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| CONCORD TOWNSHIP DELAWARE COUNTY, OHIO | APPLICATION Change in Zoning |
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FEE: \$ 6,036

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

PURPOSE: _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

SUBMITTAL REQUIREMENTS – The following must be submitted with the correct application fee: One (1) completed application form signed by property owner(s) or lessee(s); AND arrange the following into fifteen (15) packets:

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

APPLICATION NUMBER: _____ **DATE FILED:** _____

ADDRESS OF PROPERTY: 10204 CONCORD RD, DUBLIN OH 43017 (600-342-02-016-000 AND 600-342-02-013-000)

NAME OF APPLICANT: Epcon Communities Inc, c/o Craig Cherry

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

PHONE: 614-761-1010 **EMAIL:** ccherry@epconcommunities.com

NAME OF OWNER: SOUTHWORTH KENNETH N TRUSTEE

ADDRESS OF OWNER: 8201 BAGDAD RD, BAGDAD KY 40003

PHONE: _____ **EMAIL:** _____

PRESENT ZONING: FR-1 **PRESENT USE:** SINGLE FAMILY HOME

DESCRIPTION OF REQUEST (LAND/STRUCTURE USE): REQUEST REZONING TO A PLANNED RESIDENTIAL DISTRICT (PRD)

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

Owner/Lessee: *Bruce Powell Attorney for Owner*

Date: November 17, 2023

Received and Accepted by: _____
(Zoning Inspector)

Date: _____

Faris Planning & Design, LLC

Landscape Architecture
4876 Cemetery Road
p(614)487-1964



Land Planning
Hilliard, OH 43026
www.farisplanninganddesign.com

January 23, 2024

Attn: Ric Irvine, Concord Township Zoning Department

From: Todd Faris, Faris Planning & Design

Re: Courtyards on Concord Revisions

Cc: Craig Cherry – Epcon Communities, Property Developer

This document serves to highlight all revisions made to the development plan submission. Any exhibit listed below shall replace the previous exhibits in the submission from November 20, 2023.

Changes have been made to address to the items noted on the Preliminary Landscape Standard Review from December 2023, including recategorizing and recalculating the screening requirements, increasing the screening provided, and adding divergence requests to account for preserved wooded areas and to request allowance of model homes without need to gain additional approval from BZA.

Additionally, three new exhibits have been included in the package: D-1.1: Tree Protection Plan, F-3: Fencing Samples, and H-1: Traffic Study.

Revised Exhibits:

- Development Text
- C-1 – Illustrative Development Plan
- C-2 – Site Dimension Plan
- C-3 – Phasing Plan
- C-4 – Open Space Plan
- D-1 – Landscape Requirement Diagrams and Calculations
- D-1.1 – Tree Protection Plan
- D-2 – Overall Landscape Plan
- D-6.1 – Site Details
- E-1 – Utility Plan
- F-1 – Architectural Elevations
- F-3 – Fencing Samples
- H-1 – Approved Traffic Study

THE COURTYARDS ON CONCORD

Planned Residential District
Concord Rd
Concord Township, Ohio
November 20, 2023



Application for Planned Residential District (PRD)

January 23, 2024

Property Parcel No.: 600-342-02-016-000, 600-342-02-013-000

(Concord Road between Brodie Boulevard to the North and Tartan Fields Drive to the South)

Applicant: Epcon Communities
500 Stonehenge Parkway
Dublin, Ohio 43017

Land Planner: Todd Faris
Faris Planning & Design
4876 Cemetery Rd
Hilliard, Ohio 43026
Phone: 614-487-1964

ARTICLE XI - PLANNED RESIDENTIAL DISTRICT (PRD)

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

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

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

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

This zoning district will consist of +/-36.471 acres and 54 single family homes, in a condominium legal structure as determined by the developer as shown on Exhibit C-1 Development Plan. There will also be a clubhouse and outdoor recreation and gathering amenities such as a pool, fire pit and pickleball court with related parking, walking paths, a community garden and CBU locations as shown on Development Plan Exhibits.

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

This use will not be permitted in this zoning district.

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

This use will not be permitted in this zoning district.

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

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

Section 11.04 - CONDITIONAL USES: Within the PRD zoning district the following uses may be permitted, subject to the conditions and restrictions imposed by the Board of Zoning Appeals (BZA) pursuant to the provisions of Article XXVIII of this Resolution. Conditionally permitted uses shall be considered abandoned if said use or uses are not commenced within one (1) year from the date of BZA approval or are discontinued for a period in excess of two (2) years. Unless the conditional use permit specifically provides that the grant shall be permanent and shall run with the land, the sale or conveyance of the land and or structure wherein the same is located or upon which the same is granted shall void the conditional use permit, and the subsequent owner(s) or his/her agent shall be required to apply for a continuation and/or modification of such use(s) to the BZA. A designation by the BZA that a permit is permanent and shall run with the land does not affect the right of authorities to seek redress for failure to comply with conditions imposed. No conditional use shall be implemented until a conditional use permit is issued by the Zoning Inspector.

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

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

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

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

- 1) Hours of operation: All model homes shall be closed between 9:00 P.M. and 9:00 A.M.
- 2) Lighting: All exterior lighting must be down lighting, so that no light shall be cast onto adjoining residential properties. All off-street parking areas must be illuminated. All exterior lighting shall be extinguished at the closing time of the model home.
- 3) Parking: All model homes shall provide off-street paved parking for the public. Such off-street paved parking shall be located as directed by the Board of Zoning Appeals. The number of required parking spaces shall be six (6) per model home.
- 4) Screening and trash receptacles: Landscape drawing shall be required and shall show adequate landscape and screening from adjoining residential lots, together with the clear marking of the boundaries of the model home lot. Trash receptacles shall be provided around the model home for use by the public.
- 5) Termination of use: The use of model homes within a residential subdivision, or within any single phase of a multi-phase subdivision, shall terminate when building permits have been issued for ninety percent of the lots therein.

A divergence is being requested to allow for one (1) model home to be constructed without requiring additional BZA review. The applicant feels that this can be handled at the BZC

level without necessitating the additional time required of the BZA. The model home will comply with the restrictions above.

Section 11.05 - PROHIBITED USES:

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

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

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

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

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

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

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

Section 11.06 – PROCEDURE:

In addition to any other procedures set out in this Resolution, all applications for amendments to the zoning map to rezone lots to this PRD district shall follow the procedures hereinafter set forth:

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

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

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

b) Development Plan - Fifteen (15) copies of the development plan shall be submitted to the Zoning Commission with the application, which plan shall include in text and drawing form the following:

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

This zoning district consists of approximately +/- 36.471 acres. The legal description has been submitted as part of the zoning application and is attached hereto as Exhibit B-1.

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

See Development Plan attached hereto as Exhibit C-1 and declaration of covenants, easements, restrictions attached hereto as Exhibit G-1.

Each owner of a single-family dwelling shall be a member of a condominium unit owners' association (COA), which shall own and maintain open spaces, community facilities and site amenities. The condominium owners' association shall be formed prior to the closing of the sale of the first home from the developer. Prior to the time the COA is created, the property will be maintained by the developer.

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

The exteriors of the homes constructed shall be comprised entirely of stone, brick, cultured stone, EIFS, wood (including engineered wood), cementitious fiber or stucco, or a combination thereof, except for gutters, soffits and overhangs, entry doors, garage doors and other accents. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, gable end accents, etc.

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

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

See Exhibit G-1 for Sample COA Declaration.

See Exhibit D6.1 for specifications and limitations for signage for entranceway.

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

Water

See Exhibit E-2 for Engineering Feasibility Letter and Exhibit E-3 for Delco Water Serviceability Letter.

Sanitary

See Exhibit E-2 for Engineering Feasibility Letter and Exhibit E-4 for Delaware County Sanitary Engineer Letter.

Surface Drainage

All surface and subsurface storm water provisions will comply with the Delaware County Engineer's Regulations, including detention and retention requirements, subject to any waivers granted by the county Engineer's office. The proposed storm water drainage facilities (basins) are shown on the plan. All retention facilities will be wet ponds and detention basins shall be dry. See Exhibit C-1 for Development Plan and Exhibit E-2 for Engineering Feasibility Plan.

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

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

Access is from a proposed entry drive from Concord Road as shown on the Development Plan, attached as Exhibit C-1. A proposed secondary emergency access drive is provided through the site and to Concord Road, which also serves as driveway access for the neighbor to the south. The secondary driveway and emergency access shall be protected from public access through a design plan with protection details as approved by the Concord Fire Department. The maintenance and upkeep of the emergency access drive shall be the sole responsibility of the COA. Any alternative emergency access to that shown shall be subject to approval, shall involve similar protection from public use and shall be subject to separate agreements with impacted adjacent property owners. Streets shall be private as approved by the Delaware County Engineer's Office. Streets shall be 26 feet in width with on-street parking allowed on one side of the streets, on the opposite side from fire hydrants.

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

The site is bounded by the existing Tartan Fields Golf Course and single-family community development to the West and East across Concord Road, as well as large lot house parcels to the North and South in the surrounding area. See Exhibit A-1 for a list of surrounding owners and addresses.

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

See Development Plan, attached as Exhibit C-1 & Open Space Plan, attached as Exhibit C-4 for open space areas, pathways, clubhouse, pool and outdoor recreation amenities. There are +/-19.4 acres total open space.

8) A landscape plan in compliance with Section 11.09 of Article XI. In addition to the landscape plan, the applicant shall also provide a written proposed timeframe for implementation of the landscape plan after approval of the development plan so as to provide township officials with definitive guidelines as to when the landscape plan shall be completed.

See Landscape Plan attached as Exhibit D-2 & Open Space Plan attached as Exhibit C-4.

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

When zoning and engineering are approved, construction will start in late 2024 or early 2025, and streets and utilities will be developed in two phases. Construction of the units will proceed with the pace of home sales. Landscaping is to be installed with each phase completion. See Phasing Plan Exhibit C-3.

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

This project will be developed in two phases, subject to market conditions and/or weather-related construction and seasonal issues. Each phase is anticipated to take 12-24 months to complete subject to the same market and, construction issues, as well as approval timeframes.

11) The ability of the applicant to carry forth the proposed development plan by control of the land and the engineering feasibility of the plan. If the applicant is not the owner, the applicant must have written authorization from the owner.

The applicant currently has a purchase contract for the property.

12) Specific statements of divergence from the development standards in Article XXI, Section 11.07 of Article XI or existing county regulations or standards and the justification therefore. Unless a divergence from these development standards is specifically approved, the same shall apply to any approved development plan.

See divergence request from section 11.04 (c) requiring additional review by BZA of model home plan.

Rational: The applicant feels that this can be handled at the BZC level without necessitating the additional time required of the BZA.

See divergence request from section 11.06 (f) requiring plat approval.

Rationale: As this is a condominium development, no plat is required.

See divergence request from section 11.07(b)(3) below to allow a divergence in the twenty (20) foot structure separation to reduce such separation to twelve (12) feet.

Rationale: A 12 foot structure separation allows for the homes to be clustered, allowing for greater separation from existing homes and Concord Rd. Additionally, all homes feature outdoor courtyard spaces as a prominent design feature of patio-style homes and indoor to outdoor living. As designed, the separation between homes creates individual private courtyards. Larger separations do not allow the achievement of this courtyard home design goal.

See divergence request from section 11.07d below to allow a decrease in the total number of required trees within the protected natural area from 972 to 372.

Rationale: It is estimated that at minimum, 600 trees will be preserved in the designated protected areas on the south of the property. It is requested that the number of new trees required be reduced to 372, to be placed in areas not currently treed. This will allow those areas to have a healthy density of planting while still providing the desired diversity of species.

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

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

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

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

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

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

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

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

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

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

This section is requested for divergence as no plat is required for the proposed condominium development.

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

See Development Plan, attached as Exhibit C-1 for Development Plan

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

See Declaration of covenants, easements, and restrictions, attached as Exhibit G-1.

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

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

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

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

a) Intensity of Use - The maximum density shall be one and one-half (1 1/2) dwelling units per gross acre within the area to be developed, unless a divergence is approved in accordance with Section 11.06 of this Article.

The Development is proposed to be +/-1.48 du/ac.

The property is adjacent to Concord Road, a significant thoroughfare. This type of empty-nester and senior housing “lives quieter”, is less intense in terms of occupancy at an average of 1.7 persons per home and has a lower impact on infrastructure, traffic and schools compared with conventional single-family housing at the same density The developer provides many on-site recreational, social and community amenities for its own residents, taking pressure off local public park and community facilities. Walking paths are incorporated into the community design.

b) Arrangement of Structures

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

See Development Plan, attached as Exhibit C-1, for setbacks as established by this plan.

2) Building Height Limits - No building in this district shall exceed thirty-five (35) feet in height measured from the finished grade established not closer than fifteen (15) feet to the exterior wall of the structure. Barns, silos, grain bins, grain handling conveyors, church spires, domes, flag poles

and elevator shafts are exempted from any height regulation and may be erected to any safe height. No windmill, aerial, antenna or tower shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said lot.

This zoning district will meet the building height limitation requirements. Minimum square footage shall be 1,500 square feet for all single-story dwellings.

3) Structure Separation – No structure shall be located closer than twenty (20) feet to another structure and shall be measured from the greater of roof overhangs, cantilevers of the structure, generators, egress window wells and all other structures attached to a primary residence.

Divergence from and reduction of the required twenty (20) feet structure separation down to twelve (12) feet is requested to accommodate portions of larger footprint, predominantly ranch-style and patio homes and portions of buildings to encroach into the twenty-foot (20) area.

c) Building Dimension (Floor space requirements) - Each single-family dwelling hereafter erected in this district shall have a living area based upon design of the structure:

| | |
|--|-------------------|
| Ranch/Single Story Dwelling with No Loft | 1,500 square feet |
| Single -Story Dwelling with Loft | 1,500 square feet |
| Two-Story Dwelling | 2,000 square feet |

Any other design of dwelling not referenced herein shall have a living area not less than one thousand five hundred square feet (1,500) square feet. All such living areas shall be exclusive of basements, porches, or garages.

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

| | |
|---------------------------------|-------------------|
| One (1) bedroom unit | 800 square feet |
| Two (2) bedroom unit | 950 square feet |
| Three (3) or more bedroom units | 1,000 square feet |

The minimum square footage of proposed single-family homes shall meet this zoning requirement.

d) Landscape – All proposed developments within the Planned Residential District shall comply with the Concord Township Planned Residential District Landscape Standards incorporated in Section 11.09.

This zoning district will meet the Section 11.09 landscaping requirements through a combination of preservation of existing landscape and trees, the incorporation of new

mounding, landscape, and fencing as shown on the Landscape Plans, Exhibits D-1, D-2, D-2.1, D-3, and D-3.1.

A divergence is being requested from the Protected Natural Area Planting Requirements. The code requires 18 trees be planted per unit, a total of 972 trees. It is estimated that a minimum of 600 trees will be preserved in the designated protected areas on the south of the property. It is requested that the number of new trees required be reduced to 372, to be placed in areas not currently treed. This will allow those areas to have a healthy density of planting while still providing the desired diversity of species.

e) Building Materials - All residential structures proposed in this district shall incorporate natural finishes or synthetic materials as approved by the Zoning Commission and/or the Board of Trustees. Any approved materials must be incorporated on the approved development plat.

See Architectural Design Criteria, 11.06 b.3. for materials

f) Multi Use Paths – All developments in this district must incorporate multi-use paths with a minimum width of eight (8) feet and shall, to the extent reasonably possible, connect with other multi-use paths and/or sidewalks on adjacent properties.

There shall be a 10' width multi-use path located along Concord Road, and 5' width walkways provided within the interior of the proposed development as depicted on Development Plan Exhibit C-1.

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

This zoning district will meet the above requirement.

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

Each single-family home will have at least a two (2) car garage as well as two (2) parking spaces available in the driveway. On street parking shall be provided on one-side of internal streets, on the opposite side of streets from fire hydrants and in designated parking areas adjacent to the clubhouse and community garden.

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

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

Signage shall meet the requirements above. Temporary marketing signage will be utilized and will meet the requirements above. This signage shall be allowed to be placed once approved and remain until ninety-five percent of the homes are sold.

See entranceway signage detail as shown on Exhibits D-6.1, detail 5

j) Construction and Maintenance of Improvements within Right-of-Way - Unless otherwise specifically required by applicable law, the construction and maintenance of all improvements behind the curb line or the edge of pavement including but not limited to drainage improvements, landscape improvements, sidewalks and/or driveways approaches shall be the responsibility of the abutting property owner.

This zoning district will meet the above requirement.

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

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

This zoning district will meet the above requirement. See Exhibit D-5 for lighting plan and light fixture details.

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

This zoning district will meet the above requirement.

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

This zoning district will meet the above requirement.

o) Curbs and Base Coat - Curbs and base coat of an approved ODOT material of rolled, compacted concrete (RCC) or asphalt material shall be in place before zoning permits will be issued by the township.

This zoning district will meet these requirements.

Section 11.08 - EXTENSION OF TIME/MODIFICATION OF FINAL DEVELOPMENT PLAN:

a) An extension of the time limit for either filing the required subdivision plat, recording the approved subdivision plat, or enlarging the approval period for either a preliminary or final development plan may be granted by the Zoning Commission without public hearing provided the Commission finds that such an extension is not in conflict with the public interest, that there is a

legitimate purpose and necessity for such extension, and that the applicant shows evidence of a reasonable effort toward the accomplishment of the filing and/or recordation of the plat and the completion of the development of the project. A request for extension shall be filed prior to the expiration of the established approval period.

b) Proposed variations from the approved development plan that involve only one (1) lot shall be considered by the Board of Zoning Appeals under its hearing process pursuant to Article XXVIII Section 28.05 of the Zoning Resolution.

c) A request for minor changes to the final development plans shall be submitted to the Zoning Inspector for recommendations to the Board of Trustees, who will have final approval of all minor changes to the final development plans.

d) In the case of a request for a modification or amendment to the approved final development plan that represents a substantial departure from the intent of the original proposal, said modification or amendment shall be subject to the same procedure and conditions of development plan approval as the original application. The following shall be considered substantial departures from the original application.

- 1) A change in the use or character of the development;
- 2) An increase in overall lot coverage of structures and off-street parking;
- 3) An increase in the density;
- 4) A reduction in approved open space;
- 5) A reduction of off street parking and loading space;
- 6) A reduction in required pavement widths;
- 7) A reduction of the acreage in the planned development;
- 8) Any other departure from the approved development plan which is deemed substantial by the Zoning Commission.

Section 11.09 – CONCORD TOWNSHIP PLANNED RESIDENTIAL DISTRICT LANDSCAPE STANDARDS

See Landscape Plan Exhibits D-1, D-2, D-2.1, D-3, and D-3.1.

A divergence is being requested from the Protected Natural Area Planting Requirements. The code requires 18 trees be planted per unit, a total of 972 trees. It is estimated that a minimum of 600 trees will be preserved in the designated protected areas on the south of the property. It is requested that the number of new trees required be reduced to 372, to be

placed in areas not currently treed. This will allow those areas to have a healthy density of planting while still providing the desired diversity of species.



November 16, 2023

Trustees of Concord Township
6385 Home Road
Delaware, OH 43015

RE: Epcon Communities, Inc. / Courtyards on Concord

To Whom it May Concern:

Philadelphia Indemnity Insurance Company (Philadelphia) is proud to have served as the surety for Epcon Communities, Inc. (Epcon) since 2016. Philadelphia is rated A++ (Superior) by AM Best and listed on the current Department of the Treasury's Listing of Approved Sureties (Circular 570).

We are prepared to support Epcon with the necessary site plan improvement bonds if Epcon's plans for the Courtyards on Concord are approved by the Township. The approval of these bonds would be subject to the the prevailing underwriting criteria at the time of the request and executed with the mutual consent of Epcon and Philadelphia. Philadelphia, Epcon, and/or McGriff assume no liability to third parties or to you if for any reason we do not execute said bonds.

If we can provide you with further information about Epcon, please do not hesitate to give us a call.

Sincerely,

Philadelphia Indemnity Insurance Company

A handwritten signature in blue ink that reads "Julia C. McElligott".

Julia C. McElligott
Attorney-in-Fact
Direct Dial: 919.281.4556

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Bobbi D. Pendleton, Heather Segrist, Kenneth J. Peeples, Christopher A. Lydick, Adam Pfanmiller, Megan S. Bartman, Julia C. McElligott, Ronda W. Bush, Camille Move Edwards, David Liggett, Michael McCreadie, Margo G. Roberts, James Holden Keen, Katherine L. Pearce, Phillip Knowler, Chelsea Cranev, Turner A. Estep, and Joseph Zoller of McGriff Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

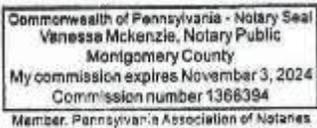


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of November, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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Exhibit "H-1" – Traffic Study

CF ARCIS VIII LLC
8070 TARTAN FIELDS DR
DUBLIN OH 43017

MUSTAFAGA DAVID & AMBER
10222 ARCHER LN
DUBLIN OH 43017

MCCRABB GREG & SUSAN
10230 ARCHER LN
DUBLIN OH 43017

CURRENT OWNER
10227 ARCHER LN
DUBLIN OH 43017

BLANKENSHIP JEFFREY &
CHERRY
10245 CONCORD RD
DUBLIN OH 43017

WOLSHIRE JAYSON & ALICIA
10225 CONCORD RD
DUBLIN OH 43017

BLANKENSHIP & CHERRY
10245 CONCORD RD
DUBLIN OH 43017

FRIEDLI FLOYD & PATRICIA
10211 CONCORD RD
DUBLIN OH 43017

CITKO ELIZABETH
7755 SEAY CT
DUBLIN OH 43017

DOOLEY MELANA & ERIC
7741 SEAY CT
DUBLIN OH 43017

SOUTHWORTH KENNETH
TRUSTEE
8201 BAGDAD RD
BAGDAD KY 40003

SOUTHWORTH KENNETH
TRUSTEE
10204 CONCORD RD
DUBLIN OH 43017

GREGORY BRIAN
10206 CONCORD RD
DUBLIN OH 43017

BUCHAN DANIEL & MAUREEN
10202 CONCORD RD
DUBLIN OH 43017

ROWLANDS THOMAS &
ELIZABETH
10130 CONCORD RD
DUBLIN OH 43017

BAJORIA SHEETAL & NIRMAL
10128 CONCORD RD
DUBLIN OH 43017

MULLADY ERIN
10126 CONCORD RD
DUBLIN OH 43017

WOHLERS CURTIS & CORINA
7735 TILLINGHAST DR
DUBLIN OH 43017

GLEIM RICHARD & JANET
7773 TILLINGHAST DR
DUBLIN OH 43017

HAWTHORNE HILL LLC
7480 BADENOCH DR
DUBLIN OH 43017

NOBLE STEVEN & JANET
7755 TILLINGHAST DR
DUBLIN OH 43017

ROBINSON MATTHEW &
ALLYSON
7762 SEAY CT
DUBLIN OH 43017

SPRAGUE JANE & DAVID
7763 SEAY CT
DUBLIN OH 43017

LEGAL DESCRIPTION

36.471 Acres

Situated in the State of Ohio, County of Delaware, Township of Concord, Virginia Military Survey Number 2897, being all of that 29.411 acre tract of land as conveyed to Kenneth N. Southworth, Successor Trustee of the Sue Ann Southworth Revocable Trust (1/2 interest), of record in Official Record 1983, Page 1055 and a portion of that original 16.061 acre tract of record in Official Record 1983, Page 1050 and all of that 29.411 acre tract and a portion of that original 16.061 acre tract as conveyed to Kenneth N. Southworth, Successor Trustee of the Robert W. Southworth Revocable Trust (1/2 interest), as conveyed in Official Record 1326 Page 188, all document references are to the records the Recorder's Office of Delaware County, Ohio, and being more particularly described as follows:

BEGINNING at a 5/8" rebar with a cap inscribed "Patridge" found at the southwesterly corner of Lot 6832 of a subdivision entitled "Redtail Estates", of record in Plat cabinet 4, Slide 31-31B;

Thence North 83°25'49" East, with the southerly line of said "Redtail Estates", passing a 5/8" rebar found at a distance of 683.54 feet, passing a 5/8" rebar found at a distance of 1006.73 feet, passing a 5/8" rebar found at a distance of 1257.23 feet, for a total distance of 1307.16 feet to a Mag Nail set in the centerline of Concord Road (County Road 129);

Thence South 6°35'46" East, with the centerline of said Concord Road, a distance of 507.27 feet to a Mag Nail found at the northeasterly corner of a 6.369 acre tract of land as conveyed to Daniel R. Buchan, of record in Official Record 2040, Page 2621;

Thence with the perimeter of said 6.639 acre tract the following courses:

South 83°14'47" West, passing a 5/8" rebar found at a distance of 30.00 feet, a total distance of 653.82 feet to a 3/4" iron pipe found (0.15' West) at a corner thereof;

North 6°34'38" West, a distance of 100.24 feet to a 3/4" iron pipe found bent (0.41 South and 0.31' East) at a corner thereof;

South 83°17'02" West, a distance of 100.24 feet to a 3/4" iron pipe found bent (0.39' East and 0.17' South) at a corner thereof;

North 6°17'23" West, a distance of 48.30 feet to a 3/4" iron pipe found bent at a corner thereof;

South 83°25'35" West, a distance of 381.68 feet to a 3/4" iron pipe found at a corner thereof;

South 20°59'13" West, a distance of 225.78 feet to a 3/4" iron pipe found at a corner thereof;

Thence South 5°15'09" East, continuing with the perimeter of said 6.369 acre tract, and with the westerly line of a 8.443 acre tract of land as conveyed to Brian D. Gregory, of record in Official Record 2032, Page 1343, passing a 5/8" rebar found with a cap inscribed "SLSS" cap at a distance of 249.42 feet, for a total distance of 647.90 feet to a 3/4" iron pipe found (0.22' West) in a northerly line of said 104.674 acre tract of land as conveyed to CF ARCIS VIII LLC, of record in Official Record 1263, page 573;

Thence South 83°20'02" West, with a northerly line of said 104.674 acre, a distance of 600.00 feet to a stone found (0.49' North);

Thence North 5°14'50" West, with the easterly line of said 104.674 acre tract and with the easterly line of a subdivision entitled "Tartan Fields Phase 5", of record in Plat Cabinet 2, Slide 110, passing a 3/4" iron pipe found bent at a distance of 1210.90 feet, for a total distance of 1810.76 feet to a 3/4" iron pipe found at the southwesterly corner of a 10.002 acre tract of land as conveyed to Hawthorne Hill, LLC, of record in Official Record 1770, Page 1034,

Thence North 83°27'36" East, with the southerly line of said 10.002 acre tract, a distance of 505.14 feet to a 3/4" iron pipe found in the westerly of Lot 6832 of said "Redtail Estates";



EXHIBIT B-1

Thence South 6°37'12" East, with the westerly line of said Lot 6832, a distance of 600.01 feet to the **POINT OF BEGINNING** and containing 36.471 acres of land, more or less;

Subject to all covenants, conditions, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for the description is Ohio State Plane Coordinate System, North Zone, NAD83 (2011)

All iron pins called as set are 5/8" X 30" rebar with yellow identification cap stamped "CESO".

CESO, Inc.

 *Jeffrey A. Miller* 11-2-23
Jeffrey A. Miller
PS Registered Surveyor No. 7211

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Situated in the County of Delaware, in the State of Ohio, and in the Township of Concord, and bounded and described as follows:

Being a 16.061 acre tract out of a 25.061 acre tract, located in Virginia Military Survey Number 2897, conveyed to R. and D. DeRoberts as Tract 1 in Deed Volume 430, Page 161, and more particularly described as follows:

Beginning, for reference, at the southeast corner of said Virginia Military Survey Number 2897, which is marked by a railroad spike found in the centerline of County Road No. 129 (Concord Road);

thence North 45° 32' 28" West 3254.04 feet, in the centerline of said County Road No. 129, to a railroad spike found in the centerline of said road, at the southeast corner of said 25.061 acre tract, and at the northeast corner of a 29.41 acre tract conveyed to Robert and Sue Ann Southworth in Deed Volume 442, Page 813, and being the PRINCIPAL PLACE OF BEGINNING of the herein described 16.061 acre tract;

thence South 85° 30' 30" West 1826.52 feet, to an iron pipe found marking the southwest corner of said 25.061 acre tract in the east line of a 76.80 acre tract conveyed to Foxhaven Farms in Deed Volume 476, Page 795;

thence North 3° 11' 05" West 600.16 feet, along the west line of said 25.061 acre tract and the east line of said 76.80 acre tract to an iron pipe found marking the northwest corner of said 25.061 acre tract and the southwest corner of a 15.865 acre tract conveyed to R. & D. DeRoberts in Deed Volume 430, Page 161;

thence, North 85° 30' 30" East 505.49 feet, along the north line of said 25.061 acre tract and the south line of said 15.865 acre tract to an iron pipe set and capped "P.S. 7068";

thence along the following two (2) courses across said 25 .061 acre tract:

South 4° 32' 28" East 300.00 feet, parallel with the centerline of said County Road No. 129, to an iron pipe set and capped "P.S. 7068";

South 85° 30' 30" West 1306.80 feet, parallel with the south line of said 25.061 acre tract, to a point in the centerline of said County Road No. 129 marked by a railroad spike set (passing an iron pipe found at 1276.80 feet);

thence South 4° 32' 28" East 300.00 feet along the centerline of said County Road No. 129, to the place of BEGINNING, containing 16.061 acres more or less.

Subject to all easements and restrictions of record. The basis of bearings is from Deed Volume 430, Page 161. All records ace on file at the Delaware County Recorder's Office.

This description was prepared from an actual survey of the premises made on September 1987, by Bradley J. Patridge, Professional Surveyor No. 7068

First Exception:

Situated in the State of Ohio, County of Delaware, Township of Concord, located in J. Brodus' Virginia Military Survey No. 2897, and being part of 16.061 acre tract now owned by R. & S. Southworth (Deed Book 493, Page 615), and being more particularly described as follows:

Beginning, for reference, at a railroad spike found in the centerline of Concord Road (C.R. 129) marking the northeast corner of a 9.000 acre tract now owned by R. & R. Siekmann (Deed Book 493, Page 623) and the southeast corner of Badenoch-at-Concord Subdivision as shown and delineated in Plat Book 22, Page 37, Delaware Co. Recorder's Office;

thence South 04° 32' 28" East 300.00 feet, along the centerline of Concord Road, to a railroad spike found marking the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

thence continuing South 04° 32' 28" East 300.00 feet, along the centerline of Concord Road, to a railroad spike found marking the southeast corner of said 16.061 acre tract and the northeast corner of a 29.41 acre tract now owned by R. & S. Southworth (Deed Book 442, Page 813);

thence South 85° 30' 30" West 726.00 feet, along the south line of said 16.061 acre tract and the north line of said 29.41 acre tract, to an iron pin set;

thence North 04° 32' 28" West 300.00 feet, across said 16.061 acre tract, to an iron pin found in the north line of said 16.061 acre tract and the south line of said 9.000 acre tract;

thence North 85° 30' 30" East 726.00 feet, along the north line of said 16.061 acre tract and the south line of said 9.000 acre tract, to the place of beginning, containing 5.000 acres more or less. Subject to all easements, restrictions, and rights-of-way of record.

Basis of Bearings from Plat Book 22, Page 37. All Deed and Plat references are on file at the Delaware Co. Recorder's Office. All iron pins set capped "PATRIDGE SURVEYING". A survey of the above described tract was done by R. T. Patridge and Associates in July 1993.

Second Exception:

Situated in the State of Ohio, County of Delaware, Township of Concord, located in J. Brodus' Virginia Military Survey No. 2897, and being part of a 16.061 acre tract now owned by R. & S. Southworth (Deed Book 493, Page 615), and being more particularly described as follows:

Beginning, for reference, at a railroad spike found in the centerline of Concord Road (C.R. 129) marking the northeast corner of a 9.000 acre tract now owned by R. & R. Siekmann (Deed Book 493, Page 623) and the southeast corner of Badenoch-at-Concord Subdivision as shown and delineated in Plat Book 22, Page 37, Delaware Co. Recorder's Office;

thence South 04° 32' 28" East 300.00 feet, along the centerline of Concord Rd., to a railroad spike found marking the southeast corner of said 9.000 acre tract and the northeast corner of said 16.061 acre tract;

thence South 85° 30' 30" West 726.00 feet, along the south line of said 9.000 acre tract and the north line of said 16.061 acre tract, to an iron pin set marking the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

thence South 04° 32' 28" East 300.00 feet, across said 16.061 acre tract, to an iron pin in the south line of said 16.061 acre tract and in the north line of a 29.41 acre tract now owned by R. & S. Southworth (Deed Book 442, Page 813);

thence South 85° 30' 30" West 580.80 feet, along the south line of said 16.061 acre tract and the north line of said 29.41 acre tract, to an iron pin set;

thence North 04° 32' 28" West 300.00 feet, across said 16.061 acre tract, to an iron pin found marking the southwest corner of said 9.000 acre tract;

thence North 85° 30' 30" East 580.80 feet, along the south line of said 9.000 acre tract and the north line of said 16.061 acre tract, to the principal place of beginning, containing 4.000 acres more or less. Subject to all easements, restrictions, and rights-of-way of record.

Basis of Bearings from Plat Book 22, Page 37. All Deed and Plat references are on file at the Delaware Co. Recorder's Office. All iron pins set capped "PATRIDGE SURVEYING". A survey of the above described tract was done by R.T. Patridge and Associates in June 1993.

PARCEL 2:

Situated in the County of Delaware, in the State of Ohio, and in the Township of Concord, and bounded and described as follows:

Commencing at the southeast corner of V.M.S. No. 2897; thence North 04° 32' 28" West, along the centerline of County Road 129 (Concord Road) (passing the northeast corner of a 73.87 acre tract owned by E. P. Jacoby at 2045.67 feet, old deed distance from Deed Book 390, page 604) a total distance of 2747.08 feet to a railroad spike set at THE TRUE PLACE OF BEGINNING of the following described tract; thence South 85° 19' 12" West (passing a 7/8" O.D. iron pipe at 30.00 feet) a total distance of 753.41 feet to a 7/8" O.D. iron pipe set; thence North 04° 32' 28" West a distance of 148.30 feet to a 7/8" O.D. iron pipe set; thence South 85° 27' 45" West a distance of 481.68 feet to a 7/8" O.D. iron pipe set; thence South 03° 11' 05" East a distance of 848.07 feet to a 7/8" O.D. iron pipe set on the south line of said 100 acre tract; thence South 85° 27' 45" West, along said south line a distance of 600 feet to a stone found at the southwest corner of said 100 acre tract; thence North 03° 11' 05" West, along the west line of said 100 acre tract a distance of 1210.16 feet to a 7/8" O.D. iron pipe set; thence North 85° 30' 30" East (passing a 7/8" O.D. iron pipe set at 1796.52 feet) a total distance of 1826.52 feet to a railroad spike set in the centerline of County Road 129; thence South 04° 32' 28" East, along said road centerline, a distance of 506.96 feet to The Place of Beginning. Containing 29.411 acres, more or less, subject to all easements, restrictions and rights-of-way of record.

See survey plat filed in Delaware County Recorder's Office in Plat Book 13, Page 82.

ALSO:

Part of Virginia Military Survey No. 2897, and being more particularly described as follows: Commencing at the southeast corner of VMS No. 2897, said point being on the centerline of County Road 129 (Concord Road); thence North 04° 32' 28" West, along the centerline of County Road 129 (passing the northeast corner of a 73.87 acre tract, now or formerly owned by E. P. Jacoby at 2045.67 feet, old deed distance from Deed Book 390, page 604) a total distance of 2747.08 feet to a railroad spike found at a northeast corner of a 14.812 acre tract owned by Robert W. Siekmann, Jr., as recorded in Deed Book 130, page 156, and a southeast corner of a 29.411 acre tract owned by Robert W. and Sue Ann Southworth as recorded in Deed Book 430, page 150; thence South 85° 19' 12" West, along a north line of said Siekmann tract, a south line of said Southworth tract (passing over an iron pipe found at 30.00 feet; and passing over another iron pipe set at 653.41 feet) a total distance of 753.41 feet to an iron pipe found; thence North 04° 32' 28" West, along an east line of said

Siekmann tract, a west line of said Southworth tract (passing over an iron pipe set at 100.00 feet) a total distance of 148.30 feet to an iron pipe found; thence South 85° 27' 45" West, along a north line of said Siekmann tract, a south line of said Southworth tract, a distance of 381.68 feet to an iron pipe set at THE TRUE PLACE OF BEGINNING; thence South 23° 06' 22" West, a distance of 225.71 feet to a iron pipe set in the west line of said Siekmann tract and an east line of said Southworth tract; thence North 03° 11' 05" West, along the west line of said Siekmann tract, an east line of said Southworth tract, a distance of 200.00 feet to an iron pipe found; thence South 85° 27' 45" West, along a north line of said Siekmann tract, a south line of said Southworth tract, a distance of 100.00 feet to The True Place of Beginning. Containing 0.230 of an acre, more or less, subject to all easements, restrictions and rights-of-way of record. All iron pipes set are 1" O.D. iron pipes with yellow plastic caps stamped STULTS & ASSOCIATES, INC.

Excluding the following:

TRACT I: Part of Virginia Military Survey No. 2897, and being more particularly described as follows: commencing at the Southeast corner of VMS No. 2897, said point being on the centerline of County Road 129 (Concord Road); thence North 04 deg. 32' 28" West, along the centerline of County Road 129 (passing the Northeast corner of a 73.87 acre tract now or formerly owned by E.P. Jacoby at 2045.67 feet, old Deed distance from Deed Book 390, Page 604) a total distance of 2747.08 feet to a railroad spike found at a Northeast corner of a 14.812 acre tract, owned by Robert W. Siekmann, Jr., as recorded in Deed Book 130, Page 156, and a Southeast corner of a 29.41 1 acre tract owned by Robert W. and Sue Ann Southworth as recorded in Deed Book 430, Page 150; thence South 85 deg. 19' 12" West, along a North line of said Siekmann tract, a South line of said Southworth tract (passing over an iron pipe found at 30.00 feet) a total distance of 653.41 feet to an iron pipe set at the true place of beginning; thence South 85 deg 19' 12" West, along a North line of said Siekmann tract, a South line of said Southworth tract, a distance of 100.00 feet to an iron pipe found; thence North 04 deg. 32' 28" West, a distance of 100.00 feet to an iron pipe set; thence North 85 deg. 19' 12" East a distance of 100.00 feet to an iron pipe set; thence South 04 deg. 32' 28" East a distance of 100.00 feet to the true place of beginning. Containing 0.230 of an acre, more or less.

TRACT II: Easement for Ingress and Egress.

Being the Easement described in the Warranty Deed recorded in Volume 442, Page 813, of the Delaware County, Ohio records.

Commonly Known As: 10204 Concord Road, Dublin, OH 43017, Concord Road, Dublin, OH 43017
The property address and tax parcel identification number listed herein are provided solely for informational purposes.

SCHEDULE B - SECTION II

Title Commitment No.23878371-TCM, dated June 03, 2023 at 8:00 a.m., issued by Unity Title, LLC, was used as reference to this survey. The following easements were contained within:

Items 1-14, and 28 are not survey related.

- 15. Easements over subject property as shown on the recorded plat, of record as set forth in Plat Book 13, Page 82. Partial Release and Vacation of Ingress/Egress Easement filed in Official Record Volume 2035, Page 2251. **Located on surveyed property as shown hereon.**
- 16. Easement to The Marion-Reserve Power Company of record as set forth in Deed Book 198, Page 551. **Located on surveyed property as shown hereon.**
- 17. Easement to Columbus and Southern Ohio Electric Company of record as set forth in Deed Book 357, Page 59. **Located on surveyed property as shown hereon.**
- 18. Right of Way Easement to Del-Co West Water Co. Inc. of record as set forth in Deed Book 370, Page 705. **Located on surveyed property as shown hereon.**
- 19. Easement of record as set forth in Deed Book 419, Page 631. **Located on surveyed property as shown hereon.**
- 20. Easement to Ohio Edison Company of record as set forth in Deed Book 441, Page 260. **Not located on surveyed property.**
- 21. Easement of record as set forth in Deed Book 442, Page 813. Release and Vacation filed in Official Record Volume 2035, Page 2248. **Located on surveyed property as shown hereon.**
- 22. Easement to Ohio Edison Company of record as set forth in Deed Book 445, Page 180. **Located on surveyed property as approximately shown hereon.**
- 23. Easement to The Ohio Bell Telephone Company of record as set forth in Deed Book 500, Page 719. **Located on surveyed property as shown hereon.**
- 24. Declaration of Easement and Maintenance Agreement of record as set forth in Deed Book 563, Page 759. Re-recorded in Deed Book 565, Page 803. Amendment and Partial Release filed in Official Record Volume 1381, Page 362. **Located on surveyed property as shown hereon.**
- 25. Easement (Access) of record as set forth in Official Record Volume 2031, Page 2560. **Located on surveyed property as shown hereon.**
- 26. Easement (Utilities) of record as set forth in Official Record Volume 2031, Page 2574. **Not located on surveyed property but adjacent to.**
- 27. Covenants, conditions, reservations and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Deed Book 430, Page 150 and Deed Book 430, Page 161 and any subsequent instruments pertinent thereto. **Surveyed property is located within area described.**

SURVEYOR NOTES:

- 1. This survey does not constitute a title search by the surveyor. All information regarding record easements, and other documents that might affect the quality of title to the parcel shown hereon we obtained through a certified title commitment conducted by Unity Title, LLC, Commitment Number23878371-TCM and bearing an effective date of June 03, 2023 at 8:00 a.m.
- 2. Direct access to the subject parcel is available via access point shown along Concord Road. No new roadway improvement plans were disclosed to CESO during the survey.
- 3. The utilities shown are located from field survey information and/or existing drawings supplied by client. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from information available. For utility lines or service locations on private property CESO recommends contracting a private underground utility location service.
- 4. Parcel is located within Zone "X" (Area of minimal flood hazard) as indicated by the Flood Insurance Rate Map (FIRM) Map Number 39041C0220K, with an effective date of April 16, 2009, published by the Federal Emergency Management Agency.
- 5. A zoning report was not provided to the surveyor at the time of the survey.

W:\PROJECTS\EPCON COMMUNITIES\763329-01_SouthworthTracts-ConcordTwp\04-SURVEY\VD\vgi\763329_EPCON_SOUTHWORTH TRACTS-ALTA.dwg - 11/6/2023 - Alex Banson



CESO
WWW.CESOINC.COM

3601 Rigby Rd., Suite 300
Miamisburg, OH 45342
Phone: 937.436.9584 Fax: 938.208.4826

Southworth Tracts
Township of Concord, County of Delaware, State of Ohio,
Virginia Military Survey No. 2897

Revisions / Submissions

| ID | Description | Date |
|----|-------------|------|
|----|-------------|------|

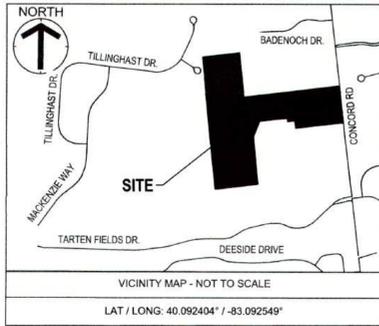
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| | |
|-----------------|-----------|
| Project Number: | 763329 |
| Scale: | N/A |
| Drawn By: | OPG |
| Checked By: | ALB |
| Date: | 11/2/2023 |
| Issue: | N/A |

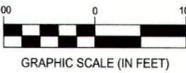
Drawing Title:
ALTA/NSPS Land Title Survey

EXHIBIT B-2

1 of 2



BASIS OF BEARINGS
 NAD 83 (2011), OHIO NORTH
 Derived from GPS Observations



3011 Rigby Rd, Suite 300
 Mansfield, OH 44884
 Phone: 537.435.8584 Fax: 888.208.4826

Southworth Tracts
 Township of Concord, County of Delaware, State of Ohio,
 Virginia Military Survey No. 2897

TOPOGRAPHIC LEGEND

- ⊕ Power / Telephone Pole
- ⊞ Electric Box (Access)
- Guy Wire
- ⊞ Catch Basin
- ⊕ End Storm Drain
- ⊕ Fire Hydrant
- ⊕ Water Valve
- ⊕ Column
- ⊞ Telephone Box
- ⊞ Overhead Transmission Tower
- G — Gas Line
- W — Water Line
- Edge of Asphalt
- Existing Easement
- OHL — Overhead Utility Line
- Edge of Concrete
- Edge of Gravel
- X — Fence Line

SURVEY LEGEND

- ⊙ - Iron Pin Found as Described
- - Iron Pipe Found as Described
- ⊞ - Stone Found
- ⊞ - Mag Nail Found
- ⊞ - Mag Nail Set
- (R) - (Record)
- (M) - (Measured)

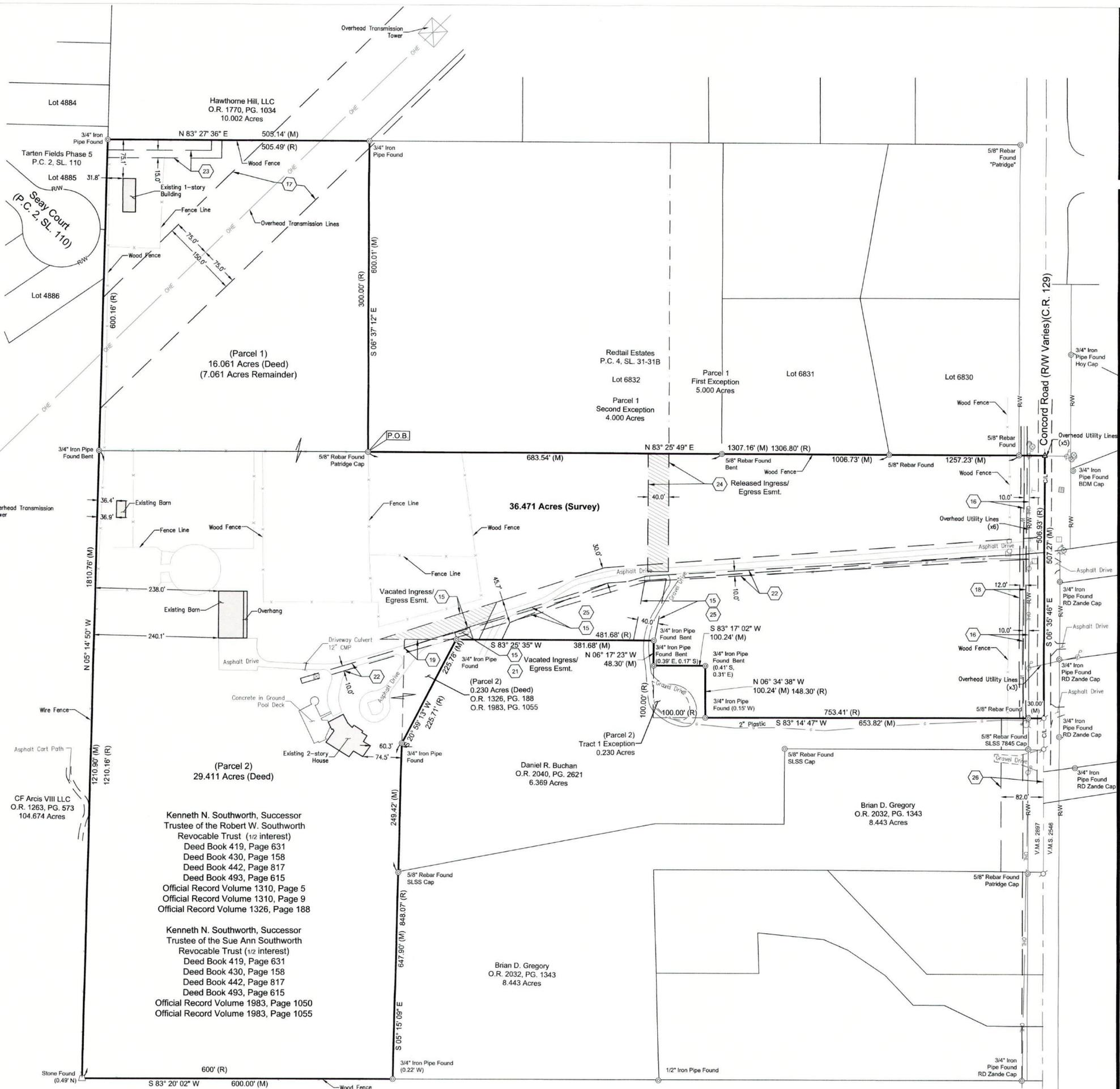
SURVEYOR'S CERTIFICATION:

TO: (i) EC New Vision Ohio, LLC, an Ohio limited liability company (ii) Unity Title, LLC
 (iii) First American Title Insurance Company

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

Date of Plat or Map October 17, 2023

Jeffrey A. Miller, PS No. 7211
 jeff.miller@cesoinc.com



Revisions / Submissions

| ID | Description | Date |
|----|-------------|------|
| | | |

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Project Number: 763329
 Scale: 1" = 100'
 Drawn By: OPG
 Checked By: ALB
 Date: 11/2/2023
 Issue: N/A

Drawing Title:
ALTA/NSPS Land Title Survey

W:\PROJECTS\EPCON COMMUNITIES\763329-01_SouthworthTracts-Concord\763329-01_SURVEY\Draw\763329-01_SURVEY-ALTA.dwg - 11/2/2023 - Alex Benson

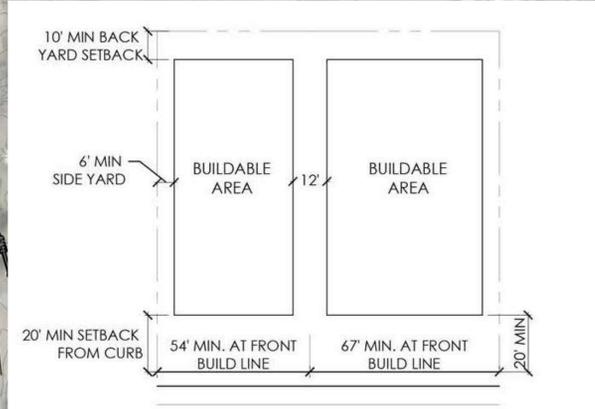


LOT LEGEND

54' LOT WIDTH
67' LOT WIDTH

SITE DATA

| | |
|-------------|-------------------|
| TOTAL ACRES | +/- 36.471 ACRES |
| TOTAL UNITS | 54 |
| DENSITY | +/- 1.48 D.U./AC. |



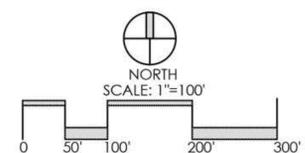
1 TYPICAL BUILDING AREA CONFIGURATIONS
SCALE: 1" = 30'

ILLUSTRATIVE DEVELOPMENT PLAN

EXHIBIT C-1

COURTYARDS ON CONCORD

PREPARED FOR EPCON COMMUNITIES
DATE: 1.23.24

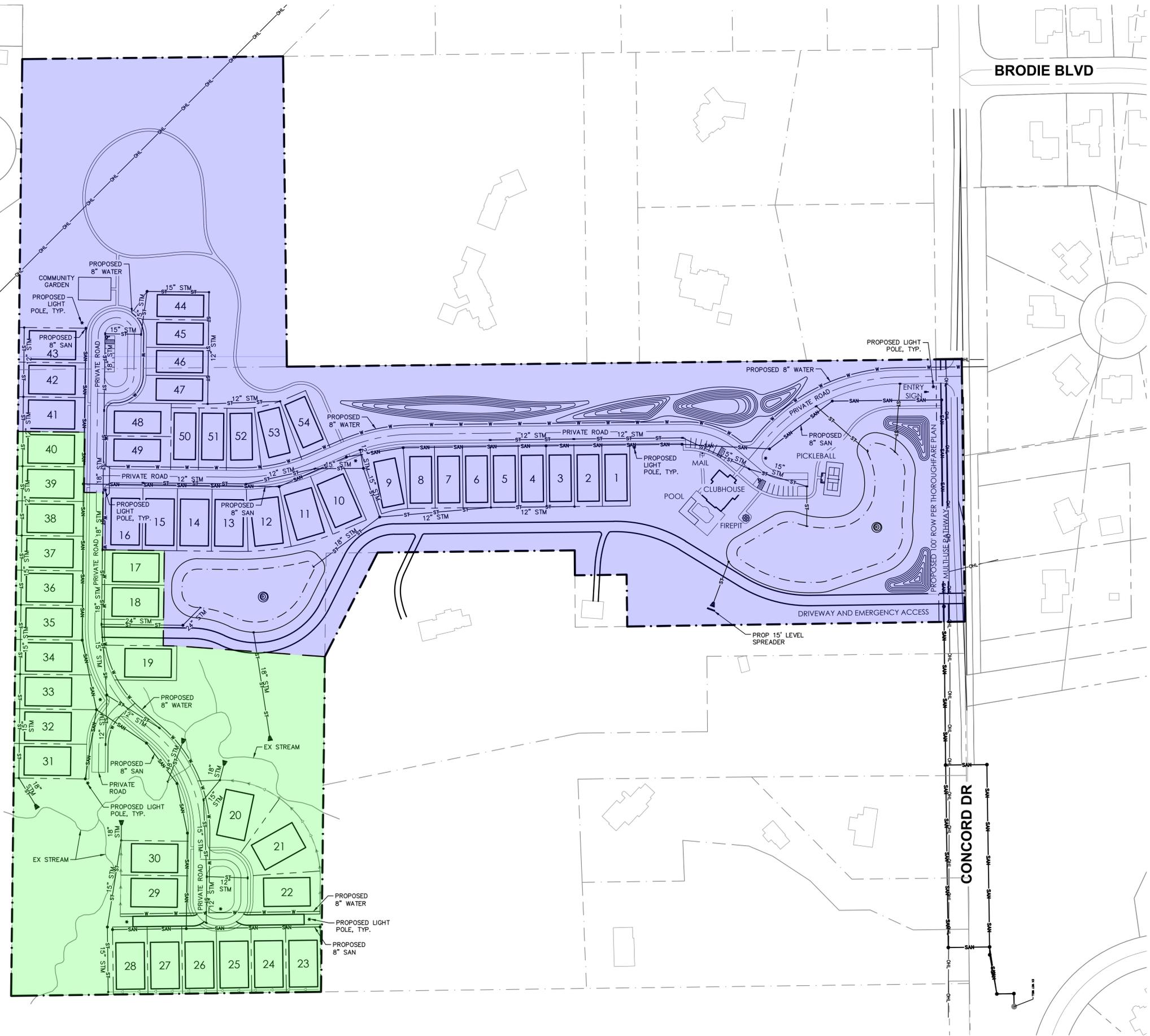


This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Drawing name: K:\GLB_LDEV\16124000_Epcon_Southworth_Property\2_Design\CAD\Exhibits\Phasing Plan Jan 22, 2024 5:24pm By: Don Bluh

TILLINGHAST DR
SEAY CT

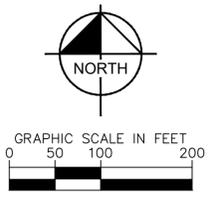
BRODIE BLVD

CONCORD DR



LEGEND

| | |
|--|-------------------------|
| | EXISTING SITE BOUNDARY |
| | EXISTING PROPERTY LINE |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING PAVEMENT |
| | PROPOSED FACE OF CURB |
| | PROPOSED SIDEWALK |
| | PROPOSED CENTERLINE |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATER MAIN |
| | PROPOSED LIGHT POLE |
| | PHASE 1 - 30 LOTS |
| | PHASE 2 - 24 LOTS |



| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |
| | | | |
| | | | |

Kimley-Horn
 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.
 7985 N. HIGH STREET, SUITE 200
 COLUMBUS, OH 43235
 PHONE: 614-454-6699
 WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
 DESIGNED BY: DUB
 DRAWN BY: DUB
 CHECKED BY: MCR

PHASING PLAN

SOUTHWORTH PROPERTY
 CONCORD TOWNSHIP
 DELAWARE COUNTY, OHIO

ORIGINAL ISSUE:
 1/22/2024
 KHA PROJECT NO.
 161124000
 SHEET NUMBER

EXHIBIT C-3



SITE DATA

| | |
|------------------------|------------------|
| TOTAL ACRES | +/- 36.471 ACRES |
| TOTAL OPEN SPACE ACRES | +/- 19.4 ACRES |

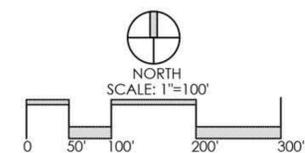
OPEN SPACE PLAN

COURTYARDS ON CONCORD RD

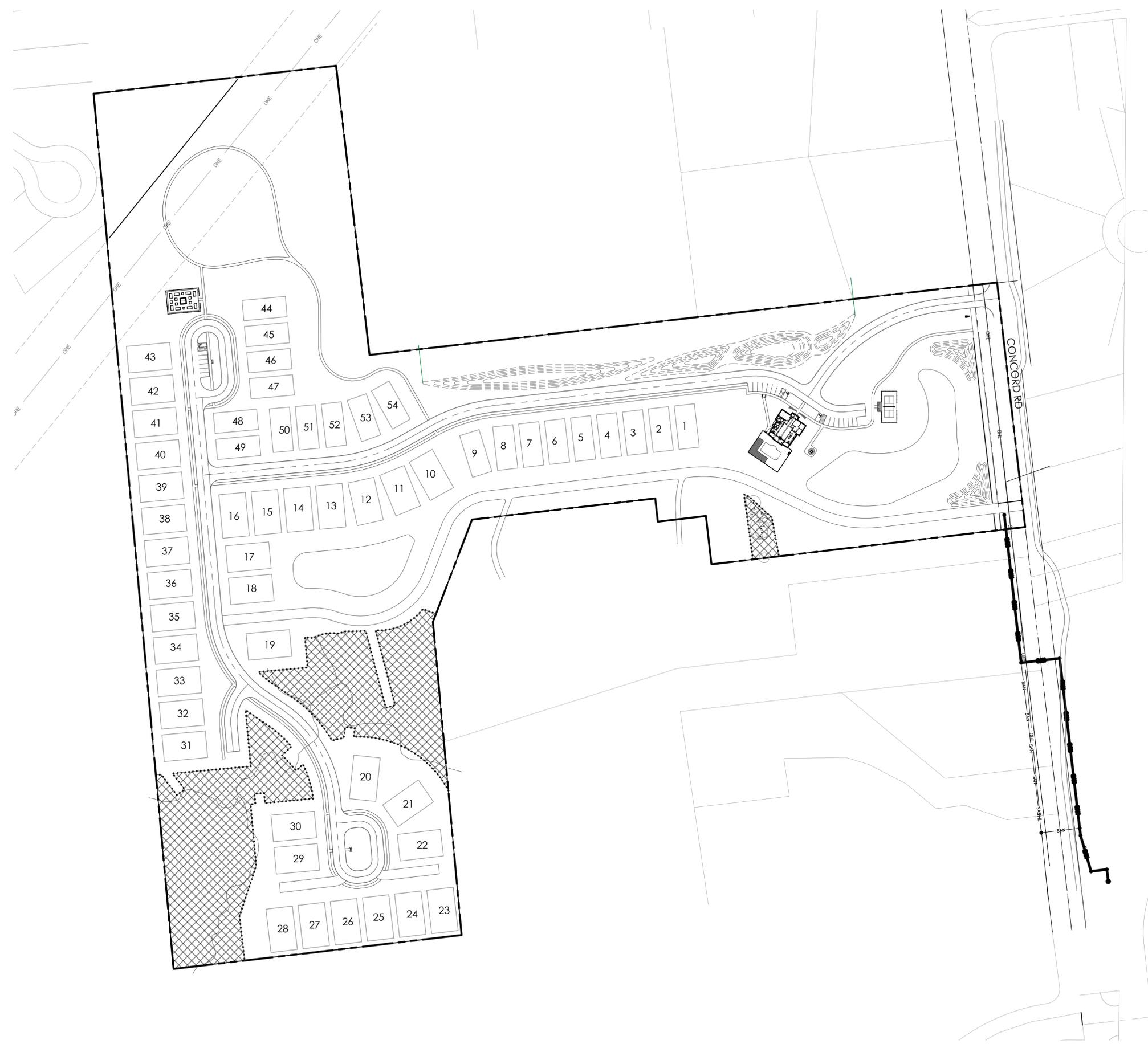
PREPARED FOR EPCON COMMUNITIES

EXHIBIT C-4

DATE: 1.23.24

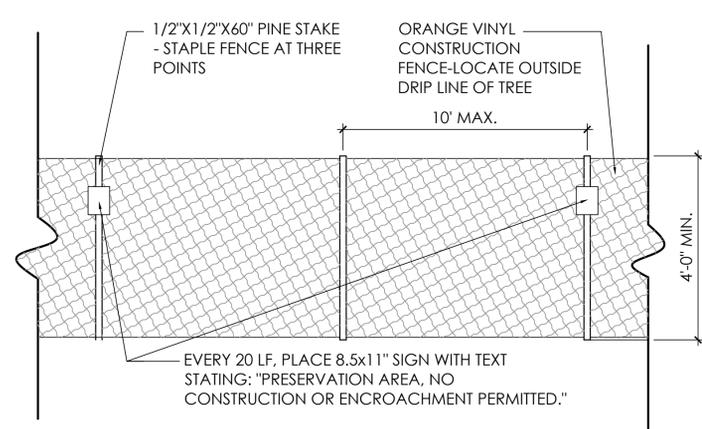


Faris Planning & Design
 LAND PLANNING LANDSCAPE ARCHITECTURE
 4876 Cemetery Hilliard, OH 43026
 p (614) 487-1964 www.farisplanninganddesign.com

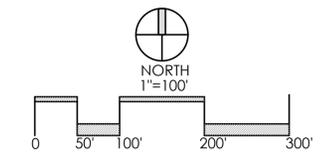


CONSTRUCTION NOTES

1 PRESERVED TREES ARE TO BE PROTECTED BY FENCING, SEE DETAIL 1, THIS SHEET



1 TREE PROTECTION FENCE
 N.T.S. 05-2809



| REVISIONS | |
|-----------|--|
| | |
| | |
| | |

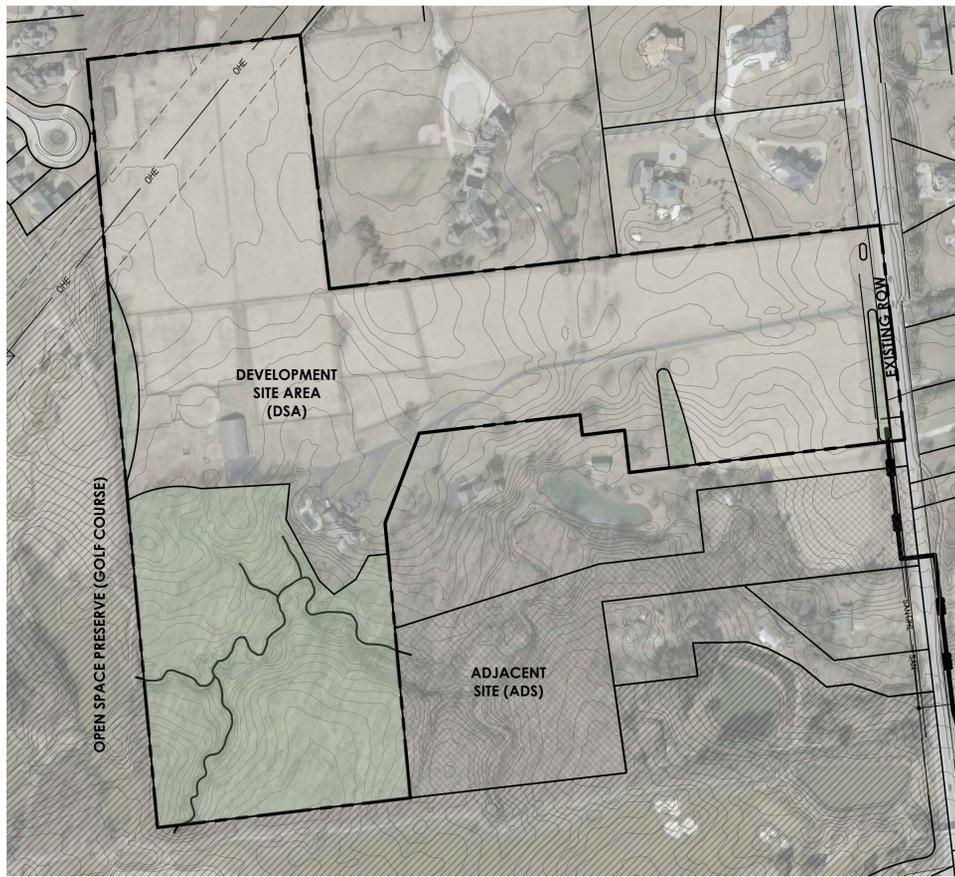
TREE PROTECTION PLAN

COURTYARDS ON CONCORD
 PREPARED FOR
EPCON COMMUNITIES
 500 STONEHENGE PARKWAY, DUBLIN, OH 43017

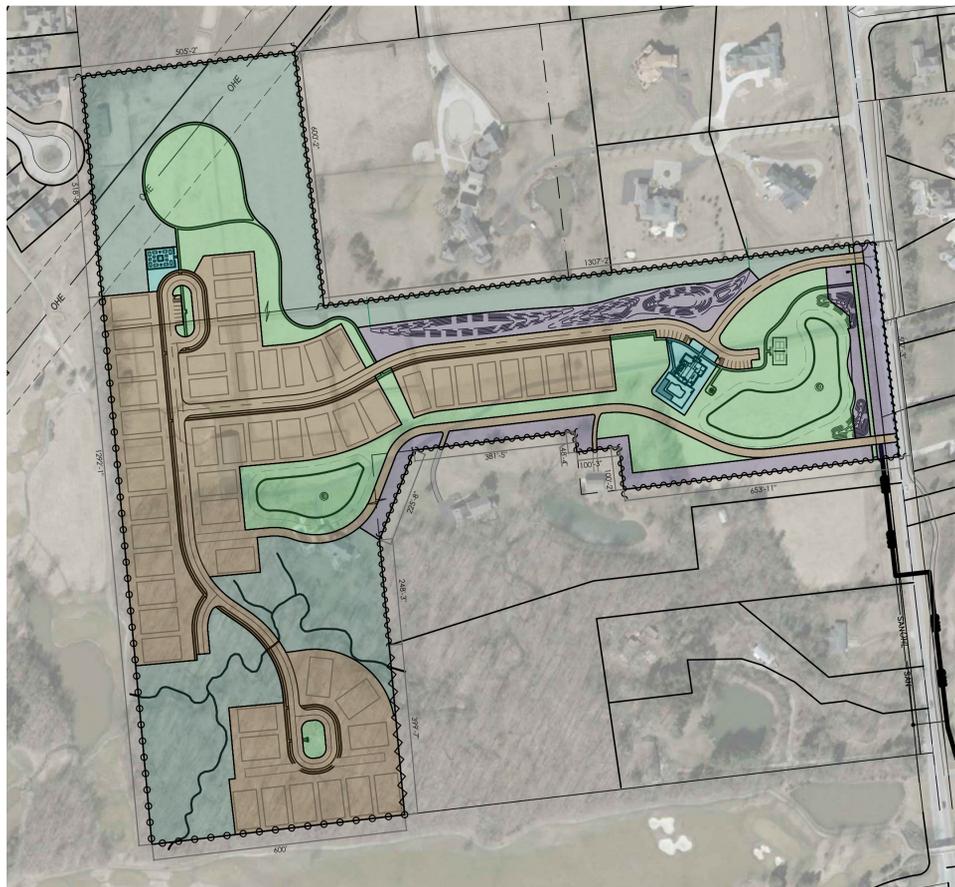
Faris Planning & Design
 LAND PLANNING LANDSCAPE ARCHITECTURE
 4876 Cemetery Road Hilliard, OH 43026
 p (614) 467-1764 www.farisplanninganddesign.com

| | |
|---------|---------|
| DATE | 1/23/24 |
| PROJECT | 23026 |
| SHEET | |

D-1.1

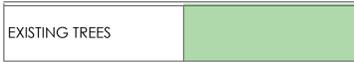


1 EXISTING CONDITIONS DIAGRAM
SCALE: 1:200



2 DEVELOPMENT SITE DIAGRAM
SCALE: 1:200

EXISTING CONDITIONS DIAGRAM



DEVELOPMENT SITE DIAGRAM

| | |
|--------------------------------|--|
| DEVELOPMENT SITE AREA (DSA) | |
| AMENITY OPEN SPACE (AOS) | |
| PUBLIC OPEN SPACE (POS) | |
| PROTECTED NATURAL AREA (PNA) | |
| PERIMETER SCREENING AREA (PSA) | |
| RIGHT OF WAY SCREENING (RWS) | |
| ADJACENT SITE SCREENING (ADS) | |
| LINE-OF-SITE SCREENING (LSS) | |
| OPEN SPACE PRESERVE (OSP) | |

| CONCORD TOWNSHIP - PLANNED RESIDENTIAL DISTRICT LANDSCAPE STANDARDS WORKSHEET | | | | | | | | | |
|---|--------------------------------|---|--|--------------------|---|-------|--|--|--|
| 1/23/2024 | | | | | PROJECT NAME: CONCORD RD PREPARED FOR: EPCON COMMUNITIES | | | | |
| STEP ONE - PROPOSED DEVELOPMENT SUMMARY | | | | | | | | | |
| Total Site Area | 36.47 | Landscape Development Standard (LDS) | | | Actual % | | | | |
| DSA | 14.47 | Good | Better | Best | | | | | |
| AOS | 0.5 | | | | | | | | |
| POS | 7.69 | ≥5% | ≥10% | ≥15% | 21% | | | | |
| PNA | 10.36 | ≥10% | ≥15% | ≥20% | 28% | | | | |
| PSA | 3.38 | ≥15% | ≥20% | ≥25% | 9% | | | | |
| TOTAL PERCENT OF SITE | 30% | 45% | 60% | 59% | | | | | |
| LDS Earned (Highlight standard being used) | | Good | Better | Best | | | | | |
| STEP TWO - REQUIRED PERIMETER SCREENING (RPS) | | | | | | | | | |
| Screening Standard Applicable (Y/N) | Prop. Line Extent (ft) | % Required Site Screening | | | Calc. RPS (ft) | | | | |
| | | Good | Better | Best | | | | | |
| RWS | Y | 506 | ≥90% | ≥70% | ≥50% | 253 | | | |
| ADS | N | 399 | ≥80% | ≥60% | ≥40% | 160 | | | |
| LSS | Y | 4689 | ≥70% | ≥50% | ≥30% | 1,407 | | | |
| OSP | N | 1892 | 0 | 0 | 0 | 0 | | | |
| Total Site Property Perimeter | | 7488 | Req. Additional Perimeter Screening (ft) | | 1820 | | | | |
| STEP THREE - PROPOSED PERIMETER SCREENING (PPS) | | | | | | | | | |
| Screening Standard | RPS (ft) | Site Screening Summary | | | PPS TOTAL | | | | |
| | | EES | PVS | PES | | | | | |
| RWS | 253 | 0 | 135 | 118 | 253 | | | | |
| ADS | 160 | 160 | 0 | 0 | 160 | | | | |
| LSS | 1407 | 0 | 503 | 904 | 1407 | | | | |
| Total Site Property Perimeter (ft) | 1820 | Has all the RPS been accounted for Y/N R | | | Y | | | | |
| STEP FOUR - PROPOSED VEGETAL SCREENING (PVS) | | | | | | | | | |
| Screening Standard | PVS | PVS Multiplier | | | Req. Plant Count | | | | |
| | | Good | Better | Best | | | | | |
| RWS | 135 | x1 | x.75 | x.5 | 68 | | | | |
| ADS | 0 | x.75 | x.5 | x.25 | 0 | | | | |
| LSS | 503 | x.5 | x.25 | x.1 | 51 | | | | |
| Total Vegetal Screening (ft) | 638 | Total Required Plants in PVS | | | 119 | | | | |
| STEP FIVE - PROPOSED EARTHEN SCREENING (PES) | | | | | | | | | |
| Screening Standard | PES | PES Multiplier | | | Req. Plant Count | | | | |
| | | Good | Better | Best | | | | | |
| RWS | 118 | x.4 | x.2 | x.1 | 48 | | | | |
| ADS | 0 | x.25 | x.15 | x.05 | 0 | | | | |
| LSS | 904 | x.2 | x.1 | x.0 | 181 | | | | |
| Total Earthen Screening (ft) | 1022 | Total Required Plants in PES | | | 229 | | | | |
| PUBLIC OPEN SPACE REQUIREMENTS | | | | | | | | | |
| Total Property Area (Acres) | 36.47 | Min Area Public Open Space (Acres) | 1.8235 | | | | | | |
| Total Lot/Units | 54 | Trees Required in POS | 324 | | | | | | |
| PROTECTED NATURAL AREA REQUIREMENTS | | | | | | | | | |
| Total Property Area (Acres) | 36.47 | Min Area Protected Natural Area (Acres) | 1.8235 | | | | | | |
| Total Lot/Units | 54 | Trees Required in PNA | 972 | | | | | | |
| <p>A REPRESENTATIVE 10,000 SF TEST AREA WAS SURVEYED IN THE SOUTH WOODED AREA. A TOTAL OF 94 HIGH VALUE TREES WERE FOUND IN THIS AREA, PRIMARILY MAPLE, OAK, AND BEECH SPECIES. THE TREES RANGED FROM 1" TO 30" CALIPER. BASED ON THIS SAMPLE, IT IS ESTIMATED THAT A MINIMUM OF 600 TREES WILL BE PRESERVED IN THE SOUTH WOODES PROTECTED AREA. GIVEN THIS, IT IS REQUESTED THAT THE NUMBER OF NEW TREES REQUIRED IN THE PROTECTED NATURAL AREA BE REDUCED TO 372 TO BE PLACED IN AREAS NOT CURRENTLY TREADED. THIS WILL ALLOW THOSE AREAS TO HAVE A HEALTHY DENSITY OF PLANTING WHILE STILL PROVIDING THE DESIRED DIVERSITY OF SPECIES.</p> | | | | | | | | | |
| ABBREVIATION KEY (SEE CODE FOR DEFINITIONS) | | | | | | | | | |
| LDS | Landscape Development Standard | | | | | | | | |
| DSA | Development Site Area | | | | | | | | |
| AOS | Amenity Open Space | | | | | | | | |
| POS | Public Open Space | | | | | | | | |
| PNA | Protected Natural Area | | | | | | | | |
| PSA | Perimeter Screening Area | | | | | | | | |
| RPS - Required Perimeter Screening | | | | | | | | | |
| RWS | Right-of-Way Screening | | | | | | | | |
| ADS | Adjacent Site Screening | | | | | | | | |
| LSS | Line of Site Screening | | | | | | | | |
| OSP | Open Space Preserve | | | | | | | | |
| PPS - Proposed Perimeter Screening | | | | | | | | | |
| EES | Effective Existing Screening | | | | | | | | |
| PVS | Proposed Vegetal Screening | | | | | | | | |
| PES | Proposed Earthen Screening | | | | | | | | |
| PVS - PLANT LIST VARIETY | | | | | | | | | |
| Screening Standard | Plant List Mix # Range | | | | | | | | |
| | Specimen | Secondary | Understory | Screening | | | | | |
| RWS | 21 to 28 (3 IN CAL) | 21 to 28 (2 IN CAL) | 7 to 14 (8' HGT.) | 7 to 14 (10' HGT.) | | | | | |
| ADS | 0 to 0 (2.5 IN CAL) | 0 to 0 (1.5 IN CAL) | 0 to 0 (6' HGT.) | 0 to 0 (6' HGT.) | | | | | |
| LSS | 8 to 13 (1.5 IN CAL) | 13 to 18 (NO MIN CAL) | 0 to 6 (4' HGT.) | 16 to 21 (8' HGT.) | | | | | |
| Total | 29 to 40 | 34 to 46 | 7 to 19 | 23 to 34 | | | | | |
| Ref. Earthen Screening Height | | | | | | | | | |
| Screening Standard | Effective Height | | | | | | | | |
| | Good | Better | Best | | | | | | |
| RWS | 8 | 12 | 16 | | | | | | |
| ADS | 5 | 10 | 16 | | | | | | |
| LSS | 6 | 9 | 12 | | | | | | |
| POS: Planting Requirements & Conditions | | | | | | | | | |
| | Plant Total Range | Plant Variety | Plant Size | | | | | | |
| Specimen Trees | 130 to 162 | Deciduous Shade/Conifer | 2.5" Cal Min | | | | | | |
| Secondary Trees | 98 to 130 | Deciduous Shade & Clump Varieties | 1.5" Cal Min | | | | | | |
| Understory Trees & Shrubs | 65 to 98 | Deciduous Ornamental, Clump and Fruit Trees | 6' Ht. Min | | | | | | |
| Screening Trees & Shrubs | 33 to 65 | Evergreen Conifer | 8' Ht. Min | | | | | | |
| PNA: Planting Requirements & Conditions | | | | | | | | | |
| | Plant Total Range | Plant Variety | Plant Size | | | | | | |
| Specimen Trees | 146 to 243 | Deciduous Shade/Conifer | 1.5" Cal Min | | | | | | |
| Secondary Trees | 486 to 584 | Deciduous Shade & Clump Varieties | No Cal Min | | | | | | |
| Understory Trees & Shrubs | 292 to 389 | Deciduous Ornamental, Clump and Fruit Trees | 4' Ht. Min | | | | | | |
| Screening Trees & Shrubs | 49 to 146 | Evergreen Conifer | 3' Ht. Min | | | | | | |

REVISIONS

| | |
|--|--|
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| | |
| | |

EXISTING CONDITIONS, LANDSCAPE REQUIREMENT DIAGRAMS AND CALCULATIONS

COURTYARDS ON CONCORD

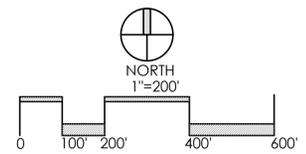
PREPARED FOR
EPCON COMMUNITIES
500 STONEHENGE PARKWAY, DUBLIN, OH 43017

Faris Planning & Design
LANDSCAPE ARCHITECTURE
Hilliard, OH 43026
www.farisplanninganddesign.com

LAND PLANNING
4876 Cemetery Road
p. 614.467.1764

| | |
|---------|---------|
| DATE | 1/23/24 |
| PROJECT | 23026 |
| SHEET | |

D-1



AREA A PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

| TOTAL | CATEGORY | EVEN MIX OF SPECIES |
|-------|------------|--------------------------|
| 27 | SPECIMEN | ACN; AEF; COV; GYD; QSH1 |
| 29 | SECONDARY | AST; CAC; CLK; SAS; MOR |
| 12 | UNDERSTORY | CRA4; PRV; SAM4; HYD4 |
| 13 | SCREENING | PM3; PO3; PIN3 |

AREA B PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

| TOTAL | CATEGORY | EVEN MIX OF SPECIES |
|-------|------------|---------------------|
| 4 | SPECIMEN | QUE1; LIR1 |
| 7 | SECONDARY | ARB; NYS |
| 2 | UNDERSTORY | COR4 |

AREA C PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

| TOTAL | CATEGORY | EVEN MIX OF SPECIES |
|-------|------------|--|
| 13 | SPECIMEN | CAT; CEO1; QUM1; LIQ1; TIA1 |
| 75 | SECONDARY | AEG; APA; CAC; CLK; GLT; MOR; NYS; ROB |
| 25 | UNDERSTORY | AME4; CEO4; CRA4; MAC4; SAM4; VIB4 |
| 18 | SCREENING | ILX4; JIV3; PGD3; PO3 |

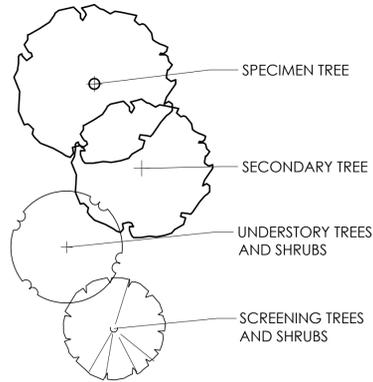
AREA D PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

| TOTAL | CATEGORY | EVEN MIX OF SPECIES |
|-------|------------|-----------------------------------|
| 34 | SPECIMEN | ACE1; ACS1; CAT; PLA1; QUV1; TIA1 |
| 82 | SECONDARY | ARB; AST; BET; CLK; GLT; NYS |
| 29 | UNDERSTORY | MAG4; COR4; AME4; HYD4; LIB4 |
| 17 | SCREENING | JIV3; PA3; PIN3; PO3 |

PLANT KEY TYPICALS FOR PROTECTED NATURAL AREA

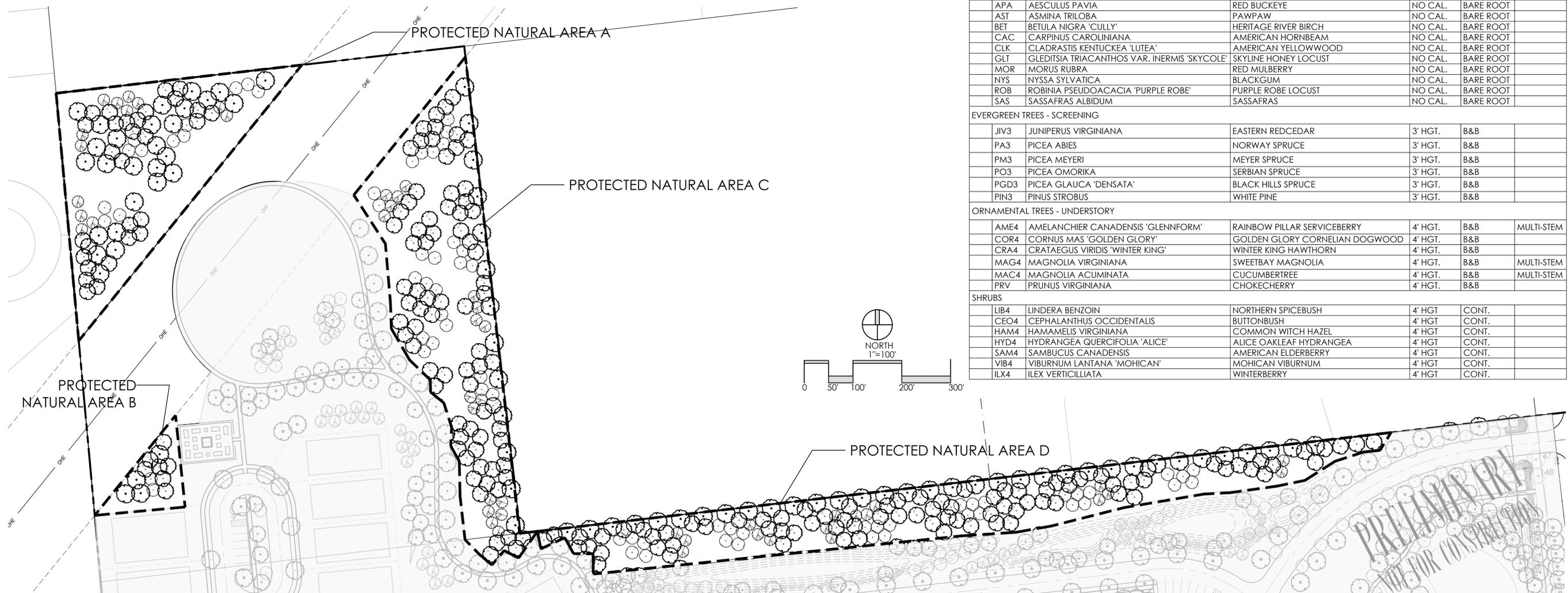
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



OVERALL PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

| KEY | BOTANICAL NAME | COMMON NAME | SIZE | COND. | REMARKS |
|--------------------------------------|--|--------------------------------|-----------|-----------|------------|
| DECIDUOUS TREES - SPECIMEN | | | | | |
| ACE1 | ACER X FREEMANII 'SIENNA' | SIENNA GLEN MAPLE | 1.5" CAL. | B&B | |
| ACN | ACER NIGRUM | BLACK MAPLE | 1.5" CAL. | B&B | |
| ACS1 | ACER SACCHARUM | SUGAR MAPLE | 1.5" CAL. | B&B | |
| AEF | AESCULUS FLAVA | YELLOW BUCKEYE | 1.5" CAL. | B&B | |
| COV | CARYA OVATA | SHAGBARK HICKORY | 1.5" CAL. | B&B | |
| CAT | CATALPA SPECIOSE | CATALPA SPECIOSE | 1.5" CAL. | B&B | |
| CEO1 | CELTIS OCCIDENTALIS | HACKBERRY | 1.5" CAL. | B&B | |
| GYD | GYMNOCLADUS DIOICUS | KENTUCKY COFFEETREE | 1.5" CAL. | B&B | |
| LIR1 | LIRODENDRON TULIPIFERA | TULIP TREE | 1.5" CAL. | B&B | |
| LIQ1 | LIQUIDAMBAR STYRACIFLUA | SWEETGUM | 1.5" CAL. | B&B | |
| PLA1 | PLATANUS X ACERIFOLIA 'BLOODGOOD' | BLOODGOOD LONDON PLANETREE | 1.5" CAL. | B&B | |
| QUM1 | QUERCUS MACROCARPA | BUR OAK | 1.5" CAL. | B&B | |
| QUE1 | QUERCUS RUBRA | RED OAK | 1.5" CAL. | B&B | |
| QSH1 | QUERCUS SHUMARDII | SHUMARD OAK | 1.5" CAL. | B&B | |
| QUV1 | QUERCUS VELUTINA | BLACK OAK | 1.5" CAL. | B&B | |
| TIA1 | TILIA AMERICANA | AMERICAN BASSWOOD | 1.5" CAL. | B&B | |
| DECIDUOUS TREES - SECONDARY | | | | | |
| ARB | ACER RUBRUM 'BRANDYWINE' | BRANDYWINE RED MAPLE | NO CAL. | BARE ROOT | |
| AEG | AESCULUS GLABRA | OHIO BUCKEYE | NO CAL. | BARE ROOT | |
| APA | AESCULUS PAVIA | RED BUCKEYE | NO CAL. | BARE ROOT | |
| AST | ASMINA TRILOBA | PAWPAW | NO CAL. | BARE ROOT | |
| BET | BETULA NIGRA 'CULLY' | HERITAGE RIVER BIRCH | NO CAL. | BARE ROOT | |
| CAC | CARPINUS CAROLINIANA | AMERICAN HORNBEAM | NO CAL. | BARE ROOT | |
| CLK | CLADRSTIS KENTUCKEA 'LUTEA' | AMERICAN YELLOWWOOD | NO CAL. | BARE ROOT | |
| GLT | GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE' | SKYLINE HONEY LOCUST | NO CAL. | BARE ROOT | |
| MOR | MORUS RUBRA | RED MULBERRY | NO CAL. | BARE ROOT | |
| NYS | NYSSA SYLVATICA | BLACKGUM | NO CAL. | BARE ROOT | |
| ROB | ROBINIA PSEUDOACACIA 'PURPLE ROBE' | PURPLE ROBE LOCUST | NO CAL. | BARE ROOT | |
| SAS | SASSAFRAS ALBIDUM | SASSAFRAS | NO CAL. | BARE ROOT | |
| EVERGREEN TREES - SCREENING | | | | | |
| JIV3 | JUNIPERUS VIRGINIANA | EASTERN REDCEDAR | 3' HGT. | B&B | |
| PA3 | PICEA ABIES | NORWAY SPRUCE | 3' HGT. | B&B | |
| PM3 | PICEA MEYERI | MEYER SPRUCE | 3' HGT. | B&B | |
| PO3 | PICEA OMORIKA | SERBIAN SPRUCE | 3' HGT. | B&B | |
| PGD3 | PICEA GLAUCA 'DENSATA' | BLACK HILLS SPRUCE | 3' HGT. | B&B | |
| PIN3 | PINUS STROBUS | WHITE PINE | 3' HGT. | B&B | |
| ORNAMENTAL TREES - UNDERSTORY | | | | | |
| AME4 | AMELANCHIER CANADENSIS 'GLENNFORM' | RAINBOW PILLAR SERVICEBERRY | 4' HGT. | B&B | MULTI-STEM |
| COR4 | CORNUS MAS 'GOLDEN GLORY' | GOLDEN GLORY CORNELIAN DOGWOOD | 4' HGT. | B&B | |
| CRA4 | CRATAEGUS VIRIDIS 'WINTER KING' | WINTER KING HAWTHORN | 4' HGT. | B&B | |
| MAG4 | MAGNOLIA VIRGINIANA | SWEETBAY MAGNOLIA | 4' HGT. | B&B | MULTI-STEM |
| MAC4 | MAGNOLIA ACUMINATA | CUCUMBERTREE | 4' HGT. | B&B | MULTI-STEM |
| PRV | PRUNUS VIRGINIANA | CHOKECHERRY | 4' HGT. | B&B | |
| SHRUBS | | | | | |
| LIB4 | LINDERA BENZOIN | NORTHERN SPICEBUSH | 4' HGT | CONT. | |
| CEO4 | CEPHALANTHUS OCCIDENTALIS | BUTTONBUSH | 4' HGT | CONT. | |
| HAM4 | HAMAMELIS VIRGINIANA | COMMON WITCH HAZEL | 4' HGT | CONT. | |
| HYD4 | HYDRANGEA QUERCIFOLIA 'ALICE' | ALICE OAKLEAF HYDRANGEA | 4' HGT | CONT. | |
| SAM4 | SAMBUCUS CANADENSIS | AMERICAN ELDERBERRY | 4' HGT | CONT. | |
| VIB4 | VIBURNUM LANTANA 'MOHICAN' | MOHICAN VIBURNUM | 4' HGT | CONT. | |
| ILX4 | ILEX VERTICILLIATA | WINTERBERRY | 4' HGT | CONT. | |



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |

PROTECTED NATURAL AREA LANDSCAPE PLAN

COURTYARDS ON CONCORD
 PREPARED FOR
EPON COMMUNITIES
 500 STONEHENGE PARKWAY, DUBLIN, OH 43017

Faris Planning & Design

LANDSCAPE ARCHITECTURE
 Hilliard, OH 43026
 p. 614.467.1194
 www.farisplanninganddesign.com

| | |
|---------|----------|
| DATE | 11/20/23 |
| PROJECT | 23026 |
| SHEET | |

D-2.1

OVERALL PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

| QTY | KEY | BOTANICAL NAME | COMMON NAME | SIZE | COND. | REMARKS |
|------------------------------------|------|------------------------------------|-------------------------------|-----------|-------|---------|
| DECIDUOUS TREES - SPECIMEN | | | | | | |
| 17 | ACE3 | ACER X FREEMANII 'SIENNA' | SIENNA GLEN MAPLE | 3" CAL. | B&B | |
| 27 | ACE2 | ACER X FREEMANII 'SIENNA' | SIENNA GLEN MAPLE | 2.5" CAL. | B&B | |
| 18 | ACS2 | ACER SACCHARUM | SUGAR MAPLE | 2.5" CAL. | B&B | |
| 4 | COV2 | CARYA OVATA | SHAGBARK HICKORY | 2.5" CAL. | B&B | |
| 3 | CAT2 | CATALPA SPECIOSE | CATALPA SPECIOSE | 2.5" CAL. | B&B | |
| 25 | CEO2 | CELTIS OCCIDENTALIS | HACKBERRY | 2.5" CAL. | B&B | |
| 37 | GYE2 | GYMNOCLADUS DIOICUS 'ESPRESSO-JFS' | ESPRESSO KENTUCKY COFFEE TREE | 2.5" CAL. | B&B | |
| 12 | GYE1 | GYMNOCLADUS DIOICUS 'ESPRESSO-JFS' | ESPRESSO KENTUCKY COFFEE TREE | 1.5" CAL. | B&B | |
| 10 | LIR2 | LIRODENDRON TULIPIFERA | TULIP TREE | 2.5" CAL. | B&B | |
| 10 | LIQ2 | LIQUIDAMBAR STYRACIFLUA | SWEETGUM | 2.5" CAL. | B&B | |
| 13 | NSW2 | NYSSA SYLVATICA 'WILDFIRE' | WILDFIRE TUPELO BLACKGUM | 2.5" CAL. | B&B | |
| 10 | PLA2 | PLATANUS X ACERIFOLIA 'BLOODGOOD' | BLOODGOOD LONDON PLANETREE | 2.5" CAL. | B&B | |
| 5 | QBI2 | QUERCUS BICOLOR | SWAMP WHITE OAK | 2.5" CAL. | B&B | |
| 5 | QUM2 | QUERCUS MACROCARPA | BUR OAK | 2.5" CAL. | B&B | |
| 3 | QUE2 | QUERCUS RUBRA | RED OAK | 2.5" CAL. | B&B | |
| 3 | QSH1 | QUERCUS SHUMARDII | SHUMARD OAK | 1.5" CAL. | B&B | |
| 7 | QUV2 | QUERCUS VELUTINA | BLACK OAK | 2.5" CAL. | B&B | |
| 4 | QUV1 | QUERCUS VELUTINA | BLACK OAK | 1.5" CAL. | B&B | |
| 8 | TAX2 | TAXODIUM DISTICHUM | COMMON BALDCYPRESS | 2.5" CAL. | B&B | |
| 24 | TIA2 | TILIA AMERICANA | AMERICAN BASSWOOD | 2.5" CAL. | B&B | |
| 16 | TIL2 | TILIA CORDATA 'GREENSPIRE' | BOULEVARD AMERICAN LINDEN | 2.5" CAL. | B&B | |
| DECIDUOUS TREES - SECONDARY | | | | | | |
| 26 | ARB1 | ACER RUBRUM 'BRANDYWINE' | BRANDYWINE RED MAPLE | 1.5" CAL. | B&B | |
| 8 | AEG1 | AESCLUSUS GLABRA | OHIO BUCKEYE | 1.5" CAL. | B&B | |
| 12 | APA1 | AESCLUSUS PAVIA | RED BUCKEYE | 1.5" CAL. | B&B | |

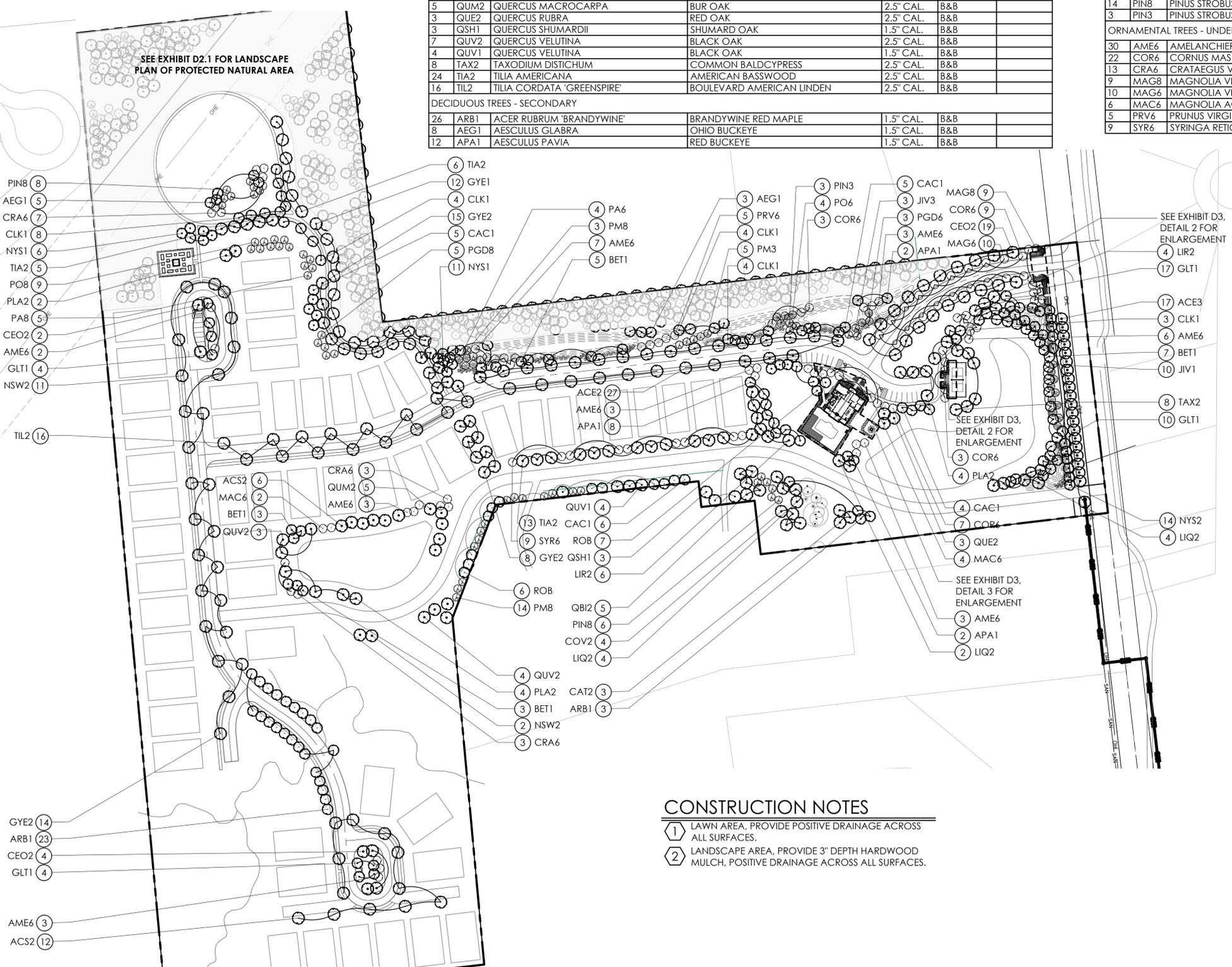
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|--------------------------------------|------|--|--------------------------------|-----------|-----------|------------|
| 18 | BET1 | BETULA NIGRA 'CULLY' | HERITAGE RIVER BIRCH | 1.5" CAL. | B&B | MULTI-STEM |
| 20 | CAC1 | CARPINUS CAROLINIANA | AMERICAN HORNBEAM | 1.5" CAL. | B&B | |
| 23 | CLK1 | CLADRSTIS KENTUCKEA 'LUTEA' | AMERICAN YELLOWWOOD | 1.5" CAL. | B&B | |
| 35 | GLT1 | GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE' | SKYLINE HONEY LOCUST | 1.5" CAL. | B&B | |
| 14 | NYS2 | NYSSA SYLVATICA | BLACKGUM | 2" CAL. | B&B | |
| 17 | NYS1 | NYSSA SYLVATICA | BLACKGUM | 1.5" CAL. | B&B | |
| 13 | ROB | ROBINIA PSEUDOACACIA 'PURPLE ROBE' | PURPLE ROBE LOCUST | NO CAL. | BARE ROOT | |
| EVERGREEN TREES - SCREENING | | | | | | |
| 10 | JIV1 | JUNIPERUS VIRGINIANA | EASTERN REDCEDAR | 10' HGT. | B&B | |
| 3 | JIV3 | JUNIPERUS VIRGINIANA | EASTERN REDCEDAR | 3' HGT. | B&B | |
| 5 | PAB | PICEA ABIES | NORWAY SPRUCE | 8' HGT. | B&B | |
| 4 | PA6 | PICEA ABIES | NORWAY SPRUCE | 6' HGT. | B&B | |
| 17 | PM8 | PICEA MEYERI | MEYER SPRUCE | 8' HGT. | B&B | |
| 5 | PM3 | PICEA MEYERI | MEYER SPRUCE | 3' HGT. | B&B | |
| 9 | PO8 | PICEA OMORIKA | SERBIAN SPRUCE | 8' HGT. | B&B | |
| 4 | PO6 | PICEA OMORIKA | SERBIAN SPRUCE | 6' HGT. | B&B | |
| 5 | PGD8 | PICEA GLAUCA 'DENSATA' | BLACK HILLS SPRUCE | 8' HGT. | B&B | |
| 3 | PGD6 | PICEA GLAUCA 'DENSATA' | BLACK HILLS SPRUCE | 6' HGT. | B&B | |
| 14 | PIN8 | PINUS STROBUS | WHITE PINE | 8' HGT. | B&B | |
| 3 | PIN3 | PINUS STROBUS | WHITE PINE | 3' HGT. | B&B | |
| ORNAMENTAL TREES - UNDERSTORY | | | | | | |
| 30 | AME6 | AMELANCHIER CANADENSIS 'GLENNFORM' | RAINBOW PILLAR SERVICEBERRY | 6' HGT. | B&B | MULTI-STEM |
| 22 | COR6 | CORNUS MAS 'GOLDEN GLORY' | GOLDEN GLORY CORNELIAN DOGWOOD | 6' HGT. | B&B | |
| 13 | CRA6 | CRATAEGUS VIRIDIS 'WINTER KING' | WINTER KING HAWTHORN | 6' HGT. | B&B | |
| 9 | MAG8 | MAGNOLIA VIRGINIANA | SWEETBAY MAGNOLIA | 8' HGT. | B&B | MULTI-STEM |
| 10 | MAG6 | MAGNOLIA VIRGINIANA | SWEETBAY MAGNOLIA | 6' HGT. | B&B | MULTI-STEM |
| 6 | MAC6 | MAGNOLIA ACUMINATA | CUCUMBERTREE | 6' HGT. | B&B | |
| 5 | PRV6 | PRUNUS VIRGINIANA | CHOKECHERRY | 6' HGT. | B&B | MULTI-STEM |
| 9 | SYR6 | SYRINGA RETICULATA 'IVORY SILK' | IVORY SILK TREE LILAC | 6' HGT. | B&B | |

| REVISIONS | |
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OVERALL LANDSCAPE PLAN
COURTYARDS ON CONCORD
 PREPARED FOR
EPCON COMMUNITIES
 500 STONEHENGE PARKWAY, DUBLIN, OH 43017

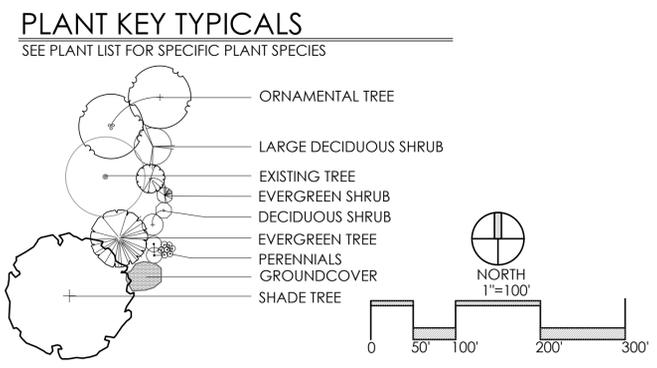
Faris Planning & Design
 LANDSCAPE ARCHITECTURE
 Hilliard, OH 43026
 www.farisplanninganddesign.com
 4876 Cemetery Road
 p. 614.467.1194

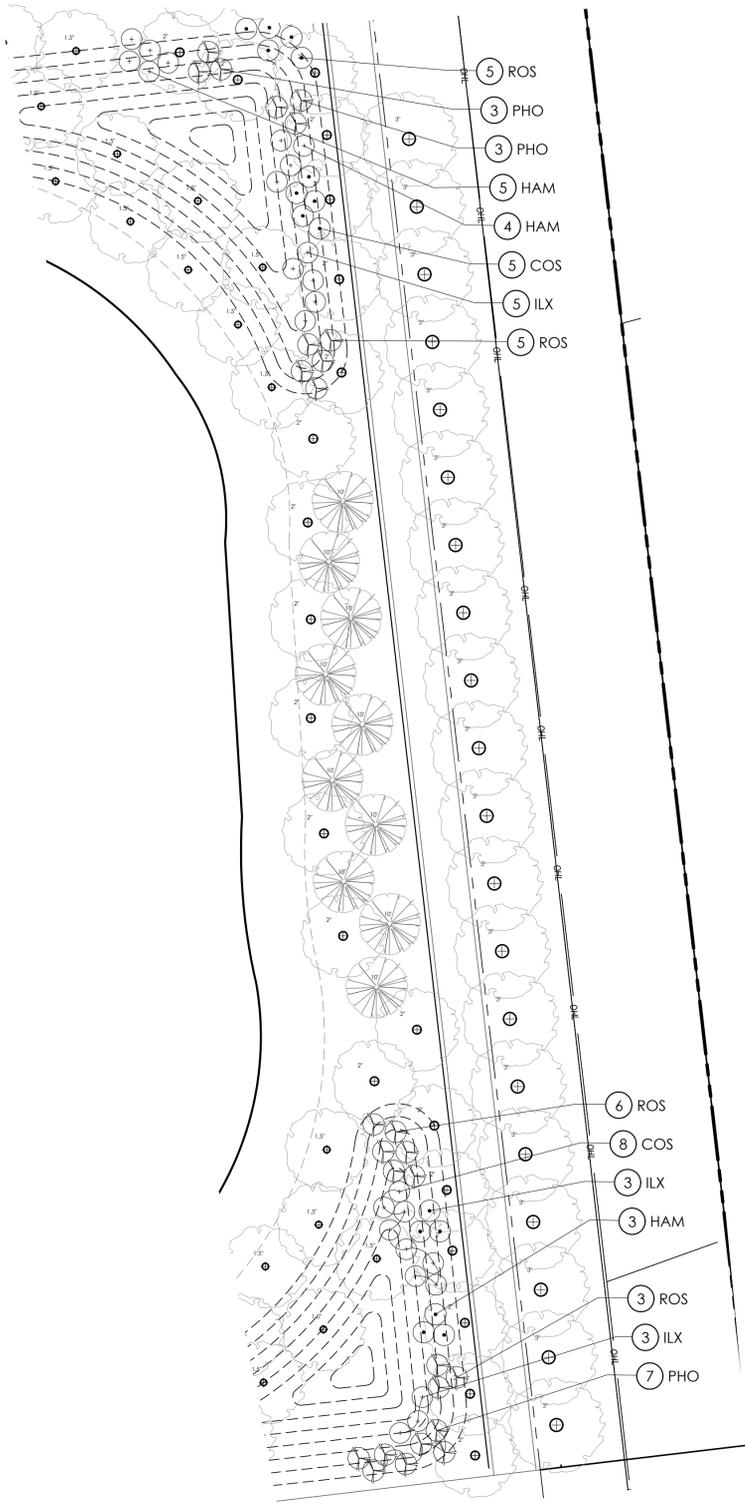
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| DATE | 1/23/24 |
| PROJECT | 23026 |
| SHEET | |
| D-2 | |



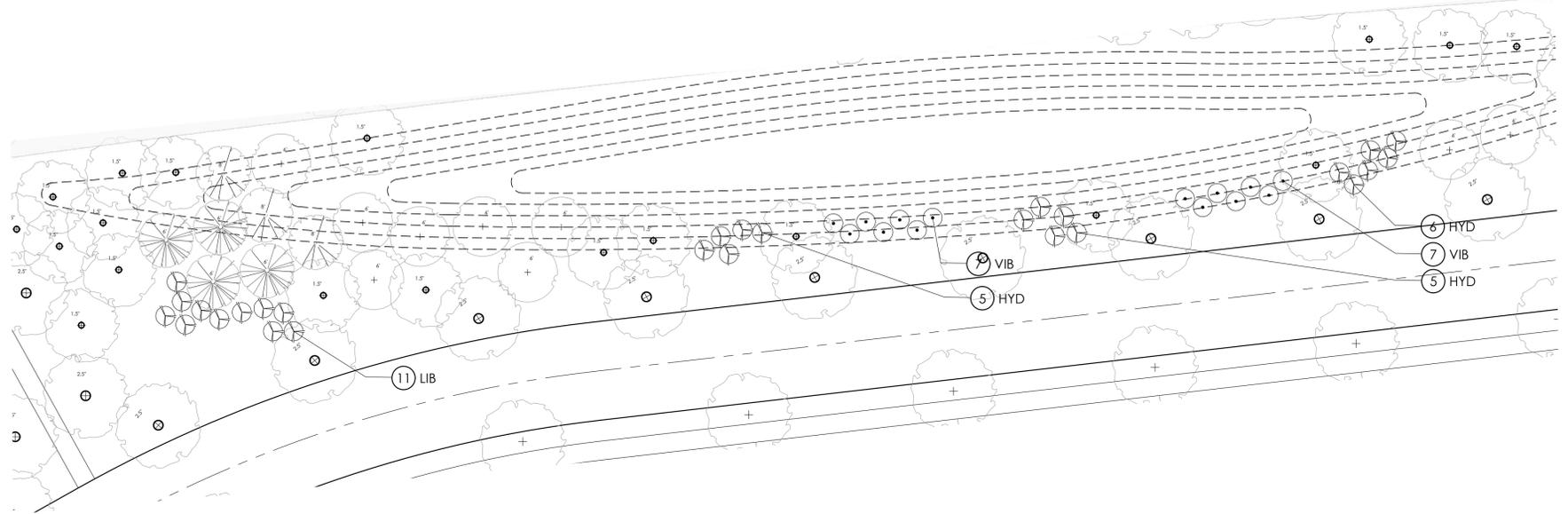
CONSTRUCTION NOTES

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

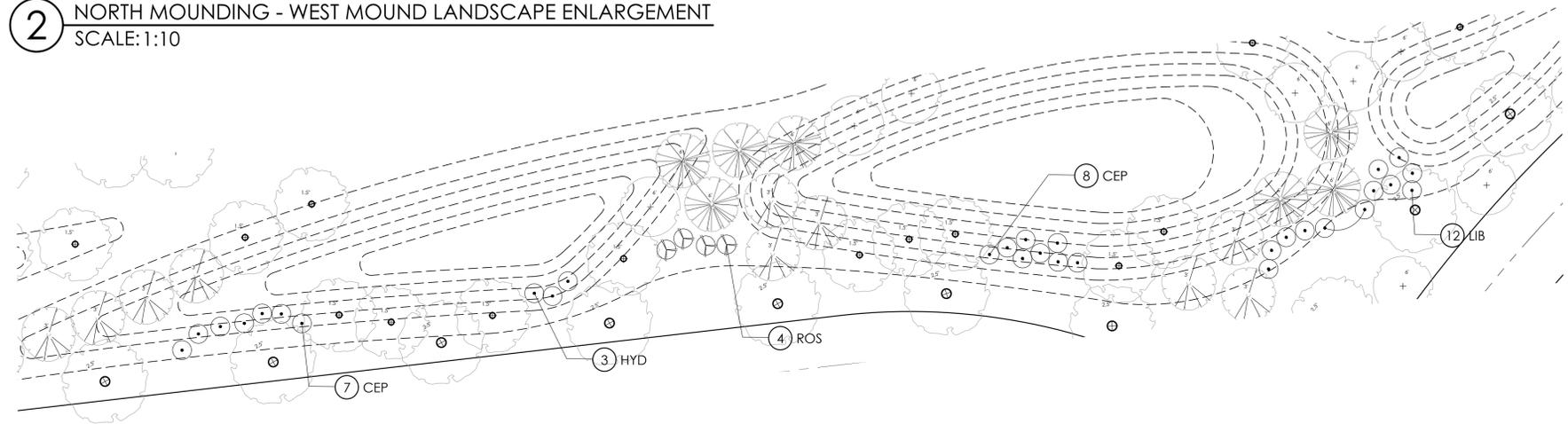




1 EAST MOUNDING ENLARGEMENT
SCALE: 1:20



2 NORTH MOUNDING - WEST MOUND LANDSCAPE ENLARGEMENT
SCALE: 1:10



3 NORTH MOUNDING- EAST MOUND LANDSCAPE ENLARGEMENT
SCALE: 1:10

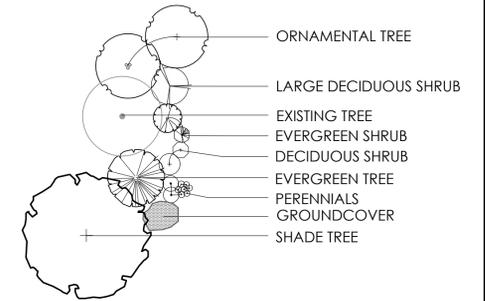
PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

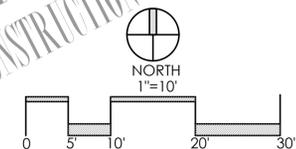
| QTY | KEY | BOTANICAL NAME | COMMON NAME | SIZE | COND. | REMARKS |
|---------------|-----|---------------------------------|-------------------------|----------|-------|---------|
| SHRUBS | | | | | | |
| 23 | LIB | LINDERA BENZOIN | NORTHERN SPICEBUSH | 24" HGT. | CONT. | |
| 15 | CEP | CEPHALANTHUS OCCIDENTALIS | BUTTONBUSH | 24" HGT. | CONT. | |
| 13 | COS | CORNUS SERICEA 'CARDINAL' | CARDINAL REDTIG DOGWOOD | 24" HGT. | CONT. | |
| 12 | HAM | HAMAMELIS VIRGINIANA | COMMON WITCH HAZEL | 24" HGT. | CONT. | |
| 19 | HYD | HYDRANGEA QUERCIFOLIA 'ALICE' | ALICE OAKLEAF HYDRANGEA | 24" HGT. | CONT. | |
| 13 | PHO | PHYSOCARPUS OPULIFOLIUS 'JEFAM' | AMBER JUBILEE NINEBARK | 24" HGT. | CONT. | |
| 23 | ROS | ROSA ASKANSANA | PRAIRIE WILD ROSE | 24" HGT. | CONT. | |
| 14 | VIB | VIBURNUM LANTANA 'MOHICAN' | MOHICAN VIBURNUM | 24" HGT. | CONT. | |
| 11 | ILX | ILEX VERTICILLIATA | WINTERBERRY | 24" HGT. | CONT. | |

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



PRELIMINARY
NOT FOR CONSTRUCTION



REVISIONS

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| | |

LANDSCAPE ENLARGEMENTS - NORTH MOUNDING

COURTYARDS ON CONCORD
PREPARED FOR
EPCON COMMUNITIES
500 STONEHENGE PARKWAY, DUBLIN, OH 43017

Faris Planning & Design

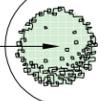
LANDSCAPE ARCHITECTURE
Hilliard, OH 43026
p. 614.467.7194
www.farisplanninganddesign.com

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|---------|----------|
| DATE | 11/20/23 |
| PROJECT | 23026 |
| SHEET | |

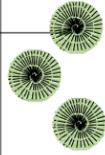
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DR-2

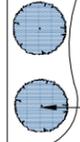
1 -Pink Knock-Out Rose #3



3-Dwarf Fountain Grass #2



1 -Pyramid Yew #7

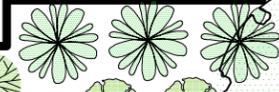


2-Firewitch Dianthus #1

2-Pink Knock-Out Rose #3



3-Dwarf Korean Lilac #5



1 -Sweetbay Magnolia 6-7'



3-Firewitch Dianthus #1



4-Spilled Wine Weigela #3

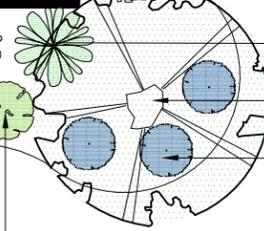
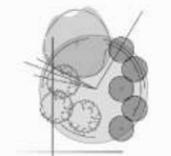


EXHIBIT D-4



WILSON LANDSCAPE
ASSOCIATES

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

900 Buckeye Park Road Columbus OH 43207
614-444.8873 tel 614.444.3175 fax
wilsonlandscapeandturf.com

Landscape Plan for Epcon Communities

Torino

DR-2

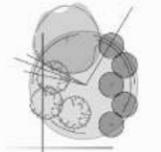
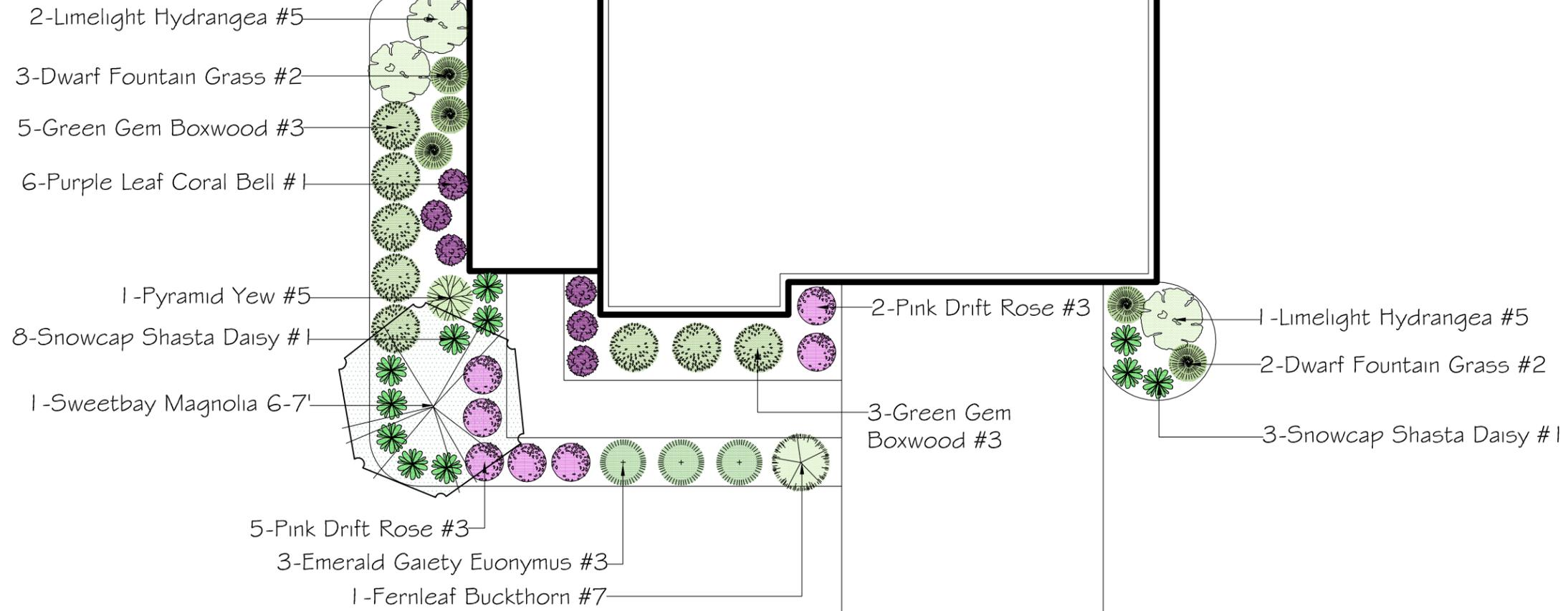
Date: 08/8/2018

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

Drawn By: AS

Drawing Number:

DR-3



WILSON LANDSCAPE
ASSOCIATES

DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

900 Buckeye Park Road Columbus OH 43207
614-444-8873 tel 614-444-3175 fax
wilsonlandscapeandturf.com

Landscape Plan for Epcon Communities

Verona

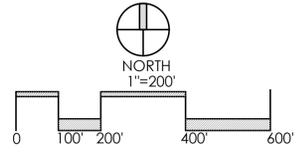
DR-3

Date: 8/9/2018

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

Drawn By: AS

Drawing Number:



STEALTH-V5 GEN6

ALL IN ONE SOLAR LIGHT



50W
9,350lm



Designed in Australia, the GFS-STEALTH is a high performance, all in one solar light. Heavy duty die-cast aluminium construction with tough marine grade powder coating and stainless steel fixtures ensures reliable performance in the harshest environments.

The elegant design offers a solar powered alternative to conventional mains powered lighting in a sleek, durable, ultra-modern package. IoT ready and able to interface with SAM remote monitoring and control software.

APPLICATIONS

- Pathways
- Car Parks
- Industrial
- Commercial
- Marinas
- Jetties
- Parks
- Recreation

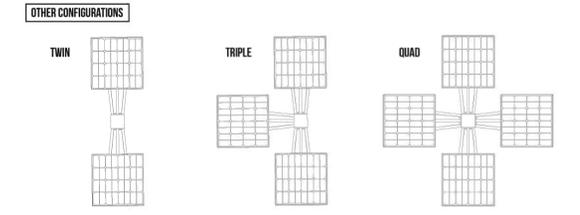
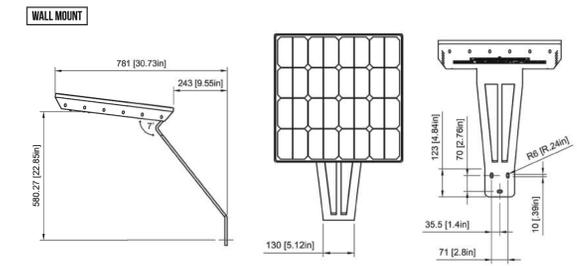
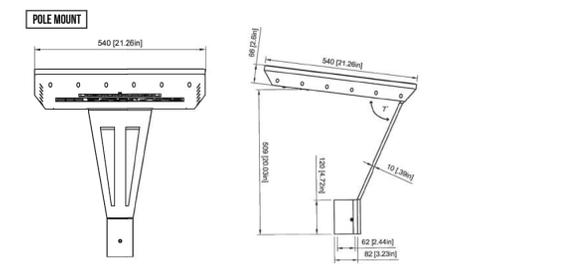
UP TO 100 HOURS

10 YEAR WARRANTY

5 YEAR UNIT WARRANTY

AUSTRALIA / OCEANIA greenfrogssystems.com.au +61 (0)8 7200 3909 | USA / AMERICAS greenfrogssystems.com +1 (214) 838-7010 | MAR 2021

MOUNTING OPTIONS / PRODUCT DIMENSIONS



AUSTRALIA / OCEANIA greenfrogssystems.com.au +61 (0)8 7200 3909 | USA / AMERICAS greenfrogssystems.com +1 (214) 838-7010 | MAR 2021

| SPECIFICATIONS | |
|--|--|
| MODEL | GFS-STEALTH |
| OPERATING PROFILE / OPERATION MODES | |
| Standard operating mode is - Configurable - Unit has programmable parameters ranging from 374lm to 9,350lm. | |
| NOTE: Various program and TIMER settings for ON/ OFF/ DIM are available upon request. | |
| LED | |
| Type | CREE XP-G LED |
| Watts (Light Output) | 50W (MAX) - 32W + 18W PIR |
| Lumens | 9,350lm (TOTAL) - 5,984lm (All Night Operation) + 3,366lm (PIR Activated Boost Mode - 30 seconds) |
| CCT (Colour Temperature) | 4000K (Standard) / 3000K (Optional) |
| Motion Sensor (PIR) | Operating range 4-8m / 20-26' (30° detection zone) Activates for 30 seconds |
| Optics | T3 (Standard) 135° x 85° T5 (Optional) 110° x 135° |
| BATTERY | |
| Autonomy | 54 hours (4.5 nights) * Advanced Power Scaling (APS) can extend autonomy to 100hrs + |
| Battery Type / Capacity | LiFePO ₄ 12.8V 36Ah |
| SOLAR PANEL | |
| Watts (p) / Type | 65Wp(1) N type monocrystalline military grade solar panel with USA Made Solar Cells (edgeless frame design) |
| Efficiency | 24% |
| UNIT | |
| Material | Die-cast Aluminium chassis with TIGER Drylac® marine grade powder coating and stainless steel fixtures |
| Mounting | 7° panel angle with 60mm spigot / 2-3/8" OD tenon pole mount bracket |
| Sail Area / EPA | 0.1144m ² / 1.2333 sqft |
| Product Dimensions | 540L x 540W x 66H (mm) / 21"L x 21"W x 2.5"H |
| Product Weight | Light Fixture: 17.2kg / 37.9 lb Pole Mount Bracket (PMB): 4.5 kg / 9.9 lb |
| Package Dimensions | Light Fixture: 620mm x 620mm x 162mm / 24.4" x 24.4" x 6.4" Pole Mount Bracket: 590 x 260 x 200mm / 23.2" x 10.23" x 7.87" Wall Mount Bracket: 590 x 260 x 100mm / 23.2" x 10.23" x 3.93" Pole: 3000 x 76 x 76mm x / 118.1" x 3" x 3" (12 sections) |
| Package Weight | Light Fixture: 21.25 kg / 46.8 lb Pole Mount Bracket (PMB): 5.45 kg / 12.5 lb Wall Mount Bracket (WMB): 6 kg / 13.2 lb spigot Pole: 20.15 kg / 44.4 lb (top + bottom) |
| ENVIRONMENTAL | |
| Operating Temp. Range | -20°C to 70°C / -4°F to 158°F |
| IP Rating | IP-65 |
| WARRANTY | |
| Warranty Period | 10 years (Battery) / 5 years (Unit) / 25 years (Solar Panel) |
| OPTIONS | |
| Pole mount bracket | 60mm / 2-3/8" spigot |
| Wall mount bracket | 10mm / 0.39" gauge steel |
| Spigot adaptor (reducer) | 76mm x 60mm / 3" x 2-3/8" |
| 3000K CCT Conversion | Custom modification available - Please Enquire |
| Boss kit adaptor | Required for mounting 2 / 3 / 4 fixtures on single pole (also requires wall mount brackets) |
| Dark Sky Compliance | Accessories to comply with ICA Recommendations |
| CERTIFICATIONS | |
| UL Certification (USA) | UL8750 / UL1598 |
| UL Certification (Canada) | CAN/CSA-C22.2 No.250.0-18 |
| Salt Spray Resistance | ASTM B117, ISO-9227 |
| IES / CIE modelling files | America Accreditation Body under ILAG MRA agreement (USA) / NATA (AUSTRALIA) |
| Battery Certifications | UN38.3 / IATA DGR 62nd edition for safe transportation |

AUSTRALIA / OCEANIA greenfrogssystems.com.au +61 (0)8 7200 3909 | USA / AMERICAS greenfrogssystems.com +1 (214) 838-7010 | MAR 2021

| REVISIONS | |
|-----------|--|
| | |
| | |
| | |

LIGHTING PLAN

COURTYARDS
ON CONCORD
PREPARED FOR
EPCON COMMUNITIES
500 STONEHENGE PARKWAY, DUBLIN, OH 43017

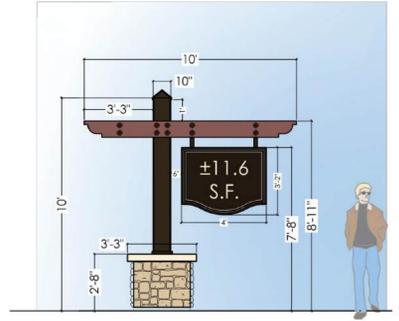
Faris Planning & Design
LAND PLANNING LANDSCAPE ARCHITECTURE
4876 Cemetery Road
p. (614) 467-1194
www.farisplanninganddesign.com
Hilliard, OH 43026

| | |
|---------|----------|
| DATE | 11/20/23 |
| PROJECT | 23026 |
| SHEET | |

D-5

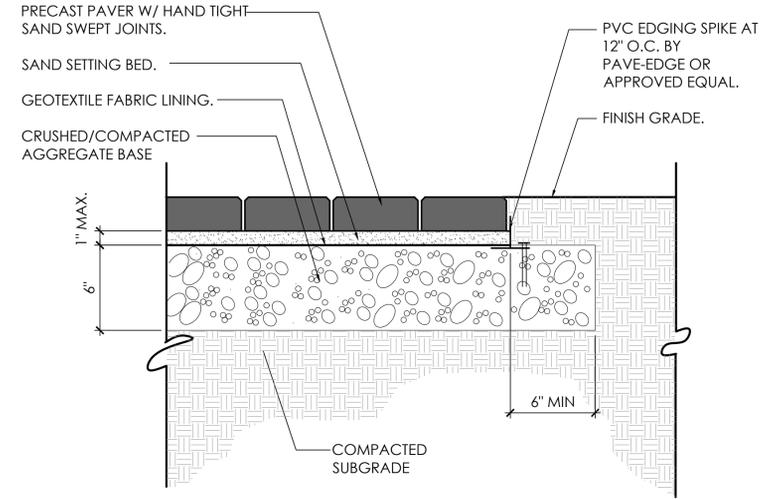
PRELIMINARY
NOT FOR CONSTRUCTION

- NOTES:
- SIGN COLOR, BACKGROUND: BLACK
 - SIGN COLOR, TEXT: CREAM
 - SIGN COLOR, BORDER: CREAM
 - FENCE COLOR: ADJACENT FENCE TO MATCH COLOR OF YARD-ARM
 - MAXIMUM SIGN PANEL AREA: ±11.6 SQ. FT. PER FACE
 - TEXT HEIGHT: MAXIMUM 8". SIGN PANEL DESIGN TO BE COORDINATED WITH EPCON MARKETING GROUP.

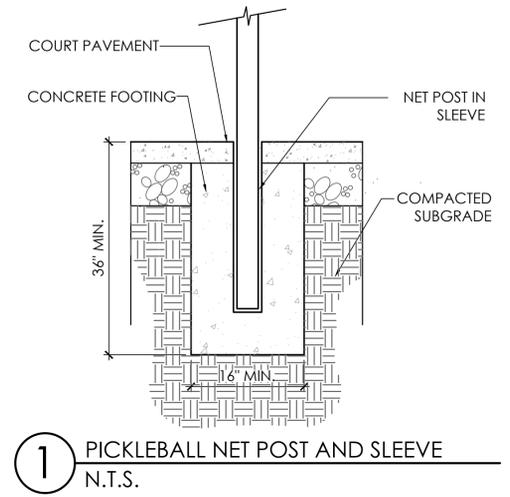


MANUFACTURED STONE BASE
BROWN ARM, BLACK POST

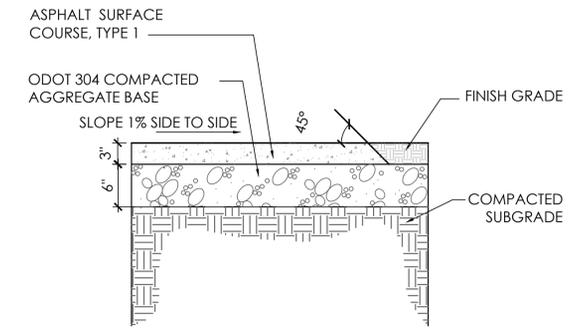
5 ENTRY SIGNAGE
SCALE: N.T.S.



4 PRECAST CONCRETE PAVER ON STONE DETAIL
N.T.S.



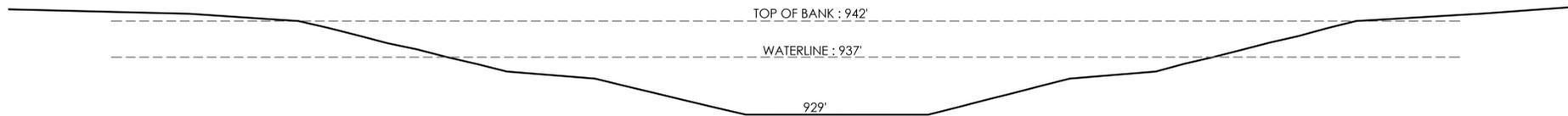
1 PICKLEBALL NET POST AND SLEEVE
N.T.S.



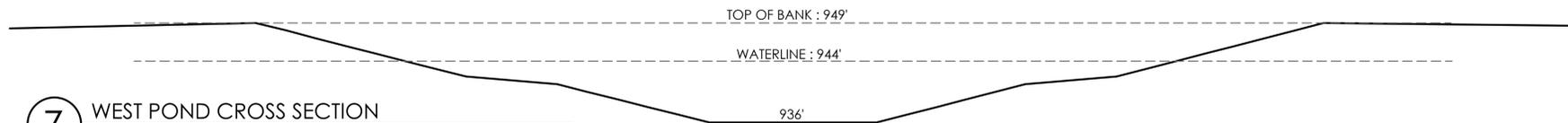
SURFACE COATING: USE NOVA PRODUCTS OR OWNER APPROVED EQUAL
-APPLY TWO COATS OF ACRYLIC RESURFACER FOR A UNIFORM BASE
-APPLY TWO COATS OF COMBINATION SURFACE. USE SAND AND 100% RICH ACRYLIC FINISH PER MANUFACTURERS RECOMMENDATION

2 PICKLEBALL COURT
N.T.S.

02-2501



6 EAST POND CROSS SECTION
SCALE: 1:10

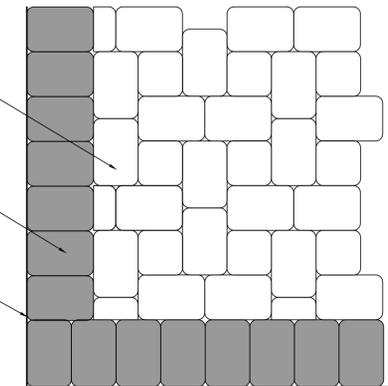


7 WEST POND CROSS SECTION
SCALE: 1:10

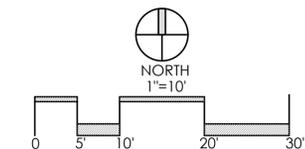
COLOR 'A' - PAVER STYLE AND COLOR BY OWNER

COLOR 'B' BORDER - PAVER STYLE AND COLOR BY OWNER

PVC EDGING WITH SPIKES 12" O.C.



3 TYPICAL PRECAST CONCRETE PAVER LAYOUT
N.T.S.



REVISIONS

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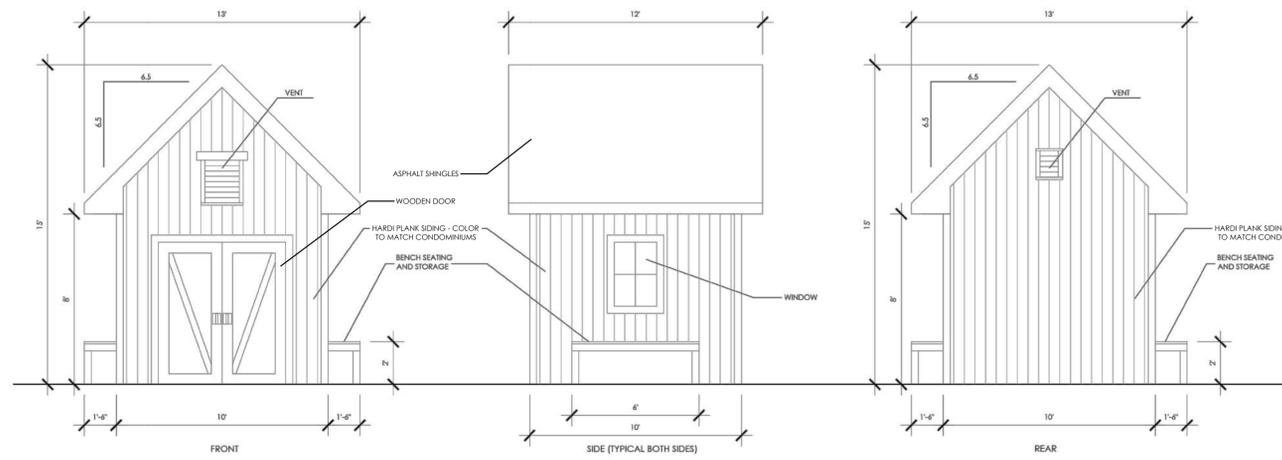
SITE DETAILS II

COURTYARDS
ON CONCORD
PREPARED FOR
EPCON COMMUNITIES
500 STONEHENGE PARKWAY, DUBLIN, OH 43017

Faris Planning & Design
LAND PLANNING LANDSCAPE ARCHITECTURE
4876 Cemetery Road Hilliard, OH 43026
p. 614.467.7194 www.farisplanninganddesign.com

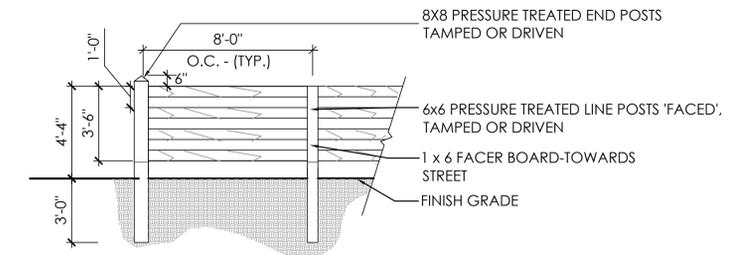
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| DATE | 1/23/24 |
| PROJECT | 23026 |
| SHEET | |

D-6.1



4 COMMUNITY GARDEN SHED
SCALE: N.T.S.

*REFER TO ARCHITECTURAL PLANS FOR FINAL SIDING COLORS



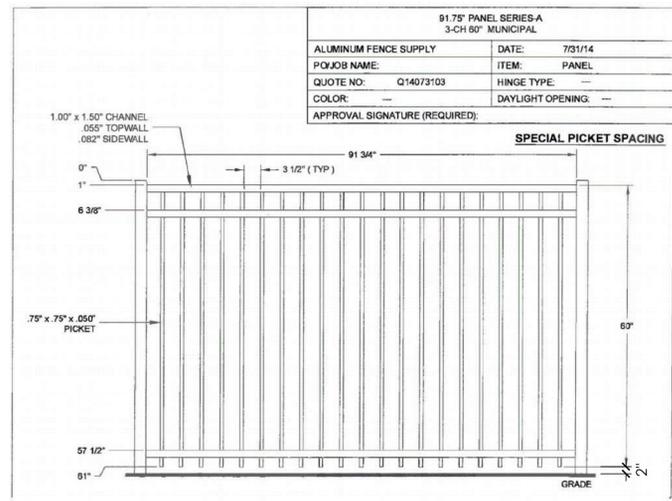
NOTES:
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

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

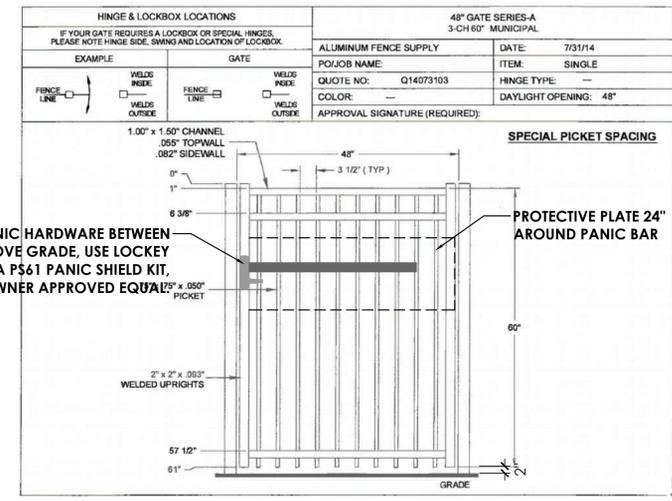
PAINT
PAINT SHALL BE A SEMI GLOSS BLACK TO MATCH EXISTING JEROME VILLAGE MASTER DEVELOPMENT FENCING

FASTENERS
NAILS-10D PLAIN SHANK BOX GALVANIZED

1 4 RAIL FENCE
N.T.S.



| 91.75' PANEL SERIES-A 3-CH 60' MUNICIPAL | |
|---|----------------------|
| ALUMINUM FENCE SUPPLY | DATE: 7/31/14 |
| PO/JOB NAME: | ITEM: PANEL |
| QUOTE NO: Q14073103 | HINGE TYPE: -- |
| COLOR: -- | DAYLIGHT OPENING: -- |
| APPROVAL SIGNATURE (REQUIRED): | |

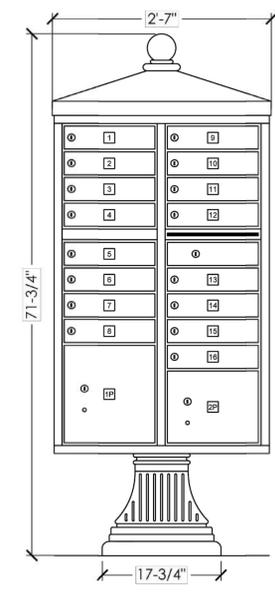


| HINGE & LOCKBOX LOCATIONS | | 48' GATE SERIES-A 3-CH 60' MUNICIPAL | |
|---|--|---|-----------------------|
| IF YOUR GATE REQUIRES A LOCKBOX OR SPECIAL HINGES, PLEASE NOTE HINGE SIDE, SWING AND LOCATION OF LOCKBOX. | | | |
| EXAMPLE: | | ALUMINUM FENCE SUPPLY | DATE: 7/31/14 |
| | | PO/JOB NAME: | ITEM: SINGLE |
| | | QUOTE NO: Q14073103 | HINGE TYPE: -- |
| | | COLOR: -- | DAYLIGHT OPENING: 48" |
| | | APPROVAL SIGNATURE (REQUIRED): | |

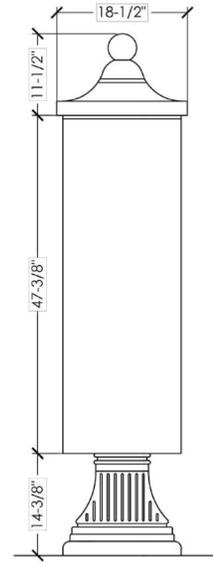
INSTALL PANIC HARDWARE BETWEEN 34" AND 48" ABOVE GRADE, USE LOCKEY USA PS61 PANIC SHIELD KIT, OR OWNER APPROVED EQUAL

3 POOL FENCE & GATE DETAIL
N.T.S.

- NOTES:**
- GATE TO BE SELF-CLOSING.
 - USE MANUFACTURER'S SPECIFIED GATE.
 - LATCH AND ACCESS HARDWARE TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS, AND TO CONFORM TO ADA.
 - LOCK TO BE SELF-LATCHING AND LOCKABLE.
 - FENCE POSTS TO BE CORE DRILLED AND GROUTED 100% ON POOL DECK UNLESS OTHERWISE SPECIFIED.

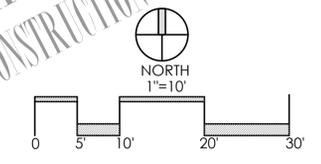


7 16 UNIT CBU
SCALE: N.T.S.



MANUFACTURER: GLOBAL INDUSTRIAL
ITEM #: WG694854BK
5 6' METAL BENCH (OR OWNER APPROVED EQUAL)
SCALE: N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION



| REVISIONS | |
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| | |
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SITE DETAILS

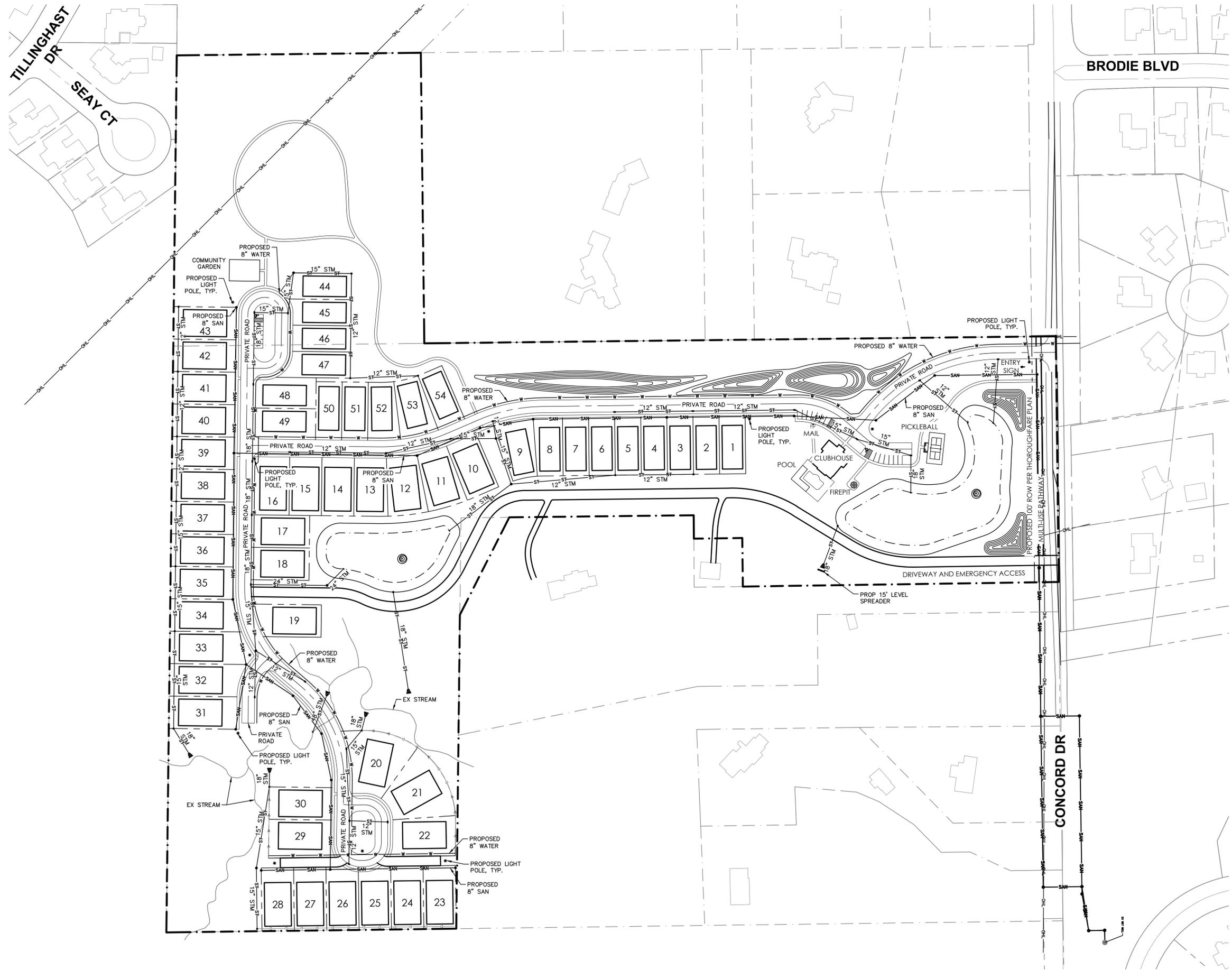
COURTYARDS
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www.farisplanninganddesign.com
Hilliard, OH 43026

| | |
|---------|----------|
| DATE | 11/20/23 |
| PROJECT | 23026 |
| SHEET | |

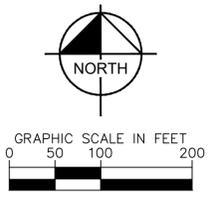
D-6

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Drawing name: K:\GLB_LDEV\161124000_Epcon_Southworth Property\2_Design\CAD\References\Temp_Base.dwg Utility Plan Jan 22, 2024 5:24pm by: Don.Brulin



LEGEND

| | |
|--|-------------------------|
| | EXISTING SITE BOUNDARY |
| | EXISTING PROPERTY LINE |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING PAVEMENT |
| | PROPOSED FACE OF CURB |
| | PROPOSED SIDEWALK |
| | PROPOSED CENTERLINE |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATER MAIN |
| | PROPOSED LIGHT POLE |



| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |
| | | | |
| | | | |
| | | | |

Kimley-Horn
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 7985 N. HIGH STREET, SUITE 200
 COLUMBUS, OH 43235
 PHONE: 614-454-6699
 WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
 DESIGNED BY: DUB
 DRAWN BY: DUB
 CHECKED BY: MCR

UTILITY PLAN

SOUTHWORTH PROPERTY
 CONCORD TOWNSHIP
 DELAWARE COUNTY, OHIO

ORIGINAL ISSUE:
 1/22/2024
 KHA PROJECT NO.
 161124000
 SHEET NUMBER

EXHIBIT E-1



Delaware County Engineer

Chris Bauserman, P.E., P.S.

October 11th, 2023

Ric Irvine
Concord Township
6385 Home Road
Delaware, Ohio 43015

Re: Epcon Development Concord Road

Dear Ric:

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout submitted to our office for the development on Concord Road (parcel number 31921001049000) for a potential Epcon development. The proposed conceptual layout appears to be generally feasible. Storm water management will be required to conform to current Delaware County Standards and is expected to be analyzed in more detail during the engineering phase.

We offer the following comments

- 1) A Traffic Access Study (TAS) will be required
- 2) Speed limit on Concord Road is legally 45mph
- 3) There is a slight hill on Concord Road, make sure there is adequate sight distance for the proposed entrance
- 4) Layout appears to be a "Condo" type development (i.e. not fee simple lots), therefore the streets will not be required to be design/constructed to public standards.
- 5) Verify that there is an adequate drainage outlet(s) that for the site
- 6) Any offsite drainage easements would need to be established Drainage maintenance and drainage, erosion and sedimentation control (DESC) requirements will be required
- 7) The proposed development's parcel shares a driveway with the adjacent parcel (60034202017002), how will the adjacent parcel get access to their home and barn?
- 8) Road R/W may need dedicated per the County's thoroughfare plan

Please note that the reviewed plans are preliminary in nature and, therefore, only address the conceptual layout. Final Engineering plans will need to be submitted that comply with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual. All variances from the Delaware County Design, Construction and Surveying Standards Manual are required to be requested and approved during final engineering design phase.

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

Sincerely,

Michael A. Love, P.E., PTOE
Deputy Development Engineer

cc: Scott Sanders AICP, DCRPC
Chris Schneider, Kimley Horn

EXHIBIT E-2

Officers

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



6658 OLENTANGY RIVER ROAD
DELAWARE, OHIO 43015
www.delcowater.org
Phone (740) 548-7746 • (800) 521-6779

Directors

MARC A. ARMSTRONG

DAVID A. BENDER

DOUGLAS D. DAWSON

TIMOTHY D. MCNAMARA

MICHAEL (NICK) D. SHEETS

October 9, 2023

Mr. Chris Schneider
Kimley-Horn
7965 North High Street, Ste. 200
Columbus, Ohio 43235

Via Email: chris.schneider@kimley-horn.com

Dear Mr. Schneider:

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

Proposed Land Use: \pm 54 single-family homes
Location: West side of Concord Road, \pm 1,300 feet north of Tartan Fields Drive
Land Size: \pm 36.24 acres

This site can be served from an existing 12-inch waterline located on Concord Road.

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

Sincerely,
DEL-CO WATER COMPANY, INC.

A handwritten signature in black ink that reads "Shane F. Clark".

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



Delaware County

Regional Sewer District

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

September 12, 2023

Jason R. Coffee, P.E.
Epcon Communities, Inc.
500 Stonehenge Parkway
Dublin, OH 43015

sent via email: jcoffee@epconcommunities.com

Re: **Request for Sewer Capacity**
Southworth Project
Parcels: 60034202013000, 60034202016000, 60034202017002, 60034202017001

Dear Mr. Coffee:

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 a maximum 54 Equivalent Residential Unit(s) (ERU).

Capacity is conditionally available to serve the proposed development. The nearest sanitary sewer is on the east side of Concord Road, at the Concord pump station. Improvements at the pump station and an extension from the existing sewer will be necessary to provide service to the proposed development. Capacity for the proposed development **is not reserved** until such time that all the requirements for the sewer extension have been fulfilled. Please be aware that the County will be making improvements at the Tartan Fields treatment plant concurrent with your project.

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,

A handwritten signature in black ink that reads "Kelly Thiel".

Kelly Thiel
Staff Engineer III
Delaware County Regional Sewer District

cc: Correspondence File
tmaag@co.delaware.oh.us

EXHIBIT E-4



Chris Schneider
7965 N High St
Col. OH 43235

October 31, 2023
1040 S. Prospect St
Marion Oh 43302

Chris,

Service Availability- EPCON COMMUNITIES CONCORD RD

Ohio Edison has facilities in the area and will provide electric to the proposed development in accordance with the approved Ohio Edison PUCO tariffs.

Cory Lawson
Ohio Edison – Engineering Services

October 9, 2023

Kimley-Horn
Attn: Chris Schneider
7965 N High St, Suite 200
Columbus, Ohio 43235

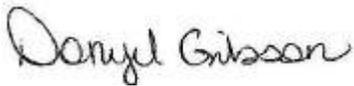
Re: Concord Rd Development
Opportunity Id 287872- Gas Availability

Dear Mr. Schneider;

Thank you for your interest in choosing Columbia Gas of Ohio, Inc. (Columbia Gas) to serve your energy needs. Columbia Gas has facilities in the general area of Concord Rd and Tartan Fields, Dublin, Ohio. Although Columbia Gas facilities are in the vicinity of your proposed location, further investigation and analysis will need to take place to determine the feasibility of providing natural gas service to such location. Only after the gas loads, meter locations, construction schedule and final site plans are provided to Columbia Gas, we will be able to prepare cost estimates and determine gas availability and capacity. Please note that in making the determination to extend natural gas service, Columbia Gas conducts a cost benefit analysis and if we determine that the project is not economically feasible for us, a deposit and/or a contribution towards construction costs will be required to be paid by you.

Please contact me if there is interest in pursuing this project further. I appreciate that you turned to Columbia Gas of Ohio as a potential provider of natural gas and thank you for your cooperation during the preliminary review process.

Sincerely,



Donyel Gibson
Sr. New Business Development Manager
C: 614-623-2644

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



October 27, 2023

Chris Schneider
Kimley-Horn
7965 N High St Suite 200
Columbus, OH 43235

RE: 54 Lot subdivision, Epcon Communities, NW of Tartan Fields Drive and Concord Road, Concord Township, Delaware County, OH

Dear Mr. Schneider:

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 proposed 54 Lot subdivision, Epcon Communities, NW of Tartan Fields Drive and Concord Road, Concord Township, Delaware County, OH project.

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

Thank You!

A handwritten signature in black ink, appearing to read "Kevin D. Rich".

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

EXHIBIT E-7



CONCORD TOWNSHIP FIRE DEPARTMENT

7990 Dublin rd
Delaware Ohio 43015
740 881 5997
Station 340

11/20/2023

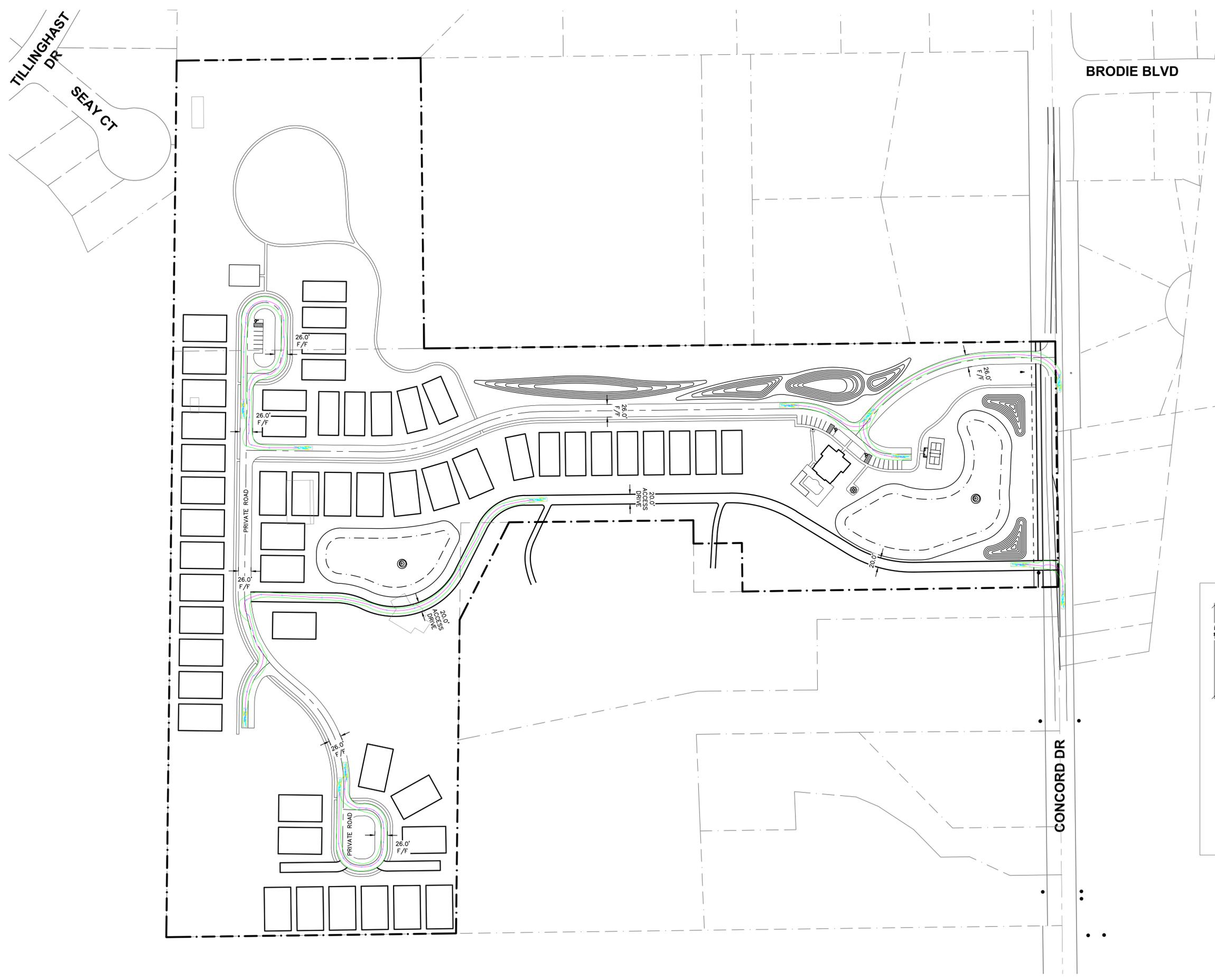
Tyler Jackson
Kimley-Horn
7965 North High Street Suite 200
Columbus, Ohio 43235

Tyler,
In reference to the Preliminary plans of the Southworth Property original Issue dated 11/15/2023 KHA project Number 161124000 SHEETS 1 through 3 have been reviewed and approved. If you have any questions please feel free to contact us.

Jack Guyton

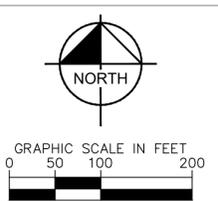
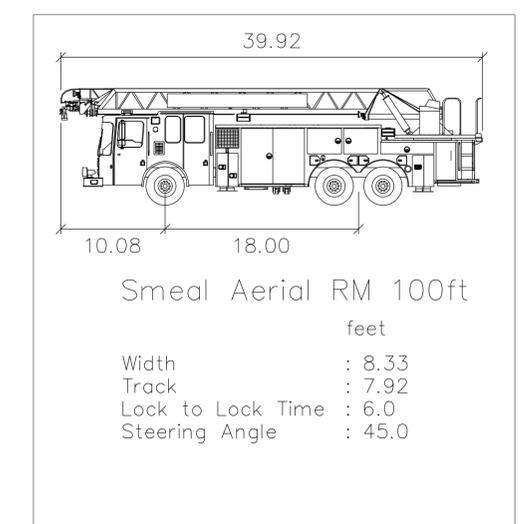
Concord Township Fire
740 881 5997

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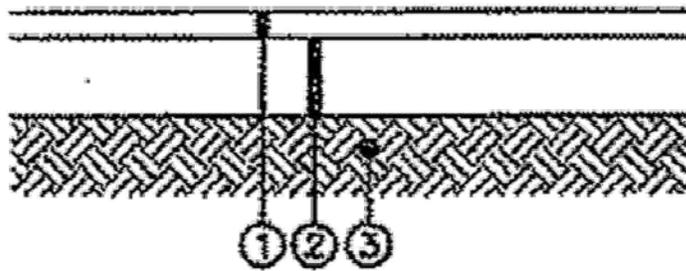


LEGEND

| | |
|-----|-------------------------|
| --- | EXISTING SITE BOUNDARY |
| --- | EXISTING PROPERTY LINE |
| --- | EXISTING RIGHT-OF-WAY |
| --- | EXISTING PAVEMENT |
| --- | PROPOSED FACE OF CURB |
| --- | PROPOSED SIDEWALK |
| --- | PROPOSED CENTERLINE |
| ST | PROPOSED STORM SEWER |
| SAN | PROPOSED SANITARY SEWER |
| W | PROPOSED WATER MAIN |



| <p>Kimley-Horn</p> <p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 7865 N. HIGH STREET, SUITE 200 COLUMBUS, OH 43235 PHONE: 614-454-6699 WWW.KIMLEY-HORN.COM</p> | | | | | | | |
|--|--|-----|------|----|--|--|--|
| <p>SCALE: AS NOTED</p> <p>DESIGNED BY: DUB</p> <p>DRAWN BY: DUB</p> <p>CHECKED BY: MCR</p> | <p>FIRETRUCK TURN</p> | | | | | | |
| <p>SOUTHWORTH PROPERTY CONCORD TOWNSHIP DELAWARE COUNTY, OHIO</p> | <p>ORIGINAL ISSUE: 1/22/2024 KHA PROJECT NO. 16124000 SHEET NUMBER</p> | | | | | | |
| <p>EXHIBIT E-9</p> | <p>REVISIONS</p> <table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | No. | DATE | BY | | | |
| No. | DATE | BY | | | | | |
| | | | | | | | |

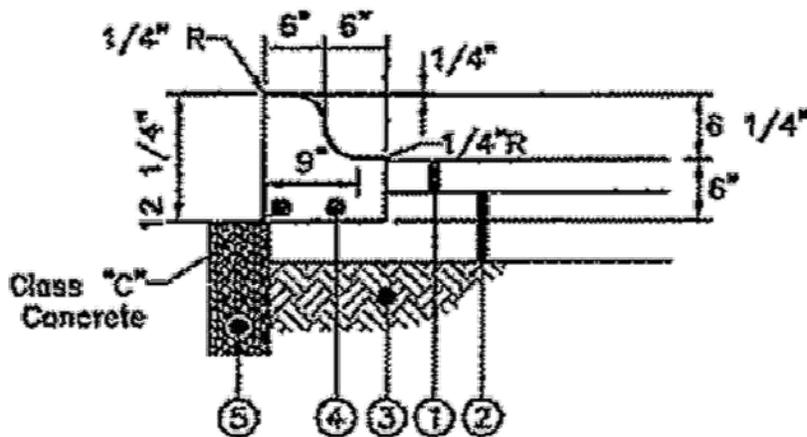


TYPICAL SECTION

- 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

**TORINO (DR-2) UNIT
RANCH ELEVATION A**

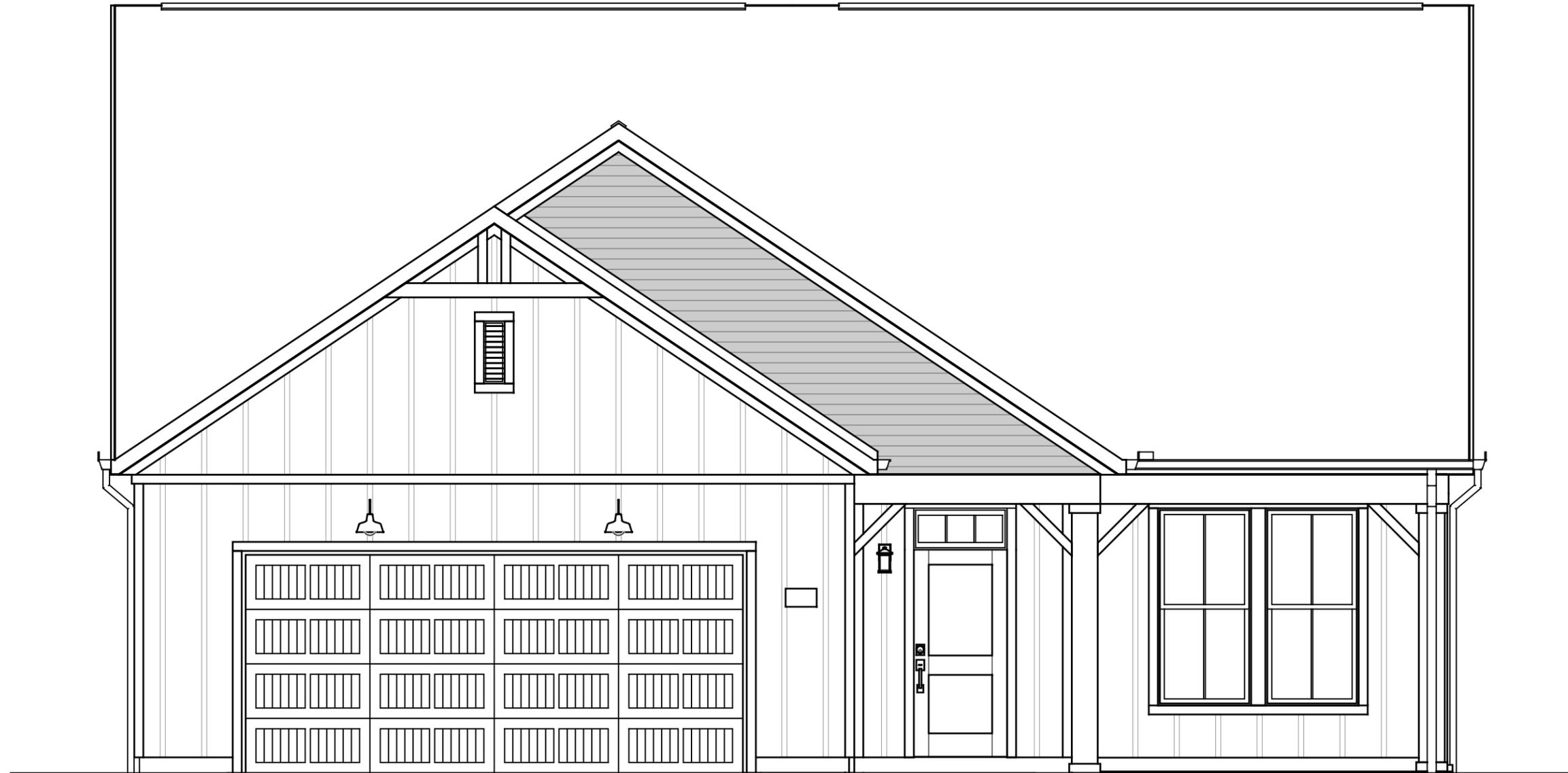
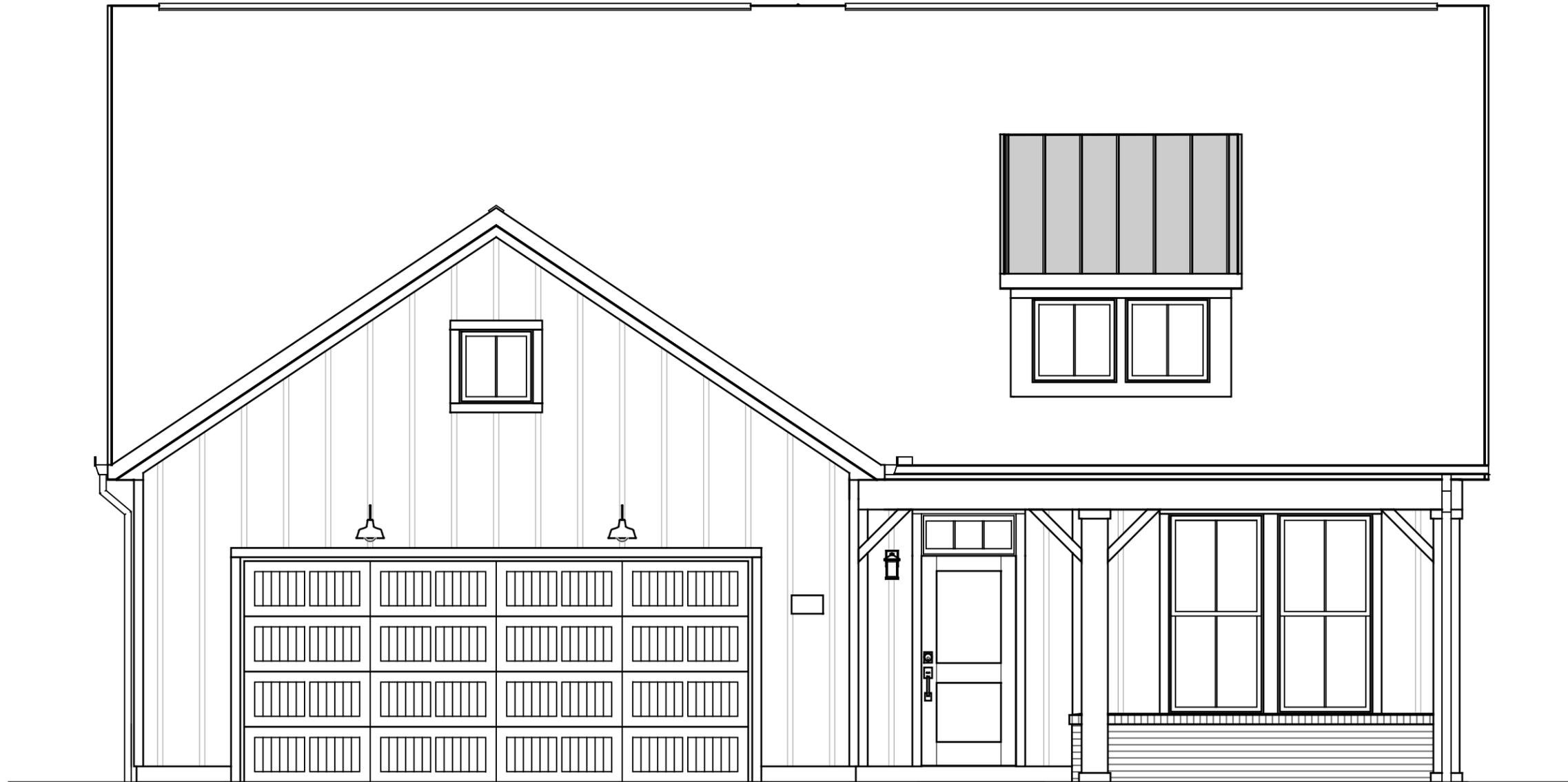


EXHIBIT F-1

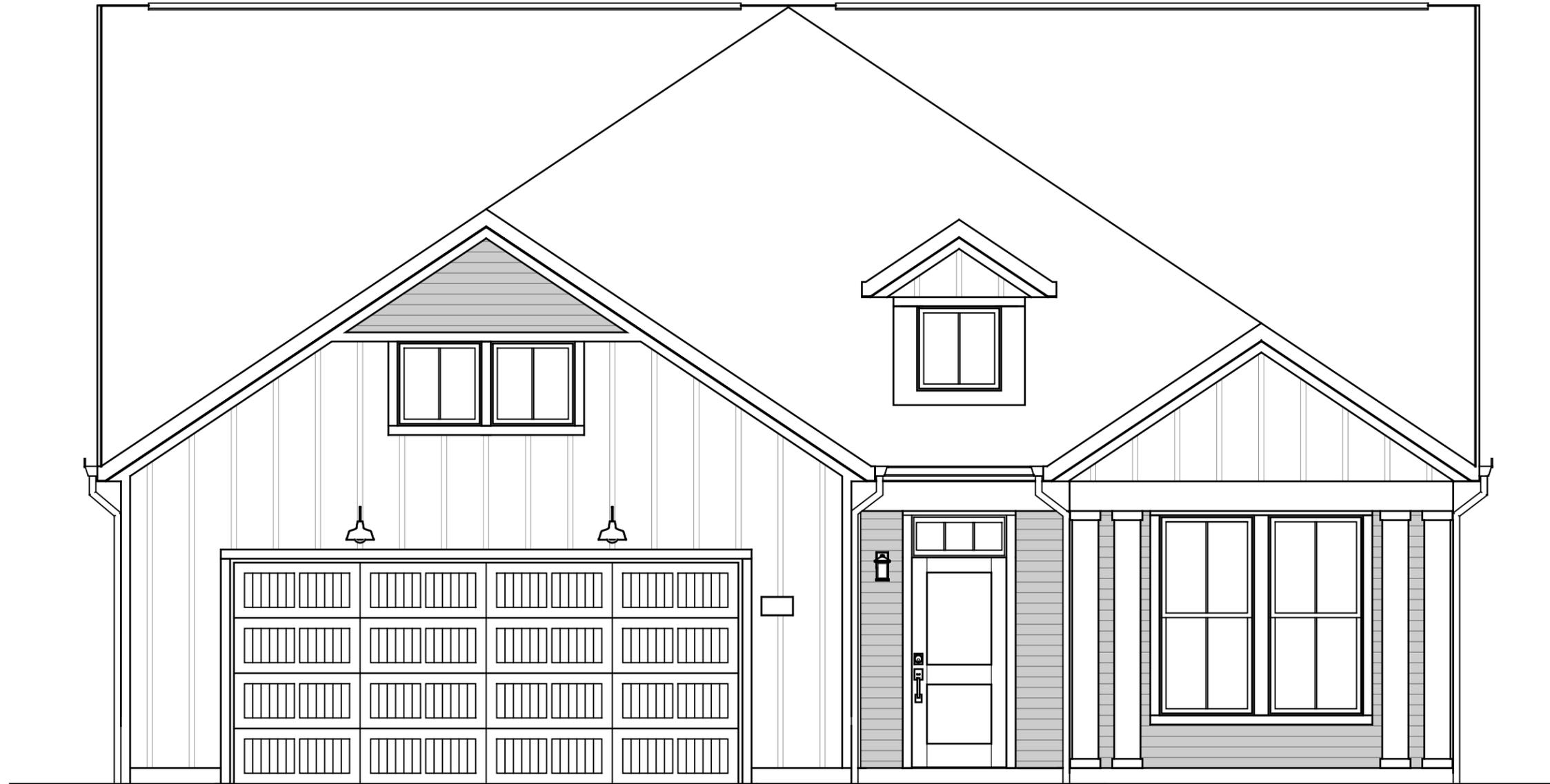
**TORINO (DR-2) UNIT
RANCH ELEVATION B**



**TORINO (DR-2) UNIT
RANCH ELEVATION C**



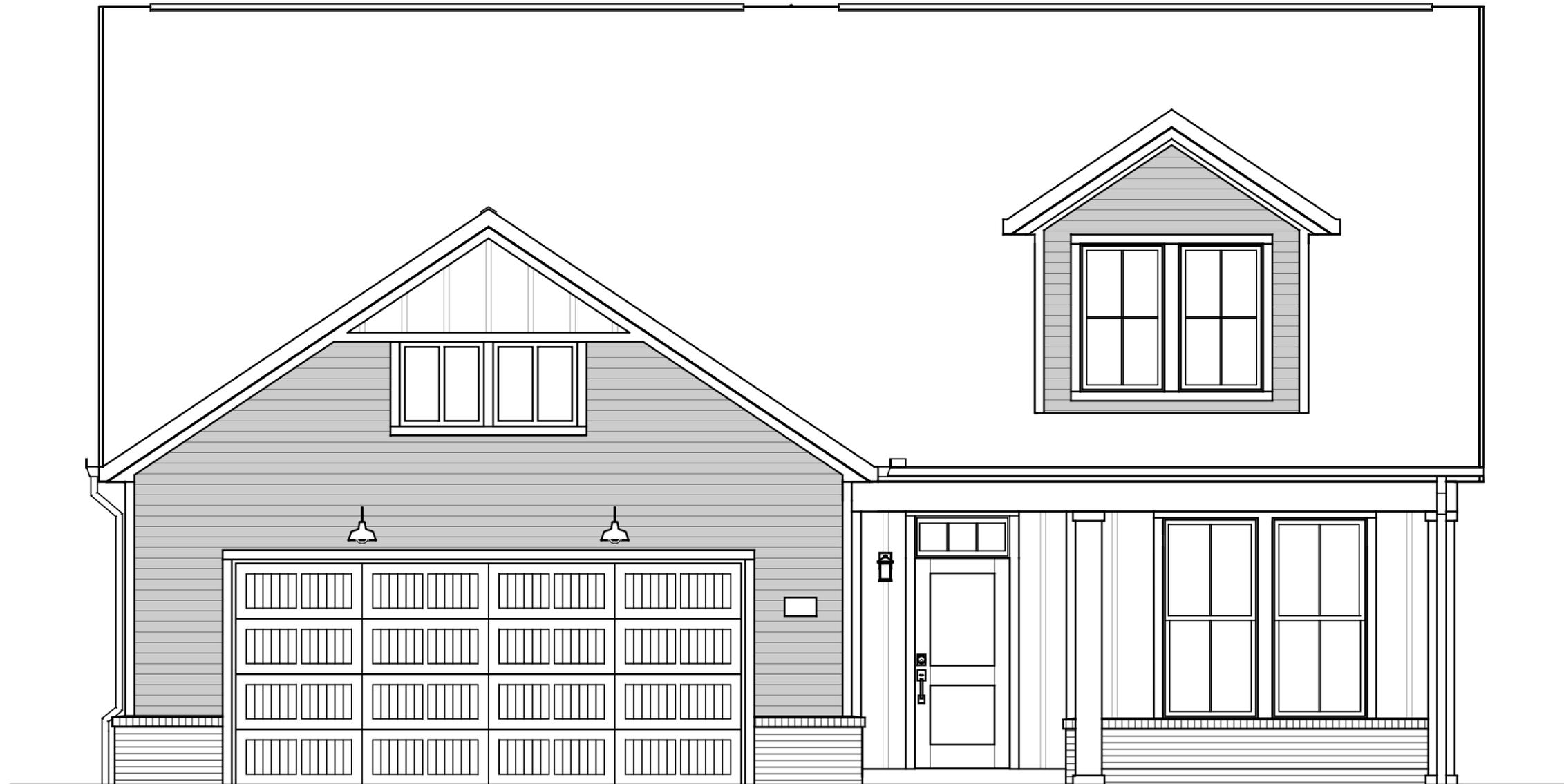
**TORINO (DR-2) UNIT
RANCH ELEVATION D**



**TORINO (DR-2) UNIT
BONUS ELEVATION A**



**TORINO (DR-2) UNIT
BONUS ELEVATION B**



NOTES:
SHUTTER DOGS TO BE
USED AS REQUIRED FOR
CLOSED SHUTTERS

**TORINO (DR-2) UNIT
BONUS ELEVATION C**



**VERONA (DR-3) UNIT
RANCH ELEVATION A**



NOTES:
SHUTTER DOGS TO BE
USED AS REQUIRED FOR
CLOSED SHUTTERS

**VERONA (DR-3) UNIT
RANCH ELEVATION B**



**VERONA (DR-3) UNIT
RANCH ELEVATION C**





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VERONA (DR-3) UNIT RANCH ELEVATION D





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VERONA (DR-3) UNIT BONUS ELEVATION A



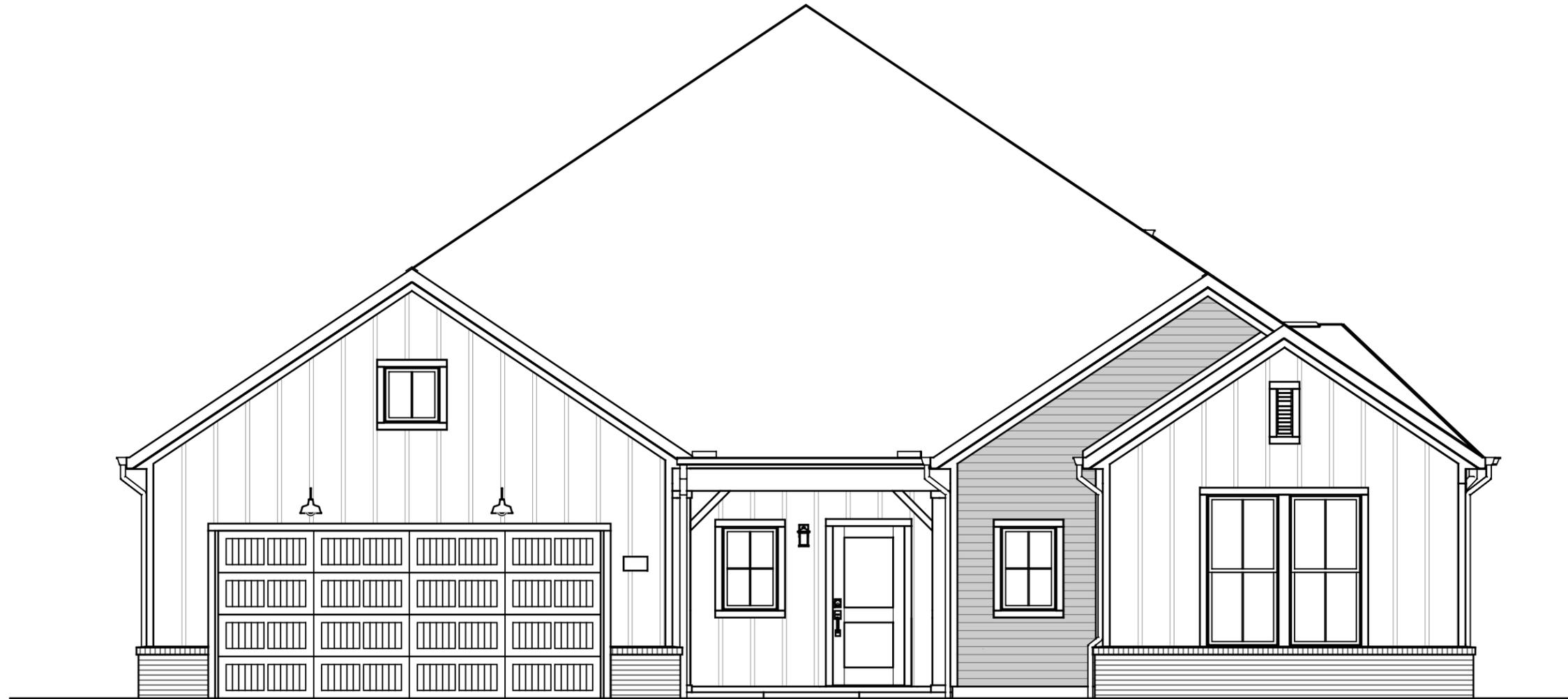
**VERONA (DR-3) UNIT
BONUS ELEVATION B**



**VERONA (DR-3) UNIT
BONUS ELEVATION C**



**PROVENANCE (E-1) UNIT
RANCH ELEVATION A**





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PROVENANCE (E-1) UNIT RANCH ELEVATION B



**PROVENANCE (E-1) UNIT
RANCH ELEVATION C**



**PROVENANCE (E-1) UNIT
RANCH ELEVATION D**



**PROVENANCE (E-1) UNIT
BONUS ROOM ELEVATION A**



**PROVENANCE (E-1) UNIT
BONUS ROOM ELEVATION B**



**PROVENANCE (E-1) UNIT
BONUS ELEVATION C**



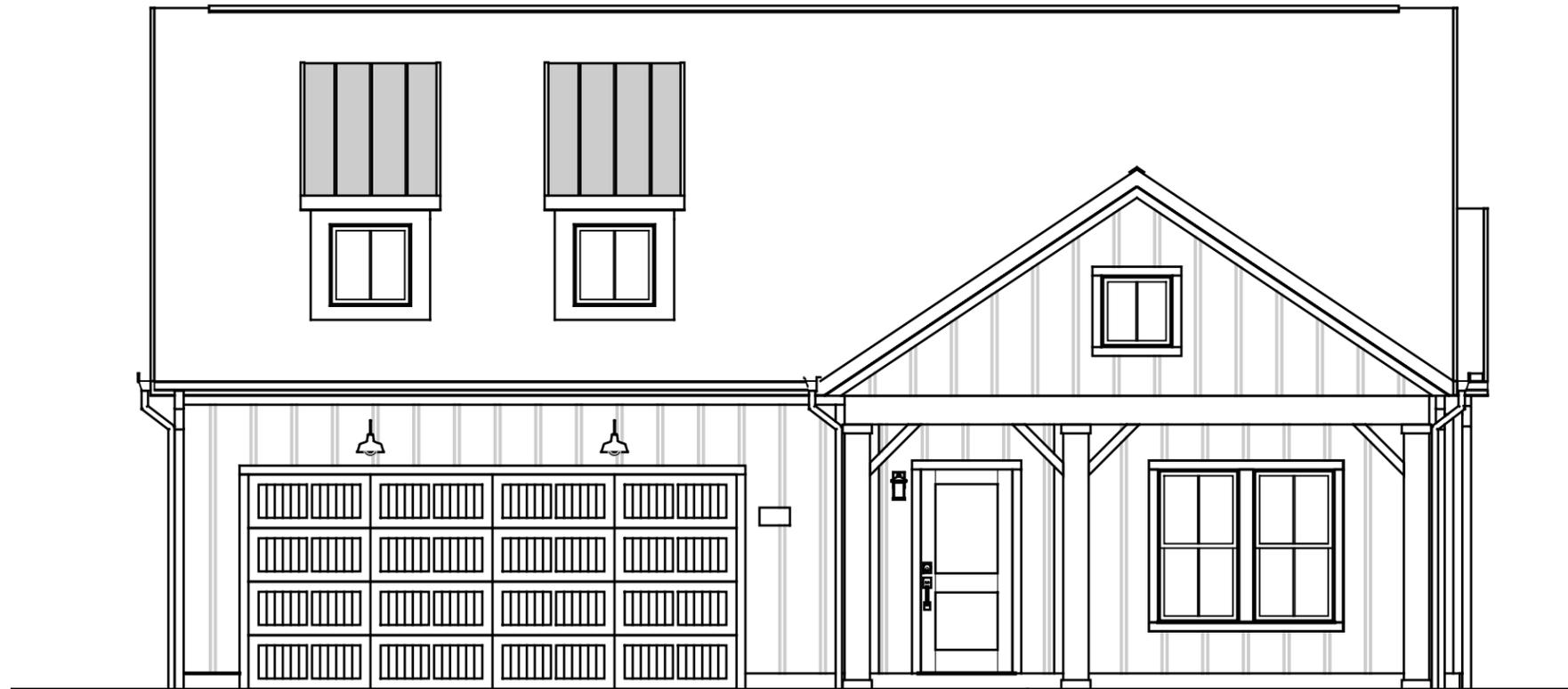
**PORTICO (D-2) UNIT
RANCH ELEVATION A**



**PORTICO (D-2) UNIT
RANCH ELEVATION B**



**PORTICO (D-2) UNIT
RANCH ELEVATION C**



**PORTICO (D-2) UNIT
RANCH ELEVATION D**



**PORTICO (D-2) UNIT
BONUS ELEVATION A**



**PORTICO (D-2) UNIT
BONUS ELEVATION B**



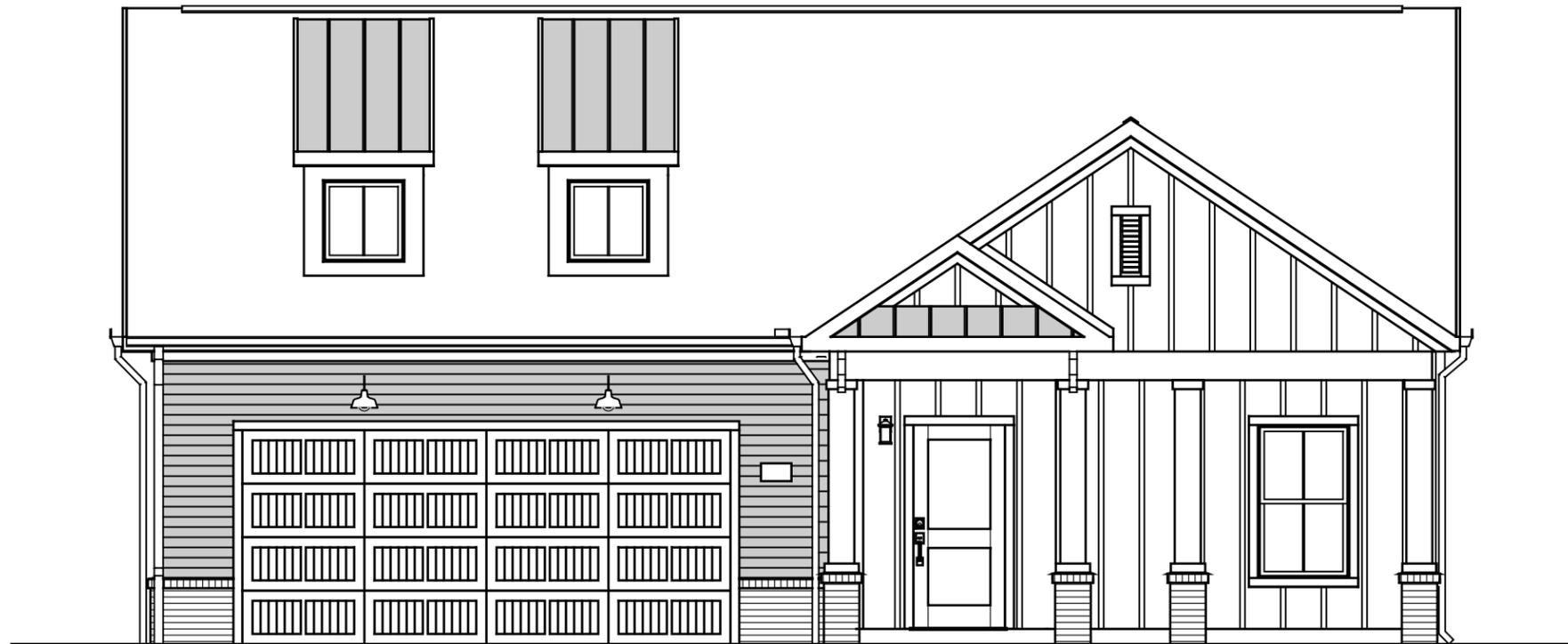
**PORTICO (D-2) UNIT
BONUS ELEVATION C**



**PROMENADE (D-4) UNIT
RANCH ELEVATION A**



**PROMENADE (D-4) UNIT
RANCH ELEVATION B**



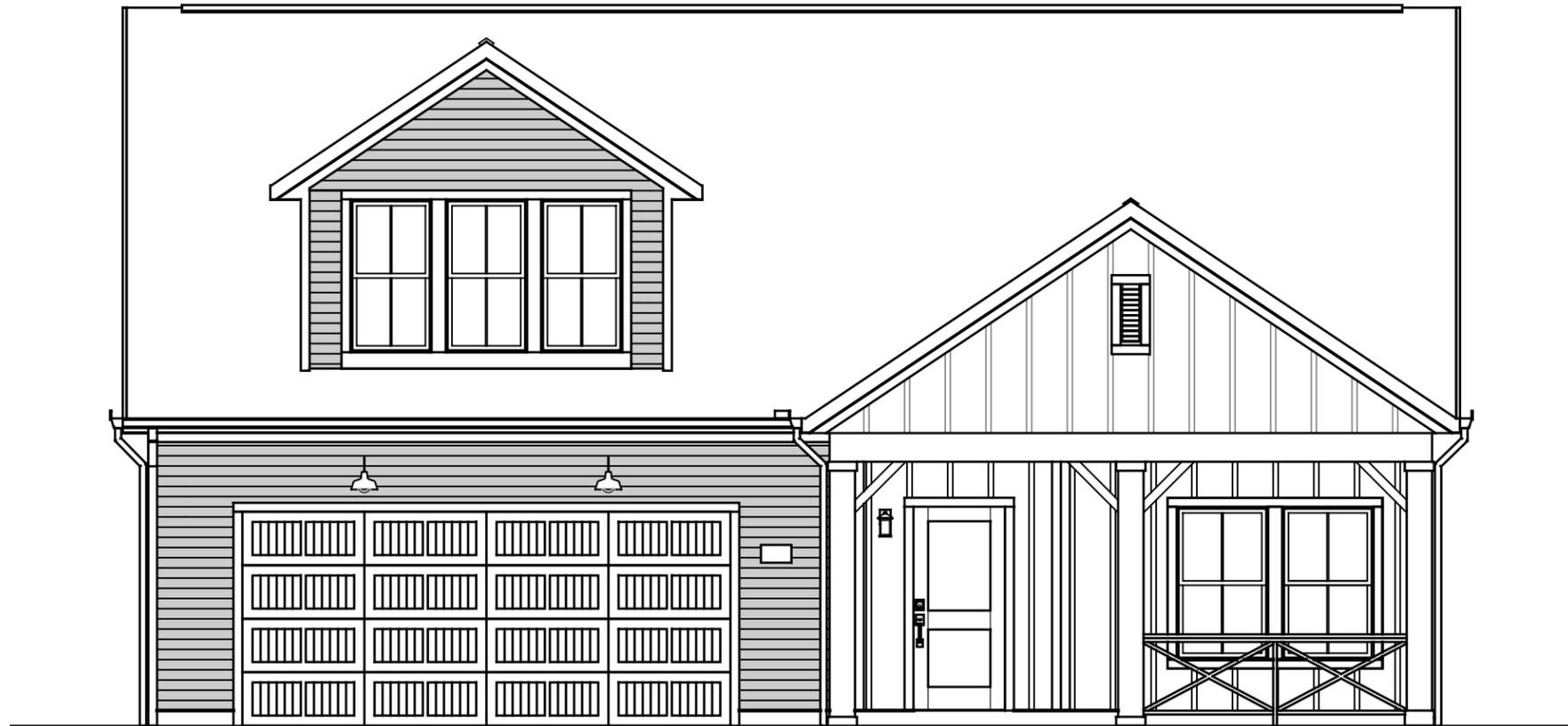
**PROMENADE (D-4) UNIT
RANCH ELEVATION C**



**PROMENADE (D-4) UNIT
RANCH ELEVATION D**



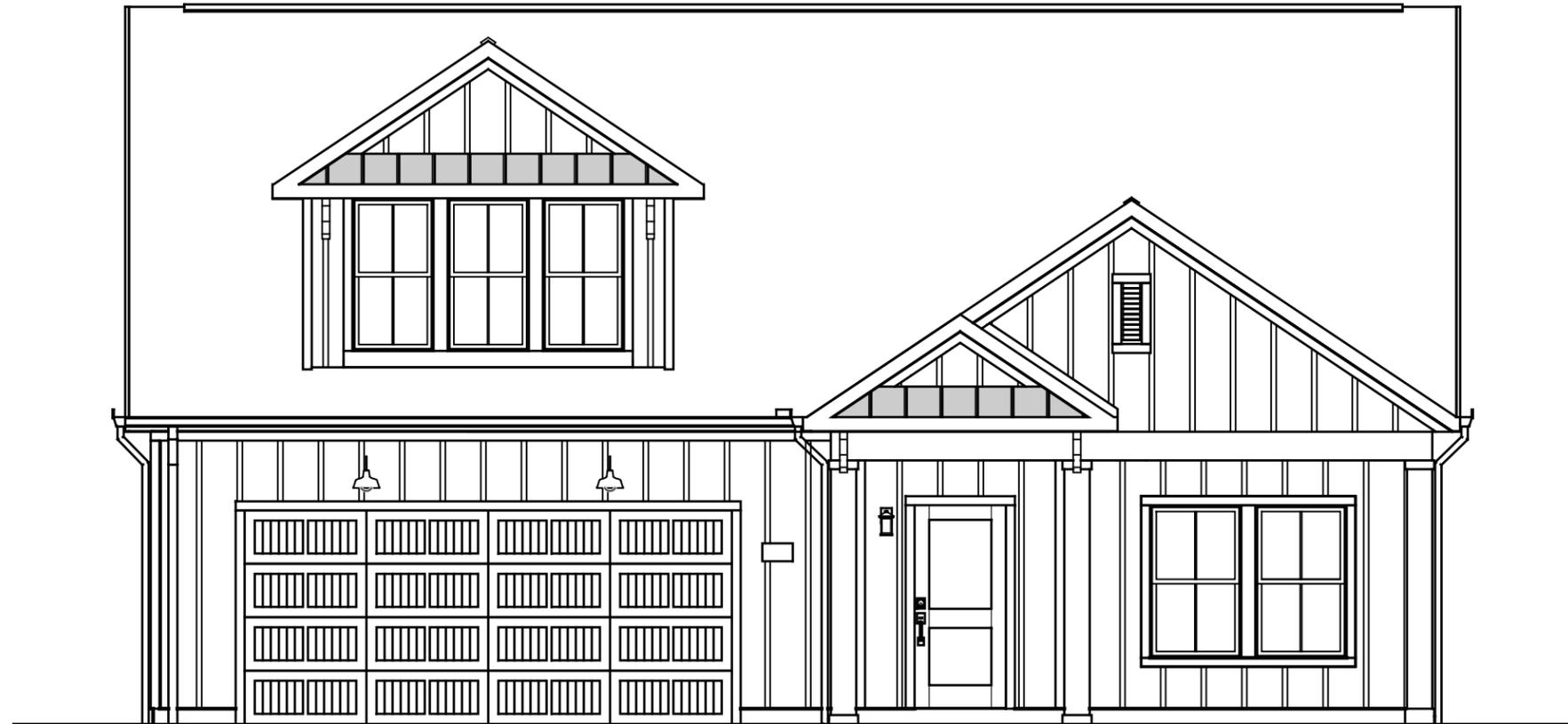
**PROMENADE (D-4) UNIT
BONUS ELEVATION A**



**PROMENADE (D-4) UNIT
BONUS ELEVATION B**



**PROMENADE (D-4) UNIT
BONUS ELEVATION C**



**PALAZZO (D-1) UNIT
RANCH ELEVATION A**



**PALAZZO (D-1) UNIT
RANCH ELEVATION B**





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PALAZZO (D-1) UNIT RANCH ELEVATION C



**PALAZZO (D-1) UNIT
RANCH ELEVATION D**



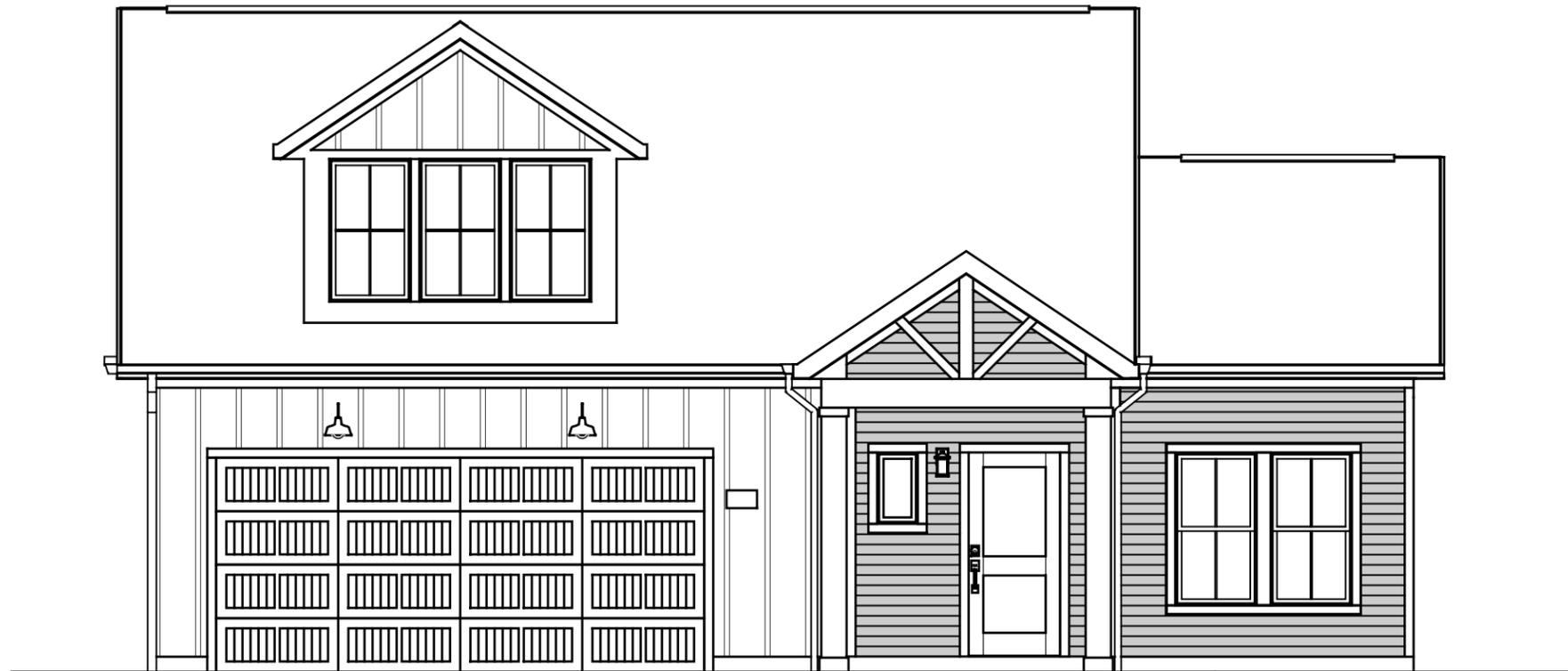


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PALAZZO (D-1) UNIT BONUS ELEVATION A

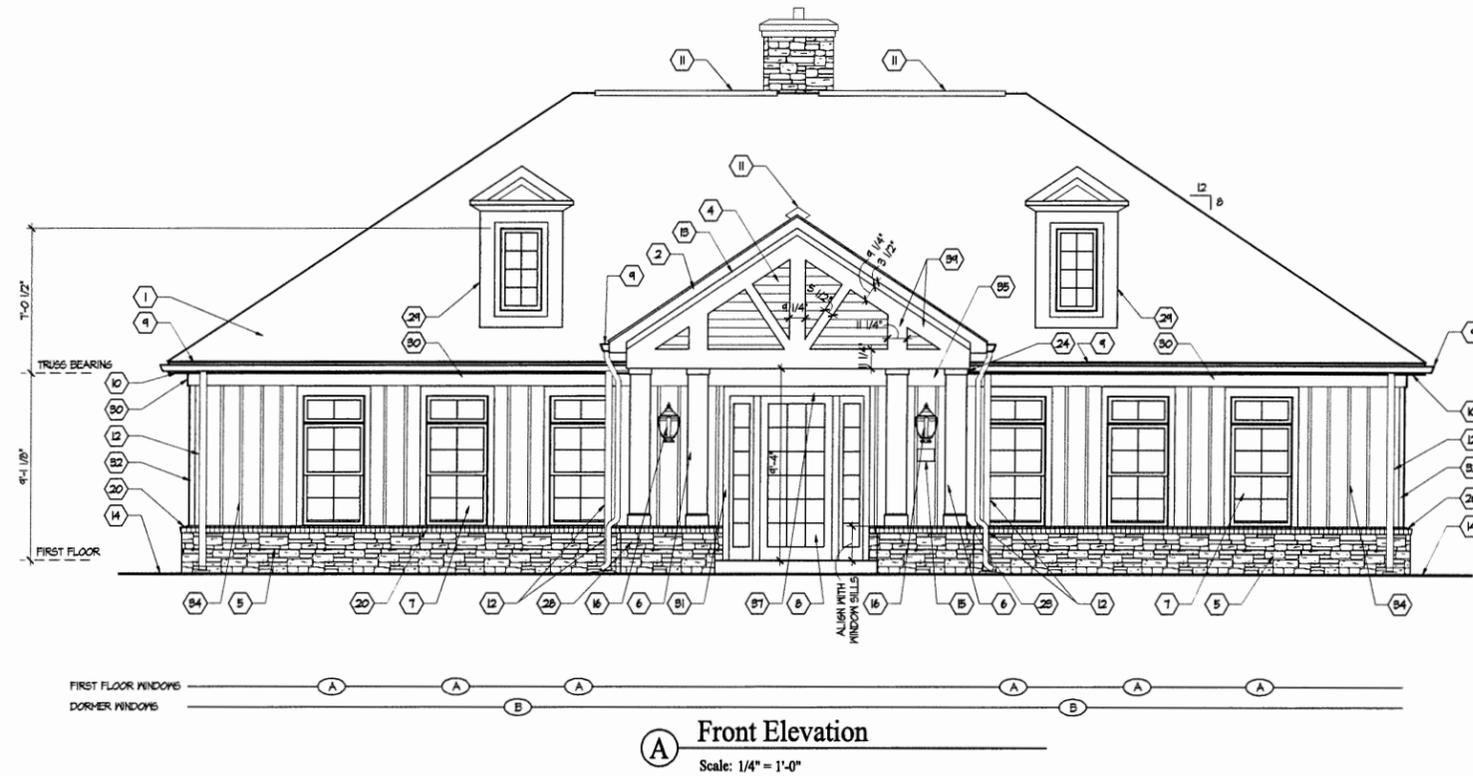


**PALAZZO (D-1) UNIT
BONUS ELEVATION B**

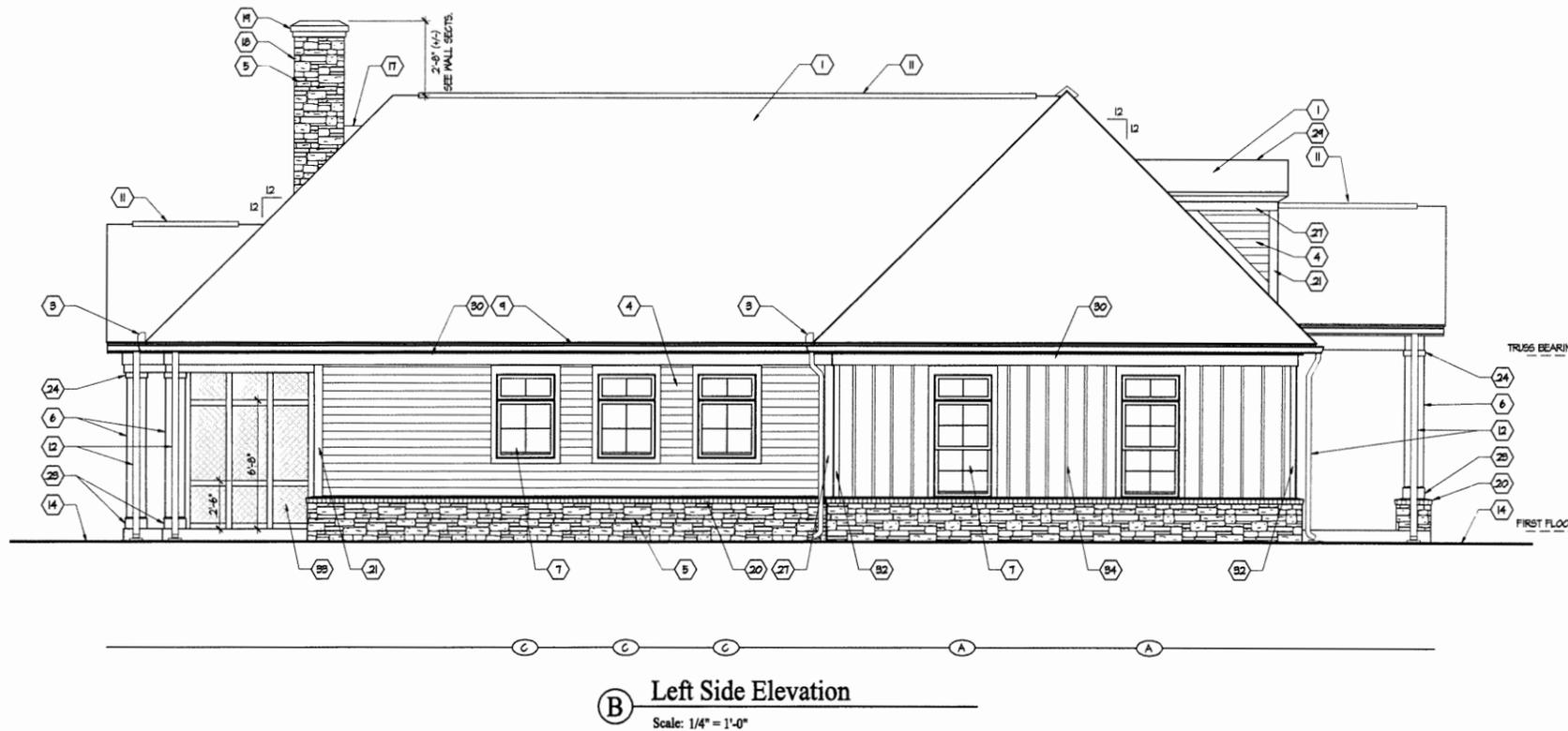


**PALAZZO (D-1) UNIT
BONUS ELEVATION C**





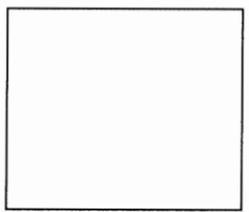
A Front Elevation
Scale: 1/4" = 1'-0"



B Left Side Elevation
Scale: 1/4" = 1'-0"

EXTERIOR ELEVATION CODED NOTES
(CLUBHOUSE ELEVATION SHEETS ONLY)

1. FIBERGLASS / ASPHALT SHINGLE ROOFING.
 2. ALUMINUM GLAD MOOD RAKE EXTENSION - SEE WALL SECTIONS.
 3. WATER FLOW DIVERTER - TYPICAL AT VALLEY ENDS.
 4. PRE-PRIMED COMPOSITION LAP SIDING BY LOUISIANA PACIFIC (OR EQUAL).
 5. CULTURED STONE VENEER, COLOR, STYLE, MORTAR, COLOR, COURSE & JOINT STYLE TO BE SELECTED BY THE OWNER.
 6. 12" SQUARE BUILT-UP COLUMN - SEE DETAIL E ON SHEET A302.
 7. VINYL WINDOW UNIT - SEE WINDOW DETAILS ON SHEET A401 FOR SIZE AND TRIM INFORMATION.
 8. PRE-HANG INSULATED METAL ENTRY DOOR - PAINTED. SEE DOOR SCHEDULE FOR MORE INFORMATION.
 9. 5" ALUMINUM OEGEE GUTTER ON 2 X 6 ALUMINUM GLAD MOOD SUB FASCIA (OR AS SPECIFIED ON WALL SECTION) - TYPICAL.
 10. VENTED ALUMINUM SOFFIT (TYPICAL) - SEE TYPICAL WALL SECTIONS FOR MORE DETAILS.
 11. CONTINUOUS RIDGE VENT LOCATION.
 12. DOWNSPOUT LOCATION WITH SPLASH BLOCK (NO SPLASH BLOCK WHERE ROUTED UNDER WALKS).
 13. 5/4 X 4 RAKE TRIM ON 1 X 8 BACKER.
 14. APPROXIMATE LINE OF GRADE - TO BE COORDINATED WITH BUILDER PRIOR TO START OF CONSTRUCTION - MAINTAIN MINIMUM 6" BELOW FIRST FLOOR.
 15. ADDRESS PLAQUE - USE DOUBLE-THICKNESS TRIM AS BACKING. MOUNT TOP @ 5'-5" A.F.F. AND CENTER ON WALL - TYPICAL.
 16. EXTERIOR LIGHT FIXTURE - MOUNT TOP @ 7'-8" A.F.F. AT TYPICAL DOOR LOCATIONS. S.C. TO COORDINATE OTHER MOUNTING HEIGHTS AS NEEDED.
 17. CHIMNEY CRICKET.
 18. SEE WALL SECTION FOR MORE INFORMATION ON CHIMNEY DETAILS.
 19. METAL CHIMNEY GAP & FLASHING - SEE WALL SECTION FOR DETAILS.
 20. SLOPED BRICK ROWLOCK BELT COURSE.
 21. 5/4 X 6" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 5 1/2" DIMENSION EACH SIDE OF CORNER.
 22. 5/4 X 8" MOOD TRIM WITH FLASHING ON 1 X BACKER.
 23. 1 X 8 PAINTED COLUMN BASE TRIM WITH BEVELED TOP EDGE.
 24. 1 X 4 PAINTED COLUMN CAP TRIM.
 25. 1/4" PAINT GRADE FINISH PLYWOOD SHEATHING ON UNDERSIDE OF ARCH - BEND TO RADIUS.
 26. SCREENED PORCH BEYOND. SEE DOOR SCHEDULE FOR SCREENED DOOR DETAILS.
 27. 5/4 X 6" TRIM.
 28. CULTURED STONE VENEER ON COLUMN BASE WALL ON CONCRETE BLOCK WITH COLUMNS ON TOP. SEE DETAIL D ON SHEET A302 AND WALL SECTION A ON SHEET A302.
 29. SEE DETAIL C ON SHEET A302 FOR DORMER DETAILS.
 30. 5/4 X 8" FRIEZE BOARD TRIM - TYPICAL.
 31. 5/4 X 4" TRIM.
 32. 5/4 X 4" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 5 1/2" DIMENSION EACH SIDE OF CORNER.
 33. INSECT SCREEN IN FRAMED MOOD. FOR SCREENED PORCH DETAILS SEE SHEET A301.
 34. BOARD AND BATTEN SIDING.
 35. 4" WIDE LIMESTONE CHIMNEY WATER TABLE - TOP OF STONE AT 5'-4" A.F.F..
 36. STONE HEARTH - MIN. 2" THICK.
 37. 5/4 X 6 MOOD HEADER.
 38. 5/4 X 8 ARCHED TRIM - DIMENSIONS AS SHOWN.
 39. 5/4 X MOOD TRIM ON 2 X 6 P.T. BUILT-UP "SABLE TRUSS" FRAMING - DIMENSIONS AS SHOWN. SEE WALL SECTIONS.
 40. DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, TWILIGHT II INDOOR/OUTDOOR FIREPLACE OR EQUAL). PROVIDE GAS LINE & GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURER'S INSTRUCTIONS.
- ALL SIDING & TRIM TO BE LOUISIANA PACIFIC "SMART SIDE" CEDAR GRAIN TEXTURE - SIZES AS INDICATED. TRIM IN DIRECT CONTACT WITH CONCRETE TO BE PVC PRODUCT EQUIVALENT.



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| Prototype Disk No. | Interim Page Revisions | Date |
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| | Revision | 8/4/17 |

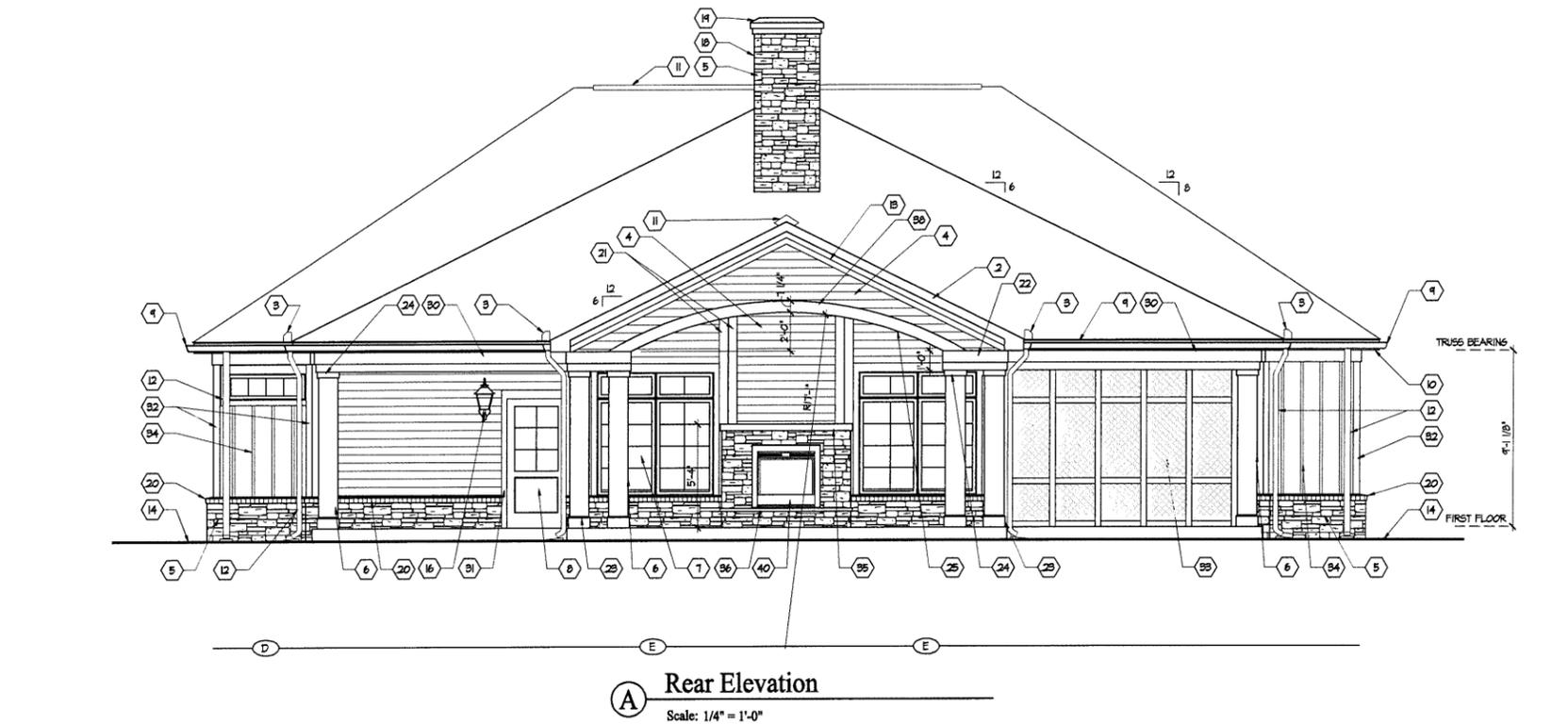
Architect Project Number

| Community Dates & Revisions | |
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| Date Originated | |
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| Construction | |
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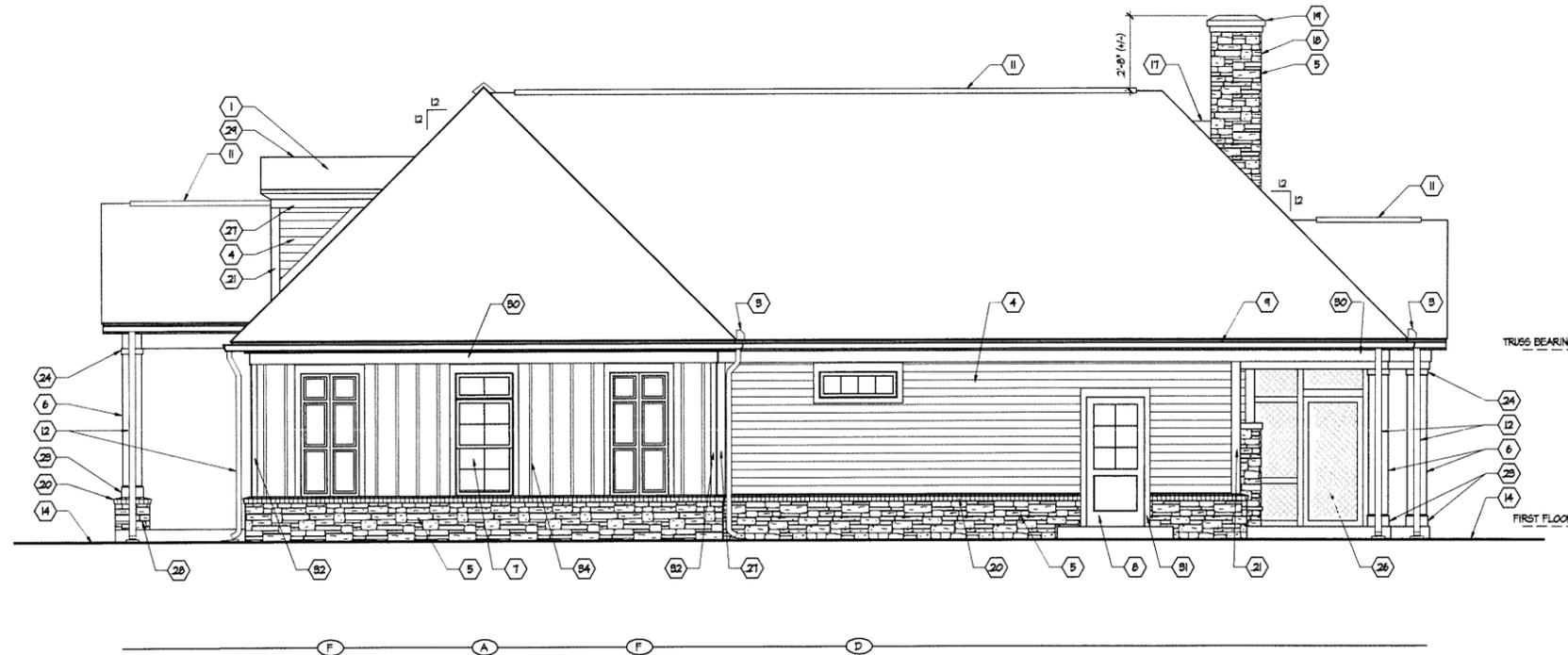
Drawing Title
Exterior Elevations

Architectural Style
 European Country
 Sheet Number
A.201
 Clubhouse 'Medium'

EXHIBIT F-2



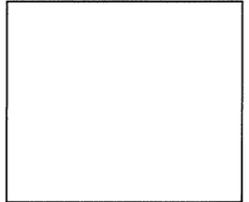
A Rear Elevation
Scale: 1/4" = 1'-0"



B Right Side Elevation
Scale: 1/4" = 1'-0"

EXTERIOR ELEVATION CODED NOTES
(CLUBHOUSE ELEVATION SHEETS ONLY)

1. FIBERGLASS / ASPHALT SHINGLE ROOFING.
 2. ALUMINUM CLAD MOOD RAKE EXTENSION - SEE WALL SECTIONS.
 3. WATER FLOW DIVERTER - TYPICAL AT VALLEY ENDS.
 4. PRE-PRIMED COMPOSITION LAP SIDING BY LOUISIANA PACIFIC (OR EQUAL).
 5. CULTURED STONE VENEER COLOR, STYLE, MORTAR COLOR, COURSING & JOINT STYLE TO BE SELECTED BY THE OWNER.
 6. 12" SQUARE BUILT-UP COLUMN - SEE DETAIL E ON SHEET A302.
 7. VINYL WINDOW UNIT - SEE WINDOW DETAILS ON SHEET A401 FOR SIZE AND TRIM INFORMATION.
 8. PRE-HUNG INSULATED METAL ENTRY DOOR - PAINTED. SEE DOOR SCHEDULE FOR MORE INFORMATION.
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 10. VENTED ALUMINUM SOFFIT (TYPICAL) - SEE TYPICAL WALL SECTIONS FOR MORE DETAILS.
 11. CONTINUOUS RIDGE VENT LOCATION.
 12. DOWNSPOUT LOCATION WITH SPLASH BLOCK (NO SPLASH BLOCK WHERE ROUTED UNDER WALKS).
 13. 5/4 X 4 RAKE TRIM ON 1 X 8 BACKER.
 14. APPROXIMATE LINE OF GRADE - TO BE COORDINATED WITH BUILDER PRIOR TO START OF CONSTRUCTION - MAINTAIN MINIMUM 6" BELOW FIRST FLOOR.
 15. ADDRESS PLaque - USE DOUBLE-THICKNESS TRIM AS BACKING. MOUNT TOP @ 5'-5" A.F.F. AND CENTER ON WALL - TYPICAL.
 16. EXTERIOR LIGHT FIXTURE - MOUNT TOP @ 7'-0" A.F.F. AT TYPICAL DOOR LOCATIONS. G.G. TO COORDINATE OTHER MOUNTING HEIGHTS AS NEEDED.
 17. CHIMNEY CRICKET.
 18. SEE WALL SECTION FOR MORE INFORMATION ON CHIMNEY DETAILS.
 19. METAL CHIMNEY CAP & FLASHING - SEE WALL SECTION FOR DETAILS.
 20. SLOPED BRICK ROMLOCK BELT COURSE.
 21. 5/4 X 6" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 5 1/2" DIMENSION EACH SIDE OF CORNER.
 22. 5/4 X 8" MOOD TRIM WITH FLASHING ON 1 X 8 BACKER.
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 27. 5/4 X 6" TRIM.
 28. CULTURED STONE VENEER ON COLUMN BASE WALL ON CONCRETE BLOCK WITH COLUMNS ON TOP. SEE DETAIL D ON SHEET A302 AND WALL SECTION A ON SHEET A302.
 29. SEE DETAIL C ON SHEET A302 FOR DORMER DETAILS.
 30. 5/4 X 8" FRIEZE BOARD TRIM - TYPICAL.
 31. 5/4 X 4" TRIM.
 32. 5/4 X 4" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 3 1/2" DIMENSION EACH SIDE OF CORNER.
 33. INSECT SCREEN IN FRAMED MOOD. FOR SCREENED PORCH DETAILS SEE SHEET A301.
 34. BOARD AND BATTEN SIDING.
 35. 4" WIDE LIMESTONE CHIMNEY WATER TABLE - TOP OF STONE AT 5'-4" A.F.F..
 36. STONE HEARTH - MIN. 2" THICK.
 37. 5/4 X 6" WOOD HEADER.
 38. 5/4 X 8" ARCHED TRIM - DIMENSIONS AS SHOWN.
 39. 5/4 X MOOD TRIM ON 2 X P.T. BUILT-UP "GABLE TRUSS" FRAMING - DIMENSIONS AS SHOWN. SEE WALL SECTIONS.
 40. DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, TWILIGHT II INDOOR/OUTDOOR FIREPLACE OR EQUAL). PROVIDE GAS LINE & GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURER'S INSTRUCTIONS.
- ALL SIDING & TRIM TO BE LOUISIANA PACIFIC "SMART SIDE" CEDAR GRAIN TEXTURE - SIZES AS INDICATED. TRIM IN DIRECT CONTACT WITH CONCRETE TO BE PVC PRODUCT EQUIVALENT.



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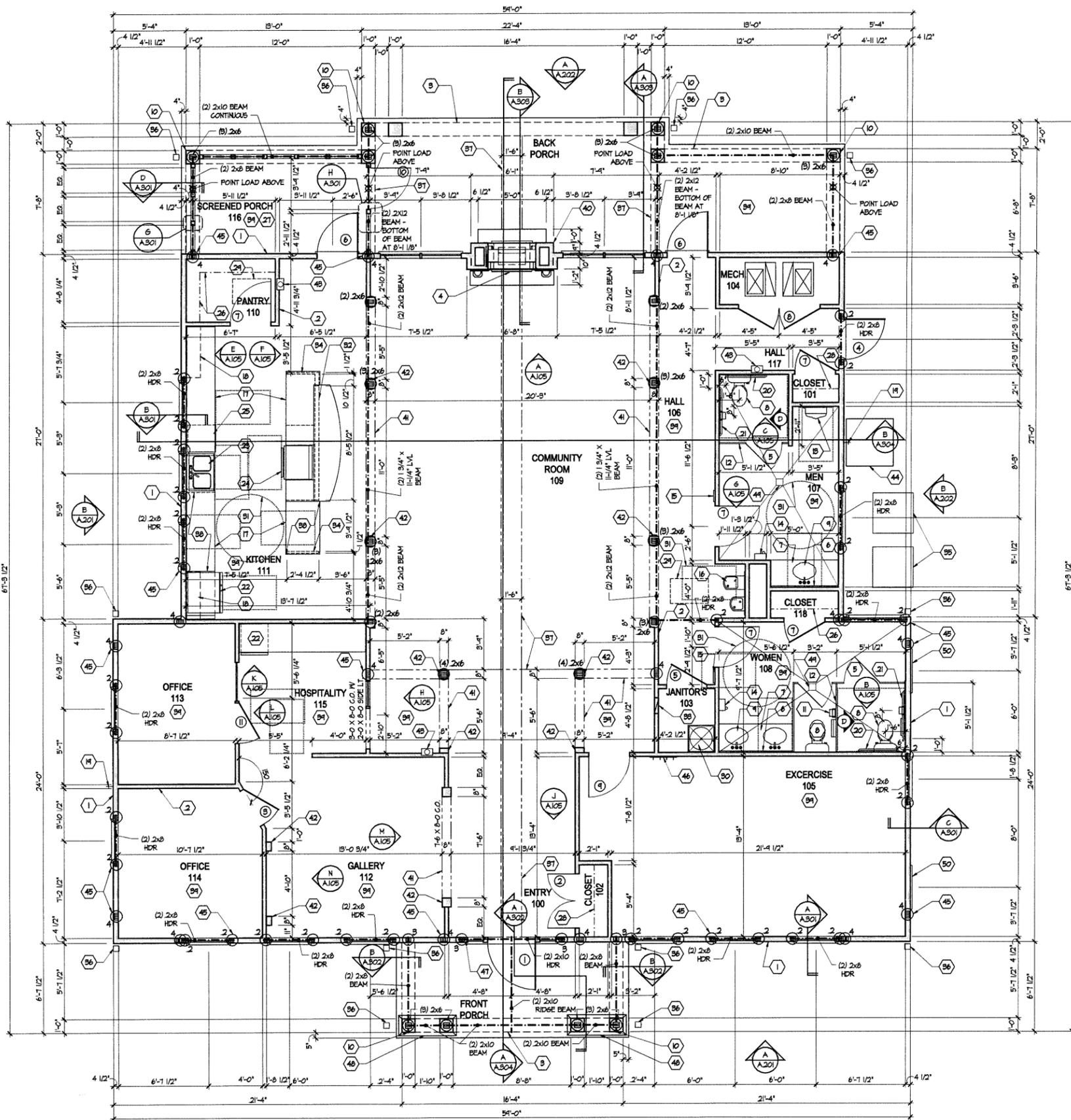
| Prototype Disk No. | Interim Page Revision | Date |
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| | | 8/4/17 |

Architect Project Number

| Community Dates & Revisions | |
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| Date Originated | |
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| Construction | |
| Revisions | |
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Drawing Title
Exterior Elevations

Architectural Style
 European Country
 Sheet Number
A.202
 Clubhouse 'Medium'



First Floor Plan

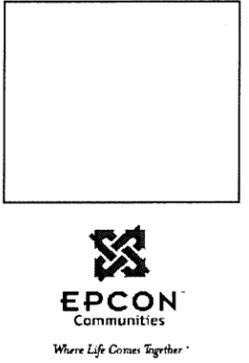
Scale: 1/4" = 1'-0"

FIRST FLOOR PLAN CODED NOTES
(DRAWING SHEET A.102 ONLY)

1. EXTERIOR STUD MALL - 2 X 4 WOOD STUDS AT 16" O.C. WITH 1/2" DRYWALL ON ALL INTERIOR SURFACES AND 1" ZIP SYSTEM WR-SHEATHING ON EXTERIOR SURFACES. TYPICAL UNLESS NOTED OTHERWISE.
2. INTERIOR STUD MALL - 2 X 4 WOOD STUDS AT 16" O.C. WITH 1/2" DRYWALL ON ALL FINISHED SURFACES - TYPICAL.
3. 12" X 12" BUILT-UP WOOD BEAM - SEE MALL SECTIONS FOR DETAILS AND FIRST FLOOR PLAN FOR STRUCTURAL BEAM SIZES.
4. DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, THLTH II INDOOR/OUTDOOR FIREPLACE OR EQUAL) WITH BILTMORE MANTEL IV HEARTH 2 (INTERIOR SIDE). PROVIDE GAS LINE 4 GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURER'S INSTRUCTIONS.
5. ACCESSIBLE TOILET COMPARTMENT DOORS TO HAVE A MIN. CLEAR OPENING WIDTH OF 32" EXACT DOOR SIZE TO BE DETERMINED BY MANUFACTURER, CLOSER AND GRASPABLE LATCH PER APPLICABLE AND LOCAL CODES AND REQUIREMENTS.
6. FRAMELESS MIRROR LOCATION.
7. VANITY COUNTERTOP 34" (MAX.) AFF.
8. ADA COMPLIANT TOILET & SEAT.
9. ADA COMPLIANT COUNTER LAVATORY AND FAUCET.
10. 12" X 12" BUILT-UP COLUMN - SEE ELEVATIONS AND WALL SECTIONS (E ON SHEET B-A.302) FOR DETAILS.
11. TOILET TISSUE DISPENSER - MOUNT WITH CENTER AT 22" AFF.
12. TOILET PARTITION - PROVIDE 2 X 6 BLOCKING IN WALL FOR MOUNTING AS NEEDED.
13. URINAL - SET RIM AT 17" AFF.
14. ADA COMPLIANT ELECTRIC HAND DRYER WITH AUTOMATIC SENSOR OPERATION TO BE WALL MOUNTED AT 54" MAX. AFF. TO BOTTOM OF SENSOR LENS.
15. ADA COMPLIANT SIGNAGE AS SHOWN IN DETAIL ON SHEET A.104. SIGNAGE IS TO COMPLY WITH ALL NATIONAL AND LOCAL CODES. MOUNT AT 60" AFF. TO CENTER OF SIGN.
16. ADA COMPLIANT DRINKING FOUNTAIN.
17. BASE CABINETS AND COUNTERTOP AT 36" AFF. OR 34" AFF. - SEE INTERIOR ELEVATIONS. FINISH ALL EXPOSED EDGES.
18. LINE OF WALL CABINETS ABOVE.
19. HOSE BIB LOCATION.
20. 36" LONG GRAB BAR - MOUNT HORIZONTALLY WITH CENTER AT 34" AFF.
21. 42" LONG GRAB BAR - MOUNT HORIZONTALLY WITH CENTER AT 34" AFF.
22. REFRIGERATOR LOCATION.
23. DOUBLE BOWL SINK AND FAUCET WITH 30" MIN. WIDE WHEEL CHAIR SPACE BELOW.
24. UNDER COUNTER BUILT-IN OVEN LOCATION.
25. DISHWASHER LOCATION.
26. (4) 16" DEEP WIRE SHELVES (24", 42", 55", 66" AFF.) - STANDARD SPACING.
27. SEE SHEET A.301 FOR SCREENED PORCH DETAILS.
28. SINGLE CLOSET ROD & SHELF (61 1/2" AFF.) - VINYL COATED WIRE WITH STANDARD SPACING.
29. ATTIC ACCESS IN CEILING ABOVE 22' X 30' MINIMUM PROVIDE MIN. 30" CLEAR HEADROOM AT OPENING. PANEL SHALL BE WEATHER-STRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES. IF IN THE CEILING, A Baffle IS REQUIRED TO CONTAIN LOOSE-FILL INSULATION.
30. WATER HEATER LOCATION WITH FAN ON SHELF ABOVE MOP SINK. SEE PLUMBING SHEETS FOR MORE INFORMATION.
31. DOTTED LINE INDICATES AREA OF REQUIRED CLEARANCE FOR A.D.A. COMPLIANCE.
32. 1/2" HALL TO UNDERSIDE OF BAR COUNTERTOP.
33. RECESSED ELECTRIC PANEL LOCATION.
34. 2 X 4 WOOD STUDS AT 16" O.C. LAID FLAT WITH 1/2" DRYWALL ON ALL FINISHED SURFACES.
35. HVAC CONDENSER UNIT LOCATION - CONTRACTOR TO COORDINATE PADS (AND LOCATION) WITH HVAC CONTRACTOR - LOCATE UNITS PER APPLICABLE CODES AND MANUFACTURER'S INSTRUCTIONS.
36. INDICATES DOWNSPOUT LOCATION.
37. INDICATES LINE OF BREAK IN CEILING PLANE ABOVE.
38. ADA COMPLIANT COUNTERTOP AT 34" AFF. WITH 30" MIN. WIDE WHEEL CHAIR SPACE BELOW - SEE INTERIOR ELEVATIONS.
39. FLAT DRYWALL CEILING @ 9'-0" AFF.
40. NO R-SHEATHING AROUND EXTERIOR CHIMNEY - SEE FIREPLACE WALL SECTION.
41. BUILT-UP BEAM BOTTOM OF BEAM (TOP OF COLUMN) AT 8'-0" AFF. SEE DETAIL E ON SHEET A.104.
42. INTERIOR COLUMN/PLASTER - SEE SHEET A.104.
43. SEMI-RECESSED MULTI-PURPOSE DRY CHEMICAL FIRE EXTINGUISHER AND CABINET - 2-A-10-B-C RATINGS MINIMUM. FIRE EXTINGUISHER TO BE ADA COMPLIANT - MOUNT TO ACHIEVE MAX. 48" AFF. TO HANDLE, AND MAX. 4" PROTRUSION FROM WALL. EXACT LOCATION TO BE DETERMINED BY LOCAL AUTHORITY.
44. 42" X 42" SLAB - SLOPE AWAY FROM BUILDING.
45. INDICATES MULTIPLE FULL-HEIGHT STUD COLUMN IN WALL - TYPICAL AT BEARING OF ALL WOOD BEAMS, GIRDER TRUSSES UNLESS NOTED OTHERWISE. SEE PLAN FOR NUMBER OF STUDS REQUIRED.
46. PROVIDE BLOCKING AT 54" AFF. FOR COAT HOOKS.
47. PROVIDE (2) JACKS UNDER ALL HEADERS IN OPENINGS OVER 48" WIDE - TYPICAL.
48. CULTURED STONE BASE WALL ON CONCRETE BLOCK WITH BRICK CAP. SEE ELEVATIONS AND WALL SECTIONS FOR DETAILS.
49. FLOOR DRAIN LOCATION - SLOPE FLOOR NO LESS THAN 1/4" PER FOOT TOWARDS DRAIN.
50. FAUX SHUTTER LOCATION - SEE EXTERIOR ELEVATIONS.

GENERAL NOTES

1. EXTERIOR WALL DIMENSIONS INCLUDE THICKNESS OF SHEATHING.
2. REFER TO SITE LAYOUT PLAN & POOL PLANS FOR POOL LOCATIONS IF APPLICABLE.
3. REFER TO SITE LAYOUT PLAN FOR BUILDING LOCATIONS AND ORIENTATIONS.
4. DOORS NOT OTHERWISE DIMENSIONED SHALL BE LOCATED WITH ROUGH OPENING MIN. 4" FROM INTERSECTING WALLS.
5. REFER TO SITE PLAN FOR SIDEWALK/PORCH SPOT ELEVATIONS & LAYOUT.
6. DOORS AND WINDOWS OPENING DIRECTLY TO THE POOL AREA MUST BE SELF-LATCHING, SELF-CLOSING AND LOCKABLE WITH ACTUATING DEVICE A MIN. 38" AFF.
7. ALL APPLIANCES SHALL BE POSITIONED SO THAT THEY PROVIDE REQUIRED CODE CLEARANCES FOR MAINTENANCE.



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| Prototype Disk No. | Interim Revision | Page | Revision Date |
|--------------------|------------------|------|---------------|
| | | | 9/7/17 |

Architect Project Number

| Community Dates & Revisions | |
|-----------------------------|---|
| Date Originated | ▲ |
| Bid | ▲ |
| Permit | ▲ |
| Construction | ▲ |
| Revisions | ▲ |
| | ▲ |
| | ▲ |

Drawing Title
First Floor Plan

Architectural Style
European Country
Sheet Number
A.102
Clubhouse 'Medium'



Six Foot
View Top
Vinyl Fence



Four Foot
View Top
Vinyl Fence





**Six Foot View
Top Vinyl
Fence w/
Black Metal
Gate**



**Four Foot
View Top
Vinyl Fence w/
Black Metal
Gate**



**Four Foot
Picket
Fence**

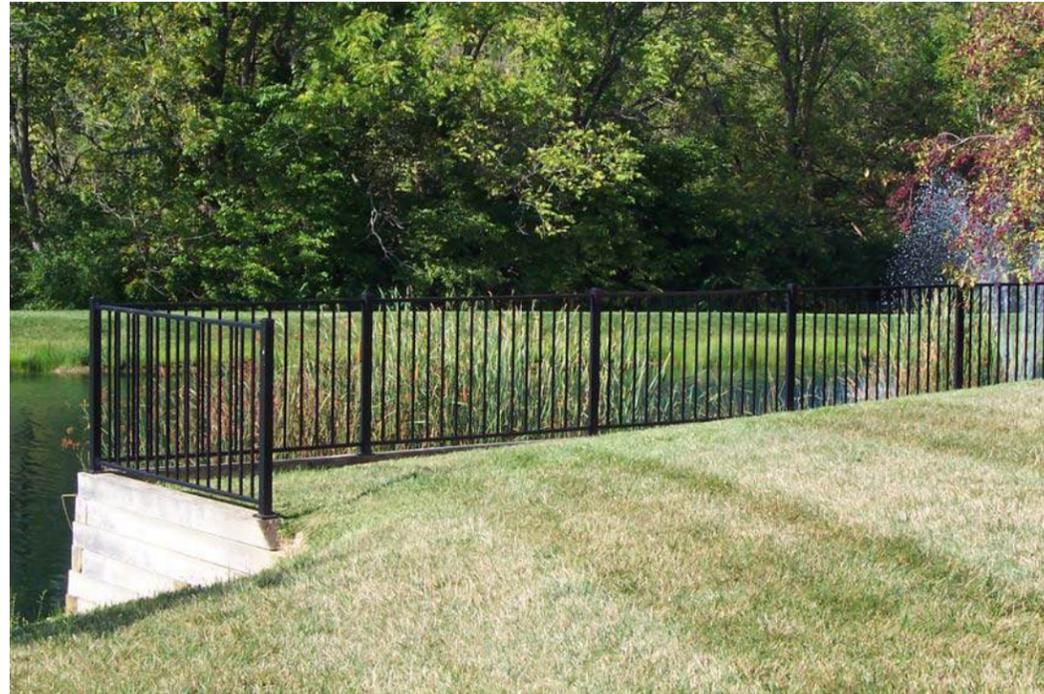


FENCING





Four Foot
Black Metal
Fence



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DRAFT

INFORMATION ONLY

**DECLARATION AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
THE COURTYARDS ON CONCORD ROAD CONDOMINIUM**

CERTIFICATE OF AUDITOR

_____ 2023

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

Delaware County Auditor

EXHIBIT G-1

This instrument prepared by Calvin T. Johnson, Jr., attorney at law,
Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215.

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DECLARATION

This is the Declaration of The Courtyards on Concord Road Condominium made on or as of the _____ day of _____ 2023, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. EPCON _____, LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described as being submitted by this Declaration to the provisions of the Condominium Act and the improvements thereon and appurtenances thereto.

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

Definitions

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

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

2. "Articles" and "Articles of Incorporation" mean the articles of incorporation, filed with the Secretary of State of Ohio, incorporating The Courtyards on Concord Road Condominium Association, Inc. as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act), as the same may be amended from time to time.

3. "Assessments" means all charges, of whatever nature, levied by the Association against a Unit and its Unit Owners, and includes, without limitation:

(a) "Operating Assessments";

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

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

4. "Association" and "The Courtyards on Concord Road Condominium Association, Inc." mean the nonprofit corporation created by the filing of the Articles of Incorporation and is also one and the same as the association created for the Condominium under and pursuant to the provisions of the Condominium Act.

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of directors of the association established for the Condominium under and pursuant to the provisions of the Condominium Act.

6. "Bylaws" means the bylaws of the Association, as the same may be 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 of the Revised Code of Ohio. A true copy of the Bylaws is attached to this Declaration and made a part of this Declaration by this reference.

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

8. "Condominium" and "The Courtyards on Concord Road Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

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

11. "Condominium Organizational Documents" means the Articles of Incorporation, the Bylaws, the Drawings, this Declaration, and amendments thereto.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures, and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, and such other land and buildings, structures and improvements constructed thereon and/or easements, rights and appurtenances belonging thereto that are submitted to the provisions of the Condominium Act and made part of this Condominium from time to time.

13. "Declarant" means Epcon _____, LLC, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant, or any successor Declarant, as successors and assigns of such rights.

14. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act, as the same may be lawfully amended from time to time.

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

16. "Drawings" means the drawings for the Condominium and are the Drawings required pursuant to the provisions of the Condominium Act, as the same may be amended from time to time. A set thereof has accompanied the filing of this Declaration for record and has been filed separately from this Declaration by the appropriate public officials.

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

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

19. "Mortgagee" and "Mortgagees" mean the holder or holders of a valid mortgage or mortgages on a Unit or Units.

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

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

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

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

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in Concord Township, Delaware County, Ohio, and consisting of ____ acres, more or less, is attached to this Declaration and marked "Exhibit A" and made part of this Declaration by this reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Courtyards on Concord Road Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or on the Common Elements or Limited Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in the enclosed portion of a Unit, provided that (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges and Special Individual Unit Assessments against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, or prohibited by any federal, state, or local law, regulation, or ordinance, is specifically prohibited.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during construction of improvements on the Condominium Property, or as specifically permitted hereby, no building, fence, wall, sign, or other structure or improvement shall be commenced, erected, or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made that is visible to the exterior, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same 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. Except as otherwise specifically provided herein, nothing visible to the exterior shall be permitted to be hung, placed, displayed, or maintained on the exterior of a Unit or in or on the Limited Common Elements or be otherwise visible from the outside of a Unit 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 this Declaration or an existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained in the Declaration to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

(c) Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees, and licensees in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units. Unless expressly provided otherwise in the Condominium Organizational Documents, no Common Element (other than Limited Common Elements) shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners and Occupants. The Common Elements (including the Limited Common Elements) shall be subject to the provisions of the Condominium

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

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

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

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

(g) Limited Common Element Uses. Subject to the provisions of the Condominium Organizational Documents and the rules and regulations of the Association, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration or the Drawings, and shall be used only for the purposes intended and subject to the other provisions of the Condominium Organizational Documents and such rules and regulations as may from time to time be duly promulgated by the Board.

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

(i) Reallocations. Except as otherwise provided by the Declaration or Ohio law, boundaries between Units and/or between Units and appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited Common Elements reallocated, without the express prior written consent of the Board, which it may grant or refuse in its sole and unfettered discretion.

(j) Renting and Leasing. No Unit or part thereof shall be rented or used for hotel purposes or transient purposes, which is defined as (i) rental under which Occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No Unit may be rented for any period of less than thirty (30) days, and the lease shall not have an initial term of less than six months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Condominium Organizational Documents and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Except as otherwise specifically provided herein, there are no limitations on the number of Units that may be rented or leased or the number of Units that may be owned by any Unit Owner.

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

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

(m) Signs; Commercial Devices. No sign, insignia, display, device, or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the Condominium Property or on anything on the Condominium Property, except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine (9) square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements, Limited Common Elements and model Units, signs advertising the sale and/or rental of Units by Declarant during the period of Declarant's sale and rental of Units shall be permitted, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after the Condominium has been expanded to its fullest extent and Declarant has sold and conveyed all Units in the Condominium.

(n) Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Elements or Limited Common Elements, which may impair the structural integrity of any Unit (whether that Unit or another Unit), Common Element, or Limited Common Element.

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

(p) Vehicles. Excepting Declarant's construction and sales activities, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-fourths of a ton, trailers (either with or without wheels), campers, camper trailers, boats, and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles that are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Elements. Any vehicles parked in violation hereof or parking rules promulgated by the Board may be towed. The driveway parking spaces may not be used unless the attached garage parking space is already being used for vehicle parking. The use of the attached garage for storage of anything that interferes with the storage of vehicles is prohibited.

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

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are ___ freestanding residential buildings, each together with various improvements constituting a single Unit, making a total of ___ Units, initially a part of the Condominium. The residential buildings added hereby are of traditional architectural style, ranch type (although some Units have an optional bonus suite on a partial second floor), with an attached two-car garage, a private exterior entrance, a courtyard patio area with a concrete or paver patio and an exterior parking area immediately in front of the Unit's attached garage. Some Units have a covered, screened, or enclosed porch or deck as part of the Unit. Units initially a part of the Condominium do not have basements. Each of the buildings added hereby is of wood frame construction on a poured concrete foundation, with an exterior of some combination of wood siding, composite wood product siding, brick and/or cultured stone, aluminum fascia, and an asphalt shingle roof. The principal materials of which the buildings are constructed are some or all of: wood, wood product, glass, concrete, cultured stone, brick, vinyl soffit, aluminum fascia, asphalt shingle, composite wood product siding, and drywall. The residential buildings initially a part of the Condominium are located as shown on the Drawings.

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

ARTICLE V

UNITS

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

Declaration by this reference. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C" and made part of this Declaration by this reference.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate, and includes any and all parts and components of the building, interior and exterior, and specifically includes, without limiting the generality of the foregoing:

(i) the structure of the Unit, both interior and exterior, including, without limitation, the foundations, framing, flooring, roof, siding, gutters, downspouts, and all exterior and interior walls, partitions, floors, and ceilings, and including the basement, if any, and attic walls, and all parts and components of each;

(ii) all space within the Unit itself, space occupied by exterior and interior walls, partitions, floors, ceilings, roofs, and any other improvements, and the walls, partitions, floors, ceilings, and roofs themselves;

(iii) all surfaces (interior and exterior) of these structures and each interior and exterior part of the structure, including all materials such as, but not limited to, paint, lacquer, varnish, wall covering, tile, stucco, cultured stone, cultured brick, cementitious materials, shingles, carpet, tile, shingles, drywall, paneling and other finishing material applied to floors, ceilings, interior and perimeter walls and roofs, and also all portions of the floors, ceilings, walls and roofs themselves, the drywall, paneling and other finishing wall material, and also all portions of the walls, floors, ceilings and roofs themselves;

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

(v) porches, stoops, decks, balconies, screened porches, enclosed porches, and covered porches, if any, including any portion of the concrete or paver patio pads which are attached to and part of the exterior of the structure and are covered by the porch or patio roof and shown on the Drawings;

(vi) all fixtures and appliances installed for the exclusive use of the Unit, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposals, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of the Unit), yard lights (even though located outside the bounds of the Unit), fire pits and water features (even though located outside the bounds of a Unit) and components of the foregoing, if any;

(vii) all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits, apparatus, and specifically including electric lines, meters, underground wires, and other apparatus, wherever located, which serve only that Unit;

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

(ix) fireplaces, if any, and all components thereof, including the stacks, vents, dampers and chimneys; and

(x) the attic space or storage space above the Unit and the crawl space and/or basement below the Unit, if any;

excluding therefrom, however, all of the following items, whether or not located within the bounds of the Unit if such items serve another Unit: all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit.

(b) Unit Types, Sizes, Locations and Components. All Units are of the same style, a freestanding single-family unit, meeting the basic minimum criteria for Units set forth on the attached "Exhibit D" and made a part of this Declaration by this

reference. The location, dimensions, and composition of each Unit are also shown on the Drawings. Each Unit has direct access over Common Elements leading to and from Concord Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

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

Section 3. Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C and, in each case, is based on each Unit having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

ASSOCIATIONS

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

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

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

Section 4. Board of Directors. The number and composition, and the authority, rights, and responsibilities, of the Board of Directors shall be as provided in the Articles of Incorporation and the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents and, without limiting the generality of the foregoing, shall have those powers and authority set forth in Article IV of the Bylaws.

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

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

ARTICLE VIII

AGENT FOR SERVICE

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

Epcon StatAg, LLC
500 Stonehenge Parkway
Dublin, OH 43017-7572

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Common Elements. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including, but not limited to, the entryway features, the private roadways, sidewalks serving more than one Unit, the general landscaping outside of Limited Common Elements, private utility lines and apparatus serving more than one Unit, if any, and underground drainage pipes, stormwater detention ponds, outlet pipes, orifice plates, and related stormwater improvements and components. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of these improvements.

Section 2. Limited Common Elements. Except as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property, the Association shall have no obligation to maintain, repair, or replace, or bear the cost of maintaining, repairing, or replacing Limited Common Elements or components thereof. Each Unit Owner shall, at that Unit Owner's expense, be responsible for the maintenance, repair, and replacement of all improvements a part of the Unit Owner's appurtenant Limited Common Elements, including, but not limited to, the maintenance, repair, and replacement of a Unit's driveway; service walk; any courtyard patio area that is enclosed or partially enclosed by fencing, if any, including, but not limited to, the courtyard fencing itself and any patio and/or concrete or paver pad within the enclosed courtyard area that is not part of the Unit; for the watering of lawns and landscaping that are part of the Limited Common Elements; for mowing, mulching, and landscaping the Limited Common Elements within the courtyard area; and for any snow removal for the Limited Common Elements. The foregoing notwithstanding, the Association may, as part of a plan of general maintenance for the Condominium, provide snow removal services to portions of the Limited Common Elements.

Section 3. Units. Because of the unique character of the Condominium, the risk of loss as a result of damage or because of wear and tear to all components of a Unit shall be borne by the Unit Owners of each Unit, and, accordingly, the cost of maintaining, repairing, and replacing of all portions of a Unit as defined in this Declaration or otherwise, including but not limited to the structural components of the Unit and all interior and exterior portions of the Unit, and the items identified and defined in Article V as being part of the Unit shall be borne by the Unit Owner or Unit Owners of the Unit, except to the extent that repairs and maintenance of utility lines and apparatus are to be made by a utility provider pursuant to a service agreement entered into by the Association on behalf of all Unit Owners, and provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Section 4. Other. Except as otherwise provided herein, responsibility for the maintenance, repair, and replacement of the Unit and its appurtenant Limited Common Elements and any improvements located thereon made by the Unit Owner, if any, shall be that of the Unit Owner or Unit Owners of that Unit and the cost thereof shall be that of the Unit Owner or Unit Owners. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any of the Common Elements, Limited Common Elements or another Unit is caused by the negligent or intentional act of a Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and to the extent the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary or has been so caused shall be made by the Board in its sole and unfettered discretion.

ARTICLE X

UTILITY SERVICES

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

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance.

(a) Unit. A Unit consists of all or a portion of a building and the dwelling a part thereof and all components thereof, including the structure itself as defined in Article V of this Declaration (except utility lines, if any, serving any other Unit or Units), and the risk of loss thereof is that of the Unit Owner or Unit Owners. Accordingly, the Association shall have no obligation to maintain insurance on the Unit or on improvements a part of appurtenant Limited Common Elements against loss or damage by fire, lightning, or such other perils as are ordinarily insured against by standard extended coverage endorsements. The Unit Owner or Unit Owners of each Unit SHALL obtain such insurance with respect to their Unit and improvements a part of the Unit's appurtenant Limited Common Elements, and the Association SHALL be named as an additional insured, as an additional interested party, or the substantial equivalent. The Unit Owner or Unit Owners of each Unit shall provide evidence of such coverage to the Board, upon request. The fire and extended coverage insurance obtained and maintained by the Unit Owner or Unit Owners of each Unit shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the structures, fixtures, and equipment constituting part of that Unit, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), and shall:

- (i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) 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, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;
- (ii) 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;
- (iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insureds 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;
- (iv) have a deductible amount no greater than five percent of the policy face amount; and
- (v) meet such other requirements as may be required by national institutional first mortgage holders, insurers, and guarantors.

If any Unit Owner fails to maintain such insurance, the Association may obtain the same and assess the cost of such insurance to that Unit Owner and that Unit Owner's Unit as a Special Individual Unit Assessment. Notwithstanding the foregoing, some or all of the Unit Owners, if they desire to do so and the same is available, may join together and obtain such insurance, and share the costs thereof in proportion to the relative insurable values of their respective Units and improvements a part of their appurtenant Limited Common Elements.

(b) Common Elements. The Board shall have the authority to and shall obtain such 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 (but not Limited Common Elements), or common property of the Association, to the extent the Association can obtain such blanket coverage, in amounts 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:

- (i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) 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, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;
- (ii) 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;
- (iii) be written in the name of the Association;
- (iv) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (a) 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 (b) must be endorsed to provide that any loss shall be paid to the Association;
- (v) have a deductible amount no greater than five percent of the policy face amount;
- (vi) be paid for by the Association as a common expense;
- (vii) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners; and
- (viii) 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.

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

Section 3. Fidelity Coverage. The Board shall obtain or cause to be obtained and thereafter maintain, at the Association's cost and as a common expense, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of Directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then-current amount of three months Assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In

connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage no less than that required of the Association, which bond or policy names the Association as an additional obligee, or obligee.

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

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

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

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

Section 8. Unit Owners' Other Insurance. Any Unit Owner or Occupant may carry such other insurance in addition to that provided by the Association or required to be carried by the Unit Owner with respect to a Unit or appurtenant Limited Common Elements pursuant to the provisions of the Condominium Organizational Documents as that Unit Owner or Occupant may determine, provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements (but not the Limited Common Elements) or any portion thereof shall suffer damage or destruction from any cause or peril insured against by a policy or policies obtained by the Association and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, such repair, restoration

or reconstruction shall be undertaken by the Association and the net insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

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

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

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

Section 1. Substantial Unit Damage or Destruction.

(a) Restoration. Except as otherwise provided in this Declaration, in the event of substantial damage to or destruction of a Unit or the Unit's Limited Common Elements, the Unit Owner or Unit Owners of the Unit shall promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association. The Unit Owner or Unit Owners of the Unit shall at all times continue to be responsible for the payment of Assessments. In any event, within thirty (30) days of such substantial damage to or destruction of a Unit or Limited Common Elements, the Unit Owner shall take such actions as are necessary to restore the Unit and/or Limited Common Elements so as not to be a nuisance, hazard or to detract from the value of the Condominium; provided that if a Unit Owner fails to take such actions within thirty (30) days of such substantial damage to, or destruction of a Unit, the Association may perform the same and the cost thereof shall be assessed as a Special Individual Unit Assessment against the Unit.

(b) Non-Restored Unit. In the event that a Unit is not able to be lawfully restored or replaced to a condition comparable to that which existed prior to the substantial damage or destruction, the Unit Owner or Unit Owners of that Unit shall, at their sole cost and expense, forthwith cause the remnants of the damaged or destroyed Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost thereof shall be a charge upon the Unit Owner or Unit Owners of such Unit and that Unit.

In the event that the restoration and/or replacement of a substantially damaged or destroyed Unit is not permitted by governmental rule, regulation, ordinance, or resolution or by applicable law, the owner or owners of the substantially damaged or destroyed Unit, subject to the provisions of the Declaration and Ohio law, and with the consent of all Mortgagees holding a valid mortgage lien or liens on the substantially damaged or destroyed Unit or Units not to be restored or replaced, shall provide the Board with written notice of the relevant laws, ordinances, regulations or resolutions prohibiting the restoration and/or replacement of the Unit and the Unit Owner's determination not to restore or replace the Unit. Thereafter, the Unit Owner or Unit Owners of the Unit substantially damaged or destroyed and not restored shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association,

and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event, the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements, or any part thereof (but not the Limited Common Elements), the Association shall restore or replace the same, and the cost thereof shall be a common expense, unless Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Common Elements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Common Elements, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear.

Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking of Common Elements under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by the Association, or any other Unit Owner, or the direct loss with respect to the Common Elements, or with regard to the usability thereof, nor diminishes any award for any such loss.

In any condemnation or eminent domain proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of all or any part of a Unit, the Unit Owner or Unit Owners of that Unit shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement.

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

Section 3. Insufficient Proceeds. In the case of awards or proceeds properly allocable to the taking of Common Elements, if the award or proceeds are insufficient to restore or replace the damaged or taken improvements or other Common Elements, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as Special Assessments for Capital Improvements are assessed. Except as hereinafter provided, the balance of

any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. In the case of awards or proceeds properly allocable to the taking of a Unit, or any part thereof, if the award or proceeds are insufficient to restore or replace the damaged or taken Unit, the Unit Owner or Unit Owners of the Unit so taken or damaged shall pay the deficiency, subject to the provisions of Section 4 of this Article.

Section 4. Non-Restored Unit. In the event that a Unit is not able to be restored or replaced to a condition comparable to that which existed prior to such taking, the Unit Owner or Unit Owners of that Unit shall, at their sole cost and expense forthwith cause the remnants of the Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, and the Unit Owner or Unit Owners of that Unit shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Unit Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. In such event, the Unit and Limited Common Elements appurtenant to such Unit shall become Common Elements.

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

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

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

- (a) for the initial sales and expansion period, 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; and
- (c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements,

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

In addition, non-exclusive perpetual and permanent easements are hereby reserved to Declarant, its successors and assigns, and also granted to the future owners and occupants of all or any portion of the property identified as Additional Property herein (irrespective of whether that property is ever made part of the Condominium or continues to be identified or classified as Additional Property), and their respective heirs, successors and assigns, for Declarant's benefit, the benefit of Declarant's successors and assigns, and for the benefit of future owners and occupants of the area into which the Condominium may be expanded as hereinafter described (the "Additional Property"), for pedestrian and vehicular access in, on, over and upon 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 or not or continues to be identified or classified as Additional Property.

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

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

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

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

Section 7. Entry for Repair, Maintenance, and Restoration. The Association shall have a right of entry and access to, over, upon, and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

In addition, each Unit Owner and that Unit Owner's agents, contractors and designees shall have a right of entry and access to, over, upon and through the Limited Common Element courtyard/patio/yard areas appurtenant to another Unit that are contiguous to that Unit Owner's 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 Owners

or Occupants of the adjacent Unit no less than twenty-four (24) hours advance notice prior to entering the adjacent Unit Owner's Limited Common Elements and may only do so at reasonable times and under reasonable circumstances. The Unit Owner of a Unit whose Limited Common Elements are contiguous shall not do anything within the Limited Common Elements that is likely to damage or otherwise harm the exterior surfaces of an adjacent Unit or do anything so as to unreasonably impede the ability of the owner of the adjacent Unit to repair, maintain or replace the exterior of that adjacent owner's Unit. Subject to the foregoing, a Unit Owner requiring access to the Limited Common Elements appurtenant to another Unit shall promptly restore any disturbed areas as nearly as possible to the condition prior to the occurrence of the damage.

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

Section 9. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

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

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

Section 3. Elements-Apportionment: Due Dates.

(a) **Operating Assessments.**

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

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association and specifically including, but not limited to, the Stormwater Improvements;

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

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

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

e. unless waived annually in writing by Unit Owners exercising not less than a majority of the voting power of the Unit Owners, an amount deemed adequate by the Board in its sole and unfettered discretion to establish or augment an existing reserve fund in an amount reasonably adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments; and

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

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

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

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

(v) If Operating Assessments collected in the Association's fiscal year 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, and each Unit Owner by virtue of acceptance of a deed to a Unit consents to the same and grants to the Board an irrevocable power of attorney and proxy to approve and authorize the retention of any excess as reserves or reductions in current or future Assessments.

(b) Special Assessments for Capital Improvements.

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

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

notice to the Unit Owners, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing.

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

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

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

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

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

(c) Assessments of every type (including, but not limited to, Special Individual Assessments), together with interest, late fees, and collection and enforcement costs, including attorneys' fees and paralegal fees, shall be a charge and continuing lien in favor of the Association upon the Unit against which each such Assessment is made.

(d) Payments made by a Unit Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment or installment or portion thereof.

(e) At any time after any Assessment, any portion of any Assessment, or any installment of any Assessment, or any portion of any installment of any Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any portion of the unpaid balance

of that Assessment, including all future installments thereof, interest, late fees, collection costs, enforcement assessments, and expenses, including attorneys' fees, paralegal fees, and collection costs, court costs, and filing fees ("collection costs"), may be filed with the Delaware County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Unit Owner or Unit Owners thereof, and the amount of the unpaid portion of the Assessments and charges, and shall be signed by the president or other designated representative of the Association. The lien shall be a continuing lien and subject to subsequent adjustment for Assessments, costs, and charges incurred after the recording of the lien.

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

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

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

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

(j) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, offsets, 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.

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

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the Assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any

holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of Assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Unit Owner. The foregoing will not relieve any successor Unit Owner from the obligation for Assessments accruing thereafter. Notwithstanding the foregoing, rental payments a receiver collects during the pendency of a foreclosure action shall first be applied to the payment of the portion of common expenses chargeable to the Unit and its owners during the foreclosure action.

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

ARTICLE XVI

EXPANSIONS

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

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

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

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

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

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

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

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

number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

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

Section 11. Improvements Other than Structures Containing Units. If all or a portion of the Additional Property is added to the Condominium Property, private drives, parking areas, sidewalks, landscaped areas, stormwater drainage facilities, _____, and other non-structural improvements similar to those then on the Condominium Property may be constructed on that Additional Property, and no other non-structural improvements. There is no requirement that such improvements must be made, and there are no restrictions or limitations on the improvements that may be made.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall meet the basic minimum criteria set forth on Exhibit D.

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

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

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act. The approval of Unit Owners, the Association, the Board, or any Mortgagee or Eligible Mortgagee shall not be required for any amendment expanding the Condominium to include all or any part of the Additional Property pursuant to the provisions of this Article XVI and the Condominium Act.

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

- (a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions of this Declaration and the other Condominium Organizational Documents, 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 the initial sales

and rental period of Units, 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 all Units in the Condominium, including those added by any expansion, having an equal undivided interest;

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

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

ARTICLE XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS; FIRST MORTGAGEE RIGHTS CONFIRMED

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) any of the provisions governing voting rights; (ii) any of the provisions governing increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), the basis of Assessments, Assessment liens, or priority of such liens; (iii) any of the provisions governing reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) any of the provisions governing responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements) except in the case of expansion of the Condominium, or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) any of the provisions governing the method of expansion or the method of contraction of the Condominium or the method of addition, annexation or withdrawal of property to or from the Condominium; (ix) any of the provisions governing hazard, fidelity or other insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Unit Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; (xv) any provisions expressly benefiting mortgage holders, insurers, or guarantors; (xvi) any provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Units; (xvii) any provisions governing the rights of any specific class of members; (xviii) any provisions governing dissolution of the Association except pursuant to consolidation or merger; (xviii) any provision governing the conveyance of any or all Common Elements; or (xix) any other amendment to the Condominium Organizational Documents. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, for

clarification only, for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters; or for purposes of expanding the Condominium pursuant to the other provisions contained herein;

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

(c) (i) any condemnation, eminent domain proceeding or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (iv) any proposed amendment or change for which a required percentage of Eligible Mortgagees must consent pursuant to the provisions of this Declaration; (v) any proposed termination of the Condominium as a condominium regime (which notice must be given at least thirty (30) days before any action is taken); (vi) any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents; (vii) any decision by the Association to renew or rehabilitate the Condominium Property; (viii) times and places of Unit Owners' meetings; and (ix) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such Eligible Mortgagee. A holder, insurer, or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures, or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

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

Section 3. Notices to Mortgagees. Each Mortgagee and any guarantor of a mortgage on a Unit shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees (without limiting the generality of the following, no addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material or adverse if it is for the purpose of correcting technical errors, for clarification only, for purposes of expanding the Condominium as provided for in the Condominium Organizational Documents or for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters);

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed to the Association by a Unit Owner of a Unit on which it holds a mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Mortgagees, as provided in this Declaration; and

(e) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

Section 4. First Mortgagee Rights Confirmed. No provision of the Condominium Organizational Documents gives a Unit Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XVIII

AMENDMENTS

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

(a) except as otherwise provided in the Condominium Organizational Documents in the case of the expansion of the Condominium, the written consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, in addition to the consent of Eligible Mortgagees to which at least seventy-five percent (75%) of the voting power of Units subject to mortgages held by Eligible Mortgagees appertain, shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit or the convertibility of Units into Common Elements or vice versa;
- (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
- (iii) the construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements;
- (iv) the number of votes in the Association appertaining to any Unit;
- (v) the fundamental purposes to which any Unit or the Common Elements are restricted; or
- (vi) the provisions and requirements of this Article XVIII;

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

(b) except as otherwise provided herein, the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Unit Owners other than Declarant who hold a majority of the voting power of Units owned by Unit Owners other than Declarant, and the consent of Mortgagees on Units whose owners are entitled to exercise seventy-five percent (75%) or more of the voting power of the owners of Units subject to mortgages held by Mortgagees shall be required to terminate the Condominium;

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

- (i) to Declarant, for so long as Declarant owns any Unit or has the right to expand the Condominium, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, Mortgagee,

insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except amendments expanding or aiding in the expansion of the Condominium as provided for in the Condominium Organizational Documents) must be approved by the Secretary of the Department of Veterans Affairs; and

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

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

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

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

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

but for no other purpose; and

(d) in addition to the consent of Unit Owners set forth above, any addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees must also be agreed to by 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; provided that the expansion of the Condominium as provided in the Condominium Organizational Documents shall not be considered to be material adverse to Mortgagees and provided further that any amendment provided for under sub-item (c) above shall not be considered to be material adverse to Mortgagees.

An Eligible Mortgagee or Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

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

Section 3. Approval of Veteran's Administration During Declarant Control of Association. If the Condominium has been approved by the Department of Veteran's Affairs, any amendment (other than amendments expanding or aiding in the expansion of the Condominium as provided for in this Declaration) during the period that Declarant is in control of the Association must be approved by the Secretary of the Department of Veterans Affairs.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, powers of attorney, liens, and charges created hereunder or hereby shall run with and bind the land and each part thereof and shall be binding upon and inure to the benefit of all

parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors, and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association, or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for all costs of enforcement (including, but not limited to, reasonable attorneys' fees and paralegal fees), and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. The Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions of the Condominium Organizational Documents or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Notices. Except as otherwise specifically required by the Condominium Organizational Documents or applicable law, any notices, demands, or other communications from the Association to a Unit Owner shall be given in writing (a) by personal delivery to the Unit Owner, (b) by personal delivery at the Unit, (c) by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Unit Owner as shown by the records of the Association, or as otherwise designated in writing by the Owner, or (d) by electronic mail to any Unit Owner who has voluntarily provided the Association, in writing, with a designated electronic mailing address. Nothing contained within this Declaration or the Bylaws shall require that the Board utilize electronic mail delivery in lieu of another approved delivery method. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the postal or electronic mailing address of any Unit Owner. Any demand, notice, or other communication or action given or taken hereunder or by one of the joint owners of a Unit shall be deemed to be given, taken, or received by all such joint Unit Owners.

Section 4. Severability. If any provision (or any part of any provision) contained in this Declaration shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, this Declaration shall be reformed and construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein (but only to the extent it is invalid, illegal or unenforceable), and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 5. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 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 and in the limited warranty documents agreed to by Declarant and the Unit purchaser in the contract to purchase. 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 deemed 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 hereof apply either to corporations, partnerships, men, or women shall in all cases be assumed as though in such case fully expressed.

Section 8. Captions. The captions of the various provisions of this Declaration are not part of the context hereof but are merely labels to assist in locating the various provisions hereof.

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

EPCON _____, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, CEO

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, CEO of EPCON _____, LLC, an Ohio limited liability company, on behalf of said liability company, this _____ day of _____ 2023.

Notary Public

EXHIBIT C

DECLARATION OF CONDOMINIUM
THE COURTYARDS ON CONCORD ROAD CONDOMINIUM

Unit Information

| <u>Unit Designation</u> | <u>Unit Address</u> | <u>Gross Interior Square Feet⁽¹⁾</u> | <u>Undivided Interest</u> |
|-------------------------|---------------------|---|---|
| _____ | _____ | _____ | 1/____ th |
| _____ | _____ | _____ | 1/____ th |
| _____ | _____ | _____ | 1/____ th |
| _____ | _____ | _____ | 1/____ th |
| | | TOTAL | <u> / ths</u> <u>or 100%</u> |

- (1) Unit with a basement.
- (2) Unit with a bonus suite.

DRAFT

EXHIBIT D

DECLARATION OF CONDOMINIUM THE COURTYARDS ON CONCORD ROAD CONDOMINIUM

Basic Minimum Criteria

- Two or more car garage area
 - Not fewer than 1,600 square feet, including basement, if any, and garage area
 - Exterior primarily of some combination of cementitious fiberboard, stucco, stone, cultured stone, stone veneer, stucco stone, wood lap siding, composite lap siding, cedar shake siding, wood, wood composite, and/or brick veneer and some vinyl, metal and/or aluminum trim
 - Poured concrete or block foundation
 - Wood frame construction
 - Asphalt or fiberglass dimensional shingle roof (metal accents are permitted)
- (1) Gross interior square feet means the approximate gross area constituting the Unit at all levels. It is measured from the undecorated inner surfaces of its boundary walls and includes space occupied by interior partitions, staircases and voids, and space in the garage area. This measurement is not the measurement typically used in the real estate industry for sales and leasing purposes.
- (2) Declarant reserves the right to change the actual layout and square footage of Units based on buyer selections and other factors.

BYLAWS
(Code of Regulations)
OF

THE COURTYARDS ON CONCORD ROAD CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
(Code of Regulations)
OF
THE COURTYARDS ON CONCORD ROAD CONDOMINIUM ASSOCIATION, INC

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

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

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

Section 4. Meeting with Authorized Communications Equipment. Notwithstanding any provision contained in the Condominium Organizational Documents to the contrary, during such a time and only during such a time as any federal, state or local governmental rule, regulation, declaration, or other action, including, but not limited to, the declared Ohio "State of Emergency" and the United States "National Emergency" in effect as of the date of the recording of these Bylaws, prohibits or otherwise makes an in-person meeting of the Unit Owners impossible, unsafe, and/or impractical, the Board in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Unit Owners including, but not limited to, a meeting called for the purpose of electing a director or directors by virtue of Declarant having sold and conveyed Units having a certain of the undivided interests in the Common Elements as discussed in Article IV of these Bylaws, whereby Unit Owners may be permitted and/or exclusively allowed to attend the meeting "in person" by the use of "Authorized Communications Equipment". For the purposes of this Section 4, "Authorized Communications Equipment" shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means from which it can be determined that the transmission was authorized by and accurately reflects the intention of, the Unit Owner or director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Condominium Organizational Documents, the "place" of the meeting described within this Section 4 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the Board's sole and absolute discretion. Any Unit Owner who uses Authorized Communications Equipment under this Section 4 is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications

Equipment. In the event a purpose of a meeting of the Unit Owners is to elect one or more directors to the Association, the Board may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board, to submit a nomination(s) prior to the election. The Board may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5311 of the Revised Code of Ohio. By way of example and not limitation, this may include the ability of the Board to enact procedures for Unit Owners to cast a vote by written ballots, mailed ballots, general or directed proxies, and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of these Bylaws or other Condominium Organizational Documents.

Section 5. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting at least five (5) days before such meeting (a) by personally delivering a copy of such notice, (b) by mailing a copy of such notice, postage prepaid, 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, (c) by delivering a copy of that notice at such address (or to such Unit Owner wherever they may be found), or (d) by electronic mail to any Unit Owner who has voluntarily provided, in writing, a designated electronic mailing address to the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the specific purpose(s) of the meeting. Attendance by a Unit Owner, either in person or by proxy, at a meeting without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 6. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board and presided over by the president of the Association or as otherwise directed by the Board.

Section 7. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless otherwise specified by the Board in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

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

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

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

Section 8. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 9. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the owners of the undivided fee simple interests in that Unit may from time to time determine. If the owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the owner or owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Unit Owners or Occupants of that Unit, a failure to observe any of the terms of the Condominium Organizational Documents, or rules and regulations duly adopted by the Board and then in effect.

Section 10. Voting Power. Except as otherwise provided in the Condominium Organizational Documents or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 11. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram, cablegram, electronic mail, or an electronic, telephonic, or other transmission appearing to have been transmitted by a Unit Owner, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Unit Owner, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit Owner's Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet in person or via proxy or as otherwise permitted in Article III, Section 4 of these Bylaws, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall hold a meeting and the Unit Owners shall meet in person or via proxy or as otherwise permitted in Article III, Section 4 of these Bylaws, and all Unit Owners,, including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. The foregoing notwithstanding, from and after the time that the Association meets and the Unit Owners elect the six Directors, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event, the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (_____) that may be in the Condominium. Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

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

Section 4. Qualification. To qualify for nomination, election, or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any

obligation to the Association by more than thirty (30) days, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties. In addition, other than Board members appointed by the Declarant pursuant to the provisions of the Condominium Organizational Documents, the majority of the Board shall not consist of Unit Owners or representatives from the same Unit unless authorized by a resolution adopted by the Board prior to the Board majority being comprised of Unit Owners or representatives from the same Unit.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners may be made by a nominating committee appointed by the Board or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings.

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

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

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

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

Section 10. Executive Session. The Board may, with approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon matters as determined by the Board in its sole discretion.

Section 11. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 12. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 11, above, shall be sufficient to determine that matter.

Section 13. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 14. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions of the Condominium Organizational Documents, and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

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

- (d) enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (e) regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Elements;
- (f) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- (g) enforce the covenants, conditions, and restrictions set forth in the Declaration;
- (h) cause additional improvements to be made as part of the Common Elements;
- (i) repair, maintain, and improve the Common Elements;
- (j) acquire, encumber, and convey or otherwise transfer personal property;
- (k) grant easements, leases, licenses, and concessions through or over the Common Elements;
- (l) impose and collect fees or other charges for the use, rental, or operation of the Common Elements and for services provided by the Association to Unit Owners;
- (m) establish, enforce, levy, and collect Assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (n) impose interest and late charges for the late payment of Assessments and impose returned check charges, and, pursuant to the provision of the Condominium Organizational Documents and the Condominium Act, 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;
- (o) adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent Assessments;
- (p) impose reasonable charges for preparing, recording, or copying amendments to the Declaration, Bylaws, resale certificates, or statements of unpaid Assessments and for issuing or preparing documents in connection with a Unit Owner's sale, conveyance, or mortgaging of that Unit Owner's Unit;
- (q) 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;
- (r) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants, and their guests thereon, the 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, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;
- (s) suspend the voting rights of a Unit Owner and the use of recreational facilities by a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any Assessment or other charge levied by the Association (such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (t) 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;

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

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

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

(x) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and

(y) do all things and take all actions permitted to be taken by the Association by the Condominium Organizational Documents or Ohio law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or not specifically reserved thereby to others.

Section 15. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners or at any special meeting when requested in writing by Unit Owners representing not less than a majority of the voting power of Unit Owners;

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

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

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

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

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

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

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

(g) subject to applicable law, issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any Assessment has been paid;

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

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

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

Except in the case of Special Individual Unit Assessments for utility charges chargeable to a Unit, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorneys' fees and paralegal fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Owners written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, of the proposed Assessment that includes:

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

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

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

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

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

Section 16. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend

more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records, and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles of Incorporation, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, 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. In addition, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles of Incorporation, effective rules and regulations, and the most recent annual audited financial statement (if such is prepared) subject to reasonable standards established from time to time by the Board.

The foregoing notwithstanding, the Board shall not be required to permit the examination and copying of the Association's books, records, or minutes that (a) date back more than five (5) years from the date of the request to the Association or (b) contain any information pertaining to Condominium property-related matters, contain communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium property-related matters, contain information that pertains to contracts or transactions currently under negotiation, contains information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements, contain information that relates to the enforcement of the Declaration, Bylaws, or rules of the Association against a Unit Owner, or contain information the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America.

ARTICLE VIII

AUDITS

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

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

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

INDEMNIFICATION

Section 1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney 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 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 XI

AMENDMENTS

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

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

EPCON _____, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, CEO
of Epcon _____, LLC



12/18/2023 Approved MAL

Notes

1. Sight distance will need to be provided at the entrance during final engineering

2. The approval of the TAS does not constitute approval of the site plan

MEMORANDUM

To: Mike Love, P.E.
From: Nick Brady, P.E.
Kimley-Horn and Associates, Inc.
Date: 11/13/2023
Subject: Southworth Property Traffic Memo

The following memo summarizes the trip generation and turn lane warrant evaluation for the proposed development of the Southworth Property located on Concord Road in Delaware County, Ohio. Methodology, results, and conclusions are as follows.

Site Characteristics and Trip Generation

The subject site is located north of Glick Road in Delaware County and is proposed to consist of 54 patio homes with a single access on the west side of Concord Road. The roadway has a speed limit of 45 miles per hour in the vicinity of the subject site. A preliminary site plan is attached to this memo for reference.

Kimley-Horn utilized the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition to generate anticipated traffic volumes for the proposed site. Land Use Code (LUC) 210 – Single Family Detached Housing was utilized to generate traffic for the subject site. Table 1 shows the trip generation equations taken from the ITE manual and Table 2 shows the resulting calculated volumes.

Table 1 – ITE Trip Generation Data

Table with 5 columns: ITE Land Use, Unit, Daily, AM Peak Hour, PM Peak Hour. Row 1: Single Family Detached Housing (LUC 210), Per Dwelling Unit, 0.92LN(DU) + 2.68 (50% in/50% out), 0.91LN(DU) + 0.12 (25% in/75% out), 0.94LN(DU) + 0.27 (63% in/37% out)

Table 2 – Site Traffic Projections

Table with 5 columns: ITE Land Use, Units, Daily, AM Peak Hour, PM Peak Hour. Row 1: Single Family Detached Housing (LUC 210), 54, 572, 43 Total (11 Entry, 32 Exit), 56 Total (35 Entry, 21 Exit)

The ITE trip generation graphs are attached to this memo for reference.

EXHIBIT H-1

Traffic Assignment

Kimley-Horn used knowledge of the surrounding area, traffic patterns, and locations of typical origins/destinations associated with a residential development to estimate a trip distribution for the subject site. Based on these factors, it is likely that at least 50% of the site traffic will be traveling to/from the south on Concord Road with the remaining percentage traveling to/from the north on Concord Road.

Based on the trip generation and characteristics of residential sites, the PM Peak hour is anticipated to have the largest entering volume. The site is anticipated to generate 35 entering vehicles in the PM Peak, resulting in an anticipated volume of at least 18 vehicles making the northbound left turn movement in the PM Peak period. The remaining volume would access the site from the north, resulting in an anticipated volume of 17 vehicles or fewer in the PM Peak period.

Turn Lane Warrant Evaluation

The Delaware County Engineer's Office (DECO) Standards Manual, Appendix I, was used to determine analysis criteria for the turn lane warrant evaluation. Appendix I gives criteria for turn lane warrants based on functional classification and anticipated traffic volumes entering the site.

Per the Delaware County Thoroughfare Plan, Concord Road is a Minor Arterial while the Ohio Department of Transportation (ODOT) Transportation Information Mapping System (TIMS) lists Concord Road as a Major Collector in the study area. Based on functional class and with the posted speed limit being 45 miles per hour, the DCEO standards require a left turn lane when more than 10 vehicles are making the left turn movement. Additionally, for right turn lane warrants the DCEO utilizes the ODOT standard turn lane warrant graphs.

Per the above requirements, it is anticipated that the site will generate more than 10 northbound left turning vehicles entering the site during the PM peak hour, which exceeds the threshold for a left turn lane. With the left turn lane warrant being satisfied, Kimley-Horn utilized the procedure in the ODOT *Location and Design Manual, Volume 1 (L&D)* to calculate turn lane length. A turn lane of 175 feet, inclusive of a 50-foot diverging taper, is required as per the L&D calculation procedures.

As noted above, Kimley-Horn anticipates at least 18 vehicles making the northbound left turn movement into the site in the PM Peak hour. Based on the anticipated remaining volume accessing the site from the north, ODOT right turn lane warrants are not anticipated to be met by the development.

Conclusions and Recommendations

Kimley-Horn generated traffic for a proposed 54-unit patio home residential development on Concord Road in Delaware County, Ohio. To conservatively evaluate the need for turn lanes it was assumed at least 50% of the site traffic would access the site from the south due to area characteristics and location of likely origins/destinations.

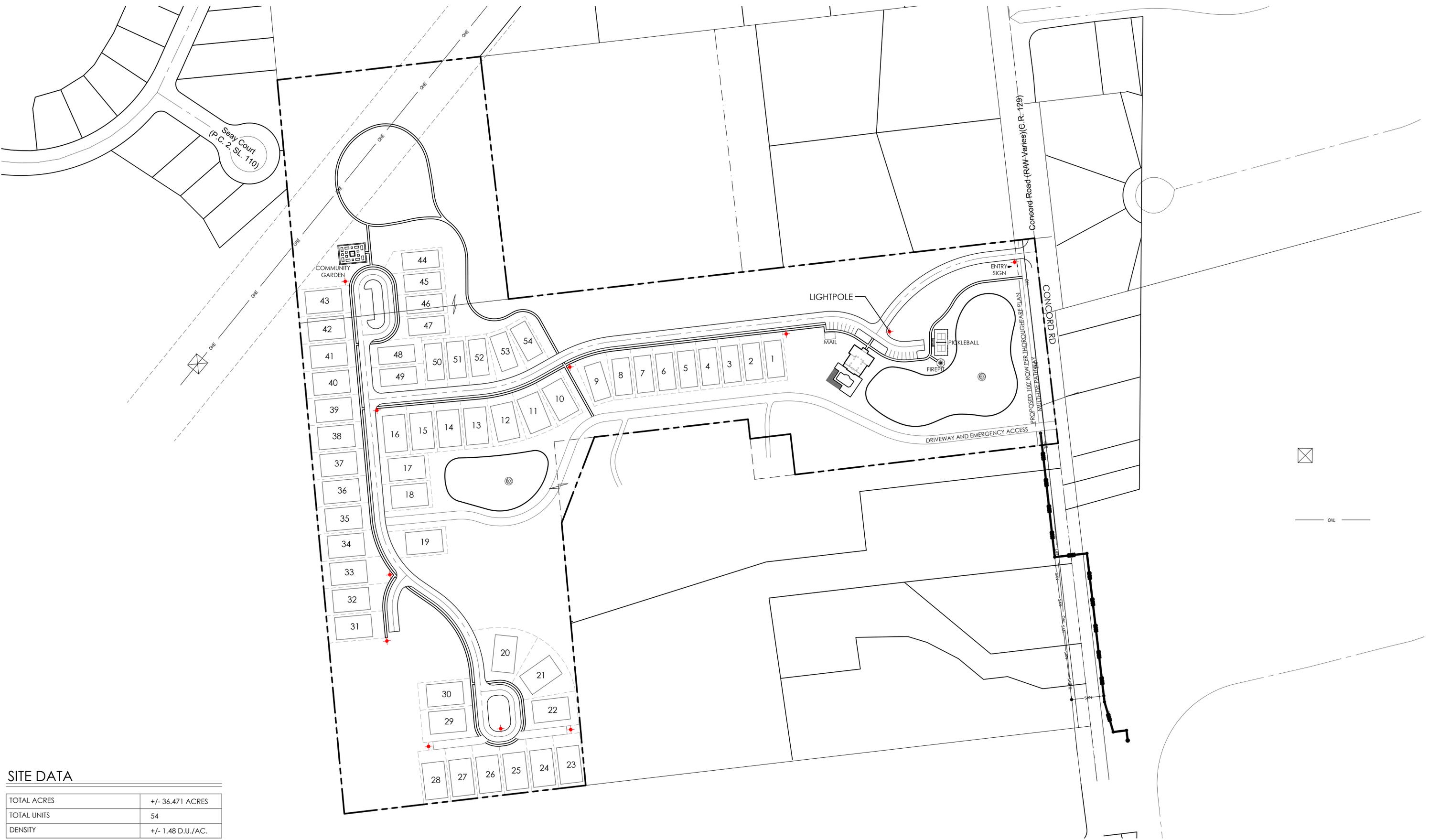
Based on the results of the turn lane warrant evaluation, a northbound left turn lane is warranted and is recommended at the site access. This turn lane should have a length of 175 feet inclusive of a 50-foot diverging taper based on ODOT L&D requirements. The southbound right turn lane warrant is not anticipated to be met at the site access, and no right turn lane is recommended.

If you have questions or need additional information to assist in your review, please feel free to contact me at nick.brady@kimley-horn.com at your convenience.

Sincerely,



Nick Brady, P.E.
Project Engineer



SITE DATA

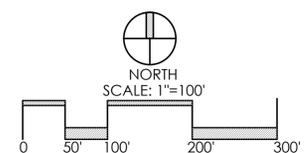
| | |
|-------------|-------------------|
| TOTAL ACRES | +/- 36.471 ACRES |
| TOTAL UNITS | 54 |
| DENSITY | +/- 1.48 D.U./AC. |

SITE PLAN

CONCORD RD

PREPARED FOR EPCON COMMUNITIES

DATE: 11.8.23



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
 4876 Cemetery Hilliard, OH 43026
 p. (614) 487-1964 www.farisplanninganddesign.com

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

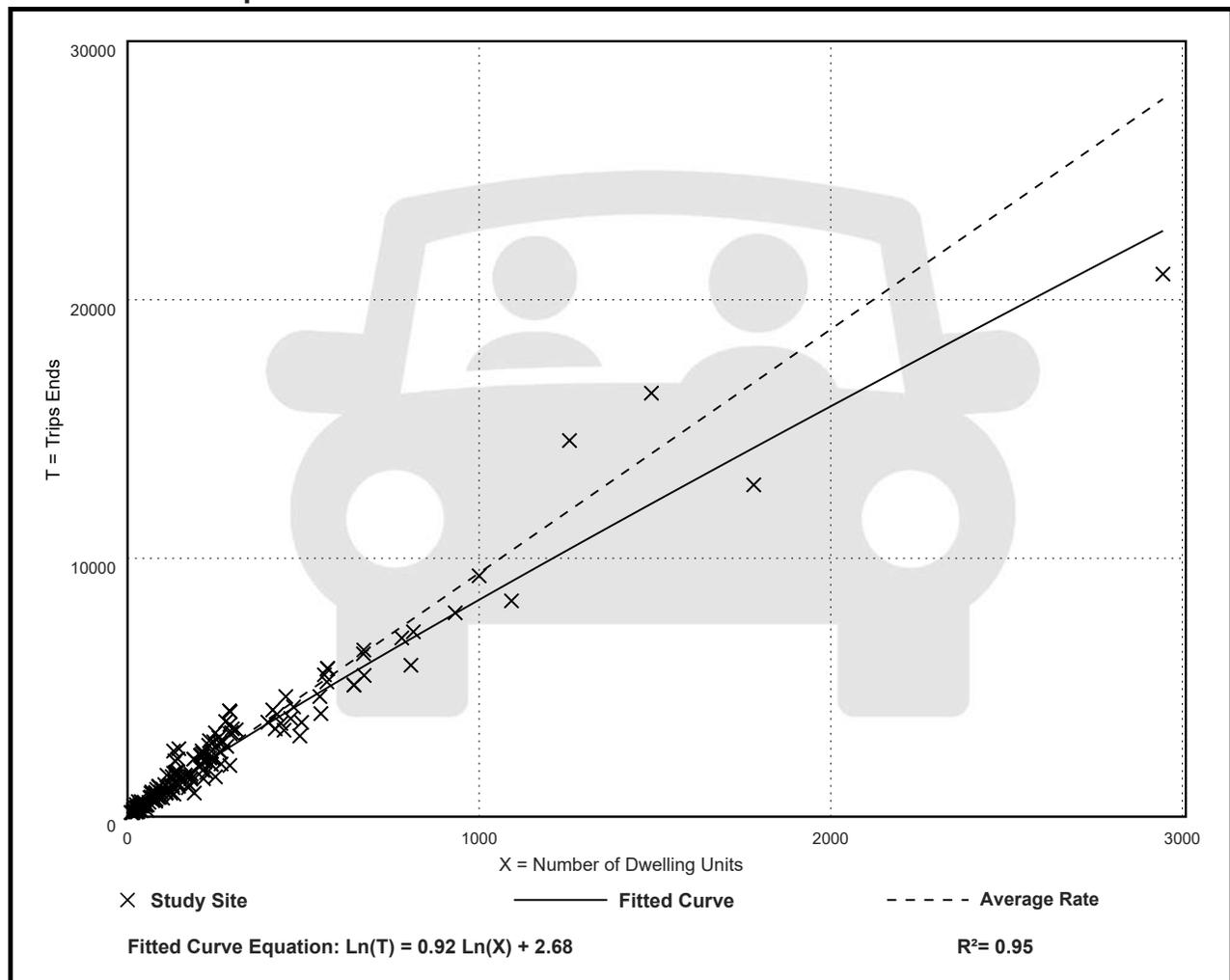
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 9.43 | 4.45 - 22.61 | 2.13 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

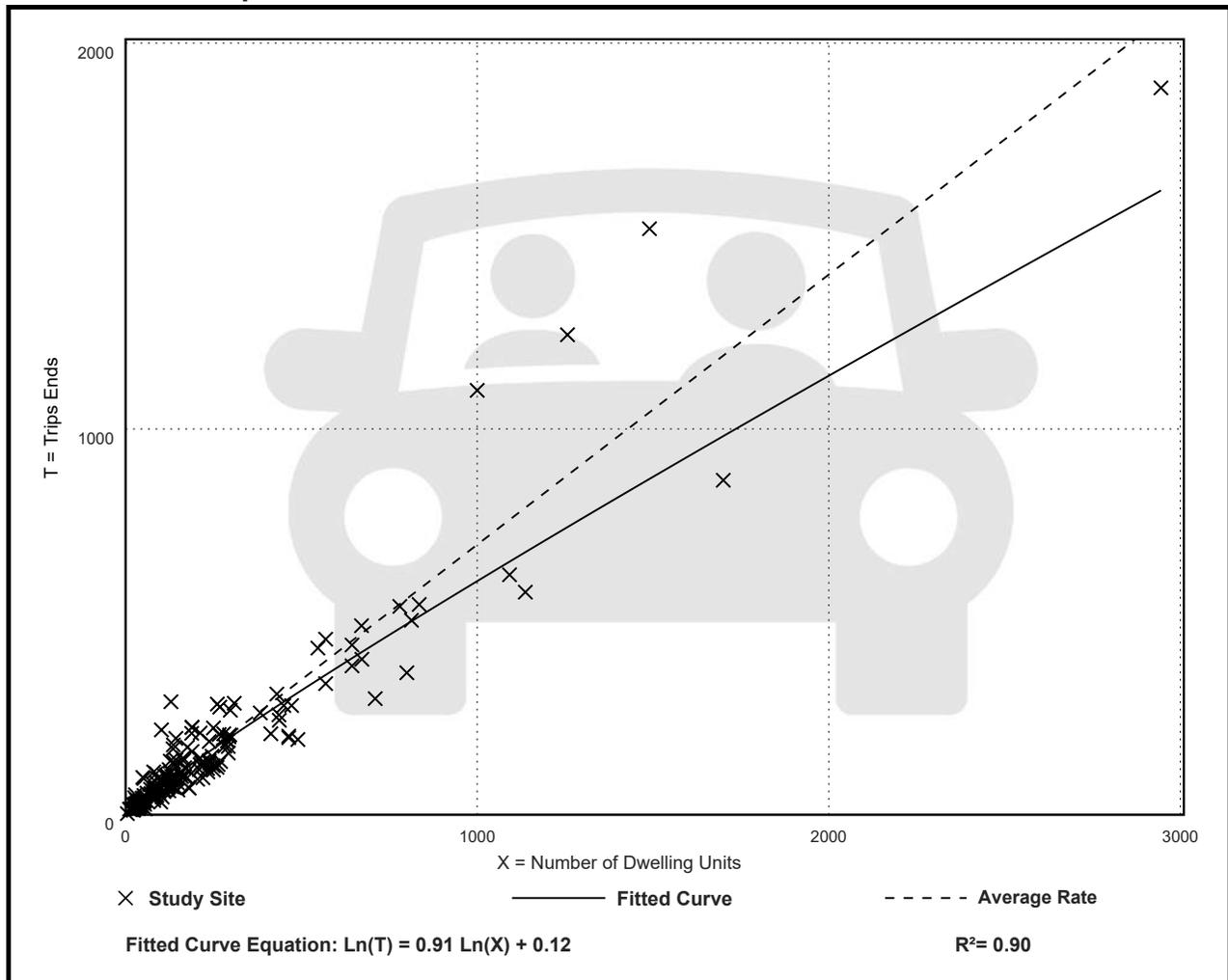
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.70 | 0.27 - 2.27 | 0.24 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

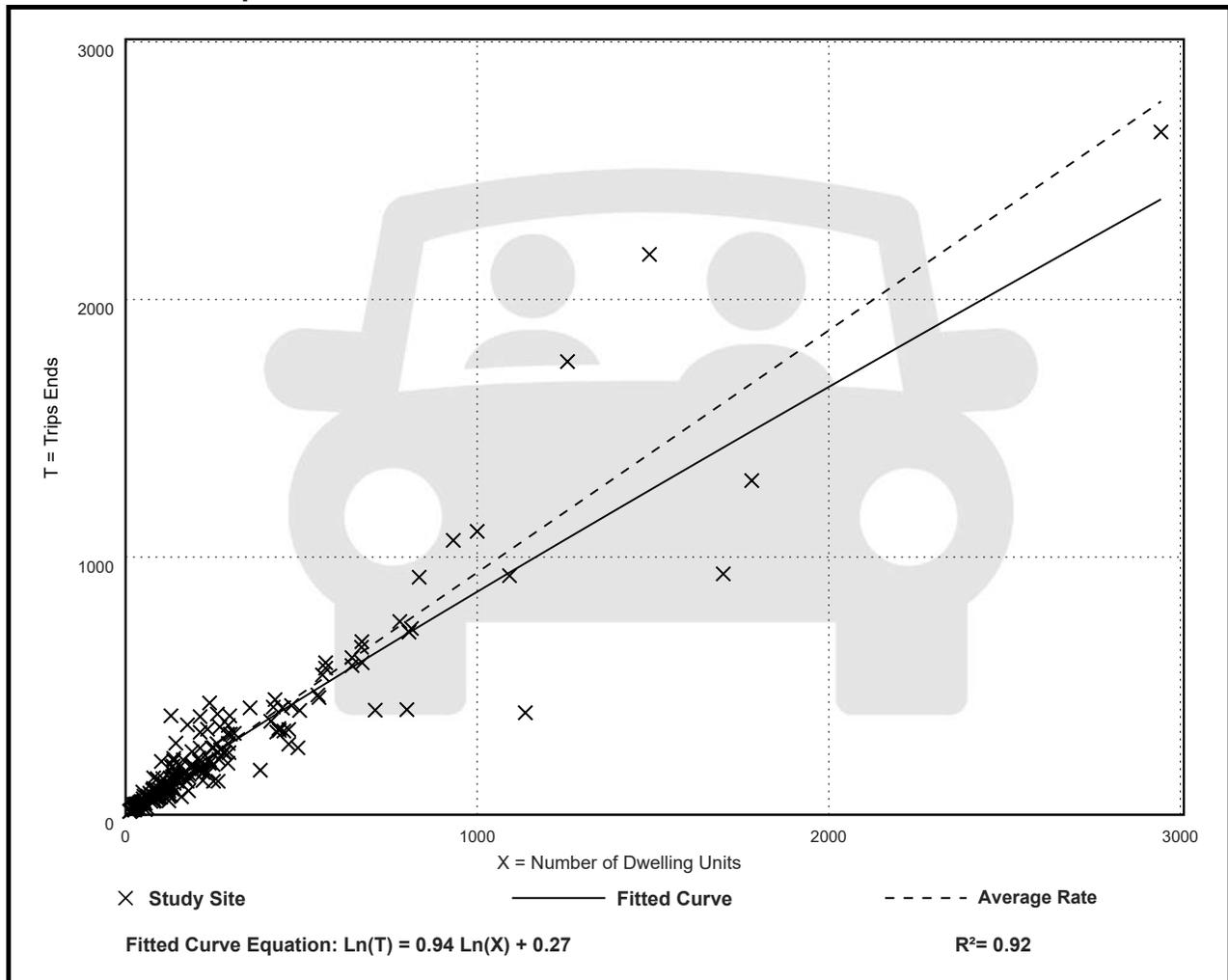
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.94 | 0.35 - 2.98 | 0.31 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 169

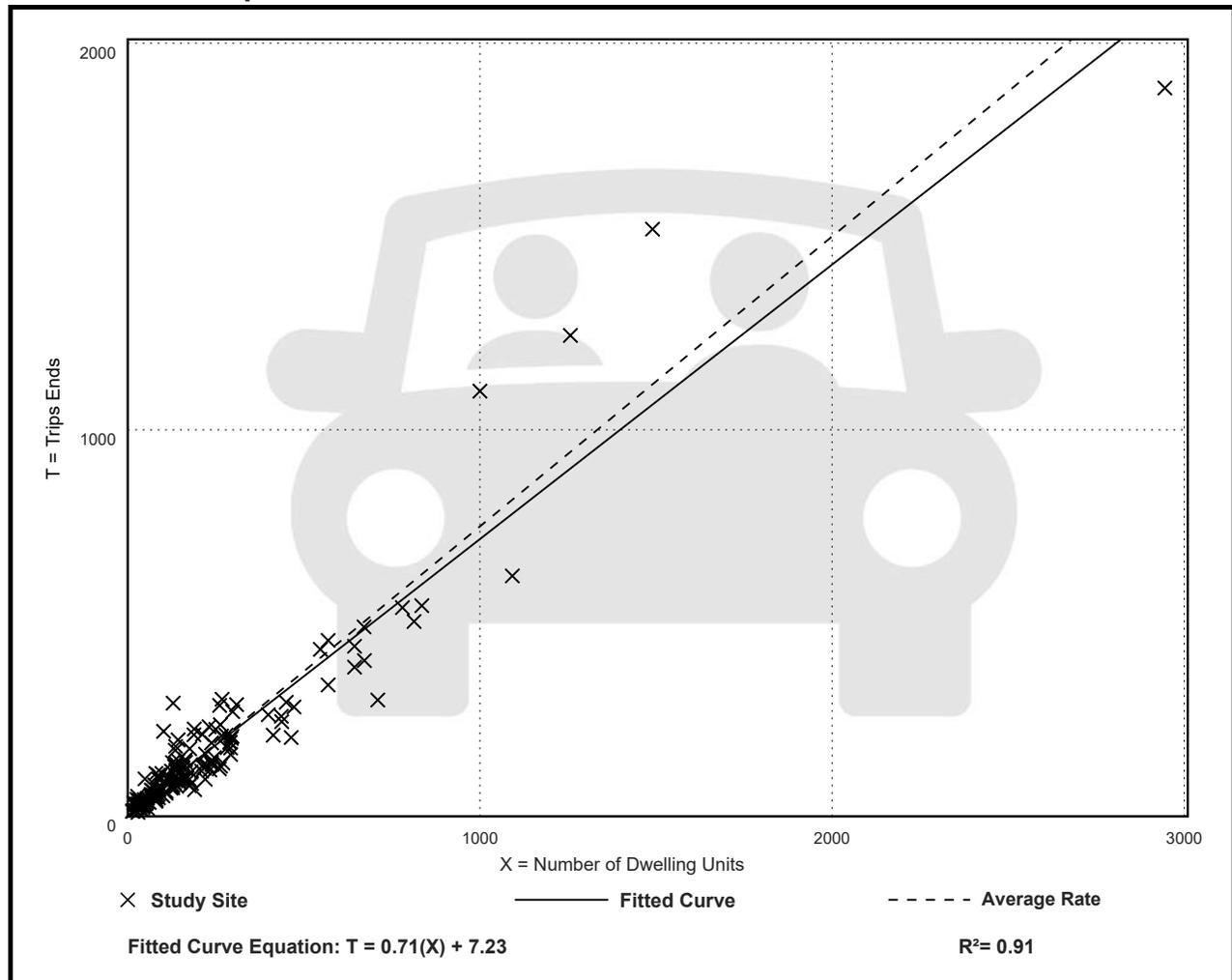
Avg. Num. of Dwelling Units: 217

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.75 | 0.34 - 2.27 | 0.25 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 178

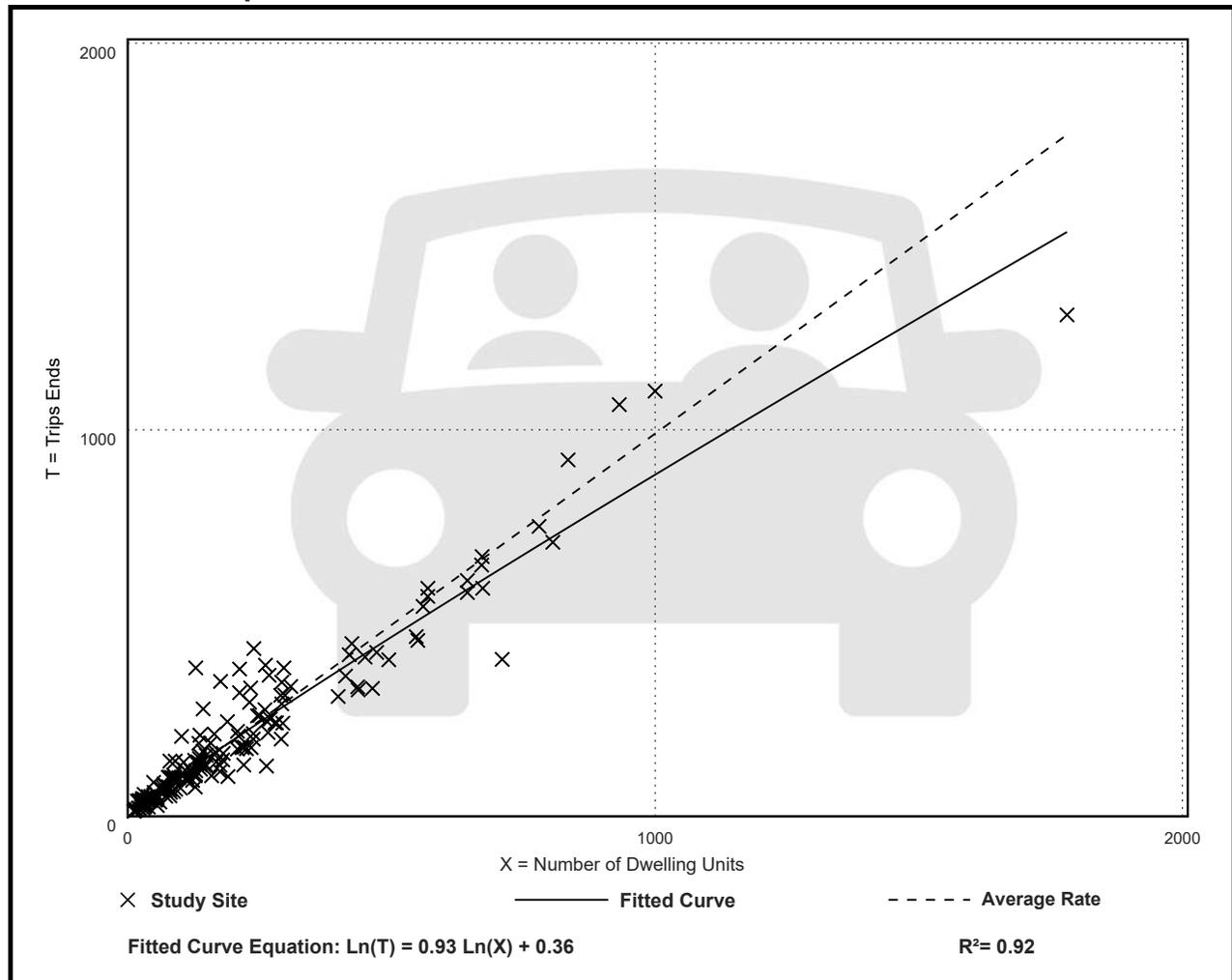
Avg. Num. of Dwelling Units: 203

Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.99 | 0.49 - 2.98 | 0.28 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 63

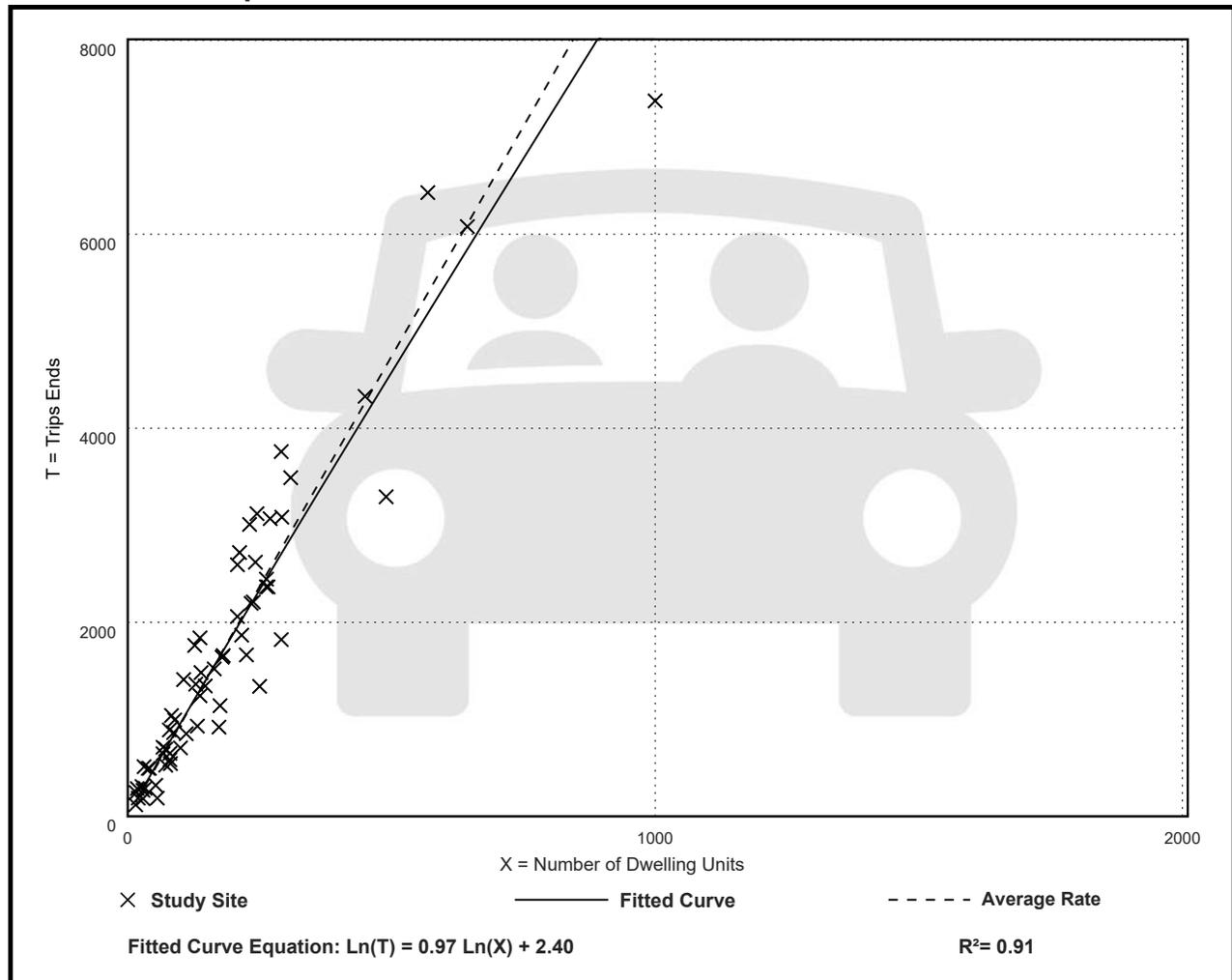
Avg. Num. of Dwelling Units: 179

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 9.48 | 3.36 - 16.52 | 2.26 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 42

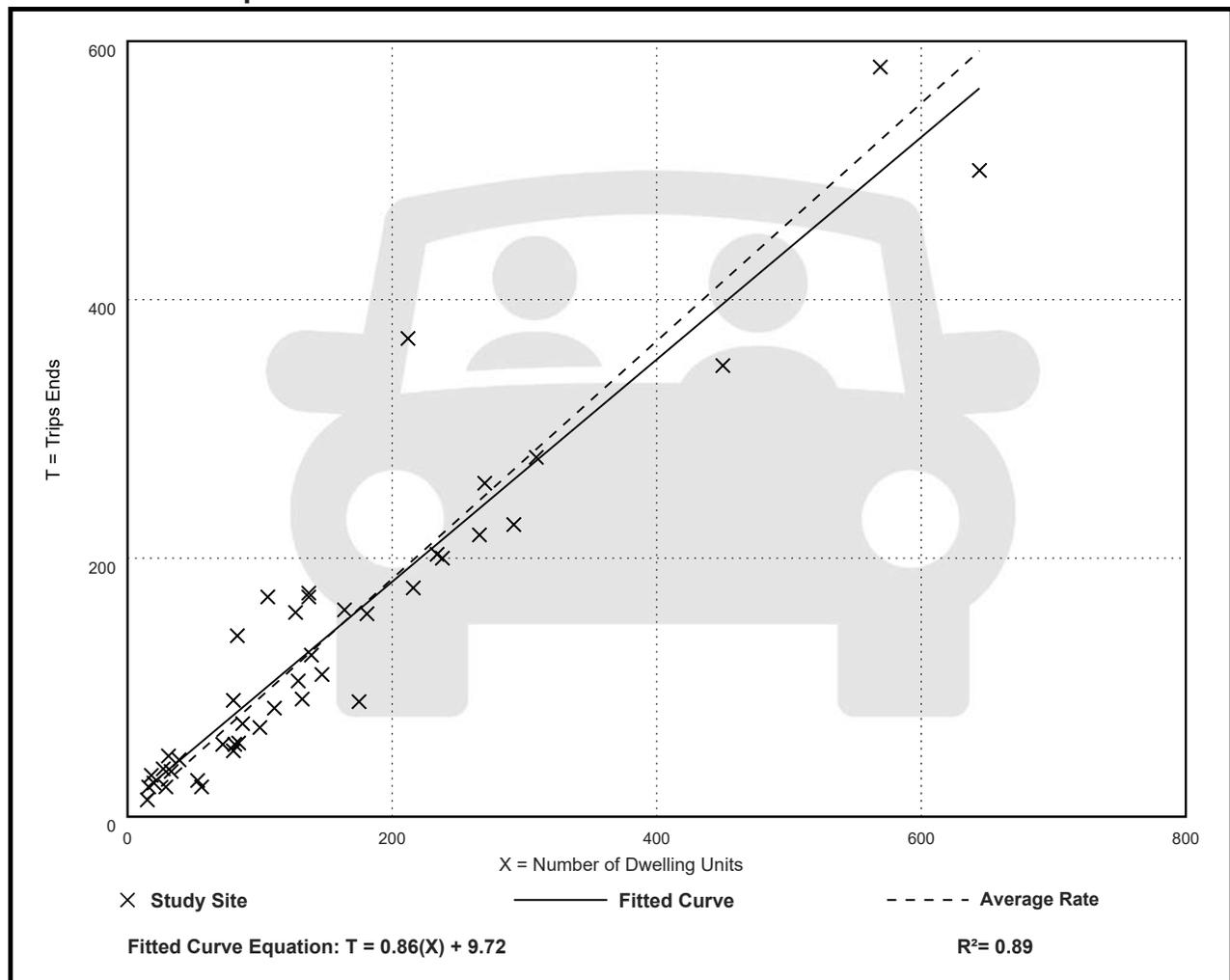
Avg. Num. of Dwelling Units: 152

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.92 | 0.41 - 1.78 | 0.27 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 60

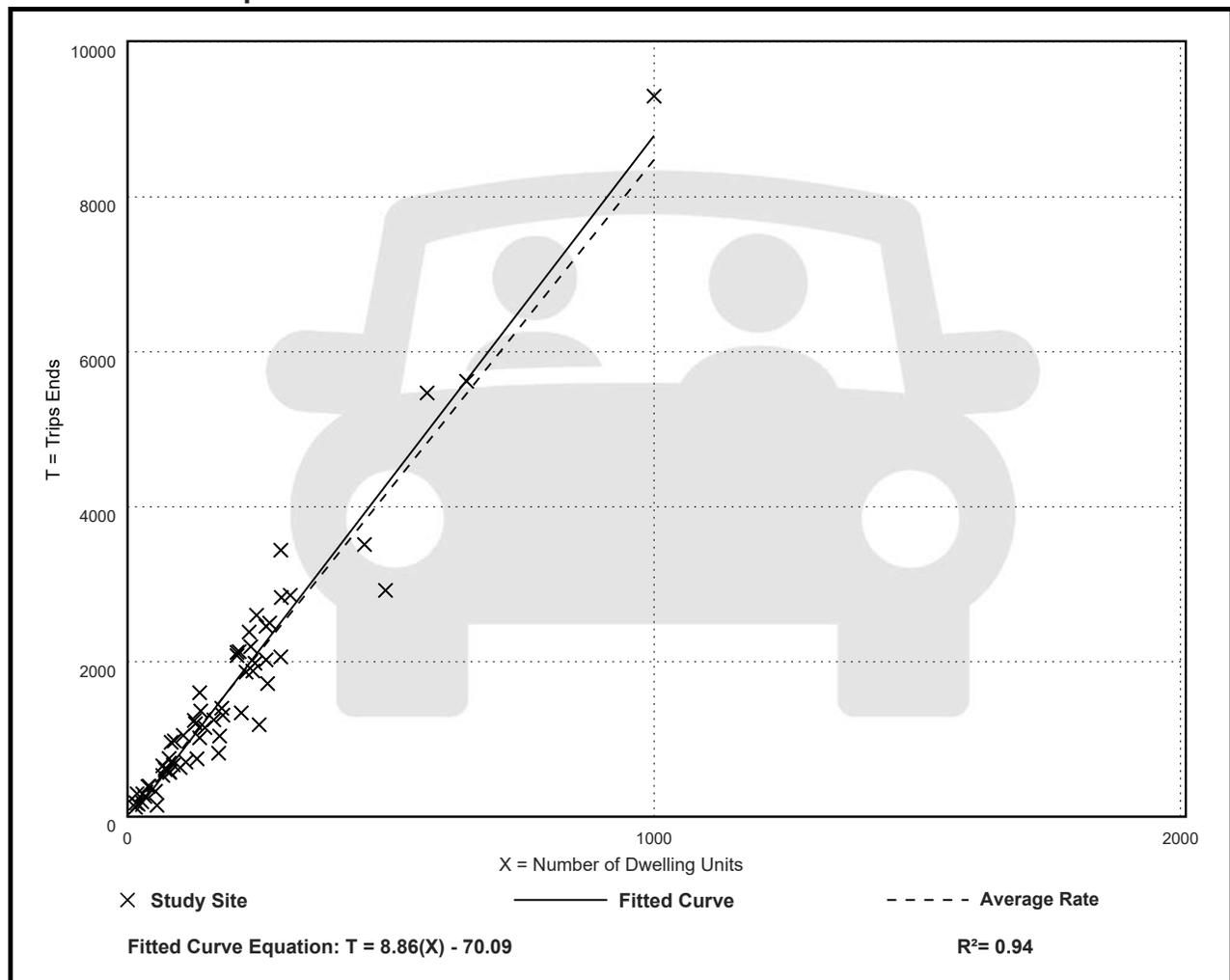
Avg. Num. of Dwelling Units: 186

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 8.48 | 2.61 - 16.44 | 1.74 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 40

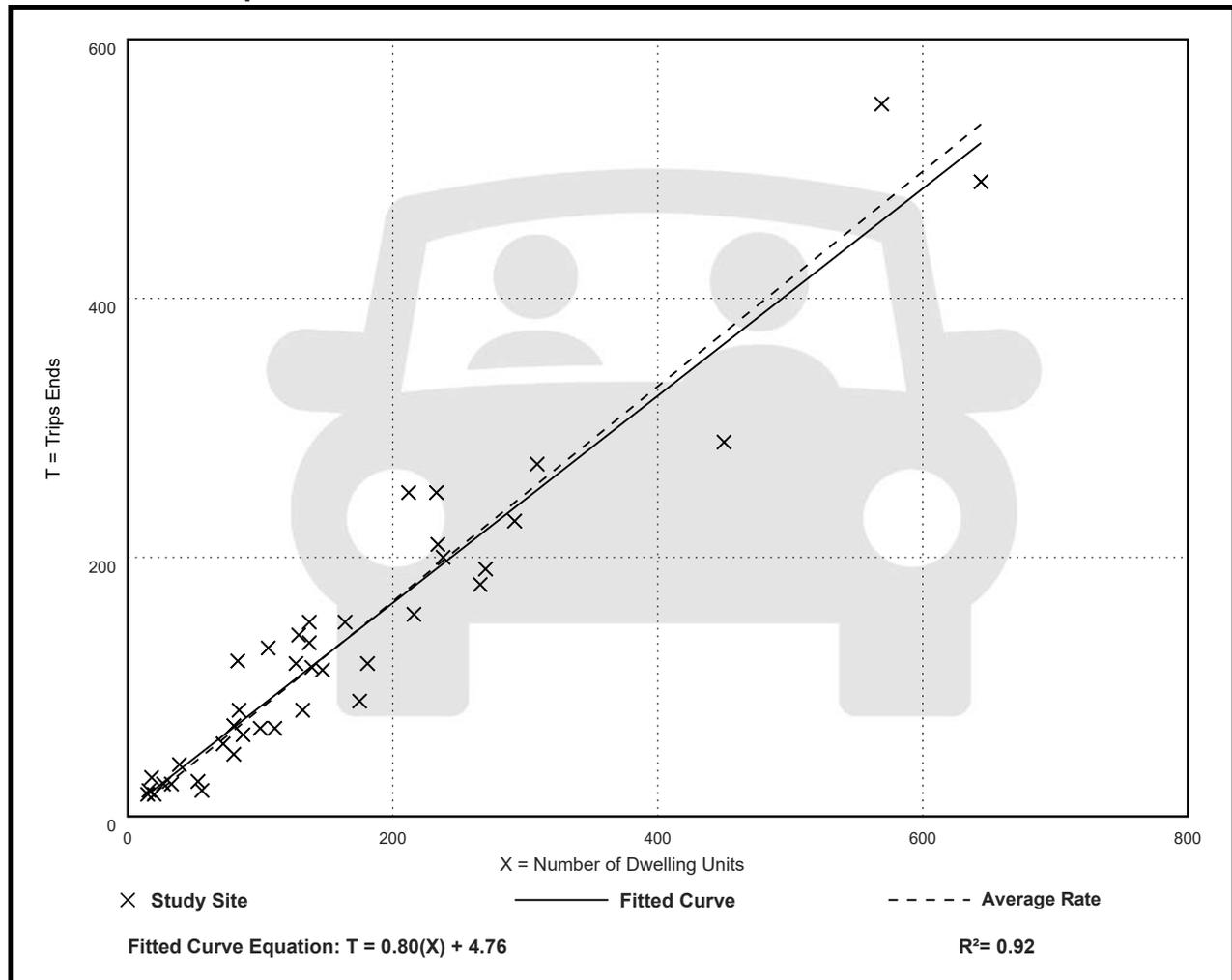
Avg. Num. of Dwelling Units: 162

Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.83 | 0.36 - 1.67 | 0.19 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 30

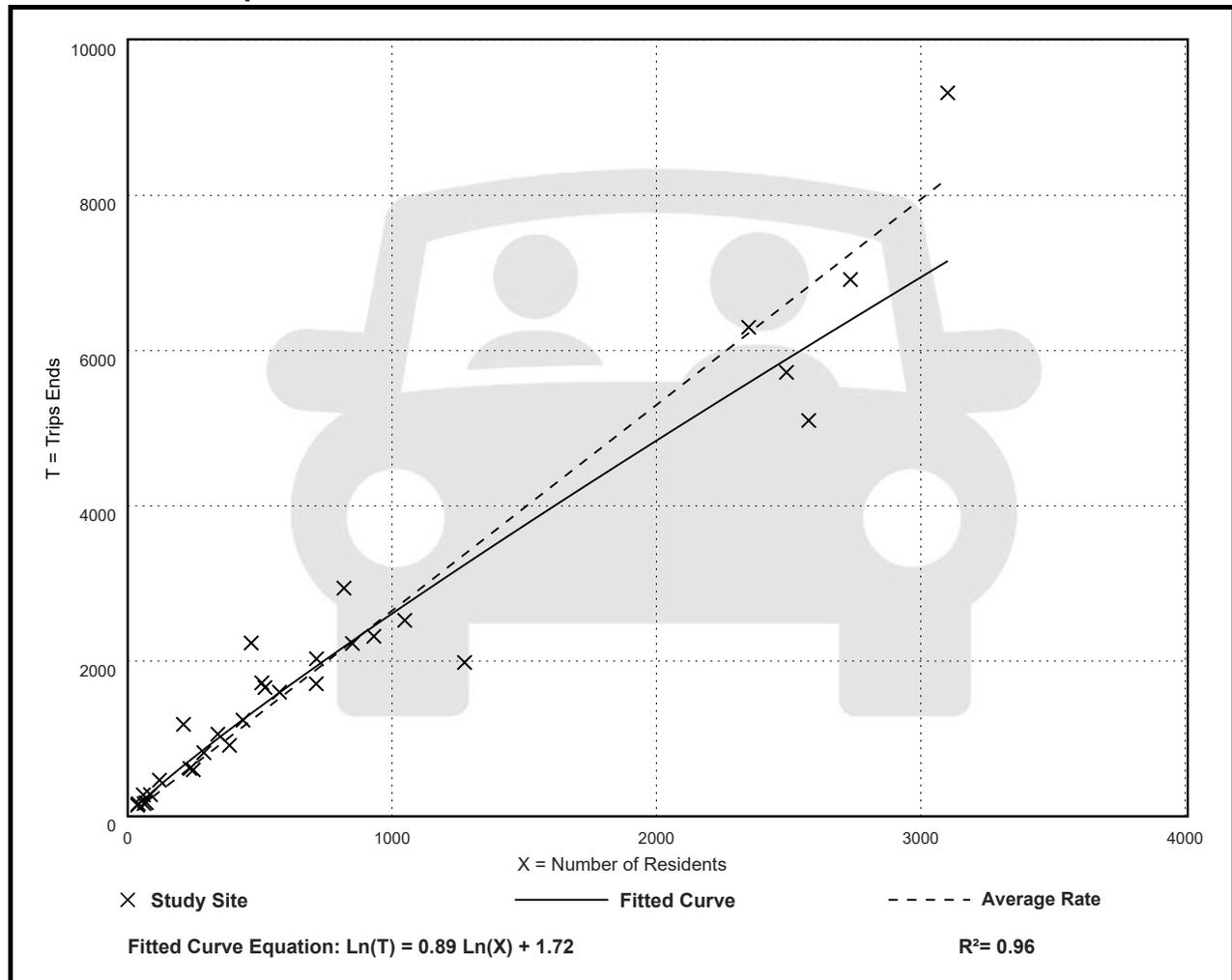
Avg. Num. of Residents: 810

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 2.65 | 1.56 - 5.62 | 0.64 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

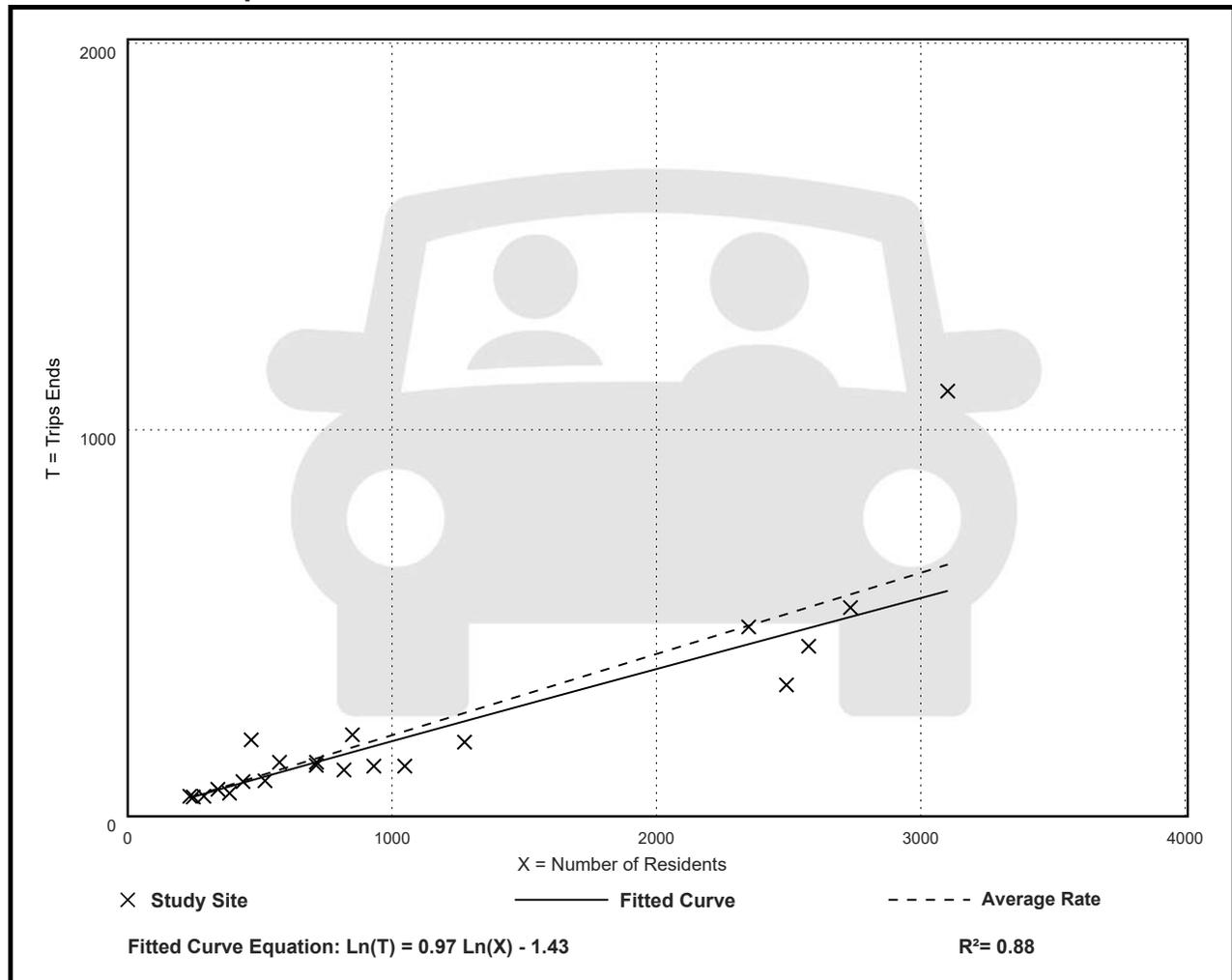
Avg. Num. of Residents: 1100

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.21 | 0.12 - 0.42 | 0.08 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

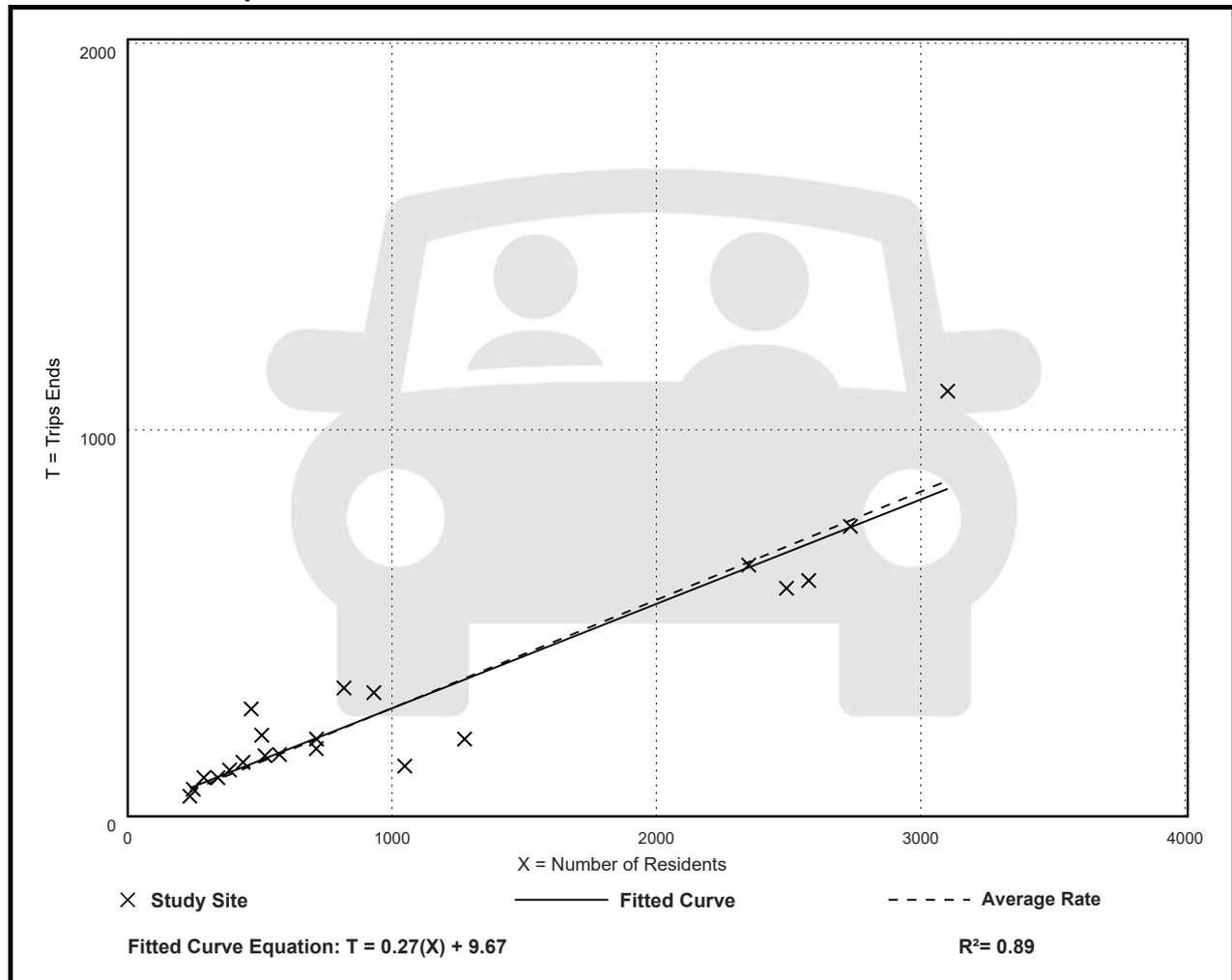
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.28 | 0.12 - 0.60 | 0.08 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

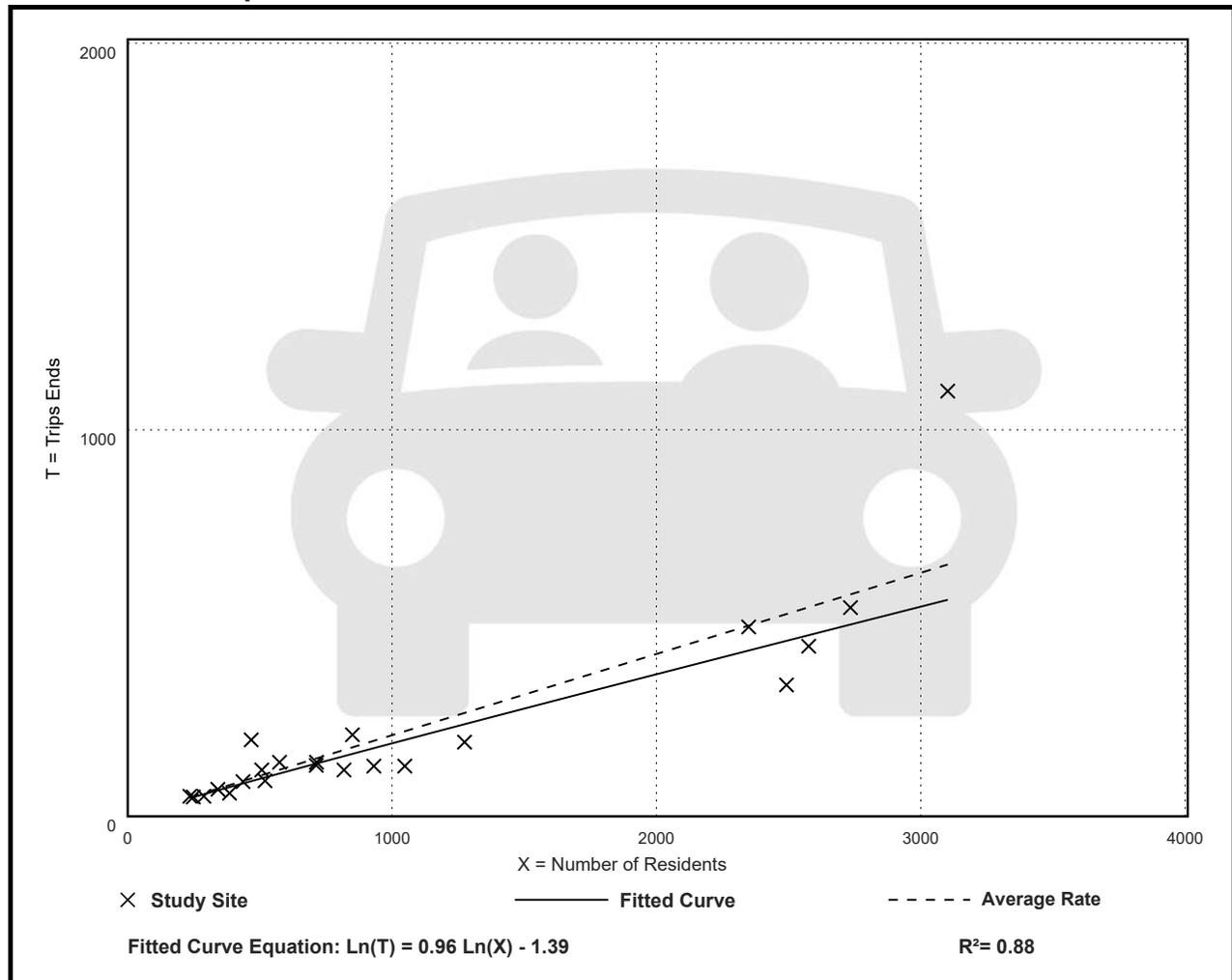
Avg. Num. of Residents: 1073

Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.21 | 0.12 - 0.42 | 0.08 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 21

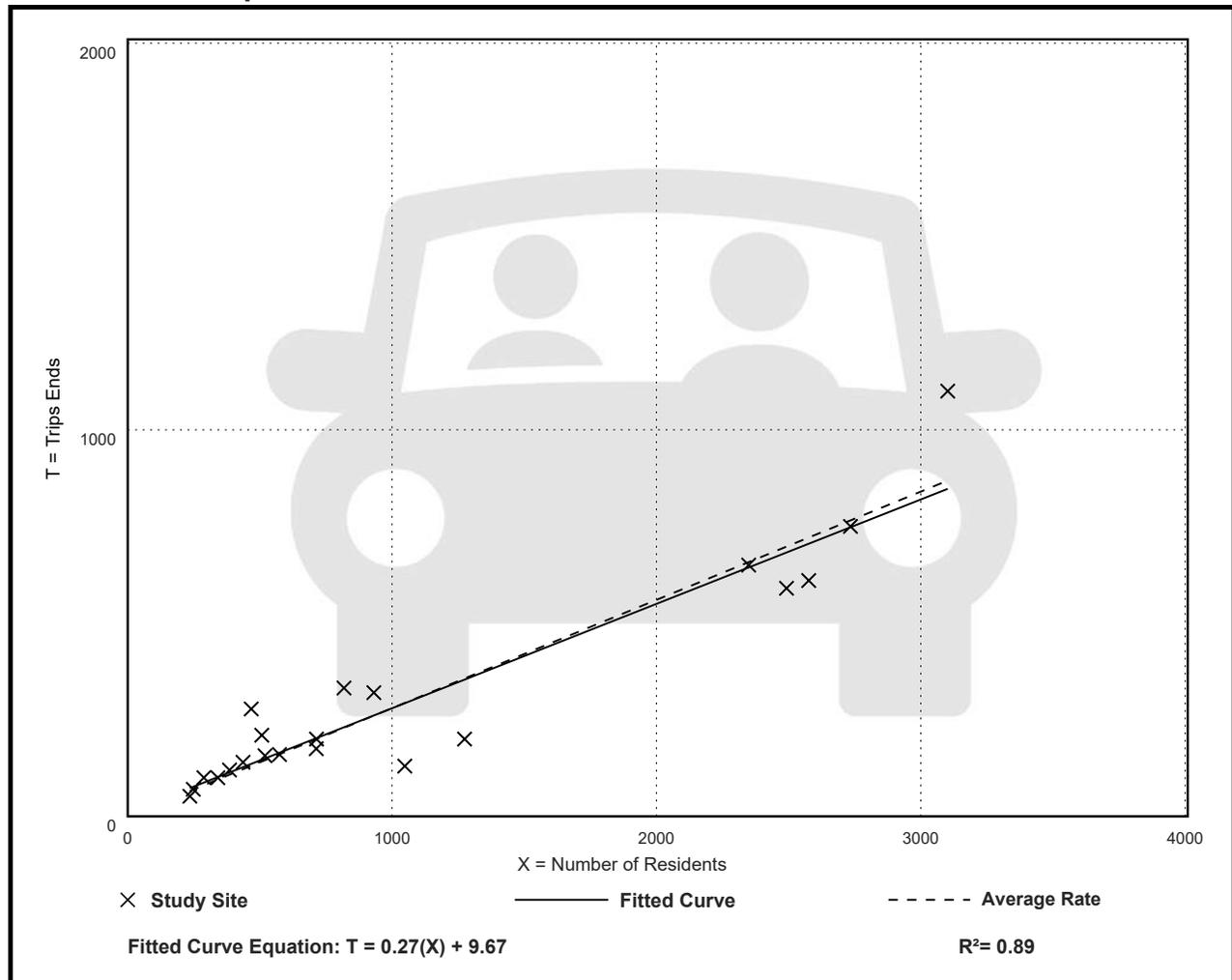
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.28 | 0.12 - 0.60 | 0.08 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 14

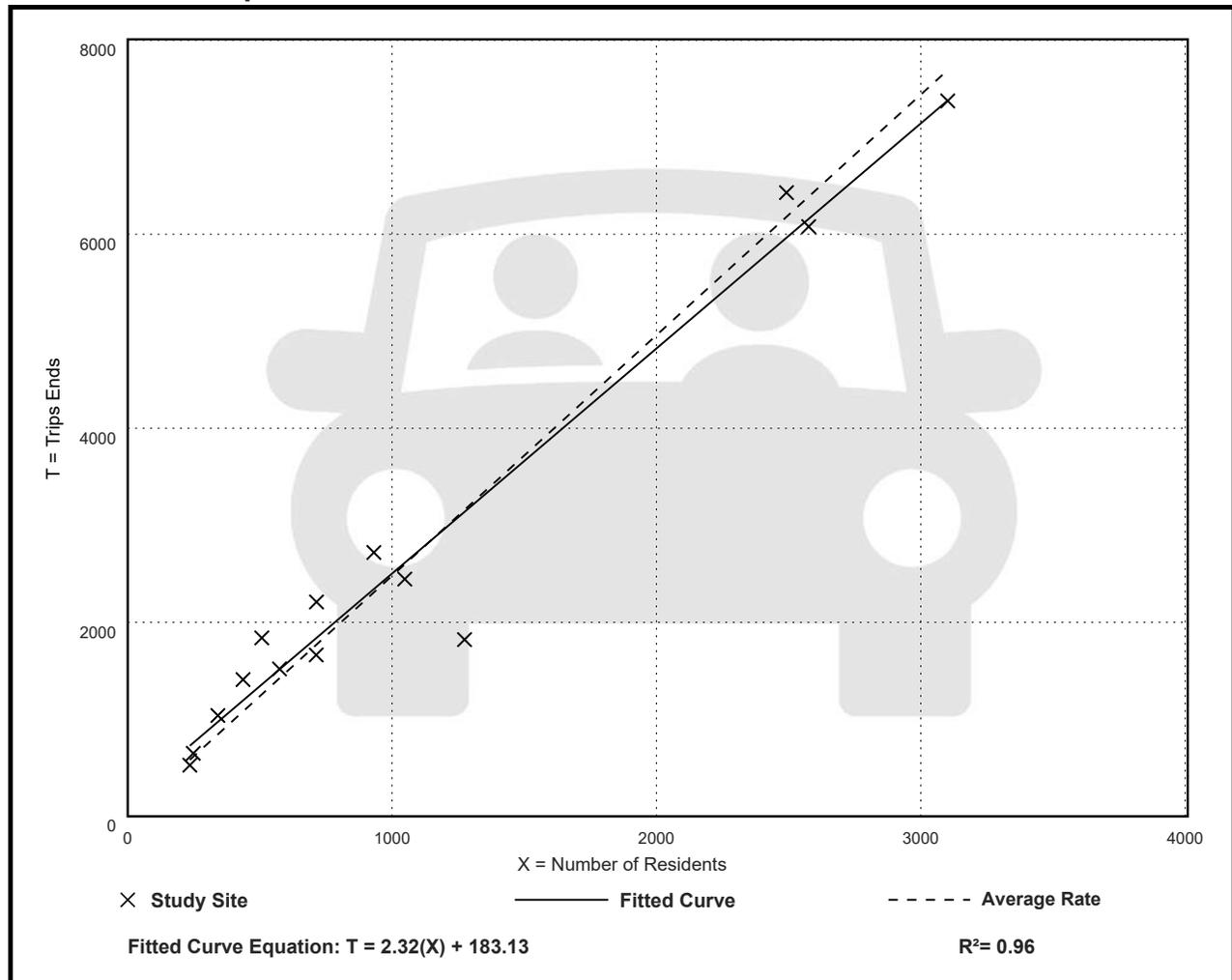
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 2.48 | 1.43 - 3.63 | 0.46 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 11

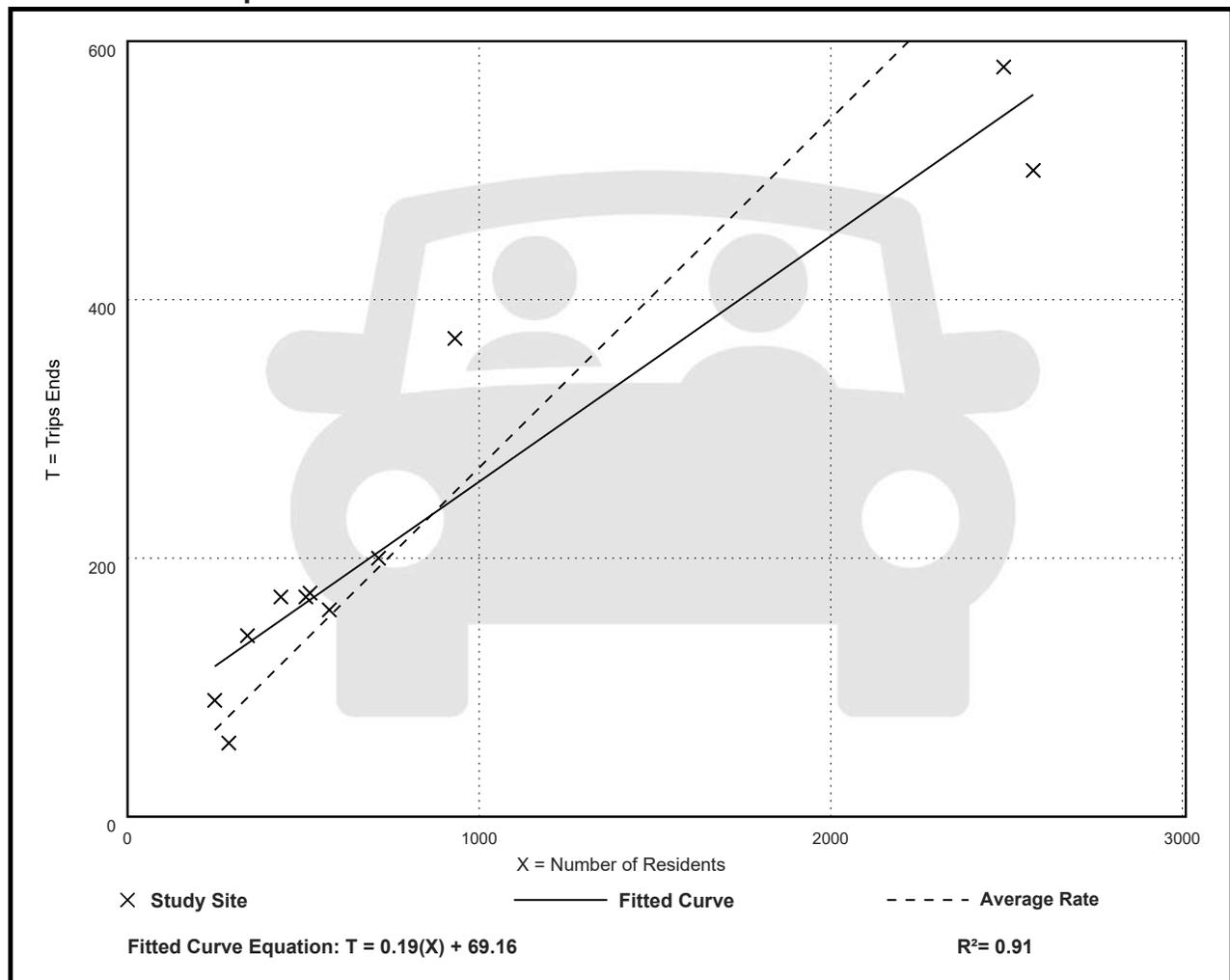
Avg. Num. of Residents: 875

Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.27 | 0.19 - 0.41 | 0.08 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 14

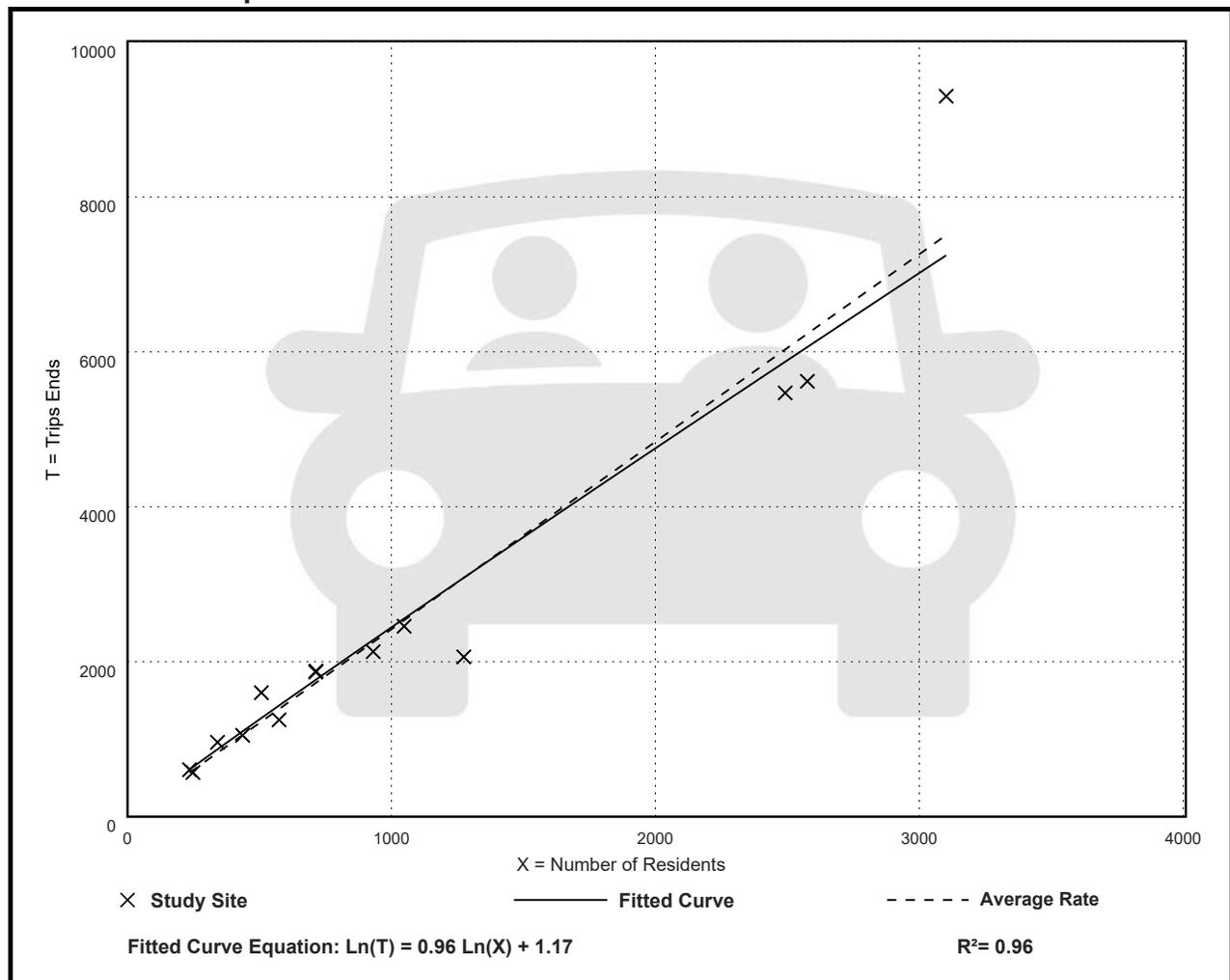
Avg. Num. of Residents: 1085

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 2.42 | 1.62 - 3.16 | 0.43 |

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 12

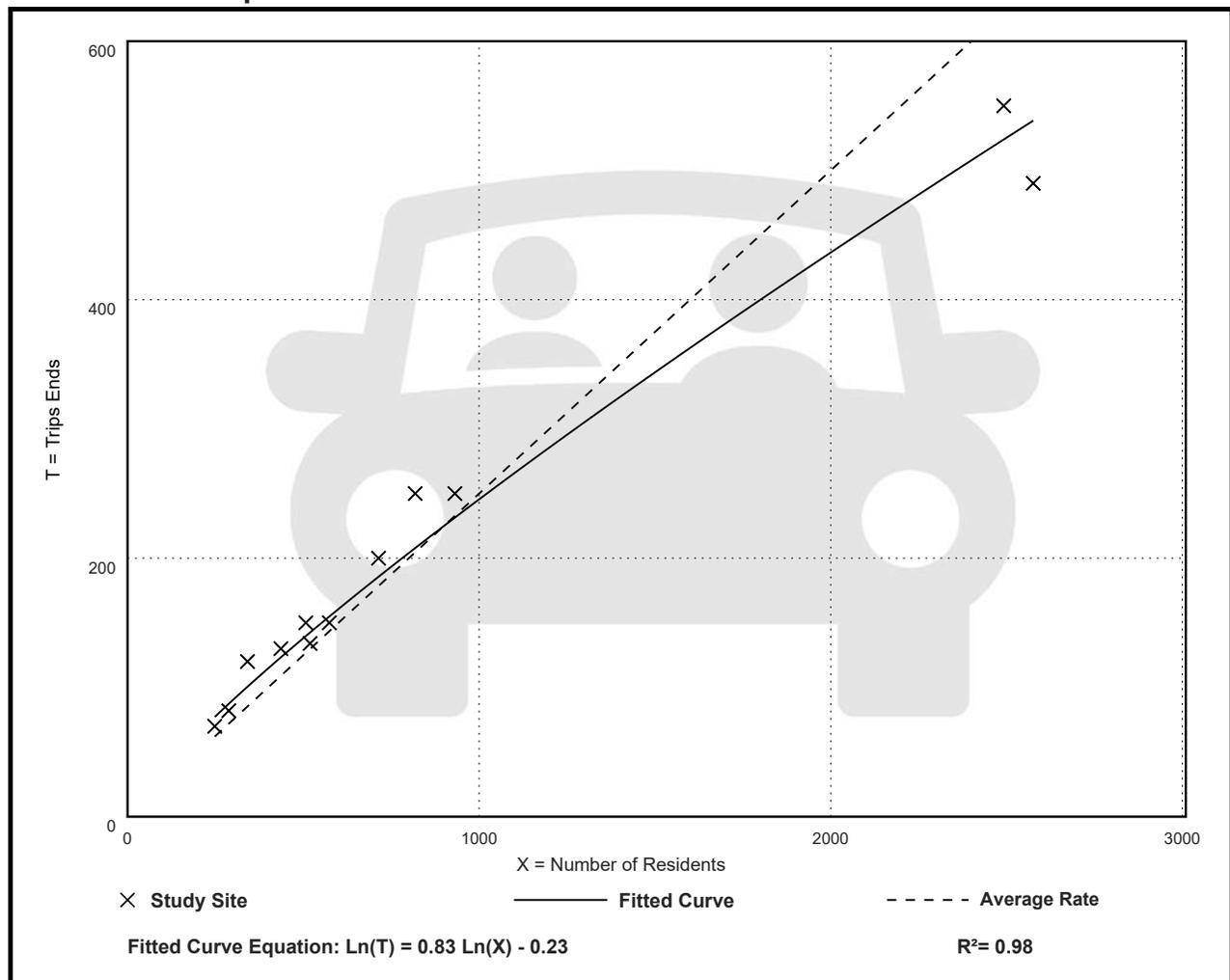
Avg. Num. of Residents: 870

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.25 | 0.19 - 0.35 | 0.05 |

Data Plot and Equation



RECORD OF PROCEEDINGS
CONCORD TOWNSHIP BOARD OF TRUSTEES

Minutes of

Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held April 4, 2024

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Call to Order

The Concord Township Board of Trustees met in special session on Thursday, April 4, 2024 at the Concord Township Administrative Building.

Chairman Johnson called the meeting to order at 6:00 p.m. The roll was called, and present were Trustees Bart Johnson, Joe Garrett, and Jason Haney. Public present were asked to sign the attached attendance sheet.

Swearing In

The swearing in of meeting attendees was performed by the court reporter.

Purpose

Mr. Johnson announced the purpose of the meeting was for the continuation of the meeting held March 11, 2024 to consider Application #ZC012023, recommended for denial by the Concord Township Zoning Commission Board, that was filed by Epcon Communities Inc, c/o Craig Cherry, 500 Stonehenge Parkway, Dublin, Ohio 43017. The Applicant is requesting approval for rezoning from Farm Residential (FR-1) to Planned Residential District (PRD), and a preliminary development plan referred to as The Courtyards on Concord, at 10204 Concord Road, Dublin, Ohio 43017, consisting of +/-36.24 acres in parcels #600-342-02-016-000 and #600-342-02-013-000, owned by Kenneth N. Southworth, Trustee.

Additional Testimony

Mr. Todd Faris, Faris Planning & Design, 4876 Cemetery Road, Hilliard, OH 43026, provided a follow up from the initial hearing on a few items:

-1- The site plan at the first meeting was provided with two divergences, one being for building separation at 12' instead of 20'. The revised plan presented tonight is at 20', so no divergence would be needed if approved as presented.

-2- The fire access/shared easement with the homeowner to the south was discussed. Epcon met with the homeowner and came to a driveway safety solution with a 20' paved access/emergency lane and a controlled access gate that meets the requirements of the fire department, per their letter dated April 1, 2024. A turnaround area will also be constructed in front of the gate for homeowner deliveries with a safety box. The gate and lane will be maintained by the condo association, i.e. snow clearing, pothole repair, etc.

-3- At Delaware County Regional Planning, a divergence of front building setback was suggested since it was reduced from 90' to 67'. It was clarified that the reduced setback is on the private roads within the development so a divergence is not necessary. The distance of the development from Concord Road is well over 90'.

Mr. Tom Hart, attorney for Epcon, 5029 Cemetery Road, Hilliard, Ohio, said the language was re-worked for the access easement, which is presented in the packet under "proposed stipulations of condition of approval." For the easement process, if the re-zoning is approved, it will go through the Delaware County Engineer's office to make the final access decision. If access is changed by the Engineer's office, the applicant would bring it back for the Trustees to review.

Mr. Jason Coffee of Epcon, noted after the March 11 meeting, Epcon met with the homeowner for emergency access and site drainage, ran through the access gate and turnaround options, and will also make sure the site outflow would be abided. In addition, Epcon will save as many trees as they can along the south side of the access drive.

Mr. Hart also shared the previous divergence of 12' between units instead of 20' was not a financial request, but aesthetic. Discussion was held on the homeowner's additional maintenance responsibility if the 20' separation is used. The separation area is increased therefore more turf/grass/plantings are necessary. The 12' reduced separation results in a better look and less maintenance. Trustees Johnson and Haney do not mind the 12' option.

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Turn lane information was presented by Mr. Mike Reeves, engineer at Kimley-Horn, 7965 North High Street, Columbus, Ohio. Although the road is posted as 35mph, it is actually 45mph according to the County, so the design (exhibit E-1) is based on 45mph traffic. The turn lane would be 175' long with a 50' taper, with 405' north and south for taper back into the existing lanes and based on sight distance. The turn lane construction fits within the existing right of way, and all changes would be along the west side of the road. The lanes would line up similar to the existing Eli Pinney school turn lanes.

Public Comment

Mr. Dave Parkinson, 7464 Badenoch Drive, restated his position and reasoning has not changed; he does not feel this is the right place for this type of development.

Mr. George Bennett, 7669 Serenity Drive, feels the development will have an adverse impact on the horse farm to the north with a walking path near their property. He would like to see a way to mitigate people at the gates to her corral for the safety of both people and the horses.

Ms. Holly Helbig, 7480 Badenoch Drive, owns the large riding facility and veterinary clinic to the north, a 10 acre property with 25 horses. She noted the neighbors also have horses, and requested at least a double fence to deter people that are walking on the path from reaching the horses. The development construction and noise will greatly disrupt her business. Mr. Coffee asked if a fence or signs could be placed along the path that loops over toward their pasture? Mr. Garrett feels people don't know not to mess with horses, and a physical barrier makes sense as a deterrent. He would prefer a double fence along the north property line at least 3' high.

Mr. Dan Buchman, 10202 Concord Road, shared access neighbor, still is not in support of the development, and does not want the homes so close together like row homes, and feels the property should be country-type estate homes.

Mr. Jayson Wolshire, 10225 Concord Road, lives across the road and will have a turn lane in front of his home and driveway, which is already hard to get out. He asked who assumes liability of the gate in case of a gate accident, which Mr. Joel Rhodes of Epcon clarified would be included with common space and overseen by the condo association.

Trustee Comments

Mr. Garrett inquired about the width of the multi-use path, which shows as 5' within the development and not specified along Concord Road. He stated the path north to south along Concord Road needs to be 10' wide.

Mr. Garrett asked what is to deter residents from using the emergency access road as a cut through? The Fire Chief had recommended using plastic piling or removable bollards for their access. Mr. Garrett would like Epcon to commit to signage and some kind of penalty to make people stay off this road, including construction traffic, and to install the gate as part of the initial development. Mr. Rhodes suggested adding use of the access road by residents as a violation of condominium rules.

A letter was received from a homeowner concerned with the main entrance headlights shining into their house across the street. On the current development plan, the entrance placement will not create this issue.

Mr. Garrett noted the Trustees have received emails from concerned residents and those residents have been contacted. The Trustees have heard rumors that the township has been actively recruiting these developments, which is completely false.

RECORD OF PROCEEDINGS
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GOVERNMENT FORMS & SUPPLIES 844-224-3339 FORM NO. 10148

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Mr. Garrett also reminded everyone the township is required to act following rules set by the State of Ohio and its own Comprehensive Plan and Zoning Code. Decisions by the Board are not based on personal views, but on state law and the Plan and Code, which are both created by the community residents.

Mr. Haney stated as a Board they have worked to update township documents to reflect lower density to create better zoning and developments, and now have the most restrictive landscape plan for the benefit of community residents. Mr. Johnson added most people do not want development, but increasing the landscaping helped to mitigate the impact to neighbors. He explained how re-zoning decisions can be placed on referendum. He stated this is about personal property rights of landowners too.

A recess was taken to prepare a decision.

Board Action

Mr. Johnson moved and Mr. Haney seconded to adopt Resolution #24-0404-1 to approve with modifications the re-zoning application #ZC012023, originally filed on November 20, 2023, as amended through April 4, 2024, for 54 units on +/- 36.24 acres with the following conditions:

- 1- Any changes to the development plan approved tonight, except as stipulated in condition #2, whether made by the developer or any other government agency, must come before the zoning inspector for determination if it is a major or minor change. Any changes, major or minor, will follow the procedure outlined in the current Concord Township Zoning Code. If changes to the development plan are made, and have not gone through the change approval process, no zoning permits will be issued for the development until the process is completed.
- 2- No township zoning certificate shall be issued and no homes shall be constructed within the Courtyards of Concord development until such time as final engineering approval has been issued by the Delaware County Engineer's Office of the relocation of the existing deed of easement for access [Deed of Easement (Access) recorded 06-16-2023 Delaware County, Book 2037, Page 1723-1737]. The relocation of the existing deed of easement for access shall provide reasonable and ongoing access to public roads for the owner(s) of Delaware County parcel number 600-342-02-016-000, in keeping with the original deed of easement for access terms and conditions. Relocation of the existing deed of easement for access shall be subject to applicable Delaware County regulations and/or other recording requirements to be enforceable and run with the land. If the final engineering approval by the Delaware County Engineer's Office of the relocation of the existing deed of easement for access causes or creates a change in the development plan as approved by the Trustees, the applicant shall file for a Minor Modification for an updated development plan reflecting and conforming such changes under the procedure provided by section 11.08(c) of the Township Zoning Resolution.
- 3- The applicant will add appropriate warning signage as reasonably approved by the fire department and Township Zoning Inspector to deter any use of the access road for any purpose other than emergency access and use by the adjacent property owner (Delaware County parcel number 600-342-02-016-000). The applicant also agrees to include enforcement mechanisms and penalties for this condition within the condominium declaration and/or other appropriate enforcement document to permit the condominium association to enforce this restriction.
- 4- The access easement and emergency access road together with restrictive gate shall be constructed at the time construction begins on the overall development. No

Held

April 4, 2024

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construction traffic shall use the access easement and emergency access road.

- 5- The applicant shall construct the north-south multi-use path along Concord Road at a minimum of ten feet (10') in width.
- 6- The applicant shall construct a double fence at a distance of six to ten feet (6-10') from the northernmost property line of the development that is adjacent to the existing horse farm property to the north. Such double fence shall be designed and constructed in a similar manner as the existing fence running along the northernmost property line and shall be subject to any legal requirements imposed by the existing utility easements. In addition, the applicant shall post warning signs on such double fencing to discourage approaching the horse farm property to the north. Such signage shall be subject to the reasonable approval of the Township Zoning Inspector.
- 7- Any other conditions that the applicant has agreed to that may not be specified in this Resolution, but which are documented in the meeting minutes, which are incorporated herein by reference.

In addition to the foregoing, in adopting this Resolution, the Township Trustees hereby find that the requested divergence(s) for twelve feet (12') separation between individual units instead of twenty feet (20'), and the divergence requested in section 11.06(b)(12) (pp.7-8 of the application development text) are approved based upon the conditions of approval agreed to by the applicant as documented herein and in the minutes of the hearing.

Upon roll call vote: Haney-yes, Garrett-yes, Johnson-yes.

[Fiscal Officer note: As a matter of record, the following exhibits are attached to the official record of proceedings as materials presented during the hearing continuance:
- Exhibit 1 – an updated application submission dated March 22, delivered digitally March 25, hard copies delivered March 27
- Exhibit 2 – presentation packet April 4
- Exhibit 3 – the letter of approval dated April 1 from Concord Township Fire Department
- Exhibit 4 - letters from residents requesting to be admitted with the final record of the meeting.]

With no further business, Mr. Garrett moved and Mr. Haney seconded to adjourn. Vote: Haney-yes, Garrett-yes, Johnson-yes.

ATTEST

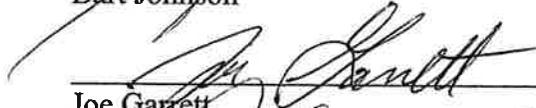


Fiscal Officer, Jill Davis

BOARD OF TRUSTEES



Bart Johnson



Joe Garrett



Jason Haney