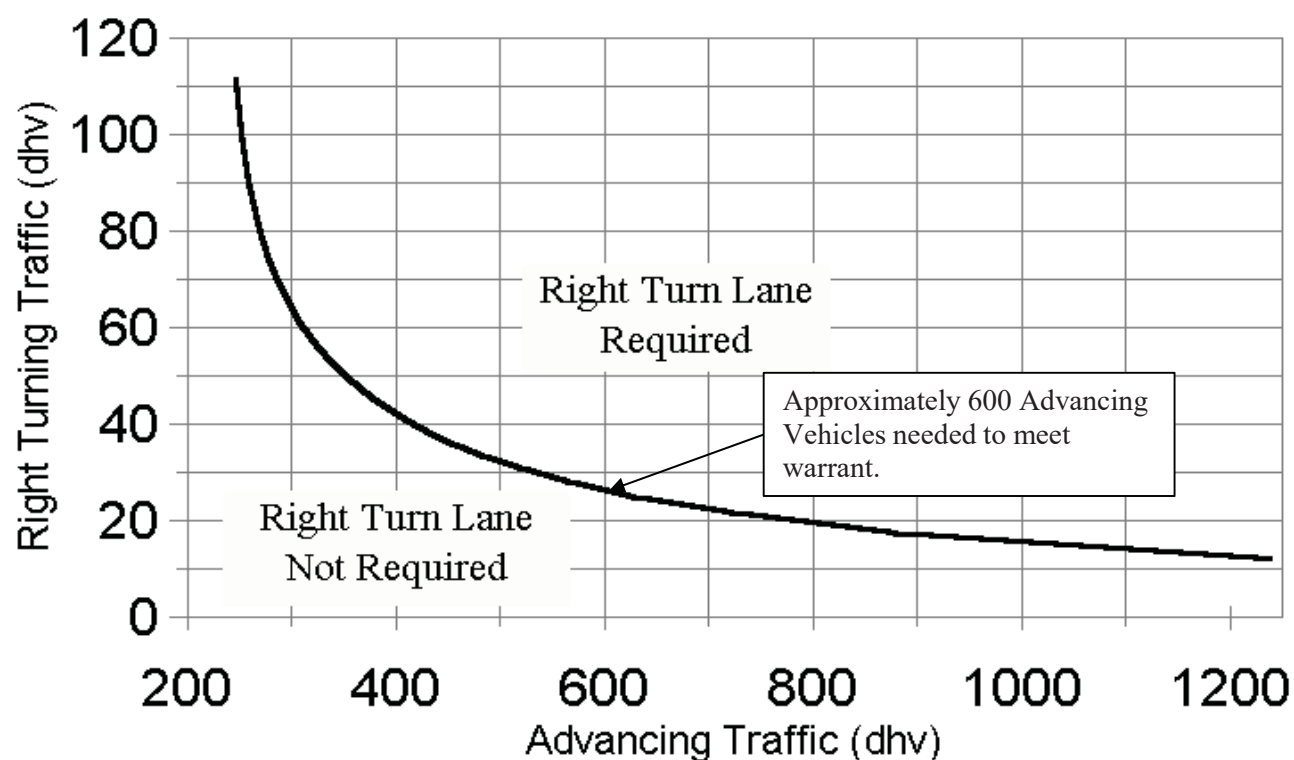
LEFT TURN LANE CALCULATIONS

Location Info					Count Data Info	
Location ID	95 015E_EB				Start Date	3/23/2016
Type	I-SECTION				End Date	3/24/2016
Functional Class	URBAN MINOR ART				Start Time	12:00 AM
Located On	HYATTS RD				End Time	12:00 AM
Between	AND				Direction	
Direction	EB				Notes	
Community	-				Count Source	
MPO_ID					File Name	hyatts_w_sectionline.xlsx
HPMS ID					Weather	
Agency	MORPC				Study	
					Owner	morpc
Interval: 15 mins						
Time	15 Min				Hourly Count	
	1st	2nd	3rd	4th		
00:00 - 01:00	0	1	0	0	1	
01:00 - 02:00	0	0	1	0	1	
02:00 - 03:00	0	0	0	0	0	
03:00 - 04:00	0	0	0	0	0	
04:00 - 05:00	1	0	1	2	4	
05:00 - 06:00	1	3	5	3	12	
06:00 - 07:00	16	9	16	13	54	
07:00 - 08:00	36	19	36	22	113	
08:00 - 09:00	22	26	17	19	84	
09:00 - 10:00	17	16	20	14	67	
10:00 - 11:00	11	12	14	13	50	
11:00 - 12:00	9	14	13	12	48	
12:00 - 13:00	14	18	14	8	54	
13:00 - 14:00	13	19	14	15	61	
14:00 - 15:00	20	23	12	16	71	
15:00 - 16:00	20	18	12	25	75	
16:00 - 17:00	18	30	29	33	110	
17:00 - 18:00	42	38	38	26	144	
18:00 - 19:00	24	15	25	19	83	
19:00 - 20:00	9	18	10	9	46	
20:00 - 21:00	9	13	5	5	32	
21:00 - 22:00	5	6	4	5	20	
22:00 - 23:00	3	4	2	1	10	
23:00 - 24:00	0	1	0	1	2	
TOTAL					1142	

Location Info					
Location ID	95 015E_WB				
Type	I-SECTION				
Functional Class	URBAN MINOR ART				
Located On	HYATTS RD				
Between	AND				
Direction	WB				
Community	-				
MPO_ID					
HPMS ID					
Agency	MORPC				
Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	1	0	0	2	3
01:00 - 02:00	2	0	0	0	2
02:00 - 03:00	0	0	0	1	1
03:00 - 04:00	0	0	0	1	1
04:00 - 05:00	1	1	1	0	3
05:00 - 06:00	4	1	2	0	7
06:00 - 07:00	9	13	19	19	60
07:00 - 08:00	31	35	28	28	122
08:00 - 09:00	40	24	41	32	137
09:00 - 10:00	25	25	15	10	75
10:00 - 11:00	21	12	13	14	60
11:00 - 12:00	10	12	14	10	46
12:00 - 13:00	12	21	18	14	65
13:00 - 14:00	21	12	20	15	68
14:00 - 15:00	19	17	16	23	75
15:00 - 16:00	14	27	19	34	94
16:00 - 17:00	30	32	29	39	130
17:00 - 18:00	46	26	40	29	141
18:00 - 19:00	44	22	17	21	104
19:00 - 20:00	18	23	8	21	70
20:00 - 21:00	17	12	9	15	53
21:00 - 22:00	8	11	8	6	33
22:00 - 23:00	6	4	2	6	18
23:00 - 24:00	2	4	3	0	9
TOTAL					1377

Count Data Info	
Start Date	3/23/2016
End Date	3/24/2016
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	
Count Source	
File Name	hyatts_w_sectionline.xlsx
Weather	
Study	
Owner	morpc

> 40 mph or 70 kph Posted Speed



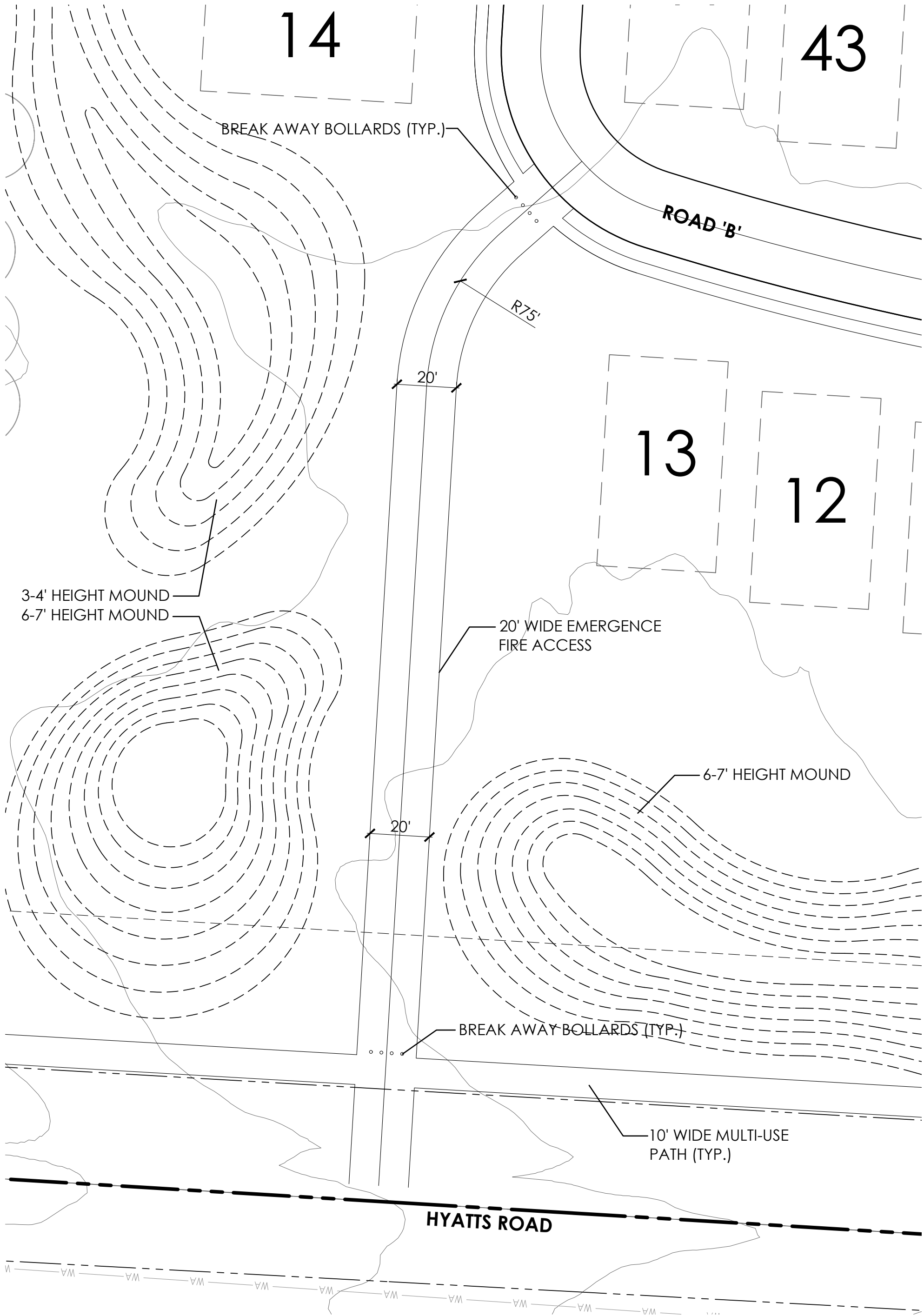
WARRANT SUMMARY

[illegible]

PREPARED BY:  **SMART**
SERVICES, INC. 10/2017

2 LANE HIGHWAY RIGHT TURN LANE WARRANT (> 40 MPH)

Exhibit "F"- Fire Access and Pavement Elevation



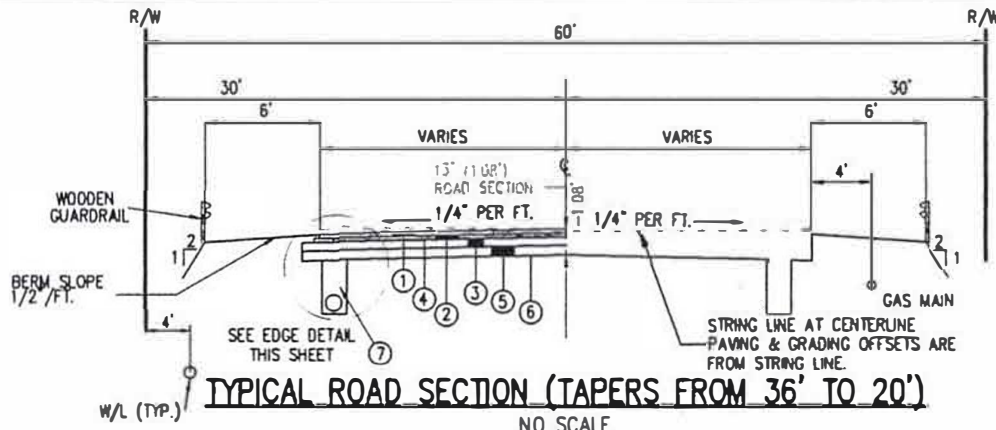
FIRE ACCESS ENLARGEMENT PLAN

EXHIBIT F-1

- ③ 6.0"(0.50') # 301 BITUMINOUS AGGREGATE BASE
④ # 408 BITUMINOUS PRIME COAT (RC-30,MC-70,
RS-2,RS-1 OR RT-2) @ 0.35 GAL./SQ.YD.

⑦

No. 8 STONE WITH
POLYETHYLENE TUBING
SUBGRADE



OLENTANGY FALLS BOULEVARD (1+50.00-2+70.00)

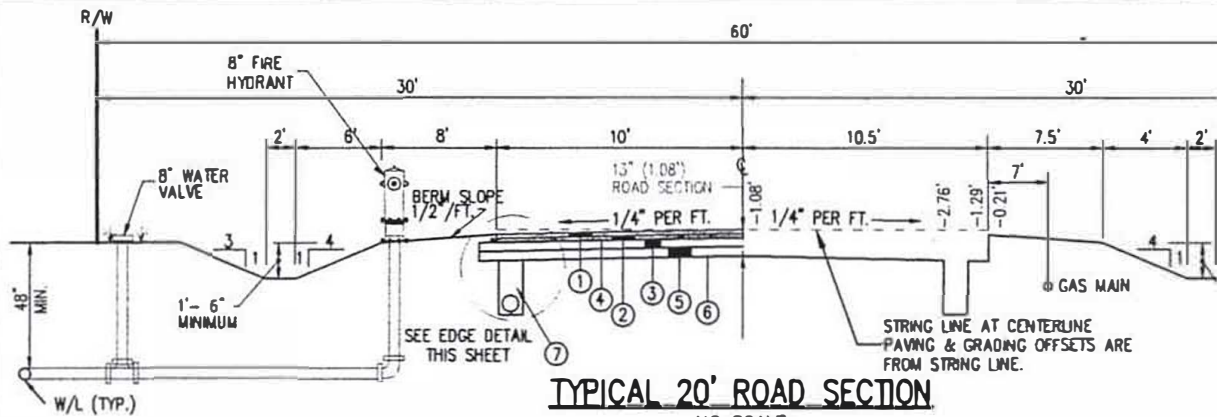
EP = CL ELEVATION - VARIES

LEGEND

- | | |
|---|--|
| ① 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | ⑤ 4.0"(0.33') # 304 AGGREGATE BAS |
| ② 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | ⑥ # 203 SUBGRADE COMP |
| ③ 6.0"(0.50') # 301 BITUMINOUS AGGREGATE BASE | ⑦ No. 8 STONE W/ POLYETHYLENE 1 SUBGRADE |
| ④ # 408 BITUMINOUS PRIME COAT (RC-30,MC-70, RS-2,RS-1 OR RT-2) @ 0.35 GAL./SQ.YD. | |

RUTH CROSSING

SN_s = 3.71
ADT = 1090
CBR = 2.9



OLENTANGY FALLS BOULEVARD (2+70.00-5+12.57)

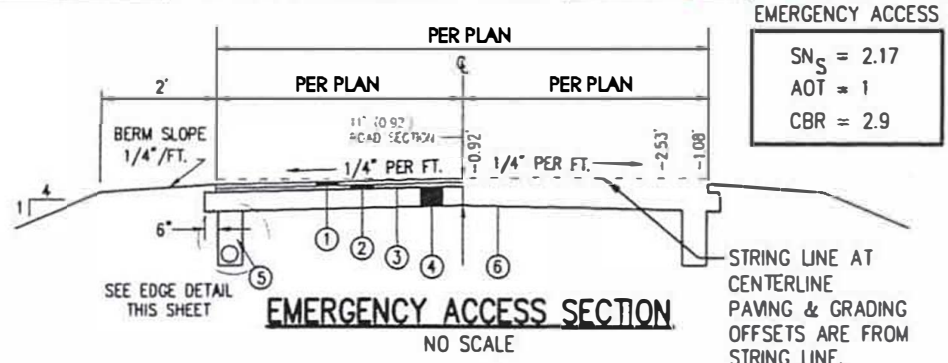
EP = CL ELEVATION - 21'

LEGEND

- | | |
|---|---|
| ① 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | ⑤ 4.0"(0.33') # 304 AGGREGATE BASE |
| ② 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | ⑥ # 203 SUBGRADE COMPA |
| ③ 6.00"(0.44') # 301 BITUMINOUS AGGREGATE BASE | ⑦ No. 8 STONE WITH POLYETHYLENE TU SUBGRADE |
| ④ # 408 BITUMINOUS PRIME COAT (RC-30,MC-70, RS-2,RS-1 OR RT-2) @ 0.35 GAL./SQ.YD. | |

ALICIA KELTON DRIVE

SN_s = 3.71
AOT = 820
CBR = 2.9



EMERGENCY ACCESS (0+46.43-6+14.00)

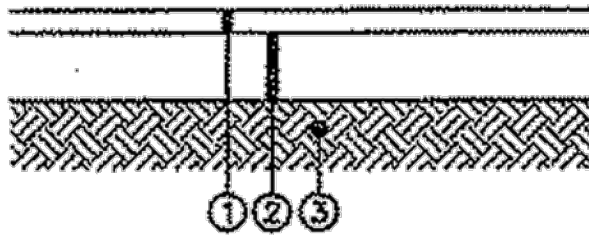
(PLEASE REFER TO SHEET 11 OF 27 FOR PAVEMENT COMPOSITION FOR STATIONS 6+20.00-6+50.00)
EP = CL ELEVATION - 16'

LEGEND

- | | |
|--|--|
| ① 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | |
| ② 1.5"(0.13') # 448 ASPHALT CONCRETE (85-100) OR AC-20 | |
| ③ # 408 BITUMINOUS PRIME COAT (RC-30,MC-70, RS-2,RS-1 OR RT-2) @ 0.35 GAL./SQ.YD. | |
| ④ 8.0"(0.66') # 304 AGGREGATE BASE | |
| ⑤ No. 8 STONE WITH 4" PERFORATED CORRUGATED POLYETHYLENE TUBING, MIN. 6" BELOW BOTTOM SUBGRADE | |
| ⑥ # 203 SUBGRADE COMPACTION | |

NOTE:

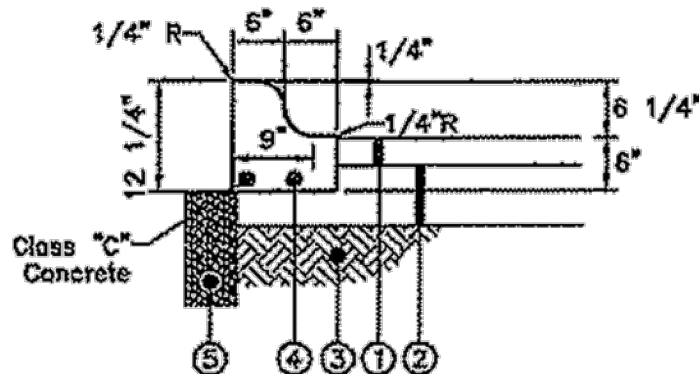
CONTRACTOR TO PAVE EMERGENCY ACCESS TO RADIUS RETURNS USING THE ALICIA KELTON DRIVE PAVEMENT COMPOSITION.



TYPICAL SECTION

- ① Item 448, 1-1/2" Asphalt Concrete, Surface Course
- ② Item Spec, 6" Roller Compacted Concrete (RCC) Base.
- ③ Item 204, Subgrade Compaction

TYPICAL HEAVY DUTY PAVEMENT SECTION
(DRIVE AISLES/PARKING)
 Not to Scale



- ① Item 448, 1 1/2" Asphalt Concrete
- ② Item Spec, 6" Roller Compacted Concrete
- ③ Item 204, Subgrade Compaction
- ④ Item 609, 12" Concrete Tilt Out Curb
- ⑤ Item 605, 4" Pipe Underdrain
See Sheet 15 for location

12" CONCRETE TILT OUT CURB
 Not to Scale

Exhibit "G" – Architectural Specs and Plans

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

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

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

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

SECTION 302

FIRE-RESISTANT CONSTRUCTION

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

Exceptions:

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

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

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

302.2 Residential structures with more than two dwelling units.

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

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

TABLE R302.1
EXTERIOR WALLS

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

For SI: 1 foot = 304.8 mm.

N/A = Not Applicable.

EXHIBIT G-1

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

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

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

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

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

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

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

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

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

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

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

Exceptions:

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

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

Exceptions:

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

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

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



CONDO AREA 'C'
THE RESERVE
ARCHITECTURAL CHARACTER

EXHIBIT G-2

SIDING AND TRIM SELECTIONS



Board and Batten Vertical
Siding on Front Elevation

SIDING COLOR
TO BE :

ASPEN WHITE

TRIM PAINT TO
BE WHITE

**Images shown not
in Aspen White*



4" Horizontal Siding on Side
and Rear Elevations

Performance Features

- True-milled finish
- Low-gloss cedargrain finish
- Extra thick .092" full rollover HurriCrane nailing
- Specially designed double nailing hem
- Full 3/4" profile edge assures straight walls
- Crisp 1/2" profile edge straightens walls
- Extra-long 16' panels means up to 33% fewer seams
- Seamless appearance enhances beauty and rigidity
- .046" nominal thickness
- Lifetime Limited Warranty

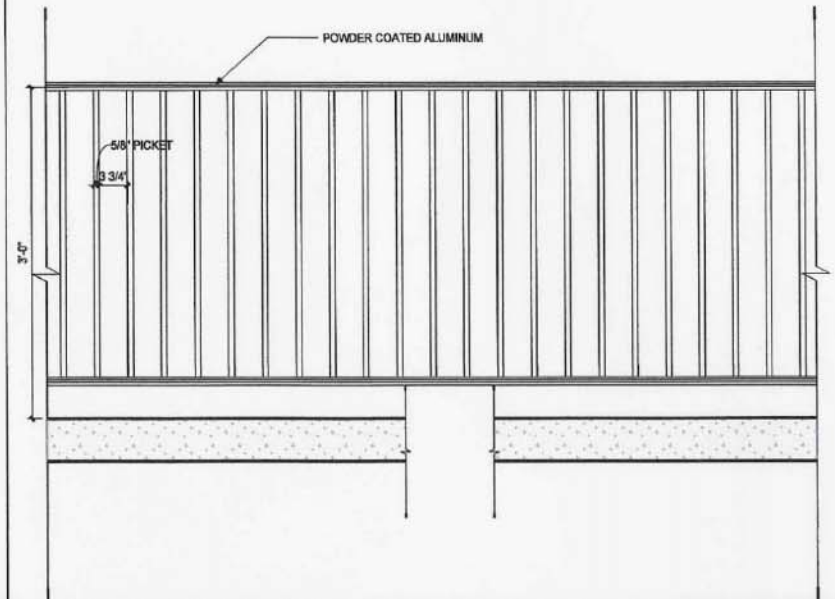
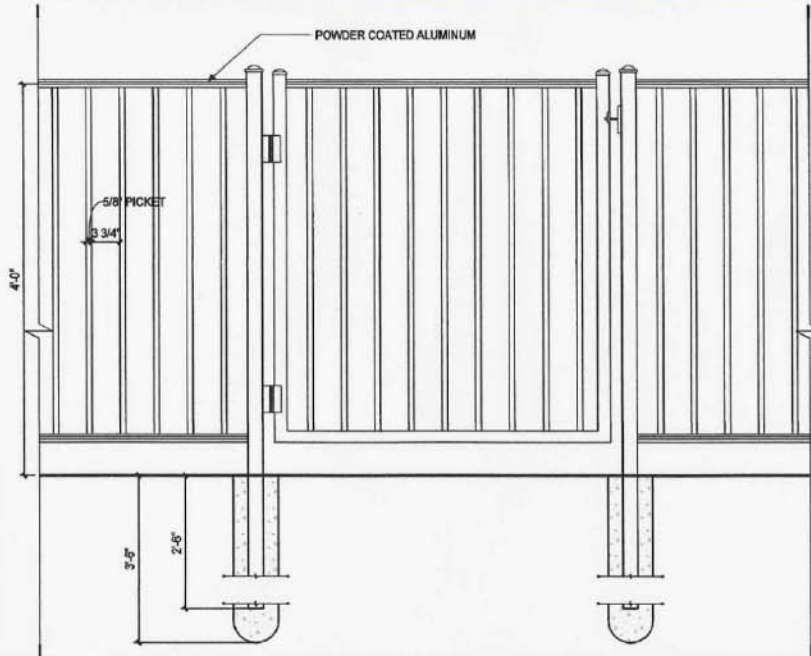
Performance Features

- True-grain wood finish 1/2" profile edge
- .040" nominal thickness
- Available in 14 colors
- Lifetime Limited Warranty

Exterior Trim: Composite Smart Side™

We reserve the right to modify our exterior finish options at any time due to current product offerings

FENCING OPTIONS



1

OPT. SEPERATION FENCE DETAIL N.T.S.

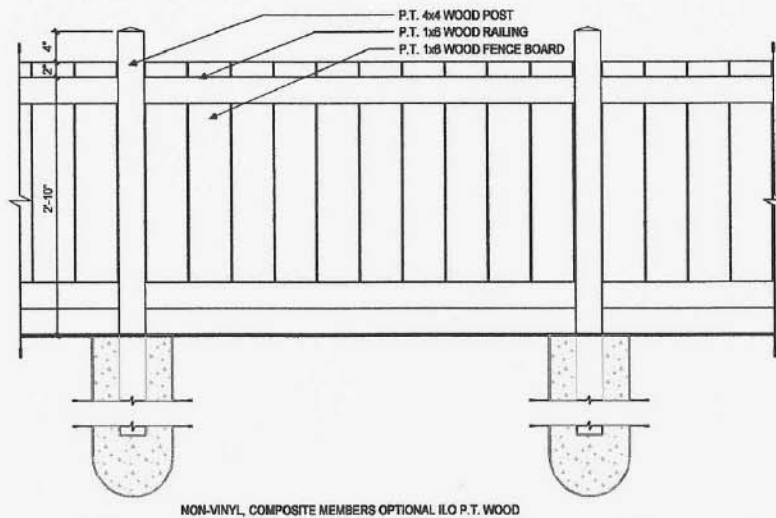
2

OPTIONAL PORCH RAILING N.T.S.

Color: Black

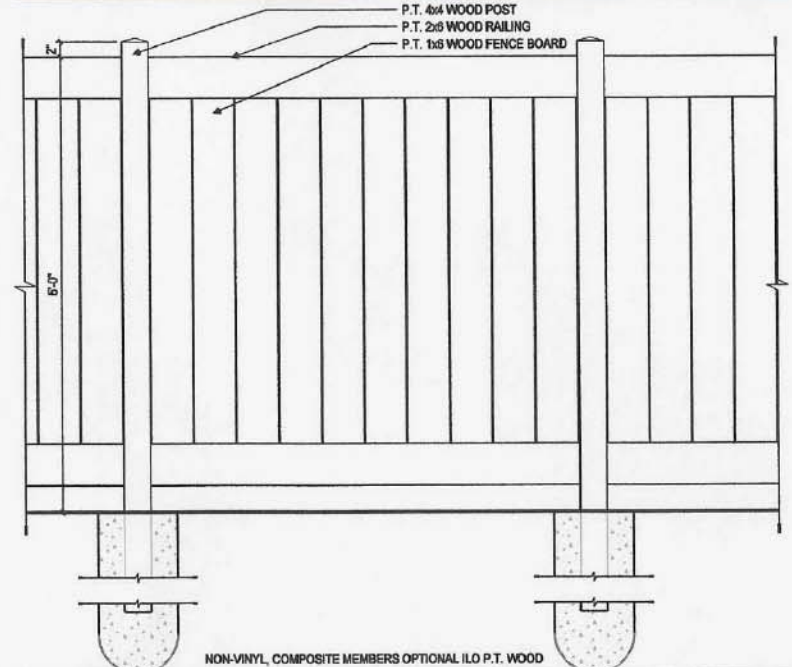
Color: Black

(Fencing Options continued)



1 OPT. ENTRY BARRIER FENCE DETAIL N.T.S.

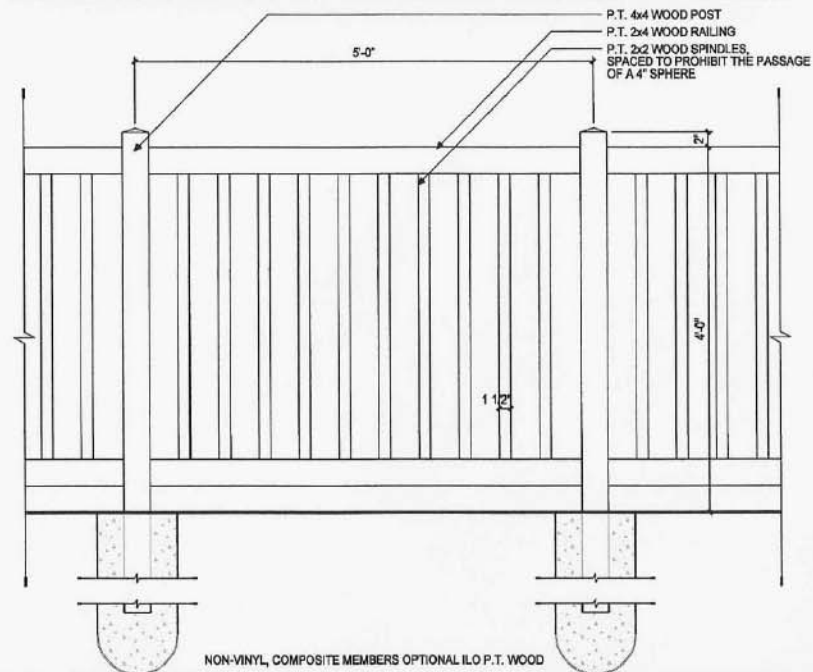
Color: White



2 OPTIONAL PATIO SCREENING FENCE N.T.S.

Color: White

(Fencing Options continued)



1

OPT. SIDE AND REAR PRIVACY FENCE DETAIL N.T.S.

Color: White

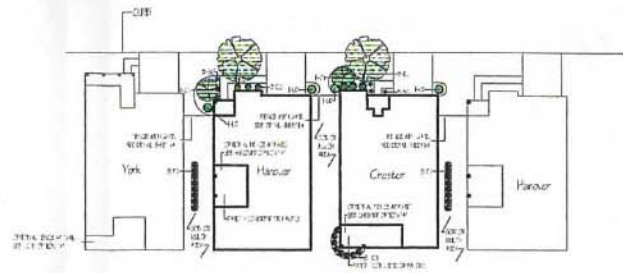
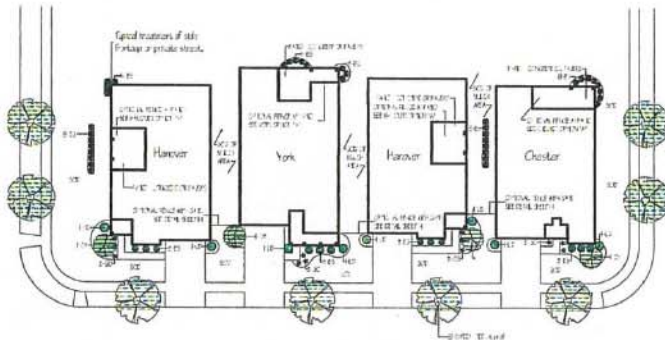
*Planting Requirements for Each Unit Include:

- 1 - Street Tree
- 1 - Ornamental Tree (OT)
- 2 - Large Deciduous Shrubs (LD)
- 11 - Evergreen Shrubs (ES)
- 3 - Ornamental Shrubs (OS)

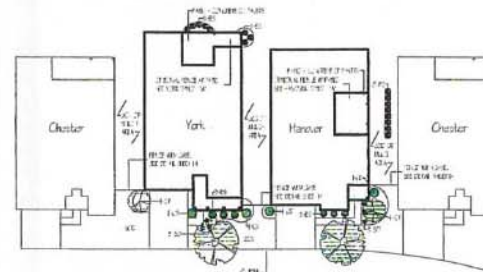
Units with side frontage on private streets will include two additional Street Trees and four additional Evergreen Shrubs (unless elevation fronting private street design incorporates more than four evergreen shrubs with typical side frontage design).

*Notes:

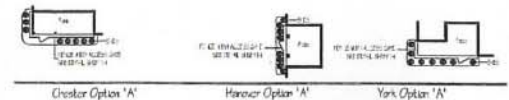
1. Location of all plantings are typical and may be adjusted in field at time of planting.
2. Evergreen shrub plantings associated with Hanover patio screening shall be placed to accommodate future building construction of adjacent unit if unit not constructed at time of planting.
3. If patio incorporates fence, fence shall be screened with plantings as detailed by Chester Option 'A', Hanover Option 'A', or York Option 'A' (see detail below)



*NOTE - SEE SITE LANDSCAPE PLAN FOR
REARMED IN COLOR AND/ OR AS REFERRED TO

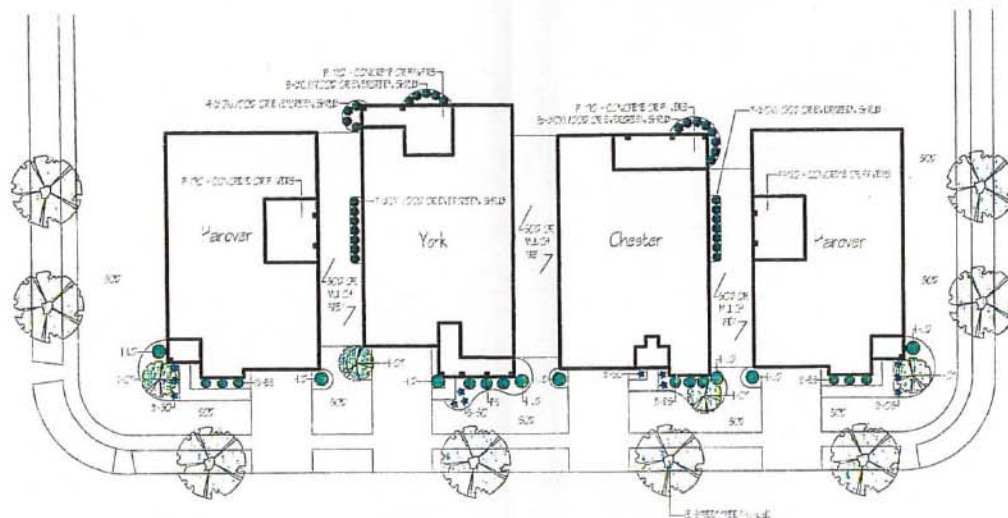


Key	Description	Size
ST	Street Tree	2nd Caliper
OT	Ornamental Tree	1.5-2nd Caliper
LD	Lg. Deciduous Shrub	#5 Container
ES	Evergreen Shrub	#5 Container
OS	Sm. Ornamental Shrub	#5 Container



Typical Unit Planting Plan Sub-Area B





Key	Description	Size
ST	Street Trees	2" Caliper
ES	Shawwood or Evergreen Shrub	23 Container
OT	Ornamental Tree	1.5-2" Caliper
LD	Leg. Deciduous Shrub	23 Container
ES	Evergreen Shrub	23 Container
SO	Sm. Ornamental Shrub	23 Container

Condo Exhibit A



5

NORTH

A simple compass rose with four lines intersecting at a central point, representing North, South, East, and West. The word 'NORTH' is written above the top line.

ILLUSTRATION OF CONCEPTUAL NEIGHBORHOOD CHARACTER



HANOVER-A

ACOCK
ASSOCIATES
ARCHITECTS

ILLUSTRATION OF CONCEPTUAL NEIGHBORHOOD CHARACTER



YORK-C

ACOCK
ASSOCIATES
ARCHITECTS

ILLUSTRATION OF CONCEPTUAL NEIGHBORHOOD CHARACTER



CHESTER-B

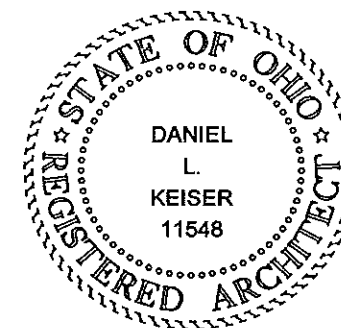
ACOCK
ASSOCIATES
ARCHITECTS

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UNPUBLISHED WORK

BALLANTRAE WOODS CENTRAL GREEN PAVILION

SCHOTTENSTEIN HOMES, LLC
140 MILL STREET, SUITE "A"
GAHANNA, OH 43230
PHONE: 614.478.1100



SHEET #

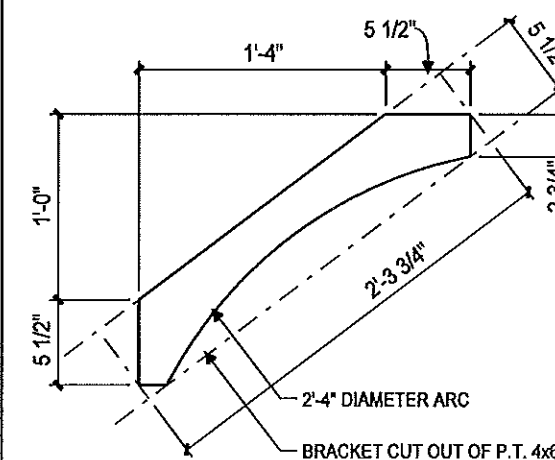
A2-1

DATE: 09.19.2017
CONSTRUCTION DOCUMENTS
KDG PROJECT # 2015-402

2

BRACKET DETAIL

SCALE: 1" = 1'-0"

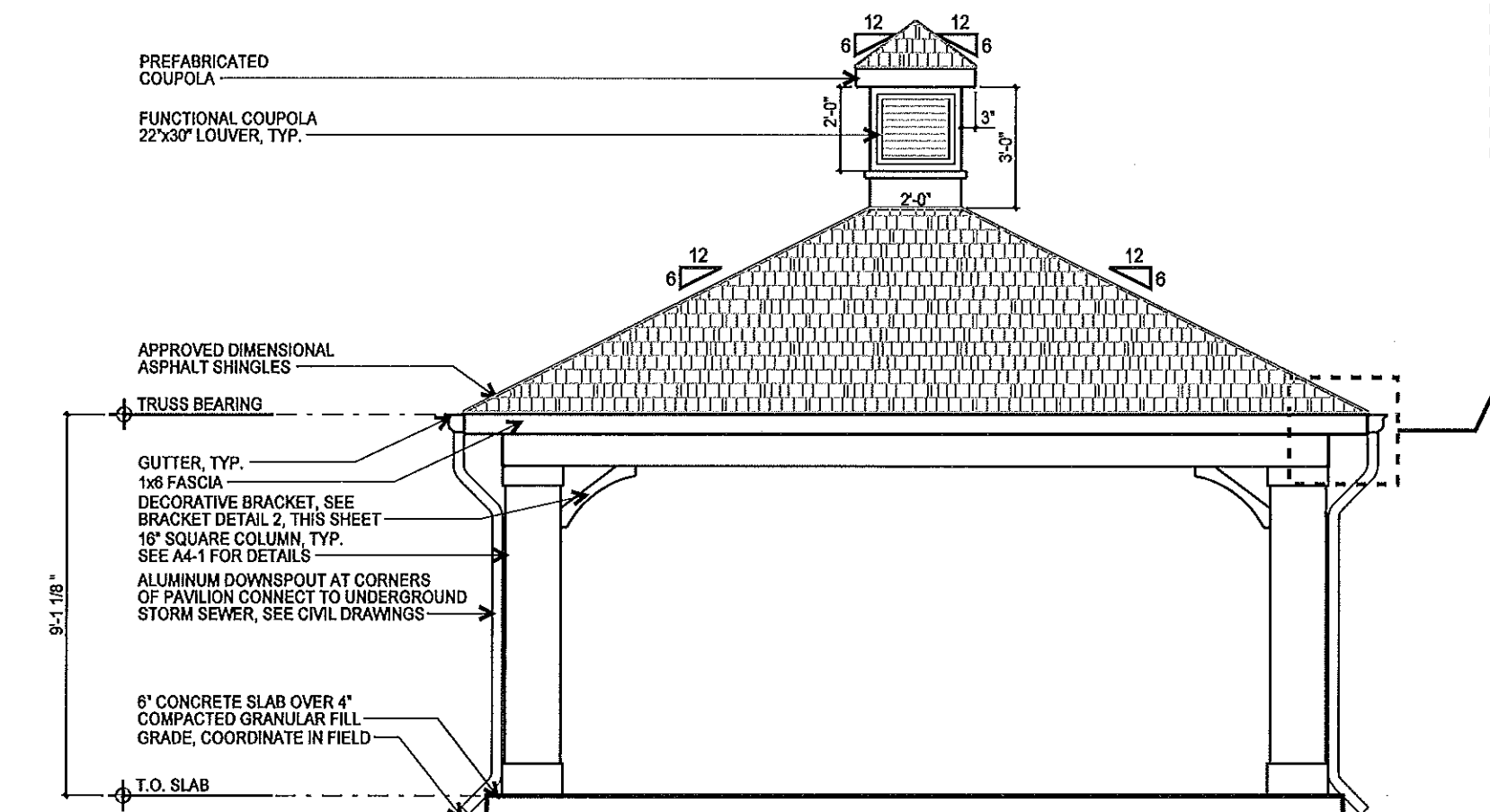
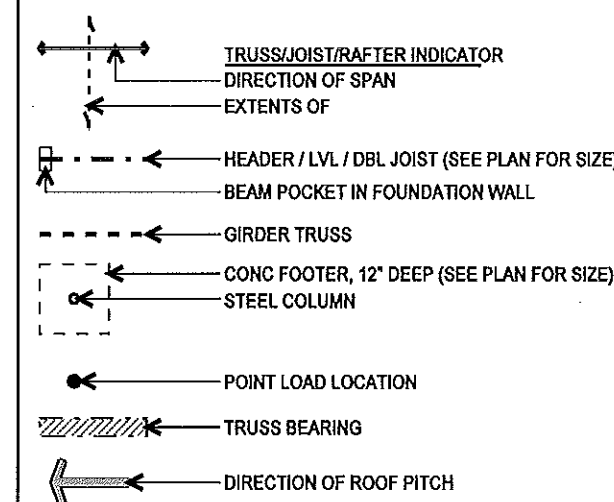


ELEVATION



PROFILE

STRUCTURAL LEGEND



1

ELEVATION

SCALE: 1/4" = 1'-0"

EXHIBIT G-3

Exhibit "H-1" – Sample Condo Declaration and Bylaws

107
54151

TRANSFERRED

JUL 24 2017

AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE

CONDOMINIUM PLAT BOOK NO 259 PAGE 011-034

PLAT# 201707240101122

The Cottages at Ballantrae Woods Condominium Declaration and Bylaws

AUDITOR'S CERTIFICATE

The undersigned hereby certifies that copies of the Declaration and Bylaws for The Cottages at Ballantrae Woods Condominium and all drawings and other exhibits thereto, were filed with the Auditor of Franklin County, Ohio this 24 day of July, 2017, as required by § 5311.06(B) of the Ohio Revised Code.



Franklin County Auditor

Deputy Auditor

This Instrument prepared by:
John A. Gleason
41 South High Street, Suites 2800-3200
Columbus, Ohio 43215

TABLE OF CONTENTS

Recitals.....	1
Definitions.....	1
The Plan	3
ARTICLE I. NAME, PURPOSE AND GENERAL DESCRIPTION.....	3
Section 1. Name	3
Section 2. Purpose	4
Section 3. General Description of the Buildings	4
Section 4. Adjacent Railroad Tracks.....	4
ARTICLE II. UNITS AND ALLOCATION OF UNDIVIDED INTERESTS	4
Section 1. Description of Units	4
Section 2. Unit Boundaries.....	4
Section 3. Unit Information.....	6
Section 4. Unit Designation.....	6
Section 5. Allocation of Allocated Interests.....	6
ARTICLE III. COMMON ELEMENTS	6
Section 1. Description of Common Elements	6
Section 2. Description of Limited Common Elements.....	6
Section 3. Title to the Common Elements.....	7
ARTICLE IV. ASSOCIATIONS.....	7
Section 1. Establishment of the Association	7
Section 2. Membership.....	7
Section 3. Powers of the Association	7
Section 4. Voting Rights	9
Section 5. Proxies	9
Section 6. Annual Meeting.....	10
Section 7. Service of Process	10
Section 8. Acquisition of Real Property	10
Section 9. Delegation of Authority; Management; Contracts	10
Section 10. Membership in Community Association.....	11
ARTICLE V. ASSESSMENTS AND COMMON EXPENSES	11
Section 1. Types of Assessments	11
Section 2. Purpose of Assessments	11
Section 3. Elements- Apportionment Due Dates.....	11
ARTICLE VI. UPKEEP OF THE PROPERTY	18
Section 1. Maintenance Responsibility	18
Section 2. Association Responsibility	18
Section 3. Individual Responsibility	18

Section 4.	Association's Right to Maintain	18
Section 5.	Access to Units	19
Section 6.	No Alterations	19
ARTICLE VII. RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS.....		19
Section 1.	Purpose	19
Section 2.	Residential Use.....	19
Section 3.	Improper Uses	19
Section 4.	Insurance Risk	19
Section 5.	Use of Common Elements.....	19
Section 6.	Obstruction or Alteration of the Common Elements.....	19
Section 7.	Animals and Pets	20
Section 8.	Renting and Leasing.....	20
Section 9.	Signs	20
Section 10.	Structural Integrity	21
Section 11.	No Laundry.....	21
Section 12.	Use in Accordance with Rules	21
Section 13.	Parking of Vehicles	21
Section 14.	No Trade or Business	21
Section 15.	Open Fires	21
Section 16.	Outdoor Wood Boilers	21
Section 17.	No Discrimination	22
Section 18.	Sex Offenders	22
Section 19.	Architectural Restrictions.....	22
ARTICLE VIII. EASEMENTS		24
Section 1.	Access, Support and Encroachment Easements	24
Section 2.	Common Elements Easement in Favor of the Association	24
Section 3.	Common Elements Easements in Favor of the Units.....	25
Section 4.	Units and Limited Common Elements Easements in Favor of the Association	25
Section 5.	Limited Common Elements Easements in Favor of Other Units	25
Section 6.	Utility and Other Easements.....	26
Section 7.	The City of Dublin	26
Section 8.	Easements for Surface Water Management	26
Section 9.	Easements Reserved to Declarant	27
ARTICLE IX. INSURANCE.....		28
Section 1.	Authority to Purchase	28
Section 2.	Special Broad Form Casualty Insurance	29
Section 3.	Liability Insurance.....	31
Section 4.	Other Insurance	31
Section 5.	Separate Insurance.....	31
Section 6.	Insurance Trustee	32
Section 7.	Board as Agent	32

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY	32
Section 1. Damage or Destruction and Restoration of Units.....	32
Section 2. Damage or Destruction and Restoration of Common Elements	33
Section 3. Disbursements of Construction Funds	34
Section 4. Priority of Common Elements Over Unit.....	34
ARTICLE XI. AMENDMENT OF DECLARATION AND BYLAWS	34
Section 1. By the Unit Owners	34
Section 2. Power to Amend	35
Section 3. By the Declarant	35
Section 4. Amendments by Board Pursuant to Statutory Authority.....	35
ARTICLE XII. MORTGAGEE PROTECTIVE PROVISIONS	36
Section 1. Introduction	36
Section 2. Percentage of Eligible Mortgagees.....	36
Section 3. Notice of Actions.....	36
Section 4. Consent and Notice Required.....	37
Section 5. Actions.....	38
Section 6. Inspection of Books.....	38
Section 7. Financial Statements.....	39
Section 8. Enforcement	39
Section 9. Attendance at Meetings	39
Section 10. Appointment of Trustee.....	39
Section 11. Unpaid Dues	39
Section 12. Veterans Administration Limitations	39
Section 13. Actions by Meeting of Members.....	41
Section 14. Approval of Capital Expenditures	41
ARTICLE XIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.....	41
Section 1. Remedies	41
Section 2. Notice Required.....	42
Section 3. Costs	42
ARTICLE XIV. SPECIAL DECLARANT RIGHTS.....	42
Section 1. Use for Sale Purposes.....	42
Section 2. Signs and Marketing.....	42
Section 3. Control of the Association.....	42
Section 4. Declarant's Personal Property.....	43
ARTICLE XV. MISCELLANEOUS PROVISIONS	43
Section 1. Binding Effect	43
Section 2. Nonwaiver of Provisions	44
Section 3. Severability.....	44
Section 4. Headings.....	44
Section 5. Liberal Construction.....	44
Section 6. Limited Warranties.....	44

Section 7.	Gender and Grammar	44
ARTICLE XVI. DEVELOPMENT RIGHTS.....		44
Section 1.	Expansion of the Condominium.....	44
Section 2.	Limited Common Elements on Additional Property.....	45
Section 3.	Allocated Interests	46
Section 4.	Exercise of Option.....	46
Section 5.	Assignment of Option	46
Section 6.	Successor Unit Owner Not Liable For Actions of Declarant.....	46
Section 7.	Transfer of Development Rights by Foreclosure	46
Section 8.	Power of Attorney	46
Section 9.	Effects of Expansion	47

EXHIBIT A Property Description

EXHIBIT B Drawings

EXHIBIT C Unit Designation

EXHIBIT D Unit Information

EXHIBIT E Additional Property

EXHIBIT F BYLAWS (Code of Regulations)

DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE COTTAGES AT BALLANTRAE WOODS CONDOMINIUM

This is the Declaration of The Cottages at Ballantrae Woods Condominium made on or as of the 19th day of July, 2017, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

Recitals

A. Schottenstein Homes 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 provisions of the Condominium Act.

C. Declarant shall have the right to add, edit and delete any and all information herein for the sole purpose of correcting grammatical and typographical errors within the Declaration.

Definitions

Except as expressly provided herein, all terms shall have the same definition or meaning as set forth in the Condominium Act.

1. "**Additional Property**" means the land, and improvements thereto, that may, at a subsequent time, be added to the Condominium. This property may be subjected to the Condominium Act and the terms of this Declaration to create new phases of the condominium project.

2. "**Allocated Interests**" means the undivided interest in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit as set forth in Article II.

3. "**Articles**" and "**Articles of Incorporation**" mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time.

4. "**Assessments**" means those charges upon the Units established in Article V of this Declaration.

5. "**Association**" means **The Cottages at Ballantrae Woods Condominium Owners Association, Inc.**, an Ohio nonprofit Corporation, its successors and assigns. Except as the context otherwise requires "Association," shall mean the Board of Directors acting on behalf of the Association.

6. "**Board**" shall mean the Board of Directors of the Association as provided by the Condominium Act.

7. **"Builder"** shall mean an entity that will be constructing and selling Units within the Condominium. The Declarant will only be considered a Builder if the Declarant is constructing and selling Units.

8. **"Bylaws"** mean the bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

9. **"Common Elements"** means all portions of the condominium, other than the Units, as further defined in Article III, Section 1.

10. **"Common Expense Liability"** means the liability for Common Expenses allocated to each Unit pursuant to Article V, of this Declaration.

11. **"Common Expenses"** means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves as further defined in Article V of this Declaration.

12. **"Community Association"** means **The Ballantrae Woods Community Association, Inc.**, an Ohio nonprofit Corporation, its successors and assigns, which has been established to own, operate and maintain the property as described in the Community Declaration.

13. **"Community Declaration"** means the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for The Ballantrae Woods Community Association, dated February 10, 2017 and recorded as Instrument Number 201702170023288, records of the Franklin County Recorder.

14. **"Condominium"** means the condominium regime for the Property created under and pursuant to the provisions of the Condominium Act.

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

16. **"Condominium Instruments"** means this Declaration, the Bylaws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Condominium Act, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

17. **"Condominium Organizational Documents"** means the Articles, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

18. **"Declarant"** means **Schottenstein Homes LLC**, an Ohio limited liability company, its successors and assigns, provided that the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns designated in writing by Declarant, or any successor Declarant's successors and assigns of such rights.

19. **"Declaration"** means this Declaration of Condominium Ownership for The Cottages at Ballantrae Woods Condominium, including any amendments thereto.

20. **"Drawings"** means the drawings attached to this Declaration as Exhibit "B" required by and pursuant to the Condominium Act graphically showing the boundaries, location, designation, length, width and height of each Unit, the location, designation and dimensions of the Common Elements and Limited Common Elements and the location and dimensions of all appurtenant easements and/or encroachments. A set of the Drawings has accompanied the filing of this Declaration and shall be filed separately by the appropriate governmental entity.

21. **"Eligible Mortgagee"** means any holder, insurer or guarantor of a valid first mortgage on any Unit who has made written request to the Association listing its name and address and the Unit address for timely written notice and consent as required in Article XII.

22. **"Limited Common Elements"** means a portion of the Common Elements allocated by this Declaration for the exclusive use of one or more, but fewer than all, of the Units. This is essentially an area owned by all of the Unit Owners, but its use is limited to just one or more than one, rather than all the Unit Owners.

23. **"Member"** means any person or entity entitled to membership in the Association as provided herein.

24. **"Occupant"** means any person in possession of a Unit whether or not such possession is lawful and shall include but not be limited to, a Unit Owner's family members, guests, invitees, tenants and lessees.

25. **"Property"** means the real estate described in Exhibit "A" attached hereto, including any buildings, improvements and structures thereon, and any additional property described as being part of the Condominium, together with all licenses, easement rights and appurtenances.

26. **"Unit"** means a physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described in Article II.

27. **"Unit Owner"** means a person or entity that owns a Unit, but does not include a person or entity having an interest in a Unit solely as security for an obligation.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the Property described in this Declaration and/or the exhibits hereto under and pursuant to the Condominium Act:

ARTICLE I.

NAME, PURPOSE AND GENERAL DESCRIPTION

Section 1. Name. The name of the Condominium shall be The Cottages at Ballantrae Woods Condominium.

Section 2. Purpose. This Declaration is being made to establish separate individual parcels from the 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 to establish a Unit Owner's association to administer the Condominium and the Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth in this Declaration, and to raise funds through Assessments to accomplish these purposes. The Property shall be used only for residential purposes.

Section 3. General Description of the Buildings. Initially, there are four residential buildings containing a single dwelling unit each as part of the Condominium. They are one-story, one and a half-story and/or two-story single-family structures, with poured concrete slab and foundation. Each building has a two (2) car attached garage and may have a basement, screened or enclosed porch, 3 season room and/or paver patio. The buildings are constructed primarily of wood, cementacious siding, brick, concrete block, glass, drywall and asphalt shingles. The location of the buildings is shown on the Drawings.

Section 4. Adjacent Railroad Tracks. THE CONDOMINIUM IS ADJACENT TO RAILROAD TRACKS. CONSEQUENTLY, NOISE, INCLUDING TRAIN WHISTLES, HORNS AND BRAKES, WILL OCCUR FROM USE OF THE TRACKS AND MAY NEGATIVELY AFFECT THE CONDOMINIUM AND YOUR UNIT. THE UNIT OWNERS HEREBY WAIVE AND RELEASE DECLARANT, ITS CONTRACTORS, AGENTS, THE ASSOCIATION AND THE CITY OF DUBLIN WITH RESPECT TO ANY CLAIMS OR DAMAGES RESULTING FROM THE LOCATION OF THE TRACKS AND ANY NOISE OR TRAFFIC DISRUPTIONS THAT MAY OCCUR.

ARTICLE II.

UNITS AND ALLOCATION OF UNDIVIDED INTERESTS

Section 1. Description of Units. Each Unit shall be a freehold estate. This means that a Unit is considered a parcel of real property for all intents and purposes under Ohio law.

Section 2. Unit Boundaries. Each Unit is essentially a block of airspace and shall consist of the space enclosed by the following boundaries. Each Unit is delineated in the Drawings and each of the Units declared and established by this Declaration is a free-hold estate consisting of all the space 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:

- (a) 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 floor, ceiling and wall material;
- (b) the finished walls, ceilings and floors themselves, including, but not limited to, drywall plaster and paneling, 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, 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, floors and ceilings, such as, but not limited to, plaster, drywall, and paneling, are affixed;

- (c) all windows, sun tunnels and skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;
- (d) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), fire pits and water features (even though located outside the bounds of a Unit) and components of the foregoing, if any;
- (e) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits and apparatus, wherever located, which service only that Unit;
- (f) 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;
- (g) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;
- (h) 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;
- (i) the space in the attached garage;
- (j) the space in the basement, if any;
- (k) the space in the attached screened or enclosed porch or 3 season room, if any; and
- (l) 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:

- (a) any supporting element of the building contained in interior walls, floors and ceilings;
- (b) all plumbing, electric, heating, cooling and other utility or service lines, pipes and accessories thereto, wires, ducts and conduits which service any other Unit; and

- (c) fireplace stacks and chimneys, if any.

Section 3. Unit Information. 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 "C". Each Unit has access to a private drive, which, in turn, leads directly to a public street.

Section 4. Unit Designation. The designation of each Unit hereby submitted, a statement of its location, approximate area, and immediate Common Elements or Limited Common Elements to which the Unit has access and other information necessary for its proper identification are graphically set forth in the Drawings.

Section 5. Allocation of Allocated Interests.

- (a) The allocation of Allocated Interests for the undivided ownership in the Common Elements shall be computed on an equal basis. The allocation of the Allocated Interests in the Common Elements for each Unit shall be expressed as a percentage or fraction. Except for expansion of the Condominium as provided in Article XVI, this allocation shall not be altered except by an amendment to this Declaration unanimously approved by all Unit Owners affected. This allocation is set forth in Exhibit "C", attached hereto;
- (b) The allocation of Allocated Interests for Common Expense Liability in the Association shall be in accordance with the allocation set forth in Section V; and
- (c) The allocation of Allocated Interests for votes in the Association shall be one vote per Unit.

ARTICLE III. COMMON ELEMENTS

Section 1. Description of Common Elements. Common Elements shall mean all portions of the Property except the Units as defined in Article II. The Common Elements include all of the land within the Condominium and all improvements thereon and appurtenances thereto.

Section 2. Description of Limited Common Elements. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings or as so described herein are Limited Common Elements. In the case of each Unit, these Limited Common Elements consist of a driveway area in front of the Unit's garage, either a contiguous patio/yard area or a courtyard area and the improvements in that area including a paver patio (but excluding items that are defined as being part of a Unit and utility lines that service another unit) and, in some instances, a front porch or stoop. No improvements may be made within the area designated as Limited Common Elements without the prior written consent of the Board and shall be subject to appearance and maintenance requirements and subject to the standards set forth in this Declaration and as may be adopted by the Board.

The Limited Common Elements are part of the Common Elements and are owned by all Unit Owners as tenants in common. Regardless of this ownership, no Unit Owner shall have any right to possess or occupy any Limited Common Element that is not appurtenant to that Unit Owner's Unit.

Subject to the terms of this Declaration and unless otherwise provided in this Declaration or by law, each Unit Owner shall have the right to exclusive possession and control of the Limited Common Elements appurtenant to the Unit. This right includes, but is not limited to, the right to admit and exclude persons from the premises not specifically granted easement access herein and the right to make maintenance repairs with respect to the premises.

Section 3. Title to the Common Elements. Title to the Common Elements shall be held by the Unit Owners as tenants in common, and ownership shall remain undivided. Each Unit Owner shall have a non-exclusive easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to the Unit. Each Unit Owner, his or her invitees and Occupants shall also have a non-exclusive easement of ingress and egress over the Common Elements, which shall be appurtenant to ownership of the Unit. All rights herein shall be subject to:

- (a) Restrictions set forth in this Declaration;
- (b) Any rules and regulations adopted by the Association;
- (c) The right of the Association to levy assessments for the Common Expenses and for other purposes as set forth herein; and
- (d) All rights granted to the Association in this Declaration, the Bylaws and the Articles of Incorporation.

ARTICLE IV. ASSOCIATIONS

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

Section 2. Membership. Every Unit Owner shall be a member of The Cottages at Ballantrae Woods Condominium Owners Association, Inc. that has been established for the administration of the Property. Membership in the Association shall be appurtenant to and shall not be separated from such ownership.

Section 3. Powers of the Association. The Association, acting through its Board, shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the

Association, the Board, or the Property, or that involves two or more Unit Owners and relates to matters affecting the Property;

- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;
- (e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units, and, subject to the requirements of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use and operation of that interest are Common Expenses;
- (h) Acquire, encumber, and convey or otherwise transfer personal property;
- (i) Hold in the name of the unit owners Association the real property and personal property;
- (j) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (l) Impose interest and late charges for the late payment of Assessments and impose returned check charges;
- (m) Promulgate and impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property;
- (n) Adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;
- (o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid Assessments;
- (p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

- (q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy Assessments upon the members;
- (r) Suspend the voting privileges and use of recreational facilities, if any, of a Unit Owner or the Occupants of a Unit the owners of which are delinquent in the payment of Assessments for more than thirty days;
- (s) Purchase insurance and fidelity bonds required by this Declaration, the Bylaws, or by Federal Home Loan Bank Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;
- (t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and
- (u) Exercise powers that are:
 - (i) Conferred by this Declaration or the Bylaws, or the laws of the State of Ohio;
 - (ii) Necessary to incorporate or reincorporate the Association as an Ohio nonprofit corporation;
 - (iii) Permitted to be exercised in Ohio by a nonprofit corporation; and
 - (iv) Necessary and proper for the government and operation of the Association.

Section 4. Voting Rights. Votes in the Association shall be allocated among the several Unit Owners in accordance with the allocation set forth in Article II. If only one of several owners of a Unit is present at a meeting of the Association, that Unit Owner is entitled to cast the votes allocated to that Unit. If more than one of the owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners of that Unit. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The Association may adopt rules regarding deadlocks. No votes allocated to a Unit owned by the Association may be cast.

Unless expressly reserved and the Association is notified of the reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

Section 5. Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If the Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the owners of a Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of the revocation to the person presiding over a meeting of the Association. A proxy is void if it is not

dated or purports to be revocable without notice. A proxy shall terminate one year after its date, unless it specified a shorter time.

Section 6. Annual Meeting. A meeting of the Association must be held at least once each fiscal year.

Section 7. Service of Process. Acme Agent, Inc., whose place of business is 41 South High Street, Suites 2800-3200, Columbus, Ohio 43215, is the person to receive service of process for the Association. The Board may substitute the Statutory Agent by filing with the Secretary of State the appropriate form for the appointment of such agent.

Section 8. Acquisition of Real Property. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the Unit Owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a Common Expense.

Section 9. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first Mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

Section 10. Membership in Community Association. All Unit Owners also shall be a member of The Ballantrae Woods Community Association, Inc. and subject to the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for The Ballantrae Woods Community Association as defined above.

**ARTICLE V.
ASSESSMENTS AND COMMON EXPENSES**

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 is so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Initial Operating Assessment; (b) Operating Assessments; (c) Special Assessments for Capital Improvements; and (d) Special Individual Unit Assessments, all of such assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Appportionment Due Dates.

(a) Initial Operating Assessment.

At the time each Unit is initially conveyed to a Unit Owner, the initial purchaser shall make a onetime initial capital account assessment contribution of \$350.00 to the Association for use by the Association. This contribution is in addition to the monthly assessments. Such initial contribution shall not be refunded or credited against future payments to the Association, and shall be in addition to all other assessments collected with respect to such Unit;

(b) Operating Assessments.

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

- (1) that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
- (2) that period's estimated costs for insurance premiums to be provided and paid for by the Association;
- (3) that period's estimated costs for utility services not separately metered or charged to Unit Owners;

- (4) the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - (5) an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained. Provided however that the amount set aside annually for reserves shall not be less than ten per cent of the budget for that year unless the reserve requirement is waived annually by a majority of the Unit Owners; and
 - (6) that period's estimated costs for the operation, management, and administration of the Association, including but not limited to fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.
- (ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Units 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 five dollar (\$5.00) increments.
 - (iii) The Operating Assessment shall be payable in advance in equal monthly installments, but no Unit Owner is prohibited from prepaying Assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, but if it fails to do so then 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 the Unit Owners on the same basis as heretofore set forth, provided that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units or, if not, from the Association).

- (v) if Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners;
- (c) Special Assessments for Capital Improvements.
 - (i) In addition to Operating Assessments, the Board may at any time levy Special Assessments for Capital Improvements to construct, reconstruct, or replace capital improvements on the Common Elements to the extent that reserves therefore 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 therefore, 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; and
 - (ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and the Unit 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.
- (d) Individual Unit Assessment.
 - (i) The Association shall have the right to assess an individual Unit for any of the following:
 - (1) any costs or expenses determined by the Association not to be a Common Expense as set forth above;
 - (2) any costs incurred by the Association in the performance of any maintenance in accordance with Article VI;
 - (3) any additional cost or fee charged to a Unit or Units in connection with a Common Element that is designated as a Limited Common Element, and that is only to be used for the delegated Common Element;
 - (4) any costs incurred for maintenance or repair caused through the willful or negligent act of a Unit Owner, its employees, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred to obtain access to the subject Unit; and

- (5) any costs associated with the enforcement of this Declaration, the Bylaws or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.
- (e) Procedures for Imposing an Individual Unit Assessment for Damages or Enforcement.
 - (i) Notice: Prior to imposing an Individual Unit Assessment for damages the Board shall give the Owners of the Unit written notice containing:
 - (1) a description of the property damaged or the violation;
 - (2) the amount of the proposed Individual Unit Assessment;
 - (3) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Individual Unit Assessment;
 - (4) A statement setting forth the procedures to request a hearing; and
 - (5) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed Individual Unit Assessment.
 - (ii) Hearing: A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice. If a Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Unit Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing an Individual Unit Assessment. If a Unit Owner requests a hearing, the Board shall not levy the Individual Unit Assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes an Individual Unit Assessment, the Board shall deliver a written notice of the Individual Unit Assessment to the Unit Owners.
- (f) Reserves.

Each annual budget for Operating Assessments shall include an amount reasonably considered by the Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenses not originally included in the annual budget that may become necessary during the year may be charged first against such reserve as the Board shall determine. The Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board deems appropriate. The Association shall also have the right to apply any reserve amounts to Common Expenses as the Board deems appropriate. In addition, the budget shall also include a reserve for the private streets and common

water and sewer lines. This reserve shall be collected as a portion of the Operating Assessment and shall be replenished as needed, but no later than within 24 months. If the Operating Assessments are insufficient to replenish this reserve, then the Association may levy a Special Assessment.

(g) Effect of Nonpayment of Assessment; Remedies of the Association.

(i) If any installment of an Assessment is not paid within ten (10) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment without further notice or demand to the Unit Owner. The Association may enforce the collection of the full Assessment due and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by a Unit Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated. The Board, at its option, without notice or demand, may also charge additional amounts for:

- (1) reasonable, uniform administrative late fees as determined by the Board from time to time;
- (2) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency;
- (3) interest on the entire unpaid balance of Assessments and costs incurred by the Association in connection with such collection, at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time); and
- (4) any other charges authorized by the Declaration, Bylaws or the Rules and Regulations promulgated by the Board, (collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(h) Application of Payments.

Payments made by a Unit Owner for assessments shall be applied.

- (i) first, for the payment of interest accrued on the delinquent installments or portions of unpaid Assessments and on costs incurred by the Association in connection with such collection, at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time);
- (ii) second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

- (iii) third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;
- (iv) fourth, to the payment of delinquent installments or portions of Assessments which remain unpaid.

(i) Lien for Assessments.

The Association shall have a lien for any Assessment levied against a Unit, and for any other fee or charge imposed under this Declaration and/or permitted under the Condominium Act.

- (i) The lien for Assessments, fees and charges is created by this Declaration and shall be a charge and a continuing lien on each Unit, which shall run with the land. All persons or entities acquiring an interest in a Unit after the filing of this Declaration take such interest subject to the lien;
- (ii) The lien for the Common Expense Liability for each Unit as set forth in the Operating Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the owners affected;
- (iii) Recording of this Declaration constitutes notice and perfection of the Lien;
- (iv) The Association may file a notice of lien with the Recorder of Franklin County. Such notice shall not be required for the Association enforce its lien; and
- (v) The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments of political subdivisions and the lien of any bona fide first mortgage filed of record.

(j) Subordination and Mortgagee Protection.

Notwithstanding any of the provisions hercof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Unit pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Unit at such sale from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

(k) Personal Obligation.

The Assessments, including fines, if any, payable by each Unit Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Unit Owner of the Unit at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them. Except as provided in Article V Section 3(1), successors in title shall be subject to all lien rights of the Association.

(l) Declarant's Obligations.

Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including the obligation to pay Common Expense Liability attaching to such Units, from the date the Declaration is filed for record. If no Assessments are levied any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Declarant until such time that the Common Expense Liability is first levied with respect to any Unit. Declarant is under no obligation to pay any Assessments on structures that have not been subjected to the terms of this Declaration.

(m) Certificate Regarding Assessments.

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

(n) No Setoff.

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

(o) No Waiver.

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

(p) Assessments Run With the Land.

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.

ARTICLE VI. UPKEEP OF THE PROPERTY

Section 1. Maintenance Responsibility. Notwithstanding the ownership of the various portions of the Common Elements, Limited Common Elements and Units, the Property shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of this Section.

Section 2. Association Responsibility. Except as hereinafter provided, the Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefore, 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, mowing and fertilizing the turf grass located within the Limited Common Elements appurtenant to a Unit, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners, and chimneys, and the structural portions and exterior portions of all buildings and improvements which are part of the Common Elements and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning or housekeeping of Limited Common Elements or components thereof, and shall not be required to provide snow removal by hand. Further, each Unit Owner shall repair and maintain any patio within the Limited Common Elements appurtenant to their Unit and pay the cost thereof. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or repair, maintenance or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter.

Section 3. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit, and all components thereof, owned by the Unit Owner, including those portions of the Limited Common Elements that contain a patio, and improvements made by the Unit Owner hereafter, and perform cleaning and housekeeping with respect to the 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 therefore.

Section 4. Association's Right to Maintain. In the event that a Unit Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, then the Association shall have the right, through its agents and employees, to enter upon said Unit and its Limited Common Elements and provide such maintenance as may be required. Except as otherwise expressly set forth herein, the Association is not responsible for the maintenance, repair or replacement of any portion of a Unit, except a Unit owned by the Association, if any. If in the opinion of the Board, maintenance, repairs or service to a Unit are necessary to prevent damage or destruction to any other part of the Condominium or for public safety, the Association may cause such maintenance, repair or service to be made to a Unit at the Unit Owner's expense. No action shall be taken until the Association has given notice and an opportunity to be heard to the Unit Owner in accordance with the procedures set forth in Article V. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair (including charges

incurred by the Association for attorney's fees, court costs and other expenses incurred to obtain access to the subject Unit) shall be assessed against the subject Unit in accordance with Article V.

Section 5. Access to Units. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees or subcontractors, shall have the right to enter a Unit and its Limited Common Elements at a reasonable hour on any day and upon reasonable notice to the Unit Owners or Occupants.

Section 6. No Alterations. In the performance of any maintenance as required herein, no Unit Owner shall make any alteration to, additions to and take any action regarding the Unit, the Common Elements or Limited Common Elements that would or might jeopardize or impair the safety or soundness of the Units and/or Common Elements without the prior written consent of the Board as hereinafter provided.

ARTICLE VII. RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS

Section 1. Purpose. Each Unit and the Common Elements shall be used for such purposes as set forth in Article I of this Declaration.

Section 2. Residential Use. No Unit shall be used for other than a single-family residence, unless authorized by the Board. This restriction shall not apply to the Declarant relative to model units and sales offices.

Section 3. Improper Uses. No improper, offensive or unlawful use shall be made of the property or any part thereof, and all applicable laws, ordinances and other governmental regulations shall be complied with by and at the sole expense of the Unit Owner(s) and/or the Association having the responsibility for the upkeep of the affected portion(s) of the Property.

Section 4. Insurance Risk. No Unit Owner shall permit anything to be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior consent of Board on behalf of the Association. No Unit Owner shall permit anything to be done or kept in any Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law.

Section 5. Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably intended and which are incident to the use and occupancy of the Units.

Section 6. Obstruction or Alteration of the Common Elements. No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements except as permitted by written resolution of the Board. Nothing shall be constructed or altered in, or removed from, the Common Elements except with the prior written consent of the Board and in accordance with the Rules and Regulations or other regulations or other resolutions of the Board.

Section 7. Animals and Pets. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Unit or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board, 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 those who do not clean up after their pets. Such pets shall not be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property upon ten days written notice from the Board. In addition, any animal defined as "vicious" or dangerous pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited. Pets shall not be permitted upon the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Unit Owner or Occupant who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets that may leave the Unit shall be inoculated as required by law. All Unit Owners and Occupants shall clean up all pet droppings immediately.

Section 8. 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; (ii) rental for any period of less than thirty (30) days or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents, and to the rules and regulations duly 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. The Association may enforce the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, and in the Association's rules and regulations by initiating eviction proceedings to evict any tenant for violating the provisions of the Declaration, Bylaws, or Association rules and regulations. The action shall be brought by the Association, as the agent of the Unit Owner of the Unit leased or rented by the tenant, and in the name of that Unit Owner. The Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action initiated by the Association, including reasonable attorneys' fees, shall be charged to the Unit Owner as a Special Individual Unit Assessment.

Model homes shall not be subject to this restriction until such time as the model home is conveyed to an Owner who occupies the Unit.

Section 9. Signs. No signs shall be posted in any place within the property visible from any portion of the Common Elements except pursuant to the Rules and Regulations adopted by the Board or pursuant to Article XIV, Section 2. No signs shall be permitted in the windows of a Unit.

Section 10. Structural Integrity. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of a building or which would structurally change a building. Nothing shall be altered or constructed in or removed from the Common Elements and the exteriors of the buildings including the roofs and decks, without the prior written consent of the Board.

Section 11. No Laundry. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 12. Use in Accordance with Rules. There shall be no use of the Common Elements except in accordance with the Rules and Regulations adopted by the Board. Each Unit Owner shall be responsible for the activities of his or her tenants, family members, employees, agents and invitees.

Section 13. Parking of Vehicles. No commercial vehicle, truck, van, camper, boat, trailer or recreational vehicle shall be stored or parked on the Common Elements except in accordance with the Rules and Regulations adopted by the Association. No inoperative or unsightly vehicle shall be stored or parked on the Common Elements. The Association shall have the authority to enact reasonable rules with respect to vehicles and parking. The Association shall have the right to tow vehicles parked in violation of such Rules and Regulations.

Section 14. No Trade or Business. No trade or business of any kind may be conducted in or from any Unit. A Unit Owner or Occupant of a Unit, however, may conduct such business activity within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity is consistent with the residential character of the property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings. These meanings shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration. It shall make no difference as to whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required thereof.

This restriction shall not apply to the Declarant and any Builder in the conduct of developing the property and constructing the Units.

Section 15. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

Section 16. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

Section 17. No Discrimination. No Unit Owner (including the Declarant), Occupant, or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed, national origin or familial status in the sale, lease or rental of any Unit or in the use of the Common Elements.

Section 18. Sex Offenders. Any person who both (a) has been convicted of a sexually oriented offense as defined in Ohio Revised Code Section 2950.01(A) and (b) has a duty to register under Ohio Revised Code Section 2950.04 (a "Sex Offender") is prohibited from residing in any Unit. Declarant and the Association shall have no duty or obligation whatsoever to (i) investigate whether or not any person is or is not a Sex Offender; (ii) disclose to any person whether or not any other person is or is not a Sex Offender; or (iii) to take any action or to cause the Association to take any action by court proceeding or otherwise to prevent any Sex Offender from violating this restrictive covenant or to otherwise enforce this restrictive covenant. Declarant and the Association make no representation or warranty as to whether or not this restrictive covenant is enforceable in any court at law or in equity and shall have no liability to any one if it is not. Any person or entity enforcing or attempting to enforce this restrictive covenant shall be solely responsible therefore. Declarant shall have no liability to anyone arising out of any person's enforcement or attempted enforcement of this restrictive covenant.

Section 19. Architectural Restrictions. Except for improvements constructed by Declarant or its designee during the initial construction, or as specifically permitted hereby, no building, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

(a) **Specific Restrictions.**

- (i) **Exterior Doors and Shutters.** No changes or alterations, including the installation of screen doors and/or storm doors and color changes, to the exterior doors and/or shutters shall be permitted unless and until prior approval in accordance with this Section has been obtained;
- (ii) **Fences.** No fence of any sort, other than invisible fences and those initially erected by the Declarant, may be erected;
- (iii) **Front Storage.** No front porch or stoop shall be used for the storage of any items. No front yard shall be used for storage of any kind of items. This

restriction shall not apply to building materials and/or equipment stored on the Property during construction of the Unit;

- (iv) **Radio and Television Antennas.** No exterior antennas, acrials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, without the prior written approval as provided in this Section, and in accordance with the Rules and Regulations established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas;
- (v) **Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Unit;
- (vi) **Mailboxes.** Mailboxes will be installed by the Declarant with the location and design as approved by the Declarant and the US Postal Service;
- (vii) **Other Structures.** No structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be permitted. Construction trailers and/or storage sheds shall be permitted only during construction;
- (viii) **Pools, Hot Tubs and Spas.** No swimming pools, hot tubs or spas of any type, except small portable wading pools not to exceed one (1.0) foot in depth shall be permitted, and then only on a temporary basis when in use;
- (ix) **Clothes Drying Apparatus.** No outdoor clothes drying apparatus of any sort shall be permitted;
- (x) **Play Equipment.** Unless prior approval from the Declarant or Board is obtained, no large-scale play equipment, such as swing sets, jungle gyms, or sandboxes shall be permitted. No basketball hoops, whether permanent or movable, shall be permitted;
- (xi) **Decks and Patios.** No decks may be installed. Paver patios may be installed within a Unit's Limited Common Element with prior approval of the Declarant or Board and in accordance with city codes and any Rules and Regulations established by the Declarant and the Association;
- (xii) **Lamp Posts.** All lamp posts must be of uniform design, style and color as determined by Declarant or Board;
- (xiii) **Flagpoles.** Permanent flagpoles for the display of the flag of the United States of America shall be permitted with prior written approval as provided in this Section, provided that the pole and flag size are not out of proportion with the Unit and the Limited Common Area. No exterior lighting shall be permitted. Flags shall be displayed in accordance with the following:

- (1) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
 - (2) The consent of the Unit Owner or of any person having lawful control of the Unit;
 - (3) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998); and
 - (4) Any federal law, proclamation of the president of the United States or the governor of the State of Ohio, a section of the Revised Code, or local ordinance or resolution; and
- (xiv) Maintenance. All Units and appurtenant Common Elements and Limited Common Elements must be kept free of debris and clutter. Unit Owners are responsible for snow plowing within the walkways, stoop and/or patio adjacent to their Unit.

ARTICLE VIII. EASEMENTS

Section 1. Access, Support and Encroachment Easements.

- (a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Board. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same;
- (b) To the extent necessary, each Unit shall have an easement for structural support over every other Unit, the Common Elements and the Limited Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit, the Common Elements and the Limited Common Elements; and
- (c) To the extent necessary, each Unit, the Common Elements and the Limited Common Elements shall have an easement for encroachment over, across and through the Common Elements and the Limited Common Elements and the Common Elements and the Limited Common Elements shall be subject to such easement for encroachment.

Section 2. Common Elements Easement in Favor of the Association. The Common Elements, including the Limited Common Elements, shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, including the Limited Common Elements.

Section 3. Common Elements Easements in Favor of the Units. The Common Elements, including but not limited to the Limited Common Elements, shall be and are hereby made subject to the following easements in favor of the Units benefited:

- (a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communications wiring and cables and all other utility lines and conduits which are a part of or service any Unit and which pass across or through a portion of the Common Elements;
- (b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or service any Unit, but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements; and
- (c) For the installation, repair, maintenance, use, removal and/or replacement of all landscaping and hardscaping of any Unit into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements.

Section 4. Units and Limited Common Elements Easements in Favor of the Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

- (a) For inspection of the Units and the Limited Common Elements in order to verify the performance by Unit Owners of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;
- (c) For correction of emergency conditions in one or more Units or Limited Common Elements or both, or casualties to the Common Elements, the Limited Common Elements and/or the Unit; and
- (d) In the event of an emergency, the Association's right of entry to a Unit may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit.

Section 5. Limited Common Elements Easements in Favor of Other Units. The Limited Common Elements are hereby made subject to an easement in favor of other Units for the installation, maintenance, repair, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communications wiring and cables and all other

utility lines and conduits which are a part of or service any other Unit. In addition, each Unit Owner shall have a right of entry and access to, over, upon and through the Limited Common Elements of each contiguous Unit, for the sole purpose of enabling the Unit Owner to perform obligations, rights, and duties pursuant hereto with regard to maintenance, repair, and restoration of the Unit Owner's Unit or its appurtenant Limited Common Elements. In the event of an emergency, the Unit Owner's right of entry to adjacent Limited Common Elements may be exercised without notice; otherwise, the Unit Owner shall give the Unit Owners or Occupants of the adjacent Unit no less than twenty-four hours advance notice prior to entering the adjacent Unit Owners Limited Common Elements.

Section 6. Utility and Other Easements. The Common Elements shall be, and are hereby, made subject to easements in favor of the Association, appropriate utility and service companies and government agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to service any portion or the Property. The easements provided for by this Section shall include, without limitation, rights of the Association, any providing utility, any service company and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise) security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved by the Unit Owner of Units affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed as of the time of recording of this Declaration, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. Each Unit Owner hereby gives to the Association an irrevocable power of attorney, coupled with an interest, for the purposes of granting such easements as may be required by this Section.

Section 7. The City of Dublin. The Common Elements and the Surface Water Management System shall be subject to non-exclusive easements to the City of Dublin, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities. Under this easement, those persons may enter upon the Common Elements and the Surface Water Management System in the performance of their duties. This easement does not run to the public in general.

Section 8. Easements for Surface Water Management.

- (a) Surface Water Management System. The Surface Water Management System shall consist of the "Private Storm Sewer Easements" and "Private Drainage Easements" as shown on the Drawings. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Ohio EPA, The City of Dublin or Franklin County;
- (b) Surface Water Management System Easements. Each Unit and the Common Elements shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Drawings. Such easement shall be non-exclusive as to the Unit Owners and shall run

to the Association. The Association has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large;

- (c) Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and the Units for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. This easement expressly includes the right to cut any tress, bushes or shrubbery, to grade or regrade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected area as closely to its original condition as possible;
- (d) Access. For the purpose solely of performing the maintenance required or authorized herein, the Association shall have the right to enter upon the Common Elements, and Limited Common Elements at reasonable hours on any day. The Association may act through its duly authorized agents or employees, or subcontractors. The Association must give reasonable notice to the Unit Owner before acting;
- (e) Maintenance. The Association shall have primary responsibility for the maintenance of the retention basin, including any pipes or mechanical devices, including vegetation control and debris removal. The Association shall also maintain the portions of the Surface Water Management System, which service the Units, including responsibility for grass-cutting and vegetation control within the easements. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority; and
- (f) Restriction on Use. No Unit Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

Section 9. 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 three year period of time from the date of the closing 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; and
- (d) In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and for the benefit of future Unit Owners and occupants of the area into which the Condominium may be expanded (the "Additional Property"), for pedestrian and vehicular access over roadways and walkways now or hereafter within the Condominium Property, for ingress and egress to and from all or any portion of the Additional Property and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, hereby reserves an easement in, over, under, upon, and across the Common Elements to reach, and the right to extend and tie into, utility lines and improvements in the Common Elements, as permitted by public authority and the utility company involved, and to extend such utility lines and improvements into and/or upon the Additional Property to service the same. These easements and rights shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Condominium.

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

ARTICLE IX. INSURANCE

Section 1. Authority to Purchase. Except as otherwise provided in this Declaration, all insurance policies relating to the Property shall be purchased by or on behalf of the Association. Neither the Declarant, the Association, nor any Director(s), officer(s), or managing agent (if any) shall be liable for failure to obtain any coverage required by this Article if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable cost. The Association shall promptly furnish to each Unit Owner written notice of the procurement, subsequent changes in and the termination of all insurance coverage obtained on behalf of the Association.

- (a) Each such policy shall provide that:
 - (i) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board, the managing agent or the Unit Owners, and their respective guests, invitees, tenants, agents and employees and, in the case of the Unit Owners, the members of their households;

- (ii) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner (including the members of such Unit Owner's household and such Unit Owner's guests, invitees, tenants, agents and employees) or of any member, officer or employee of the Board or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within sixty days after such demand; and
 - (iii) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the Board, the managing agent and all Mortgagees.
- (b) The Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a Unit Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article IX shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.
- (c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the State of Ohio. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the Eligible Mortgagees,
- (d) The deductible, if any, on any insurance policy purchased by the Board shall be a Common Expense; provided, however, that the Association may, assess any deductible amount necessitated by the act, neglect or carelessness for which a Unit Owner is responsible against such Unit Owner.

Section 2. Special Broad Form Casualty Insurance. Subject to the provisions relating to insurance deductibles set forth in Article IX of this Declaration, the Association shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

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

- (b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;
- (c) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);
- (d) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (e) be written in the name of the Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;
- (f) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;
- (g) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;
- (h) be paid for by the Association, as a common expense;
- (i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its Officers and Directors, and all Unit Owners;
- (j) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association; and
- (k) be primary, even if a Unit Owner has other insurance that covers the same loss.

Section 3. **Liability Insurance.** The Association shall obtain and maintain commercial general liability insurance (including without limitation coverage of all officers against libel, slander, false arrest, invasion of privacy and errors and omissions) and property damage insurance in such limits as the Board may from time to time determine, insuring the Association, each officer, the managing agent, all mortgagees, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) deletion of the normal products exclusion with respect to events sponsored by the Association; and (iv) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts or omissions of the Association, any officer(s) or any other Unit Owner(s). The Board shall review such limits once a year, but in no event shall such insurance be less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence.

Section 4. **Other Insurance.** The Association shall obtain and maintain:

- (a) Adequate fidelity coverage to protect against dishonest acts on the part of officers, agents and employees of the Association and all others who handle or are responsible for handling the funds of the Association. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one-half (1/2) of the total annual assessment for Common Expenses for the then current fiscal year; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;
- (b) If required by any governmental or quasi-governmental agency, including without limitation the federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;
- (c) Workmen's compensation coverage if and to the extent necessary to meet the requirements of law; and
- (d) Such other insurance as the Board may determine or as may be required from time to time by resolutions of the Association.

Section 5. **Separate Insurance.** Each Unit Owner shall, at his or her own expense, obtain insurance on the insurable improvements on the Unit and its Limited Common Elements (as set forth in Articles II and III) for loss or damage from fire and other perils covered within the scope of standard extended coverage in an amount equal to 100 percent of the replacement cost of the insurable improvements. No Unit Owner, however, shall acquire or maintain insurance coverage so as to decrease the amount which the Association may realize under any insurance policy, or to cause any insurance coverage in favor of the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All policies obtained by Unit Owners individually shall contain waivers of transfer of recovery rights. No Unit Owner shall obtain separate insurance on the

Property or any part thereof except as provided in this Section. Each Unit Owner shall upon request provide the Association with evidence that such coverage is in effect.

Section 6. Insurance Trustee. Unless otherwise provided in a separate Insurance Trust Agreement, all physical damage insurance policies purchased by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and the Mortgagees, as their respective interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board as Insurance Trustee (or any other Director appointed by a separate insurance trust agreement) to be applied pursuant to the terms of Article X. The sole duty of the Board as Insurance Trustee (or any other Director appointed by a separate insurance trust agreement) shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes stated in Article X, for the benefit of the insured and their beneficiaries thereunder.

Section 7. Board as Agent. The Board as Insurance Trustee (or any other Trustee appointed by a separate insurance trust agreement) is hereby irrevocably constituted as agent for the Association, each Unit Owner, each mortgagee, other named insured and the beneficiaries, and any other holder of a lien or other interest in the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon payment of claims.

ARTICLE X.

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. Damage or Destruction and Restoration of Units.

- (a) Application of Insurance. If any Unit, or the Limited Common Elements appurtenant thereto, or any portion thereof, shall suffer damage or destruction from any cause or peril, the Unit Owner shall promptly repair, restore, replace, and reconstruct the Unit and the Limited Common Elements at the Unit Owner's expense and all insurance proceeds available shall be applied by the Unit Owner to the extent necessary to repair, replace, restore and reconstruct the Unit and the Limited Common Elements. If the insurance proceeds are not sufficient to pay the cost of repair, restoration, replacement or reconstruction of the Unit and the Limited Common Elements, then, the Unit Owner shall be responsible for, and shall pay, the difference.
- (b) Non-Restoration of Damage or Destruction. If, as the result of any damage or destruction, a Unit is demolished and the Unit Owner fails to commence to reconstruct, replace, and restore the Unit within ninety (90) days after the date of demolition, then in addition to any other right or remedy the Association may have, the Association may elect, by a resolution of the Board, to assume and succeed to the rights of the Unit Owner in the Unit, including the right to replace, restore, and reconstruct the Unit. The Board shall provide the Unit Owner with thirty (30) days prior written notice of its intent to assume and succeed to the rights of the Unit Owner. Unless the Owner notifies the Board in writing that it will commence reconstruction of the Unit within sixty (60) days after the date of receipt of such notice and within sixty (60) days thereafter actually commences construction and diligently pursues the construction of the Unit, the Board may assume and succeed to

the rights of the Unit Owner by filing a Resolution of the Board with the Recorder of Franklin County, Ohio. The recording of the Board's Resolution shall constitute a transfer by the Unit Owner to the Association of all of the Unit Owner's right, title and interest in the Unit including the right to reconstruct, and replace the Unit, without the necessity of any further writing. The election to the Association to succeed to the rights of the Unit Owner shall not relieve the Unit Owner of any liability it has under the terms of this Declaration for all costs, damages, and expenses, including attorney's fees, court costs, demolition and cleanup costs, incurred by the Association due to the Unit Owners failure to reconstruct, restore, or replace the Unit. The Association is not obligated to exercise the right to succeed to the Unit Owner's interest in the Unit or the rights to restore, reconstruct, or replace, the Unit and shall have no liability for failing to do so. If the Association succeeds to the Unit Owner's interest in a Unit, it may sell, assign, and transfer that interest.

Each Unit Owner, and each mortgagee, and any and all other persons having any interest in the Unit or Condominium Property hereby irrevocably appoints the Board as its attorney in fact, with full power of substitution in the name of the person or in the name of the Board to consent to any action necessary or appropriate to exercise the power and authority reserved to and granted to the Association in this section and to execute, deliver, acknowledge and record any document or instrument necessary or appropriate to implement and exercise the power and authority and consummate the transfers related herein. This power of attorney is coupled with an interest and is irrevocable.

Section 2. Damage or Destruction and Restoration of Common Elements.

- (a) **Sufficient Insurance.** If any 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, together with the deductible amount applicable to the loss or damage under the terms of the policy, shall be sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefore. Except as provided in Section 2(c) below, the amount of the deductible is a Common Expense;
- (b) **Insufficient Insurance.** If any 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 together with the amount of the deductible is not sufficient to pay the cost of repair, restoration, or reconstruction, then, unless within ninety (90) days after such damage or destruction not less than seventy-five percent (75%) of the voting power of Unit Owners elect not to repair or restore such damage or destruction, such repair, restoration, or reconstruction of the Common Elements so damaged or destroyed shall be undertaken by the Association. All insurance proceeds available as a result of the loss or damage shall be applied by the Association to the cost of the repair. Except as provided in the Declaration the cost

of the repairs not covered by, or in excess of, insurance proceeds is a Common Expense;

- (c) **Damage Caused by Owners.** If the damage or destruction is caused through the willful or negligent act of a Unit Owner, its employees, tenants, guests or invitees, then the Association shall undertake the necessary repairs subject to the provisions of Article V, and charge any costs incurred to the Unit Owner causing such damage or destruction; and
- (d) **Non-Restoration of Damage or Destruction.** Notwithstanding the existence of sufficient insurance, the Unit Owners may, upon the affirmative vote of not less than seventy-five percent (75%) of the voting power of Unit Owners taken within ninety (90) days after such damage or destruction, elect not to repair or restore such damage or destruction.

Section 3. Disbursements of Construction Funds.

- (a) **Establishment of Construction Fund.** Any proceeds of insurance collected on account of any casualty, any sums appropriated by the Board from reserves and any sums received from collections of Special Assessments on account of such casualty, shall constitute a construction fund to be deposited with the Insurance Trustee as determined in accordance with this Declaration. This fund shall be disbursed for payment of the costs of repair and reconstruction upon resolutions of the Board in a manner that assures completion in accordance with plans, specifications and estimates and payment of all contractors in accordance with the mechanic's lien laws of the State of Ohio; and
- (b) **Balance After Payment.** If there is a balance in the construction fund after payment of all costs of the repair and reconstruction for which the construction fund is established, such balance shall be credited to all Unit Owners in proportion to their respective Undivided Interests in the Common Elements against their respective Common Expense Liability then due or thereafter becoming due.

Section 4. Priority of Common Elements Over Unit. If the damage is to both Common Elements and Units, the construction fund shall be applied to the cost of repairing those portions of the Common Elements that enclose and service the Units, then to the cost of repairing the other Common Elements.

**ARTICLE XI.
AMENDMENT OF DECLARATION AND BYLAWS**

Section 1. By the Unit Owners. Except as otherwise provided in this Declaration and/or in the Bylaws, this Declaration and the Bylaws may be amended upon the filing for record with the Recorder of Franklin County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain a certification by the President of the Association stating that Unit Owners entitled to exercise at least seventy-five (75%) percent of the

voting power of the Association have approved the amendment. Such amendment need not be signed by the Unit Owners.

Section 2. 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 a majority of the voting power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

- (a) the consent of all Unit Owners, in addition to the consent of Eligible Mortgagees described above, shall be required for any amendment affecting a change in
 - (i) the boundaries of any Unit;
 - (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (iii) the number of votes in the Association appertaining to any Unit or
 - (iv) the fundamental purposes to which any Unit or the Common Elements are restricted; 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 Mortgagees on Units whose owners are entitled to exercise fifty-one percent (51%) or more of the voting power of owners of Units that are subject to mortgages shall be required to terminate the Condominium;

Section 3. By the Declarant. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Unit Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, or any other agency which may insure or purchase loans on a Unit. No such amendment, however, shall materially affect any Unit Owner's interest in the Association or the Common Elements. Each Unit Owner and his or her mortgagees, by acceptance of a deed to a Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

Section 4. Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:

- (a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;
- (b) To meet the requirements of insurance underwriters;
- (c) To bring the Declaration into compliance with the Condominium Act;
- (d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or
- (e) To designate a successor to the person named to receive service of process for the Association.

ARTICLE XII.

MORTGAGEE PROTECTIVE PROVISIONS

Section 1. Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain mortgages on the Property. This Article is supplemental to any other provisions of the condominium documents. This Article is not a substitute for any other provisions. In the case of conflict, this Article shall control.

Section 2. Percentage of Eligible Mortgagees. Wherever this Declaration requires the approval or consent of a specified percentage of Eligible Mortgagees, this percentage shall be calculated as follows. Divide the specified percentage of votes in the Association of the consenting Eligible Mortgagees by the total percentage allocated to all Eligible Mortgagees, then multiply by 100.

Section 3. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee, as applicable;
- (b) Any default in the performance of any obligation under the condominium constituent documents owed by a Unit Owner whose Unit is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee, as applicable, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in the Declaration; and
- (e) Any judgment rendered against the Association.

Section 4. Consent and Notice Required. No amendment of any material provision of the condominium documents by the Association or Unit Owners described in this Section may be effective unless the following actions are taken. Notice must be given to all Eligible Mortgagees and Eligible Insurers as required above. The affirmative vote of at least seventy-five percent (75%) of the Unit Owners must be obtained, along with approval by at least fifty-one percent (51%) of the Eligible Mortgagees. The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. A change to any of the following would be considered material:

- (a) Voting rights;
- (b) Assessments (to the extent the increase is more than twenty five percent (25%) of what was previously charged), assessment liens or priority of assessment liens;
- (c) Reserves (to the extent they are decreased) for maintenance, repair and replacement of Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repairs;
- (g) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding mortgages in such Units need approve such action;
- (h) Redefinition of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding mortgages in such Unit or Units need must approve such action;
- (i) Convertibility of Units into Common Elements or Common Elements into Units;
- (j) Leasing of Units;
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) A decision by the Association to establish self-management when professional management had been required previously by the Documents or any Eligible Mortgagee;
- (m) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

- (n) Termination of the Condominium regime after occurrence of substantial destruction or condemnation; and
- (o) Any provision that expressly benefits mortgage holders, insurers or guarantors.

Section 5. Actions. The Association may not take any of the following actions without the notice to all Eligible Mortgagees, as required by Section 3 above, and approval of at least 51% of the Eligible Mortgagees. Some of these actions require a higher percentage of approval by Eligible Mortgagees. This restriction shall not apply to rights reserved to the Declarant as Special Declarant Rights. The actions are as follows:

- (a) The conveyance or encumbrance of the Common Elements or any portion thereof, wherein an 80% Eligible Mortgagee approval is required;
- (b) The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium regime will not be deemed a transfer within the meaning of this clause.
- (c) The termination of the Condominium regime for reasons other than substantial destruction or condemnation, as to which sixty-seven percent (67%) of the votes of Eligible Mortgagees is required;
- (d) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being effected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
- (e) The granting of any easements, leases, licenses or concessions through or over the Common Elements (excluding, however, any utility easements serving or to service the Condominium regime and excluding any leases, licenses or concessions for no more than one (1) year);
- (f) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly without the consent of all Eligible Mortgagees; and
- (g) The failure of an Eligible Mortgagee or Insurer to respond within sixty (60) days to any written request of the Association delivered by certified or registered mail, "return receipt requested" for approval of an addition or amendment to the documents wherever Eligible Mortgagee or Insurer approval is required, shall constitute an implied approval of the addition or amendment.

Section 6. Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, books and records and financial statements. The Association shall permit any Eligible Mortgagee or Eligible Insurer or other first mortgagee of Units, to inspect the books and records of the Association during normal business hours.

Section 7. Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request, a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

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

Section 8. Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 9. Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting that a Unit Owner may attend.

Section 10. Appointment of Trustee. In the event of damage or destruction under Article IX or condemnation under Article X of all or a portion of the Property, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to this Declaration. Such Trustee may be required to be a corporate Trustee licensed by the State of Ohio. Proceeds will thereafter be distributed according to Article IX or according to a condemnation award. Unless otherwise required, the members of the Board of Directors, acting by majority vote through the president may act as Trustee.

Section 11. Unpaid Dues. Any first mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues accrued before the acquisition of the title to the unit by the mortgagee. If the condominium association's lien priority includes costs of collecting unpaid dues, the Seller/Service will be liable for any fees or costs related to the collection of the unpaid dues.

Section 12. Veterans Administration Limitations. If the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration:

- (a) Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:

- (i) Assessment basis or assessment liens;
 - (ii) Any method of imposing or determining any charges to be levied against individual Unit Owners;
 - (iii) Reserves for maintenance, repair or replacement of Common Element improvements;
 - (iv) Maintenance obligations;
 - (v) Allocation of rights to use Common Elements;
 - (vi) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
 - (vii) Reduction of insurance requirements;
 - (viii) Restoration or repair of Common Element improvements;
 - (ix) The addition, annexation or withdrawal of land to or from the project;
 - (x) Voting rights;
 - (xi) Restrictions affecting leasing or sale of a unit;
 - (xii) Any provision which is for the express benefit of mortgagees;
 - (xiii) The rights of any specific class of members;
 - (xiv) Termination of the Declaration;
 - (xv) Dissolution of the Association except pursuant to a consolidation or merger;
or
 - (xvi) Conveyance of all Common Elements.
- (b) Any of the following action taken by the Association:
- (i) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the subject association);
 - (ii) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;
 - (iii) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;

- (iv) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (1) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (2) dedicating Common Elements as required by a public authority; (3) limited boundary-line adjustments made in accordance with the provisions of the declaration or (4) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);
- (v) Using insurance proceeds for purposes other than construction or repair of the insured improvements;
- (vi) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);
- (vii) Terminating the Declaration;
- (viii) Dissolving the Association except pursuant to a consolidation or merger; or
- (ix) Conveying all Common Elements.

Section 13. Actions by Meeting of Members. If any of the above actions are taken at a meeting of the Members, then the following provisions apply:

- (a) at least 25 days advance notice to all Members is required;
- (b) the notice states the purpose of the meeting and contains a summary of any material amendments or extraordinary actions proposed;
- (c) the notice contains a copy of the proxy that can be cast in lieu of attendance at the meeting; and
- (d) the quorum is at least 20 percent of the total number of votes.

Section 14. Approval of Capital Expenditures. A majority vote of the Members is required to approve capital expenditures, other than for repair and replacement, during any fiscal year of more than twenty (20%) percent of the budget for Common Expenses for that fiscal year.

ARTICLE XIII. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

Section 1. Remedies. The violation of any covenant or restriction contained in the Declaration or the Bylaws or violation of any rule or regulation duly adopted by the Association shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

- (a) The Board may take any of the following actions:
- (i) levy an enforcement assessment against the Unit Owner or Occupant which shall also be an Individual Unit Assessment under Article V, of the Declaration;
 - (ii) enter upon a Unit or a portion thereof upon which, or as to which, a violation or breach exists and to summarily abate and remove at the expense of the Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Declaration or Bylaws, and the Board or its agents shall not be deemed guilty in any manner of trespass or wrongful act;
 - (iii) institute appropriate legal proceedings to enjoin, abate, or remedy the continuance of any breach; and
 - (iv) undertake such dispute resolution methods such as mediation or arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

Section 2. Notice Required. Prior to any action, the Board shall give the Unit Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard regarding it. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

Section 3. Costs. The costs of any remedies, including, but not limited to, the costs to enter and summarily remove violations, court costs and attorneys' fees, shall be the personal obligation of the Unit Owner and charged to the Unit as an Individual Unit Assessment under Article V, of the Declaration.

ARTICLE XIV. SPECIAL DECLARANT RIGHTS

Section 1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns and the Builder, the right to maintain sales offices and models in the Units or in the Common Elements.

Section 2. Signs and Marketing. The Declarant reserves for itself, its successors and assigns and the Builder, the right to post signs and displays in the Common Elements to promote sales of Units and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 3. Control of the Association.

(a) Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association for a period which shall terminate no later than the earlier of:

- (i) Sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain; or
 - (ii) Five (5) years after the Association is established.
- (b) **Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.
- (c) **Initial Board; Transition from Declarant Control.** The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners other than the Declarant shall meet and elect one of the Directors at such meeting and the Declarant shall designate the other two of the Directors, which Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the previous paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created.

At the end of the Declarant Control Period set forth above, the Association shall meet and all Unit Owners, including the Declarant, shall elect three (3) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.).

Section 4. **Declarant's Personal Property.** The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, within one (1) year after the sale of the last Unit, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

ARTICLE XV. MISCELLANEOUS PROVISIONS

Section 1. **Binding Effect.** Each Unit Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, by all

impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 2. Nonwaiver of Provisions. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 3. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or if any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 4. Headings. The heading to each article and to each section hereof are inserted only as a matter of convenience and for reference and no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

Section 5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class professional condominium development.

Section 6. Limited Warranties. Declarant provides to each purchaser of a Unit from Declarant certain limited warranties which are described in a development statement provided to each of those purchasers at or prior to the time the purchaser enters into a contract to purchase a Unit from Declarant. Declarant specifically disclaims any and all warranties, express or implied, other than as set forth in Declarant's limited warranty and as required by Chapter 5311 of the Ohio Revised Code and specifically disclaims any implied warranty of habitability, fitness for a particular purpose, or construction in a workmanlike manner. In addition, the time limit for commencing the prosecution of claims of negligence, breach of contract and/or the failure to construct improvements in a workmanlike manner shall be one year commencing on the date the deed for the Unit was recorded. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to the Common Elements. In addition, all warranties received by the Declarant with regard to the Common Elements added by any expansion shall automatically be assigned to the Association upon the recording of an amendment to the Declaration expanding the Condominium to include those Common Elements.

Section 7. 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 hereby apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

ARTICLE XVI. DEVELOPMENT RIGHTS

Section 1. Expansion of the Condominium. The Declarant expressly reserves to itself, its successors and assigns, the option and right to expand the Condominium. To do so, the Declarant may subject to this Declaration and the Condominium Act, and to submit to the Condominium all or

any portion of the Additional Property described in Exhibit "E" attached hereto and by this reference incorporated herein, including any improvements thereon. The Declarant, however, is not obligated to expand the Condominium.

- (a) Consent of the Unit Owners shall not be required to exercise this option;
- (b) This option to expand shall expire seven (7) years from the date that this Declaration is filed with the Recorder of Franklin County. This option shall be renewable for an additional seven (7) year period at the option of the Declarant, during the six months prior to the time that the option expires with the consent of the holders of the majority of the voting power of the Unit Owners other than the Declarant;
- (c) There are no circumstances that will terminate the option to expand prior to the time established;
- (d) A legal description of all Additional Property that may be annexed is set forth in Exhibit "E";
- (e) Declarant is not required to annex all or any portion of the Additional Property. Declarant shall not be required to annex all or a particular portion of the Additional Property, in the event that any of the Additional Property is annexed. There are no limitations on Declarant's right to annex all or a particular portion of the Additional Property;
- (f) Declarant may annex portions of the Additional Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions annexed, or regulating the order in which portions are annexed;
- (g) There are no limitations as to the locations of any improvements that may be made on any portion of the Additional Property;
- (h) The maximum number of Units that may be created on the Additional Property is 86 and the maximum number of Units that may be part of the Condominium is 90;
- (i) In terms of quality of construction and principal material used, structures erected on the Additional Property shall be compatible with those on the Property;
- (j) There is no requirement that Units created on the Additional Property be the same type or shall be substantially identical to Units of the Property. There are no limitations on the types of Units that may be created on the Additional Property.

Section 2. Limited Common Elements on Additional Property. The Declarant expressly reserves the right to create Limited Common Elements within any portion of the Additional Property or to designate Common Elements within any portion of the Additional Property that may subsequently be assigned as Limited Common Elements. Such Limited Common Elements shall be of a type, size and maximum number that are consistent with those in the Property.

Section 3. Allocated Interests. If the option to expand the Property is exercised, the Allocation of Allocated Interests as set forth in Article II, shall be reallocated in the same manner as set forth therein.

Section 4. Exercise of Option. This option reserved shall be exercised by the Declarant, its successors and assigns. The Declarant shall exercise this option by adoption, execution and recordation of an amendment to this Declaration together with such drawings and other documents as may be required by the Condominium Act.

Section 5. Assignment of Option. The Declarant may assign all or part of the rights reserved herein with respect to all or part of the Additional Property. Such assignment shall not be effective until an instrument evidencing such assignment is recorded in the office of the Recorder of Franklin County, Ohio. Upon such assignment and unless expressly assumed, neither the Declarant nor the successor declarant shall be liable for warranty obligations, misrepresentations, or breaches of fiduciary duty made by the other.

Section 6. Successor Unit Owner Not Liable For Actions of Declarant. A successor Unit Owner of the Property or of Additional Property added to the Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by §5311.01(C) of the Condominium Act) 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 a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 7. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant does not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

Section 8. Power of Attorney. Coupled with this option to expand the regime, the Declarant expressly reserves in favor of itself, its successors and assigns, a power of attorney to act on behalf of any person having an interest in the Property or the Additional Land, whether such interest is legal or equitable, including interests held as security for an obligation, granting to the Declarant, its successors and assigns, the right and power to take such steps and execute any documents as are necessary to effect the expansion of the regime and the annexation of the Additional Property. This power of attorney shall not be affected by the death or disability of any

principal and shall be irrevocable as long as the option to expand the regime is in effect. In any event, this power of attorney shall remain in effect for as long as the Declarant's option to expand as set forth above is in effect.

Section 9. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Franklin County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

- (a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two-year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added; (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties; and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;
- (b) the Unit Owner or Unit Owners of a Unit or Units in the added portion shall thereupon become members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Unit Owner or those Unit Owners;
- (c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;
- (d) with respect to Units added, Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and
- (e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Unit Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, Schottenstein Homes LLC has caused the execution of this Declaration to be signed as of the 19th day of July, 2017, by Paul S. Coppel, its Executive Vice President.

SCHOTTENSTEIN HOMES LLC

By: 

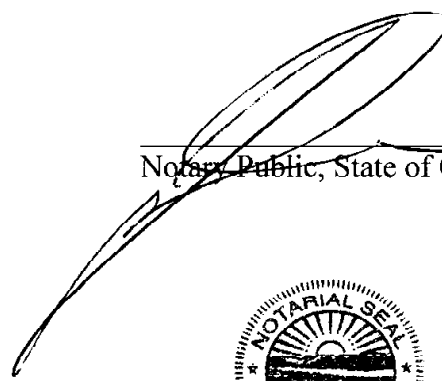
Paul S. Coppel

Its: Executive Vice President

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, this 19th day of July, 2017, by Paul S. Coppel, Executive Vice President of Schottenstein Homes LLC, an Ohio limited liability company, on behalf of said company.


Notary Public, State of Ohio



JOHN A. GLEASON

Attorney At Law

Notary Public, State of Ohio

My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT F

BYLAWS (Code of Regulations) OF
THE COTTAGES AT BALLANTRAE WOODS
CONDOMINIUM OWNERS ASSOCIATION

**ARTICLE I
NAME AND LOCATION**

The name of the Association is The Cottages at Ballantrae Woods Condominium Owners 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 Cottages at Ballantrae Woods Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles") and the place of meetings of Unit Owners (members) and of the Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("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 The Cottages at Ballantrae Woods Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

**ARTICLE III
UNIT OWNERS (MEMBERS)**

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

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

Section 4. Notice of Meetings. Except as otherwise provided in the Declaration, 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 seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that

notice at such address at least seven (7) 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 purpose of the meeting.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Unit Owners entitled to cast at least twenty percent (20%) of the voting power of the members 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 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 6. Proxies. At any meeting of Unit Owners a Unit Owner who is entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. 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. Except as otherwise provided in the Declaration, each Dwelling Unit is assigned one (1) vote to be cast by its Unit Owner(s).

Section 8. 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 having not less than a majority 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 shall be those three (3) persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws. Except for Directors appointed by the Declarant, Directors shall be elected by the Unit Owners from among the Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

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 vote of Unit Owners holding at least 67% of the voting power of the 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 the 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. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, 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. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. 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 voting power as they are entitled to exercise 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 a re-vote among the tied candidates. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three days' notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. 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 shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to

close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

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 affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers. The Board shall exercise all powers and 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 all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (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 as provided in the Declaration;
- (f) adopt and publish rules and regulations:
 - (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
 - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;
 - (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or Bylaws; and
 - (iv) establishing penalties for the infraction thereof;
- (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 assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

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

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future income and to levy assessments upon the members; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

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

(c) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Unit;

(ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;

(d) 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;

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

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

(g) cause the restrictions created by the Declaration to be enforced; and

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

ARTICLE V OFFICERS

Section 1. Enumeration of Offices. 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. Only the president must be a Director. No other officer need even be a member of the Association. The same person may hold more than one office.

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

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

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

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

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

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

(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 an 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 shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, Bylaws and Articles); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared. Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgages on a Unit, may examine and copy any of the foregoing books, records and financial statements during normal business hours pursuant to reasonable standards established in the Declaration, these Bylaws, or by rules and regulations promulgated by the Board, which may include, without limitation, 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. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Condominium Property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, Bylaws, or rules and regulations of the Association against Unit Owners; or

- (5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time (but no later than 120 days after the end of the Association's fiscal year following request; provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

- (1) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and
- (2) upon request, to a holder, insurer, or guarantor of any first mortgage on a Unit, at the expense of the requesting party.

ARTICLE IX INDEMNIFICATION

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

Section 2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by that individual in connection with the defense or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be

liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

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

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

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

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

Section 7. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self- insurance, for or on behalf of any individual who is or was a Director, officer, agent,

employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Article or of the Ohio nonprofit corporation law.

ARTICLE X FISCAL YEAR

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

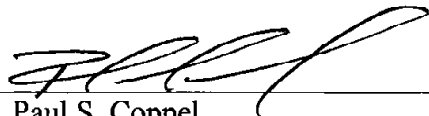
ARTICLE XI AMENDMENTS

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 Recorder of the county in which the Condominium is located.

IN WITNESS WHEREOF, the undersigned, Schottenstein Homes LLC, the sole member of the Association, has caused these Bylaws to be duly adopted as of the 19th day of July, 2017.

SCHOTTENSTEIN HOMES LLC

By: _____


Paul S. Coppel

Its: Executive Vice President

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