

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio Corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor Herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of TERRY E.GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, does, this 10th day of November, 1999, give, grant, bargain, Sell, and convey unto the said Grantee, his successors and assigns forever, the following Described premises:

Situated in the State of Ohio, County of Delaware, Township of Berlin, and being more particularly described as follows:

Being Lot Numbers Nine Hundred Two (902) through Nine Hundred Twenty-seven (927) inclusive, of PIATT MEADOWS PHASE 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slide 210 and 210A, Recorder's Office, Delaware County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, which Grantee herein assumes and agrees to as part considerations for this conveyance.

The Grantor hereby covenants with the Grantee and his successors and assigns That the premises are free and clear of all liens and encumbrances whatsoever create by Or under the Grantor except (a) real estate taxes and assessments, if any, not presently due And payable, (b) zoning and building laws, ordinances, and regulations, (c) legal Highways, (d) restrictions, conditions, and easements of record, and all other liens and Encumbrances of record or otherwise affecting such premises; and that the Grantor will Forever warrant and defend the premises, with the appurtenances, unto the Grantee and His successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, And mutual advantage of all lots described above and of all persons who now are or may

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Hereafter become owners of any of said lots or parts thereof, and as part of the Consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, Restrictions, conditions, easements, covenants, obligations, and charges (hereinafter Collectively called "Restrictions") which are for the mutual benefit and protection of and Shall be enforceable by any of the present or future owners of said lots. It is intended and Understood that all or part of the premises described in this Special Warranty Deed shall Be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance Which may result in the same person acquiring all of the premises or more than one lot Shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in Full force and effect notwithstanding any such event.

I. DEFINITIONS

- A. "Annual Assessment"—amount to be paid to the Association by each Owner annually.
- B. "Assessment"—collectively referring to Annual Assessments, Lot Assessments and Special Assessments.
- C. "Association"—Piatt Meadows Association, Inc., an Ohio non-profit corporation to be formed by grantor, its successors and assigns, before Turnover Date.
- D. "Association Governing Documents"—these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.
- E. "Board"—the board of trustees of the Association.
- F. "Common Expenses"—expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

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- G. “Common Property”—all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and enjoyment of the Owners, or for the operation of the Association.
- H. “Entrance Feature Area”—the entrance features described in Article IX, Paragraph E of these Restrictions.
- I. “Grantor”—Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.
- J. “Improvements”—all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, an antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type.
- K. “Lot”—a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.
- L. “Lot Assessment”—an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the owners or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.
- M. “Manager”—the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.
- N. “Member”—any person or entity entitled to membership in the Association, as provided for in Article III.

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- O. "Owner"—the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.
- P. "Property"—the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of Piatt Meadows that have been or will in the future be developed by Grantor and subjected to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.
- Q. "Reserve Fund"—the fund that may be established pursuant to Article V.
- R. "Rules"—the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.
- S. "Special Assessment"—an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.
- T. "State"—the State of Ohio.
- U. "Turnover Date"—the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

The covenants, easements, conditions and restrictions contained in these Restrictions are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

II. MEMBERSHIP AND VOTING RIGHTS

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- A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance obligation, and the giving of a security interest or mortgage shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association as tenants in common.
- B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- A. Common Property.
1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Associations Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.
 2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.
- B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.
- C. Cost –Sharing Agreements. The Association may enter into cost-sharing agreements with other home owner's associations pursuant to which the

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Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

- D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitations: (i) reasonable monetary fines, which shall be considered Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V.F (1-4), and shall be included as a Lot Assessment against such Owner's Lot.
- E. Implied Rights. The Association may exercise any other right or privilege given to expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.
- F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.
- G. Insurance.
1. The Association shall obtain and maintain a comprehensive policy of public liability, insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and /or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

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2. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Associations under Section X.D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary
 3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to Section V to cover the additional costs.
- H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.
- I. Books/Records. Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association.

V.ASSESSMENTS

- A. Reserve Fund. The Board, at its discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.
- B. Types of Assessments. Subject to the option described in paragraph © of this Section, the Grantor, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed a Lot, is deemed to covenants and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

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- C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the Reserve Fund—as may be determined by the Board) and shall assess each Owner of a Lot an annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (i) \$250.00; and (ii) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments, and to instead pay any deficit incurred operating the Association, determined annually.
- D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.
- E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by a Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, or any provision of the Association Governing Documents, including these Restrictions.
- F. Remedies
1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent

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(12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five dollars (\$25.00).

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association the commencement of a foreclosure by a bona fide first-mortgage lender, an Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefore. Except as otherwise, provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.
3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of unpaid portion of the Assessment. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot, that is recorded before the recording of a certificate of lien by the Association.
4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the

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Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

- A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.
- B. Maintenance by Owner. Each owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.
- C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.
- D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

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All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

- A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.
- B. Modifications. Except as otherwise provide in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and locations of Improvements and alterations to the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be constructed to limit the right of an Owner to remodel or decorate the interior of his/her residence.
- C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted

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pursuant to this Section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

- D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

- A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below that finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
- B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.
- C. Hazardous Actions or Materials Nothing shall be done or kept in any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property, or that might or that does unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Grantor or any other builder in the subdivision from construction activities consistent with reasonable residential construction practices.

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- D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Grantor while marketing the Lots and residences for sale; (ii) street and identification installed by the Association or the Grantor; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.
- E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in our upon any part of the Common Property, unless expressly permitted by the Rules.
- F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.
- G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.
- H. Storage Buildings. No storage buildings, barns or sheds of any kind are permitted on any Lot.
- I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service, or leases to roomers or boarders. All leases shall be in writing and shall be subject to these Restrictions, the other Association Governing Documents, and the Rules.
- J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residence on the Lots.

No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be

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considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed.

- The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, for storage or the conveyance of personal property, whether resting on wheels, jacks, tires other than a passenger car, so licensed by the State of Ohio, and other than any light pickup truck, sport utility vehicle or can which is used exclusively as an automobile by an owner or a member of an Owner's family.
- K. Trash. Except for the reasonably necessary activities of the Grantor during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.
- L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on the Property except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.
- M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.
- N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grill are permitted.
- O. Street Tree. Grantor may designate one (1) or more trees as deemed necessary by Grantor along the street in front of each Lot. If Grantor determines to designate street tree(s) then the Owners agree to install and maintain such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.
- P. Mailbox. Grantor may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.
- Q. Yard Lights and Lamp Posts. All yard lights and lampposts shall conform to the standards set forth by the Architectural Review Committee.

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- R. Fencing. No fence or wall shall be constructed or placed on any of the Lots, except as provided in this Paragraph or Article VIII, Paragraph S, below. Ornamental fences integrated with a landscape design are permitted with approval of Grantor or the Design Review Committee, and any fencing installed by Grantor within any Common Area or Entrance Feature Area.
- S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a certain height, then a fence of such height shall be permitted notwithstanding any provision of said Paragraph R to the contrary, provided such fence shall be subject to prior written approval of the Design Review Board as to design, material and location on the Lot. In no event shall any such fence: (a) be constructed of chain link material: (b) be located within ten (10) feet of any Lot line: (c) be located closer to a street than any platted building line.
- T. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the subdivision: (i) out door clotheslines; and (ii) window air conditioning units on any window facing the street.

IX. EASEMENTS AND LICENSES

- A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.
- B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in these Restrictions or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

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- C. Easement for Utilities and Other Purposes. The Board or Grantor may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Grantor may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Grantor deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Grantor may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).
- C. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage 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 Property to perform their duties.

X. MISCELLANEOUS

- A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Delaware County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.
- B. Enforcement. These Restrictions may be enforced by any proceeding at law or in equity by the Grantor, any Owner, the Association, the Design Review Board, and each of their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorney's fees) in connection with any violation. The failure or forbearance to enforce any covenant herein contained shall in no event be deemed a waiver of these rights.
- C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements

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upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor shall not require the joiner or consent of the Association, other Owners, mortgagers or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

- D. Grantors Rights to Complete Development. Grantor shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property

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owned by Grantor; (c) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: (i) excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

- E. Mortgager Rights. A holder or insurer of a first mortgage upon any Lot upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:
1. Any proposed amendment of these Restrictions;
 2. Any proposed termination of the Association; and
 3. Any default under these Restrictions which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgager's expense, to inspect the books and records of the Association during normal business hours.

- F. Indemnification. The Association shall indemnify every officer and trustee of the Association against any and all claims, liabilities, expenses, including attorney's fees, reasonably incurred by or imposed upon any officer or trustee in connection with action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that

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such officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled.

- G. Severability. If any article, section, paragraph, sentence, clause or word in these Restrictions is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of these Restrictions shall continue in full force and effect.
- H. Enforcement; Waiver. Failure of the Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.
- I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.
- J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.
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BERLIN TOWNSHIP ZONING RESOLUTION
JULY 1994
ARTICLE XI

ARTICLE XI- PLANNED RESIDENTIAL DISTRICT (PRD).

Section 11.01 – PURPOSE: The Township, recognizing the need for 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 inhabitants of the Township.

Section 11.02 – APPLICATION: The provisions of this article of the Zoning Resolution shall apply to all lands of the township, regardless of the size. The owner of any parcel may elect to submit an application for a change in the zoning under the provisions of this article provided that the planned densities or size of the tract do not exceed the permitted densities or acreage set forth in Articles VII, VIII, and IX of this Resolution. Central water and sewer systems are a requirement of this district.

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

- A. Residential structures of any type, either single family or multi-family, including but not limited to detached, semi-detached, modular, manufactured /mobile, cluster, common wall or any reasonable variation on the same theme.
- B. Non-residential uses of a religious, cultural, educational or recreation 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 major thoroughfares as to permit access without burdening residential streets.
- C. Temporary structures such as mobile office and temporary buildings of a non-residential character may be used incidental 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 permit shall be valid for six (6) months and may be renewed not more than two (2) times. 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, solid 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. No unit shall be occupied as a residence without approval of the

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Board of Zoning Appeals as granted in compliance with the provisions of Article XXVIII of this Resolution.

- D. Conducting of casual sale of goods in what are commonly referred to as garage sales or yard sales provided that such sales shall not be conducted on more than six (6) days in any calendar year or more than three (3) consecutive days. The sale and parking area shall be out of the road right-of-way so as not to interfere with traffic on adjacent thoroughfares.

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 pursuant to the provision of Article XXVII 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 Board of Zoning Appeals 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, and the subsequent owner(s) or his agent shall be required to reapply for a continuation and/or modification of such use(s) to the Board of Zoning Appeals. A designation by the Board of Zoning Appeals that a permit is permanent and shall run with the land does not affect the right of authorities to revoke the permit for failure to comply with conditions imposed. No conditional use shall be implemented until a permit of compliance is issued by the Zoning Inspector.

- A. Home occupation conducted by the resident of a permitted dwelling subject to the following restrictions:
 - 1. The home occupation shall be carried on solely within the confines of the residential structures and architecturally compatible accessory buildings, which are customarily associated with the residential use and character of the neighborhood.
 - 2. Only one (1) sign, not larger than six (6) square feet per side, and four (4) feet in height from the top of the sign, to the grade of the surrounding yard, may be erected advertising the home occupation. The sign may be located at a maximum of eight (8) feet from grade to top of sign if mounted flat against a building. The sign must be a minimum of twelve (12) feet from the nearest right-of-way line. The sign shall not be animated or lighted.
 - 3. Not more than one (1) non-resident of the permitted dwelling shall be employed or engaged in a home occupation on said premises.
 - 4. Services may rendered on the premises or elsewhere.

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5. All parking demands created by the conduct of home occupation shall be met off the street and other than in a front yard. Off-street parking may be permitted in a side yard, rear yard, or driveway, but shall not be located any closer to the street than the required setback line, and in no case in front of the dwelling. The home occupation shall have the required number of off-street parking spaces as required for the residential use, plus the number of required spaces for the most similar commercial use, as determined by the Board of Zoning Appeals.
 6. No equipment, process, or storage associated with the home occupation shall create odors, noise, vibration, glare, electrical interference or other nuisance detectable to normal senses off the lot. All activities, materials and equipment associated with the business shall be totally maintained within a building. In the case of electrical interference in any radio or television receivers or other audio appliances used off the premises, or cause fluctuation in line voltage off the premises. No equipment, process, or storage associated with a home occupation shall create any fire or explosion hazard, or involve the storage or use of hazardous materials in any concentration greater than that which would normally be found in a dwelling containing no home occupation.
 7. Waste materials, solid or liquid, shall not be created on the premises at a level greater than normal to the residential use, unless provisions for the disposition of said wastes are acceptable to the Delaware County Department of Health and the EPA. Nor shall they create a burden on adjoining property.
 8. No activity shall be conducted or permitted which creates a nuisance to neighboring property.
 9. The home occupation shall not use more than twenty percent (20%) of the total floor area of the dwelling unit in the conduct of the home occupation, and not more than fifty percent (50%) of the floor area of any garage or accessory building.
 10. The use of the dwelling unit and its accessory buildings, for the home occupation, shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
- B. Group homes or residential care facilities in which not more than eight (8) persons are provided with room , board, specialized care, rehabilitative services, and supervision in a family environment. All such facilities shall possess 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:

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1. No exterior alterations of the structure shall be made which depart from the residential character of the building. All new structure shall be compatible in residential design with the surrounding neighborhood.
2. No group home shall be located within a one (1) mile radius of another such facility.
3. **Lighting:** All exterior lighting, except for security lighting, must be down-lighting, so that no light shall be cast onto adjoining residential properties. All off-street parking areas must be illuminated.

C. **Model Homes in Subdivisions,** 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 buyer the builders/developers features (such as exterior siding treatment, roofing materials, interior trim, moldings, floor coverings, etc.), in the environment of a complete home. Model homes may be staffed by the builders/developer's sale force. Model homes shall be subject to the following restrictions:

1. **Lighting:** All exterior lighting, except for security 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, except for security lighting, shall be extinguished at the closing time of the model home.
2. **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. The driveway of the model home may be utilized for not more than two (2) parking spaces.
3. **Screening and Trash Receptacles:** Landscape drawing shall be required and show adequate landscaping 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 visitors to the home.
4. **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 (90%) of the lots.

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Section 11.05 PROHIBITED USES:

- A. No use not specifically authorized by the express terms of this article of the Zoning Resolution shall be permitted.
- B. Outdoor storage of inoperable, unlicensed, or unused vehicles or trailers, 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 trailer of any type, no boats, no motor homes nor equipment of any type shall be parked in front of the building line on any parcel 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 code or the restrictions on the plat or subdivision.
- D. No motor home, mobile home or camper or any type may be occupied by a guest of the resident/owner for more than fourteen (14) days. No more than one (1) motor home, trailer, or camper may be occupied for such a period on any lot or parcel.
- E. Except as specifically permitted in Section 11.03 (C) or approved in the approved development plan, no manufactured/mobile home shall be placed or occupied in this district.
- F. No trash, debris, unused property, or discarded materials which creates an eyesore, hazard or nuisance to the neighborhood or general public shall be permitted to accumulate on any lot or portion thereof.
- G. In subdivided area which meet the requirements of section 711.131 of the Ohio Revised Code, the keeping of livestock and poultry is prohibited.
- H. Cellular telephones towers, when notification of objection to the sighting of the cellular tower is met, per requirements of section 519.211 of the Ohio Revised Code (cellular towers will be prohibited).

Section 11.06 PROCEDURES: In addition to any other procedures set out in this Resolution, all applications for amendments to the zoning map to rezone lands to this PRD district shall follow the procedures hereinafter set forth:

- A. **Application-** The owner(s) of lots or land within the Township may request that the zoning map be amended to include such tracts in the Planned Residential District in accordance with the provisions of this Resolution.

The applicant is encouraged to engage in informal consultations with the Zoning Commission and Regional Planning Commission prior to formal

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submission of a development plan and request an amendment of the zoning map, understanding that no statement by officials of the Township or the County shall be binding upon either.

B. **Development Plan**- Fifteen (15) copies of the development plan or revision to plan shall be submitted to the Zoning Commission with the application. The plan shall include in text and map form the following:

1. A survey plat and legal description signed by a registered Ohio surveyor showing the size and location of the proposed Planned Residential District.
2. The plan will be to scale and will show the proposed uses of the site, location of buildings and structures, streets and roadways, and parking areas, and all of the following requirements:
 - a. The general development character of the tract including the limitations or controls to be placed on all uses, with probable lot sizes, minimum setback requirements and other development features including landscaping.
 - b. Architectural design criteria for all structures and criteria for proposed signs, with proposed control procedures.
 - c. The proposed provisions for water, fire hydrants, sanitary sewer and surface drainage with engineering feasibility studies or other evidence of reasonableness.
 - d. The proposed traffic patterns showing public and private streets and other transportation facilities, including their relationship to existing conditions, topographical and otherwise.
 - e. The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable.
 - f. Location of schools, parks and other public facility sites, within one (1) mile.
 - g. The proposed time schedule for development of the site including streets, buildings, utilities and other facilities.
 - h. If the proposed timetable for development includes development in phases, all phases development after the first, which in no event shall be

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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.

- i. The ability of the applicant to carry forth this plan by control of the land and the engineering feasibility of the plan.
- j. Specific statements of divergence from the deliverance standards in Articles XXI XXII AND/OR XXII or existing County regulations or standards and the justification therefore, unless a variation from these development standards is specifically approved, the same shall be complied with.
- k. Evidence of the applicant's ability to post a bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer.

C. **Criteria for Approval-** In approving an application for a Planned Residential District, the reviewing authorities 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 approved by the Township Trustees shall constitute an amendment to the Zoning Resolution as it applies to the lands included in the approved amendment. The approval shall be for a period of three (3) years to allow the preparation of plats required by the Subdivision Regulations of Delaware County, Ohio. Where the land is to be developed in phases, plans for phases subsequent to the first phase shall be submitted in accordance with the timetable in the approved development plan. Unless the required plats are properly recorded and work on said development commenced within three (3) years, the approval shall be voided and the land shall automatically revert to FR-1 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

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Township Trustees, based upon recommendations from a Zoning Commission hearing. 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 previously set forth. Application for minor plan modification to be via an "Application for Revision to Development Plan". This application will be approved or disapproved by administrative review process.

F. Plat 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 and plan has been prepared and recorded in accordance with the Subdivision plat and plan shall be in accordance with the approved development plan and shall include:

1. Site arrangement, including building setback lines and space to be built upon within the site; water, fire hydrants, sewer, all underground public utility installations, including sanitary sewers, surface drainage and waste disposal facilities; easements, access points to public right-of-way, parking areas and pedestrian ways; and land reserved for non-highway service use with indication of the nature of such use.
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 tract to be developed for non-residential uses.
3. In the event that any public service facilities not to be otherwise guaranteed by a public utility have not been constructed prior to the 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.

G. Administrative Review- All plats, construction drawings, restrictive covenants and other necessary documents shall be submitted to the Zoning Inspector, the Zoning Commission and the Township Trustees or their designated technical advisors for administrative review to ensure substantial compliance with the development plan as approved.

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H. In the event of disagreement, the Board of Zoning Appeals will arbitrate.

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 two (2) dwelling units per gross acre within the area to be developed, unless the physical boundaries of land or existing developments adjacent thereto on adjoining lands establish an atmosphere inconsistent with the above maximum density of two (2) dwelling units per gross acre. Increased densities may be approved by the Berlin Township Zoning Commission and Township Trustees if it is determined that any of the following conditions exists:

1. The property is directly adjacent and easily accessible to major thoroughfares.
2. The developer provides parks or public open space or recreation space as part of the design of the development.
3. Pedestrian or bike trails are provided as part of the design of the development.
4. Natural or historic areas are retained and protected.

The Zoning Commission and Township Trustees may grant zoning incentives of up to one-half (1/2) unit per gross acre for each of the above standards of quality found to exist; however, the total density for the entire area of the development shall not exceed four (4) units per gross acre.

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

| <u>TYPE OF DWELLING</u> | <u>Maximum Dwelling Units On Any Single Acre</u> |
|-------------------------|--|
| Single Family | 2 (plus incentive units) |
| Two Family Units | 6 |
| Two-Story Apartments | 6 |
| Multi-Family Units | 6 |

B. **ARRANGEMENT OF STRUCTURES**

1. **Setbacks-** The physical relationships of dwelling units, non-dwelling structures and their minimum yard spaces shall be developed in strict compliance with the approved plan or the provisions of Article XXI unless a variance is approved.

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2. **Building Height Limits-** No buildings in this district shall exceed thirty-five (35) feet in height measured from the elevation of the threshold plate at the front door to the highest point of the roof. Chimneys, barns, silos, grain handling conveyors, church spires, domes, flag poles, and elevators shafts are exempted from the height regulation and may be erected to any safe height, not to exceed one-hundred (100) feet in height. No windmills, antennas, or towers shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said tract and not to exceed one-hundred (100) feet in height.

C. **Building Dimensions-** (Floor space requirements)- Each single family dwelling hereafter erected in this district shall have a living area not less than one-thousand (1000) square feet or eight-hundred (800) square feet of ground floor living area, if the residence is multi-story. All such living areas shall be exclusive of basements, porches or garages.

All apartments or other multi-family structures constructed within this district shall contain the following minimum living area:

| | |
|-----------------------------------|-------------------------|
| One (1) bedroom unit | 800 square feet |
| Two (2) bedroom unit | 900 square feet |
| Three or more bedroom unit | 1000 square feet |

D. **Landscaping-** All yards, front, side and rear, shall be landscaped, and all organized open spaces or non-residential use areas shall be landscaped and shall meet the requirements of article XXIII of this Zoning Resolution.

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

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

G. **Signs-** Except as provided under the provisions of this article for home occupations or as controlled by Article XXII of this Resolution an except as permitted by the Board of Zoning Appeals incidental to Conditional Uses, no signs shall be permitted in this district except a "For Sale" or "For Rent of Lease" sign advertising the tract on which the said sign is located. Such sign shall not exceed six (6) square feet in area on each side.

H. **Manufactured/Mobile Home Development Standards-** In the event manufactured/mobile homes are included as a type of residence within this district, construction of pads, etc. shall be in conformity with industry standards currently established by the Mobile Home Park Association, any State or Federal standards and

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regulations established on said subject or any requirements approved or imposed in the plan of developments.

- I. **Exterior Lighting**- All exterior lighting shall meet the lighting requirements of Article XXI of this Zoning Resolution.
- J. A traffic impact report may be required if deemed necessary by the Berlin Township Zoning Commission.
- K. The Berlin Township Zoning Commission and/or Board of Township Trustees may impose special additional conditions relating to the development with regard to type and extent of public improvements to be installed; landscaping, development, improvement, and maintenance of common open space; and any other pertinent development characteristics.

AMENDMENTS FOLLOW

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AMENDMENTS TO SPECIAL WARRANTY DEED

VI. MAINTENANCE

- B.1 Driveway Maintenance. Each Owner shall repair, replace, or maintain driveway in good order and condition at their expense. This shall include cracks over ½ inch in width and replacing any voids greater than four square inches. Proper maintenance includes bi-annual sealing of all asphalt drives.

VIII. USE RESTRICTIONS

- L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on the Property except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from the front side of the residence.
- P. Mailbox. Grantor may designate and require a curb side mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense shall repair or replace such mailbox with another of a like kind, design, pattern, and color as the initial mailbox. The mailbox post may be painted to match the siding or trim of residence (not including the front door color), sealed with a clear preservative, or stained a natural wood color.
- Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by Berlin Township Zoning Resolution, Article XXI, Section 21.13–Lighting Regulations.
- R. Fencing. No fence or wall shall be constructed or placed on any of the Lots, except as provided in this Paragraph or Article VIII, Paragraphs S, below. Ornamental fences integrated with a landscape design are permitted with approval of Grantor or the Design Review Committee, and any fencing installed by Grantor within any Common Area or Entrance Feature Area.
1. Privacy fencing around hot tubs and/or spas shall not exceed eight (8) feet in height.
 2. The fencing shall be painted to match the siding or trim of residence (not including the front door color), sealed with a clear preservative, or stained a natural wood color.
- W. Decks. Acceptable building materials for decks include pressure treated lumber, vinyl, and composite materials. All decks are required to be skirted on all sides, and shall be painted to match the siding or trim of residence (not including the front door color), sealed with a clear preservative, or stained a natural wood color.