

**BOARD OF TRUSTEES**

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950 Locust Corner Road  
Cincinnati, Ohio 45245

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

**PIERCE TOWNSHIP ZONING COMMISSION**

**Public Hearing (Zoom)**

**6:30pm**

**TUESDAY February 2, 2021**

**AGENDA**

Join Zoom Meeting

<https://us02web.zoom.us/j/81120392734?pwd=MGt1QjRQL0lYeUJ5a0d5aEJveVFjdz09>

Meeting ID: 811 2039 2734

Passcode: 436626

Dial by your location

+1 646 558 8656 US (New York)

**I. Call to Order:** Stanley Shadwell, Chair of Zoning Commission

1. Roll Call: Mr. Schuler \_\_\_\_\_ Mr. Stitt \_\_\_\_\_ Mr. Shadwell \_\_\_\_\_ Ms. Cann \_\_\_\_\_ Ms. Frede \_\_\_\_\_ Mr. Campbell \_\_\_\_\_ Ms. Gangwer \_\_\_\_\_
2. Pledge of Allegiance
3. Approval of Meeting Minutes: January 5, 2021

**II. Instructions from the Chair:**

- Anyone who wishes to speak during this Public Hearing (applicant, staff, and the public) must be sworn in. We will allow the public to speak at the appropriate time during this hearing following receipt of the staff report, presentation and questions from the Trustees.
- Oath taken by all attendees and staff wishing to speak during this hearing.

**III. New Business (Public Hearing):**

1. ZC2021-001:
  - a. Staff presentation
  - b. Discussion by the Commission
  - c. Open Public Comment
  - d. Motion to Close Public Comment
  - e. Additional Discussion by the Commission

- *The Zoning Commission shall read the recommendation report from the Clermont County Planning Commission regarding the proposed PUD application into the record prior to taking a vote.*
- f. Motion to recommend approval/denial/approval with modification(s) the application to the Board of Trustees

**IV. Additional Business:**

**V. Motion to adjourn:**

**VI. Meeting adjourned at:**

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Zoning Commission  
Regular Meeting with Public Hearing Minutes  
January 5, 2021  
6:30 p.m.

The Zoning Commission of Pierce Township, Clermont County, Ohio met in Regular Meeting with Public Hearing at 6:30 p.m., on Tuesday, January 5, 2021, at the Pierce Township Administration Building, 950 Locust Corner Road.

**CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chair Dick Schuler called the meeting to order. Board members answering roll call: Mr. Dick Schuler, Mr. Jeff Stitt, Mr. Stan Shadwell, Ms. Donna Cann, and Ms. Susan Frede, personnel who were also present: Mr. Eddie McCarthy, Planning & Zoning Administrator.

**APPROVAL OF MINUTES**

**Approval of Minutes – December 1, 2020 – Regular Meeting**

Mr. Stitt made a motion, seconded by Ms. Cann to approve the minutes of the December 1, 2020, Regular Meeting of the Zoning Commission. Roll call on motion: All aye.

**NEW BUSINESS (PUBLIC HEARING)**

Chair Dick Schuler opened the public hearing on case ZC2020-003 Map Amendment application to rezone all Transitional Residential District (TR) parcels to Single Family Residential (SFR).

**STAFF PRESENTATION**

Mr. McCarthy presented the staff report on case ZC2020-003 Map Amendment application to rezone all Transitional Residential District (TR) parcels to Single Family Residential (SFR).

**PUBLIC COMMENT**

None

**CLOSE PUBLIC COMMENT**

Mr. Stitt made a motion seconded by Mr. Shadwell to close the public hearing. Roll Call on motion: Mr. Schuler, yea; Mr. Stitt, yea; Ms. Cann, yea; Ms. Frede, yea; Mr. Shadwell, yea.

**MOTION**

Ms. Cann made a motion seconded by Mr. Stitt to approve zoning case ZC2020-003 to include the recommendation by staff. Roll Call on motion: Mr. Schuler, yea; Mr. Stitt, yea; Ms. Cann, yea; Ms. Frede, yea; Mr. Shadwell, yea.

**ADDITIONAL BUSINESS**

**NOMINATIONS FOR CHAIR OF PIERCE TOWNSHIP ZONING COMMISSION:**

Call for Nominations: 1<sup>st</sup> Jeff Stitt nominated Dick Schuler  
2<sup>nd</sup> Donna Cann nominated Stan Shadwell

Close of Nominations:

Motion: Mr. Stitt removed his nomination for Dick Schuler for chair.

Motion: Ms. Cann made a motion, seconded by Mr. Schuler to appoint Stan Shadwell as Chair of Pierce Township Zoning Commission with term ending as Chair December 31, 2021.

Vote: Mr. Schuler, yea; Mr. Stitt, yea; Ms. Cann, yea; Ms. Susan Frede, yea; Mr. Shadwell, yea.

**NOMINATIONS FOR VICE-CHAIR OF PIERCE TOWNSHIP ZONING COMMISSION:**

Call for Nominations: 1<sup>st</sup> Donna Cann nominated Susan Frede

Close of Nominations:

Motion: Ms. Cann made a motion, seconded by Mr. Schuler to appoint Susan Frede as Vice-Chair of Pierce Township Zoning Commission with term ending as Vice-Chair December 31, 2021.

Vote: Mr. Schuler, yea; Mr. Stitt, yea; Ms. Cann, yea; Mr. Shadwell, yea; Ms. Frede, yea.

**ADJOURNMENT**

At 6:50 p.m., Mr. Stitt made a motion, seconded by Mr. Shadwell that the Regular meeting be adjourned. Roll call on motion: All aye.

ATTESTED;

The foregoing minutes were approved by the Pierce Township Zoning Commission on February 2, 2021:

\_\_\_\_\_  
Stanley Shadwell, Chair  
Pierce Township Zoning Commission

\_\_\_\_\_  
Date

**Pierce Township  
Zoning Commission  
February 2, 2021  
Case Number: ZC2021-001**

**Major Modification: Glen Mary Park**

**Summary:** An application for a Major Amendment to the Glen Mary Development Plan to convert the present ninety six (96) landownership unit section to fifty six (56) single family dwellings.

**Owner:** Glen Mary Development, LLC

**Applicant:** D.R. Horton

**Property Location:** See attached map

**Property Profile:**

**Acreage:** 16.40 acres +/-

**Current Use:** Vacant

**Zoning:** Amelia PUD-R

**Proposed Zoning:** Pierce PUD-R

**Future Land Use:** Residential Cluster/Attached-Detached

**Adjacent Use(s):** Primarily residential to the north and south, and commercial to the west and east

**Utilities:** Clermont County Sewer/Water

Duke Energy Electric

**Prepared By:** Eddie F. McCarthy, Planning and Zoning Administrator

**Action(s) Required:**

- A. The Zoning Commission shall read the recommendation report from the Clermont County Planning Commission regarding the proposed PUD application into the record prior to taking a vote.
- B. The Zoning Commission shall consider the Planning Commission and staff's recommendation(s) and recommend approval/denial/approval with modification(s) to the Board of Trustees, as it pertains to the foregoing Glen Mary Partners, LLC proposal.

Vicinity Map:



The information contained in this map is a public resource for general information and is provided for use only as a graphical representation. Clermont County makes no warranty as to the content, accuracy, or completeness of the information contained herein and assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused or any decision made or action taken by the user in a reliance upon any information furnished hereunder.

**Glen Mary Major Modification**

Date: 1/26/2021



**Pierce Township  
Zoning Commission  
February 2, 2021  
Case Number: ZC2021-001**

**Applicant Proposal:**

The Major Modification proposed is a conversion of 96 condominium/landominium units to 56 single family dwellings along the northern section of the Glen Mary property, also known as Phases III and IV.

**Highlights:**

- 1) 27% open space proposed along with walking trails and picnic tables; (Deficient) 35% req'd.
- 2) SFDs ranging in size from 1,635 sq. ft – 2,546 sq. ft.
- 3) Lot sizes ranging in size from 5,870 sq. ft – 13,656 sq. ft.; (Deficient) 51 of the 56 lots (91%) are under the 10,500 sq. ft minimum required by the PUD.
- 4) The properties are proposed to be served by Clermont County Sewer and Water, while stormwater is proposed to be managed by an on site stormwater retention/detention facilities (to be managed by the Homeowner's Association).
- 5) Roadway to be dedicated to the Township:  
Snapdragon Drive 883.11 LF  
Virginia Lane 855.55 LF
- 6) Sidewalks proposed on both sides of the street will be maintained by the HOA. Trails proposed also to be maintained by the HOA.

**Waivers Requested:**

- 1) Lot Area
- 2) Lot Width
- 3) Side Yard Setbacks

**Not Requested:**

- 4) Open Space
- 5) Maximum Gross Density

## **Staff Analysis and Recommendation:**

### **History:**

- The Preliminary Development Plan (PDP) was approved by the Amelia Planning Commission on May 20, 2019 with 4 conditions.
- On July 18, 2019: The Village Council (Village of Amelia) accepted the Planning Commission's recommendation for approval (with conditions). The PDP approval was for 65 Single Family Dwelling Units and 120 Multi Family Condominium Units.
- November 2019: The Village of Amelia voted to dissolve
- March 2020: The Zoning Commission approved the Final Development Plan (under Amelia Zoning) with 9 conditions.
- September 2020: The Board of Zoning Appeals approved the request to classify the applicant's Condominium to Landomonium conversion submittal as a Minor Modification
- January 2021: The Clermont County Planning Commission voted to recommend approval of the applicant's proposal.

### **Staff Analysis:**

Staff has reviewed the applicant's January 12, 2021 plan submittal in accordance with the Pierce Township Zoning Resolution, specifically Article 17.10 D. 4) and Article 7. Staff has interpreted the foregoing proposal as a major modification to the Preliminary Development Plan, not simply the Final Development Plan. As such, modified Preliminary Development Plans are required to comply with the Pierce Township Zoning Resolution.

### **Comments and Deficiencies:**

- 1) 7.03 C) 1) (c) (iii) – Describe site inspection details including silt management in public roadways, contact information.
  - i. The 25' buffer should be staked so as to prevent disturbance of vegetation.
  - ii. The 25' buffer vegetation protection and additional plantings (deciduous) should be prioritized along 1408 and 1407 Naegele. Show any trees to be removed and replaced. 10.05-1



**Pierce Township  
Zoning Commission  
February 2, 2021  
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- iii. The lots backing up to the 50' easement should have a berm in the rear yard within the 25' buffer if evergreen screen is not proposed for example. (See 8 below) (111-124)
  - iv. Fencing will need to be addressed in this location as well. It has the possibility of becoming a front yard and could result in non-conforming fencing.
- 2) 7.03 C) 1) (c) (iv) Describe general phasing and timeline for buildout.
- 3) Open Space: Trail between 78-79 connecting up into Snapdragon should be fenced and/or surfaced and landscaped to delineate as an active connector (active open space)
- a. The lots through which an easement is shown could be spaced using land from Lot 86.
  - b. Fire access connector should have a pedestrian connection to link pedestrian flow between Naegele into the development. (active open space)
  - c. Open space installation should be prioritized and built as each unit is constructed, not on the back end. (See Phasing Timeline)
  - d. 7.04 F. 7) – Deficient – Street Trees present but on lot vegetation not present
    - i. A few canopy tree plantings should be considered in the rear yard of lots of 20-38
    - ii. Lot 86 appears to be a wasted lot
- 4) Landscaping - Eastern Red Cedar, Green Giant Arborvitae and/or Spring Grove Arborvitae should be mixed in along the backyard (northern buffer) in place of some of the proposed maples; in accordance with the landscaping regs.
- 5) Glen Mary sidewalks remain unconstructed
- 6) Architecture: 7.04 G) Confirm facades may not exceed 10% of vinyl coverage/
  - a. Side(s) and rear of structures should be limited to 50% vinyl max per higher standard of PUD
  - b. Mixing in structure options that allow detached, side entry and/or recessed carriage garages is advisable. The garage is very prominent in each rendering proposed.
- 7) Connection to Pond View not shown per Land Use Plan
  - a. Total 50' easement may potentially be removed as part of this connection.

**Land Use Review:**

- The proposal appears to be generally compliant with the Land Use Plan.

**Land Use Plan Review:** The Land Use Plan appears to generally support the property in question being used for residential purposes/Planned Business Park. The primary friction with the Amelia Land Use Plan is due to the fact that the proposal area is generally detailed as “R-PD Residential Cluster” (Figure 16 and Figure 7 of the Amelia Land Use Plan), townhomes and single family units. However, R-PD is stated as “offering a variety of housing types arranged in a way that promotes open space preservation.” In this way, the applicant has not proposed a variety of housing types; they are proposing solely single family dwellings.

**Pierce Township  
Zoning Commission  
February 2, 2021  
Case Number: ZC2021-001**

The present proposal is supported by 5 Goal(s), Objective(s) and/or Policies and conflicts with 2. As such, the proposal is in general conformance with the goals, and objectives of the Comprehensive Plan.

- The Land Use Map designates the subject parcels as Residential Cluster/Attached-Detached. (V-20)
- **Support:**
  - **Objective:** Promote the development of a new connector road south from Main Street, capable of establishing east-west traffic, for directing local traffic to defined intersections with Main Street, and for providing access to existing and new development.
  - **Objective:** Promote a variety of residential patterns, which reinforce the small town scale, and intimacy of residential areas.
  - **Objective:** Promote homeownership and encourage the creation of housing which addresses all economic segments of the population.
  - **Objective:** Protect and preserve sensitive natural environments from their development and integrate them into residential neighborhoods.
  - **Objective:** Safe foot and bicycle traffic should be encouraged in order to provide for access to residences and businesses along Main Street.
  - Further compliance is demonstrated by the applicant with the dedication of 50' of ROW for the "Amelia Parkway" detailed within the Amelia Land Use Plan.
- **Conflict:**
  - **Objective:** Promote street connectivity and establish a network of local streets.
  - **Objective:** Develop and maintain the required facilities, equipment, and personnel needed by existing and future departments to respond to the various community needs.

**Staff Recommendation and Zoning Commission Decision:**

Staff has reviewed the proposal in accordance with the Land Use Plan(s) and Pierce Township Zoning Resolution and recommends that the Zoning Commission recommend approval of the application contingent upon the following (crucial features/conditons):

1. *The proposed 50' access easement(s) to be granted to the Township is to be maintained by the Homeowner's Association until such time that the easement is developed.*
2. *Shapefiles are required for easements proposed.*
3. *The wedge area, as shwon, and as created by the proposed access easement must be maintained by the HOA, as applicable.*
4. *The fire access surface is to be designed in conjunction with review and recommendation from the Fire Chief (Pierce Township).*
5. *Active Open Space shall be completed prior to the commencement of Phase IV.*
6. *Open space and trails to be owned jointly or in common by the owners of the building lots with maintenance provided through a homeowners' association.*
7. *The PUD shall link to the Single Family Residential (SFR) use table and accessory structure regulations.*
8. *The applicant must comply with all federal, state and local regulations.*

**Waiver Request(s) – Development Agreement Item(s) cont.:**

- 1) Lot Area-7.04-2: Minimum Lot sizes are below the 10,500 minimum sq. ft. (56 lots are under 10, 500 sq.ft)

***Recommendaton:***

- 1)*Approve with a commitment to redistribute 10,000 sq. ft (+/-) of Open Space Lot 86 to augment the size of at least 10 lots in the 6k sq. ft range.*
- 2)*Approve with a commitment to create space and surface the trail between 40/41 and 79/78.*

- 2) Lot Width 7.04-2: Minimum Lot width 60' (52' on multiple lots)
- 3) Side Yard Setbacks 7.04-2: Minimum Side Yard 8' (Proposed 5' min; 13' total)

***Recommendation:***

**Pierce Township  
Zoning Commission  
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- 1) Approve 2) and 3) with a commitment to build proposed homes to a higher standard; facades may not exceed 10% vinyl coverage and the side and rear of the structures may not exceed 50% vinyl coverage*
- 2) An additional housing option that offers a 1+ car garage variation including recessed carriage and/or detached shall be offered.*

**Waivers Not Requested:**

- 4) Open Space-7.04-1: Maximum gross density exceeds 2.00 dwelling units/acre. (3.41 proposed)  
*Recommendation: Approve reduction with a commitment to complete the trail network connecting Naegele, as well as Phase I/II to II/IV*
- 5) Maximum Gross Density - 7.04-1: Maximum gross density exceeds 2.00 dwelling units/acre (3.41 proposed)  
*Recommendation: Approve in conjunction with 1) Lot Area*
- 6) On Lot Vegetation  
*Recommendation: Deny*

**Determination(s):**

**(e) Action by the Zoning Commission**

**(i) Within 30 days after the Zoning Commission’s Stage II public hearing, the Zoning Commission shall recommend the approval, approval with modifications, or denial of the proposed Stage II Preliminary Development Plan and PUD Zoning Map Amendment. The following items shall be transmitted to the Board of Trustees:**

- (aa)** Zoning Commission recommendation
- (bb)** PUD application
- (cc)** Stage II Preliminary Development Plan
- (dd)** Recommendation of the Clermont County Planning

**Pierce Township  
Zoning Commission  
February 2, 2021  
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Commission.  
(ee) Draft PUD Development Agreement

(ii) The Zoning Commission shall consider the following criteria as conditions for the review and approval of the Stage II Preliminary Development Plan:

(aa) The Preliminary Development Plan is consistent with the intent and purpose of this zoning resolution and, in particular, the furtherance of the purpose of the PUD as set forth in Section 7.02 (Purpose Statements).

(bb) The Preliminary Development Plan is consistent with the current Pierce Township Land Use Plan Update.

(cc) The internal streets and primary and secondary roads that are proposed are adequate to serve the proposed development and properly interconnect with the surrounding existing road network as designated on the Pierce Township Thoroughfare Plan. The plan must demonstrate that improvements or other actions have been or will be taken to mitigate those traffic problems identified by the Zoning Commission, and or in the traffic impact study, if required, that are attributable to the proposed development.

(dd) The proposed infrastructure, utilities and all other proposed facilities are adequate to serve the planned development and properly interconnect with existing public facilities.

(ee) The proposed uses, location and arrangement of structures, lots, parking areas, walks, open spaces, landscaping, lighting and appurtenant facilities are compatible with the surrounding land uses.

(ff) Required resource protection land and open space areas are identified and provisions have been made for the care and maintenance of such areas.

(gg) The PUD is designed to minimize the impact on the natural environment and complies with the performance standards set forth in Section 7.04.

(hh) The Preliminary Development Plan has been transmitted to all other Township, County, State

**Pierce Township  
Zoning Commission  
February 2, 2021  
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and or Federal agencies and departments  
charged with responsibility of review.

**(iii)** When the Township is reviewing a new or modified Preliminary Development Plan following the expiration of a previous development plan (See Section 7.03 (E) (Time Limits), the Township may take into consideration changes in Township land use and development policy when making recommendations and decisions related to the Preliminary Development Plan.

**(iv)** The Zoning Commission's decision on the preliminary development plan is an administrative action and is not subject to referendum.

**(v)** Copies of the findings and recommendations of the Zoning Commission shall be made available to any interested persons.

**(vi)** The Zoning Commission shall read the recommendation report from the Clermont County Planning Commission regarding the proposed PUD application into the record prior to taking a vote

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February 2, 2021

**Draft PUD Development Agreement**

***Waiver(s):***

- 1) Lot Area-7.04-2: Minimum Lot sizes are below the 10,500 minimum sq. ft. (56 lots are under 10, 500 sq.ft)  
*1) Commitment to redistribute 10,000 sq. ft (+/-) of Open Space Lot 86 to augment the size of at least 10 lots in the 6k sq. ft range.*  
*2) Commitment to create space and surface the trail between 40/41 and 79/78.*
- 2) Lot Width 7.04-2: Minimum Lot width 60' (52' on multiple lots)
- 3) Side Yard Setbacks-7.04-2: Minimum Side Yard 8' (Proposed 5' min; 13' total)  
*1) Approve 2) and 3) with a commitment to build proposed homes to a higher standard; facades may not exceed 10% vinyl coverage and the side and rear of the structures may not exceed 50% vinyl coverage.*  
*2) An additional housing option that offers a 1+ car garage variation including recessed carriage and/or detached shall be offered.*
- 4) Open Space-7.04-1: Maximum gross density exceeds 2.00 dwelling units/acre. (3.41 proposed)  
*1) Approve reduction with a commitment to complete the trail network connecting Naegele, as well as Phase I/II to II/IV*  
*2) Approve reduction with a commitment to install Eastern Red Cedar, Green Giant Arborvitae and/or Spring Grove Arborvitae to be mixed in along the backyard (northern buffer) in place of some of the proposed maples; in accordance with the landscaping regs.*
- 5) Maximum Gross Density - 7.04-1: Maximum gross density exceeds 2.00 dwelling units/acre. (3.41 proposed)  
*1) Approve in conjunction with 1) Lot Area*

***Site Inspection and Project Phasing Details:***

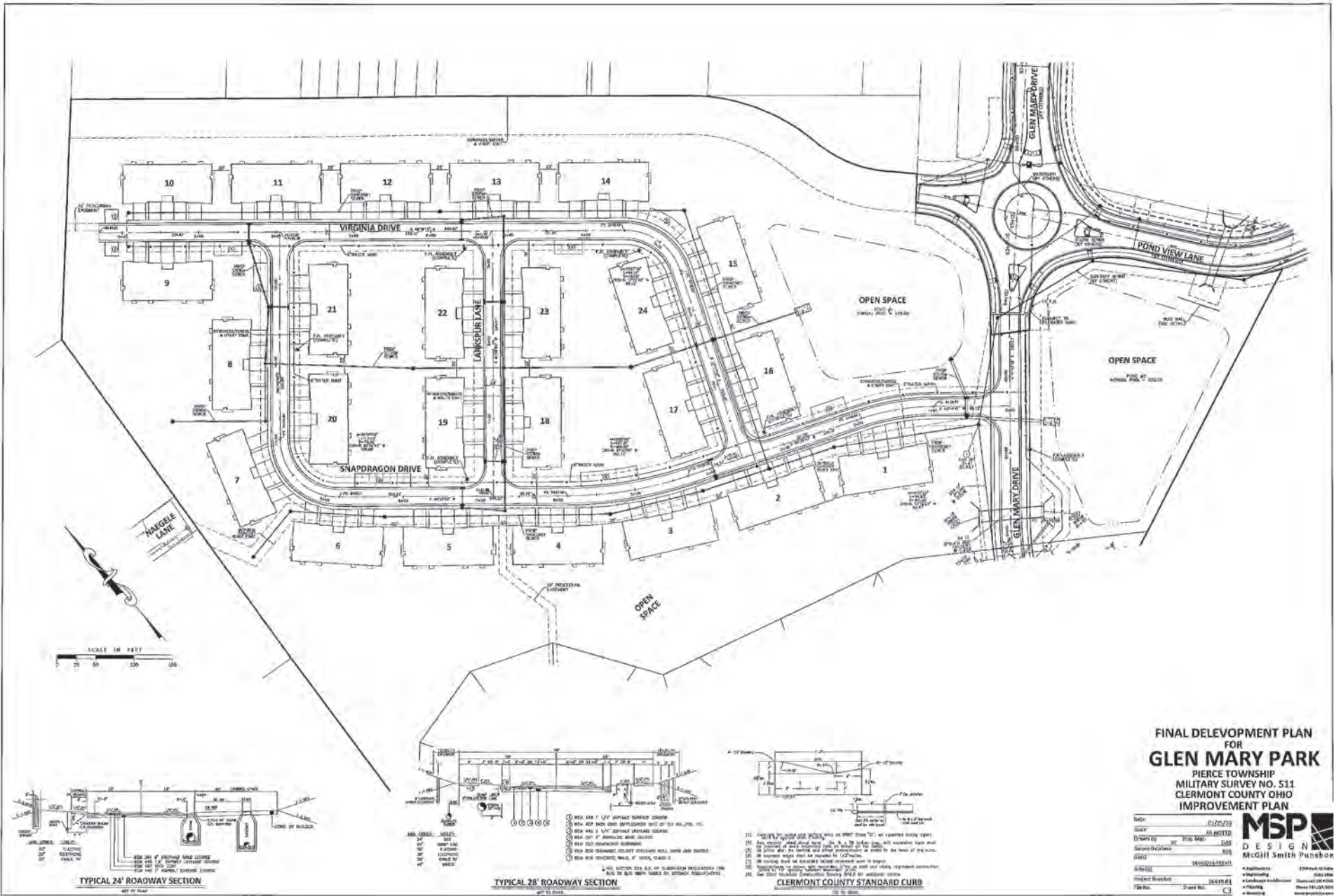
- 1) Active Open Space shall be completed prior to the commencement of Phase IV.***
- 2) Proposed buildout expected to be complete by (DATE)***

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***General Condition(s):***

- 1. The proposed 50' access easement(s) to be granted to the Township is to be maintained by the Homeowner's Association until such time that the easement is developed.***
- 2. Shapefiles are required for easements proposed.***
- 3. The wedge area, as shown, and as created by the proposed access easement must be maintained by the HOA, as applicable.***
- 4. The fire access surface is to be designed in conjunction with review and recommendation from the Fire Chief (Pierce Township).***
- 5. Active Open Space shall be completed prior to the commencement of Phase IV.***
- 6. Open space and trails to be owned jointly or in common by the owners of the building lots with maintenance provided through a homeowners' association.***
- 7. The PUD shall link to the Single Family Residential (SFR) use table and accessory structure regulations.***
- 8. The applicant must comply with all federal, state and local regulations.***





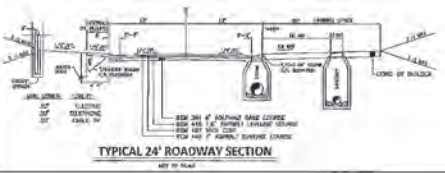
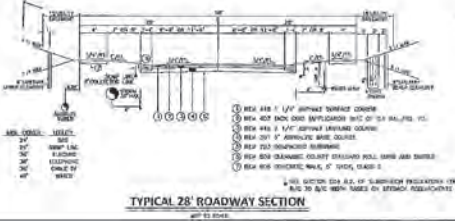
FINAL DEVELOPMENT PLAN  
FOR  
**GLEN MARY PARK**  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
IMPROVEMENT PLAN



Date: 01/26/20  
Drawn by: AS/BJR  
Checked by: JCS  
Surveyed by: JCS  
DWG: 16460214-001  
Project Number: 16460214  
File No: 16460214  
Sheet No: 3

• Professional Seal  
• Engineering  
• Landscape & Architecture  
• Planning  
• Surveying  
• Civil  
• Mechanical  
• Electrical  
• Structural  
• Environmental  
• Historic Preservation

- (1) CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.
- (2) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.
- (3) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.
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- (22) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.
- (23) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.
- (24) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE.



January 27, 2021

Mr. Eddie F. McCarthy  
Planning & Zoning Administrator  
Pierce Township, Ohio  
950 Locust Corner Road  
Montgomery, OH 45245

RE: Glen Mary Park Subdivision  
Major Modification to a PUD Plan

Dear Mr. McCarthy,

Thank you for your review comments we received in an email correspondence dated January 22, 2021 for the above referenced application. Please note our comments below:

- 1) *Confirm that the prior traffic study is sufficient, considering there are now fewer dwelling units in total. In our opinion the attached traffic impact memorandum report prepared by SHA Engineering, LLC., dated 2/03/2017 is sufficient in the fact that the referenced traffic memorandum estimated future trip generations for the proposed Glen Mary Park Subdivision to consist of 85 single family detached dwelling units and 168 condominium dwelling units. The proposed Major Modification application results in an overall dwelling unit count of 121 single family dwelling units for the proposed subdivision, resulting in less trips than estimated in the report and less impact to the surrounding roadway infrastructure.*
- 2) *7.03 C) 1) (c) (iii) – Describe site inspection details including silt management in public roadways, road damage, contact information (Contractor Hotline), surety for remedying etc. As part of the subdivision application process we, the developer and the builder will need to comply with all State and County requirements as they relate to storm water management practices and Best management Practices (BMP's). A detailed Storm Water Pollution Prevention Plan (SWPPP) will be created prior to the start of construction. The SWPPP will be submitted to the County for their records and will include all contact information related to the project and persons in charge to ensure BMP compliance. Please note, the roadways proposed are public roadways and will be subject to the County Subdivisions Regulations, section 320 "Assurance and Completion" requirements including Article VIII of the subdivision regulations.*
  - a. *Grading should be revised to protect the 25' existing vegetation buffer along the perimeter of the site. (Particularly the southern and western boundaries). Please see the attached revised grading plan.*
    - i. *Areas disturbed where vegetation is removed should be replanted with deciduous trees (southern boundary) OK*
    - ii. *The 25' buffer should be staked so as to prevent disturbance of vegetation. OK*
    - iii. *The 25' buffer vegetation protection and additional plantings (deciduous) should be prioritized along 1408 and 1407 Naegele. Show any trees to be removed and replaced. 10.05-1 OK*

---

Mr. Eddie F. McCarthy  
Planning & Zoning Administrator

- iv. *The lots backing up to the 50' easement should have a berm in the rear yard within the 25' buffer if evergreen screen is not proposed for example. (See 8 below) (111-124) No berm is proposed for the lots backing up to the 50' easement. The buffer will be modified to reflect an evergreen buffer/screening.*
  - v. *Fencing will need to be addressed in this location as well. It has the possibility of becoming a front yard and could result in non-conforming fencing. In our opinion the front yard is along the dedicated public roadway and not the 50' ingress/egress easement. Therefore the yard that abuts the 50' easement would be consider a rear yard and future fencing should not be an issue.*
3. *7.03 C) 1) (c) (iv) Describe general phasing and timeline for buildout, when sidewalks will be installed etc. It is foreseen that all phases of the roadway infrastructure and sidewalk will be completed by the end of 2021.*
  4. *7.04-1: Maximum gross density exceeds 2.00 dwelling units/acre. (3.41 proposed) The proposed density is less than the previously approved density of 65 single family residential units and 96 attached units (4.55 du/ac.).*
  5. *7.04-1: Minimum Open Space provided is below 35% - Proposed 27% The open space proposed is consistent with the previously approved plan for the subject development.*
    - a. *Open Space: Trail between 78-79 connecting up into Snapdragon should be fenced and/or surfaced and landscaped to delineate as an active connector (active open space) OK*
      - i. *The lots through which an easement is shown could be spaced using land from Lot 86. OK*
      - ii. *Pedestrian connection to Kroger plaza is not shown. In our opinion a pedestrian connection to the adjacent Kroger plaza is not warranted.*
    - b. *Fire access connector should have a pedestrian connection to link pedestrian flow between Naegele into the development. (active open space) OK*
    - c. *Open space installation should be prioritized and built as each unit is constructed, not on the back end. Open Space installation and amenities will be constructed as warranted by the demand of the local residence.*

- d. 7.04 F. 7) – Deficient – Street Trees present but on lot vegetation not present*
- i. A few canopy tree plantings should be considered in the rear yard of lots of 20-38 The only tree plantings that will occur in the rear lots will be per the submitted landscape plan no additional tree plantings will be placed in the rear of the proposed lots.*
  - ii. Lot 86 appears to be a wasted lot OK*
6. 7.04-2: Minimum Lot sizes are below the 10,500 minimum sq. ft. The minimum lot sizes are consistent with the previously approved plan.
7. 7.04-2: The side yard setbacks are deficient. The minimum side yard setbacks are consistent with the previously approved plan.
8. Landscaping - Eastern Red Cedar, Green Giant Arborvitae and/or Spring Grove Arborvitae should be mixed in along the backyard (northern buffer) in place of some of the proposed maples; unless a berm is proposed in accordance with the landscaping regs. OK – No berm is proposed.
9. Fencing along pond? No fencing is proposed around the pond.
10. Glen Mary sidewalks remain unconstructed – The proposed sidewalks will be constructed in 2021. We are currently waiting on Duke Energy to construct all unground utilities.
11. Architecture: 7.04 G) Confirm facades may not exceed 10% of vinyl coverage/ Architecture will be in conformance with the approved Township requirements for Phase 1 and Phase 2. 60% of building facades are to be stone, brick, masonry, concrete composite, or Hardie Board.
- a. Side(s) and rear of structures should be limited to 50% vinyl max per higher standard of PUD See Item 11 above.*
  - b. Mixing in structure options that allow detached, side entry and/or recessed carriage garages is advisable. The garage is very prominent in each rendering proposed.*  
OK

*12. Connection to Pond View not shown per Land Use Plan*

- a. Total 50' easement may potentially be removed as part of this connection. In our opinion, it would be poor planning to mix the residential traffic from the proposed Glen Mary Park development with the potential retail/commercial traffic that would include delivery trucks. The future Pond View commercial drive should remain independent from the proposed Glen Mary Park Residential Subdivision.*

*If properly planned, Pond View Drive could serve as an east west commercial drive connecting the existing Kroger's store and surrounding retail with potential future retail development to the East of Glen Mart Drive located along S.R. 125. Relieving traffic congestion along S.R. 125.*

Please contact us if additional information is required.

Sincerely,

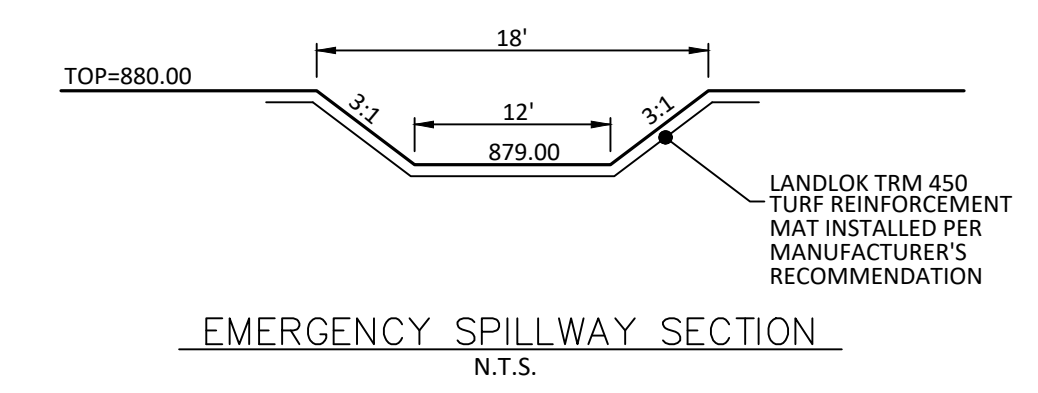
Beavercreek Interests, LLC.



Edwin Farruggia

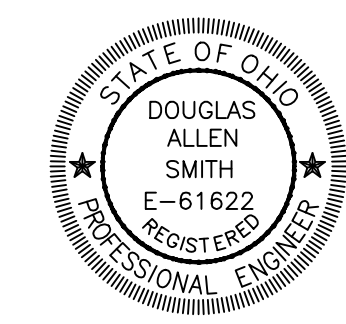
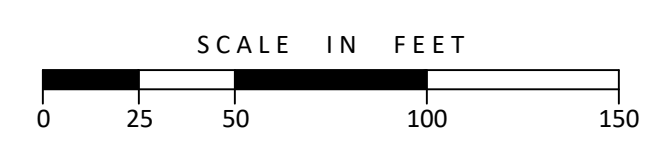
Enc.

cc: Mr. Joe Farruggia – Beavercreek Development, LLC.  
Mr. Richard Paolo – Aronoff Rosen and Hunt, LPA.  
Mr. Doug Smith – McGill Smith Punshon, Inc.



DETENTION BASIN PERFORMANCE DATA

FREQUENCY (YR.)	Q <sub>OUT</sub> (CFS)	Q <sub>ALLOW</sub> (CFS)	PEAK ELEV. (ABOVE MSL)	STORAGE VOLUME (C.F.)
25	3.1	6.9	876.3	54,035
100	5.2	19.0	876.5	60,444



**FINAL DEVELOPMENT PLAN  
MAJOR MODIFICATION  
FOR  
GLEN MARY PARK**  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
GRADING & S.W.P.P.P. PLAN

REVISIONS

REVISIONS	DATE
ISSUE	01/07/21

Date: 01/07/21  
 Scale: AS NOTED  
 Drawn By: BC Proj. Mgr. DAS  
 Survey Database: N/A  
 DWG: 16449014-PRE-02-PH 3-4  
 X-Ref(s):  
 Project Number: 16449.02  
 File No.: Sheet No. C5

**MSP**  
DESIGN  
McGill Smith Punshon

Architecture 3700 Park 42 Drive  
 Engineering Suite 190B  
 Landscape Architecture Cincinnati OH 45241  
 Planning Phone 513.759.0004  
 Surveying www.mspsdesign.com

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N:\land\_projects\16000\16449\dwg\16449014-PRE-02-PH 3-4.dwg, MF-5 GBA, 1/25/2021, 8:24:08 AM, dmm, 1:1

January 7, 2021

Mr. Eddie F. McCarthy  
Planning & Zoning Administrator  
Pierce Township, Ohio  
950 Locust Corner Road  
Cincinnati, OH 45245

RE: Glen Mary Park Subdivision  
Major Modification to a PUD  
MSP No. 16449.02

Dear Mr. McCarthy,

On behalf of the applicant, D.R. Horton, we are pleased to submit for review and consideration the attached major modification to an approved final development plan for the above referenced subdivision.

The attached modification proposes one hundred and twenty-one single-family residential lots and five open space lots to be constructed in four phases. Phase I contains thirty-five newly created single-family residential lots as recorded in Plat Cabinet 19, Pages 12-14 of the Clermont County Recorder's Office. Phase II contains thirty single-family residential lots that are currently under construction.

Phases III and IV pertain to the requested modification. In lieu of the approved multi-family section that proposed twenty-four buildings containing 4 condominium units each, for a total of ninety-six condominium units. The attached modification proposes fifty-six single-family residential lots similar in like and kind as approved and recorded in Phases I. Reducing the proposed density for the overall development from 4.55 du/ac. to 3.42 du/ac.

The attached preliminary plan proposes 6.84 acres (20.0%) of open space preserving the natural streams, woodlands, and bodies of water. The open space area located in phase three is proposed as an active open space area with walking paths, sitting areas, and picnic tables for local residents to congregate and enjoy the pond and well landscaped open space area. All open space areas are proposed to be maintained by an established home owner's association.

We request that this application be considered by the Township's Zoning Commission at their regularly scheduled February, 2021 Zoning Commission meeting.

Sincerely,

McGill Smith Punshon, Inc.



Douglas A. Smith, P.E., P.S.  
Associate  
Enc

fee \$1800.00

BOARD OF TRUSTEES  
Allen M. Freeman  
Nicholas J. Kelly  
Dr. Peter J. Kambelos, MD

Fiscal Officer  
Debbie S. Schwey

Administrator  
Loretta E. Rokey



RECEIVED  
JAN 12 2021  
BY: LW

50 Locust Corner Road  
Cincinnati, Ohio 45245

(513) 752.6262  
Fax # (513) 752.8981  
[www.piercetownship.org](http://www.piercetownship.org)

### MAJOR MODIFICATION TO A PUD APPLICATION FOR ~~ZONING~~ AMENDMENT

APPLICATION NUMBER: \_\_\_\_\_

NAME OF APPLICANT: D.R. Horton

MAILING ADDRESS: 8180 Corporate Park Drive, Suite 100, Cinti, OH 45242

PHONE: 513-297-3460

FAX NUMBER: \_\_\_\_\_

EMAIL: tpcurran@drhorton.com

If agent, please explain relationship (architect, lawyer): \_\_\_\_\_

Request zone change from: N/A to N/A

Total Area: 35.37 Acres

Addresses of property (if assigned): Pond View Drive

List current owner of record, deed book and page and Auditor's parcel number of each parcel;

1. Glen Mary Development, LLC

2. Parcel No. 290109.133. O.R. 2851 - Pg. 4675

3. Parcel No. 290109.134. O.R. 2851 - Pg. 4675

4. \_\_\_\_\_

5. \_\_\_\_\_

Attach additional listings if needed

Applicant: Thomas Curran - Thomas Curran, D.R. Horton

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

Note: Application is not complete until all information is received as required by the Zoning Resolution and Ohio Revised Code



BOARD OF TRUSTEES  
Allen M. Freeman  
Nicholas J. Kelly  
Dr. Peter J. Kambelos, MD

Fiscal Officer  
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[www.piercetownship.org](http://www.piercetownship.org)

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2. Parcel No. 290109.133. O.R. 2851 - Pg. 4675
3. Parcel No. 290109.134. O.R. 2851 - Pg. 4675
4. \_\_\_\_\_
5. \_\_\_\_\_

Attach additional listings if needed

Applicant: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner: [Signature] 1/11/21

Note: Application is not complete until all information is received as required by the Zoning Resolution and Ohio Revised Code

Major Modification Application- Adjoiners - Glen Mary Subdivision, PH 3 and PH4

MSP No. 16449.02

05-01-02.036. Batavia Township Board of Trustees 1535 Clough Pike Batavia, OH 45103	28-28-07D-224. Matthew & Christa Stiverson 3590 Hiatt Avenue Amelia, OH 45102	29-01-09.039. Fort Theisz, LLC. 9012 Whispering Pine Curve Sylvania, OH 43560
05-01-02.112. Tall Trees Community Assoc. C/O Towne Properties 11857 Kemper Springs Drive Cincinnati, OH 45240	28-28-07D-225. Lisa Connelly and Telly Kools 3588 Hiatt Avenue Amelia, OH 45102	29-01-09.042. Diverse Limited C/O Dan Lloyd Jr. 2850 Sanch Panza Court Punta Gorda, FL 33950
05-01-02.113. Pierce Township Board of Trustees 950 Locust Corner Road Cincinnati, OH 45245	28-28-07D-227. Kirby & Diane Richards 3584 Hiatt Avenue Amelia, OH 45102	29-01-09.043. Patrick & Linda Campbell 190 West Main Street Amelia, OH 45102
05-01-02.121. Community Improvement Corp. of Amelia Village 44 West Main Street Amelia, OH 45102	28-28-07D-228. Janice & Deonna Hicks 3582 Hiatt Avenue Amelia, OH 45102	29-01-09.124. James H. Grimes 3415 Oyster Bay Court Cincinnati, OH 45244
28-28-07B-053. Donna L. Smith 1398 Locust Lake Road Amelia, OH 45102	28-28-07D-239. Steven & Bonnie Pfeiffer 3575 Hiatt Avenue Amelia, OH 45102	29-01-09.126. Fort Theisz, LLC. 9012 Whispering Pine Curve Sylvania, OH 43560
28-28-07B-054. William J. Rapp 1 East Main Street Amelia, OH 45102	28-45-43A-032. Matthew & Alicia Tonkin 1408 Naegelé Road Amelia, OH 45102	29-01-09.131. James H. Grimes 3415 Oyster Bay Court Cincinnati, OH 45244
28-28-07B-140. Martha & Francis Rapp 1438 Locust Lake Road Amelia, OH 45102	28-45-43A-033. Zachary T. Dunn 1407 Naegele Amelia, OH 45102	29-01-09.132. Clermont Health Realty, LLC. C/O Prodigy Properties Receive 5254 Ridge Road Cincinnati, OH 45213
28-28-07D-223. Nicole Ducharme & Robert Moyer 3592 Hiatt Avenue Amelia, OH 45102	29-01-09.021. Parobek & Godfroy Real Estate Co. LLC. 99 West Main Street Amelia, OH 45102	29-01-09B-047. Michael & Carole Cosse 3257 Daytona Avenue Cincinnati, OH 45211
29-01-09B-048. Michael & Carole Cosse 3257 Daytona Avenue Cincinnati, OH 45211	29-01-09.029. Andrew & Michele Vaske 140 West Main Street Amelia, OH 45102	29-01-09B-051. Michael & Carole Cosse 3257 Daytona Avenue Cincinnati, OH 45211

**Major Modification Application- Adjoiners - Glen Mary Subdivsion, PH 3 and PH4**  
**MSP No. 16449.02**

29-01-09B-049.  
Michael & Carole Cosse  
3257 Daytona Avenue  
Cincinnati, OH 45211

29-01-09B-052.  
Michael & Carole Cosse  
3257 Daytona Avenue  
Cincinnati, OH 45211

29-01-09B-062.  
IHM, LLC.  
C/O George Wisbey  
2215 Snyder Road  
Batavia, OH 45103

29-01-09B-050.  
Michael & Carole Cosse  
3257 Daytona Avenue  
Cincinnati, OH 45211

29-01-09B-060B  
Fort Theisz, LLC.  
9012 Whispering Pine Curve  
Sylvania, OH 43560

29-01-16.177.  
Select Strategies, LLC.  
400 Techne Center Drive  
Suite 320  
Milford, OH 45150

**Glen Mary Park Subdivision  
Major Modification to PUD Plan  
Glen Mary Drive  
Pierce Township, Clermont County, Ohio**

**Project History**

Prior to January 2018 the subject property was located in Pierce Twp. On January 26, 2018 53.566 acres of land was annexed into the Village of Amelia (Amelia Ordinance No. O-2018-06) from Pierce Township of which the subject property approximately 36 was a part of. When annexed the entire property, 53.566 acres was zoned B-1 "Local Business District" to permit an Assisted Living Facility (Premiere Health) to be constructed on 11.90 acres.

The Village using tax increment finance dollars constructed new public roadways, Glen Mary Drive, and Pond View Drive with supporting infrastructure to serve the property including roadway widening improvements to West Main Street (S.R. 125).

A public meeting was held by the Village of Amelia Council on December 20, 2018 to review and consider a zone change for the subject property from B-1 "Local Business District" to R-1 "Residential District". Council approved the zone change request on January 17, 2019.

Application was made on January 31, 2019 to review and consider an application for a R-PUD with a supporting preliminary development plan. The preliminary development plan proposed 65 single-family lots and 120 multi-family condominium units, 24 buildings containing 5 units each on approximately 36 acres of land, a density of 5.14 du/acre.

Amelia Planning Commission approved the R-PUD application and preliminary development plan on May 20, 2019 with the following conditions:

- 28' public street for the single-family section
- 50' easement along the northeast property line
- 25' Greenbelt Easement
- Sidewalks on both sides of the street for the single-family section and on one side of the street for the multi-family section.

Amelia Council approved the R-PUD application and preliminary development plan on July 18, 2019.

The residence of Amelia voted to dissolve the Village of Amelia, November 2019.

Application was made to Pierce Township on February 11, 2020 to review and consider the final development plan for the subject property per Amelia Zoning section 152.061 and approval of a final development plan per Pierce Township Moratorium Resolution No. 2020-001. The final development plan proposed 65 single-family lots and 96 multi-family condominium units, 24 buildings containing 4 units each on approximately 36 acres of land, a density of 4.47 du/ac. Pierce Township Zoning Commission approved the final development plan on March 03, 2020 with the following conditions:

- All easement areas, including easements to be granted to the Township shall be maintained by the HOAs.
- The wedge area, described above, as created by the proposed access easement must be maintained by the HOA, as applicable.
- Agreements regarding easement dedication must be submitted.
- Shapefiles are required for easements proposed.
- A turnaround is to be installed in sections where dead-end streets are created due to construction not commencing within 1 year.
- Approval conditions are to be placed on the Final Development Plan, including maximum heights for accessory and primary structures, as well as fences
  - Accessory Structures: Applicant to use Pierce Township accessory structure standards, as of 3/3/3020)
  - Fences: Applicant to use Pierce Township fence standards, as of 3/3/3020)
- The applicant must comply with all federal, state and local regulations.
- Architectural Standards: 60% of building facades are to be stone, brick, masonry, concrete composite or hardie board.
- The fire access surface is to be designed in conjunction with review and recommendation from the Fire Chief (Pierce Township).

Application was made on March 31, 2020 to the Clermont County Planning Commission to review and consider an application for a subdivision Design Plan. The design plan proposed 65 single-family lots and 96 multi-family condominium units, 24 buildings containing 4 units each on approximately 36 acres of land, a density of 4.47 du/acre.

The Clermont Planning Commission approved the subdivision design plan application on April 28, 2020 with the following conditions:

- The project engineer shall add the following requirements to the Glen Mary Park Design Plan:
  - Remaining acreage for parcel 29-01-09.040 with proposed consolidation and proposed land use.
- Parcel 29-01-09.128 and part of parcel 29-01-09.040 shall be consolidated prior to recording of the record plat.
- Submit one (1) set of plans with original stamp and signature to the Department of Community & Economic Development Planning Division.
- All County and Township requirements have been satisfactorily addressed.

Construction plans for Phase I and Phase II were reviewed and approved by Clermont County Staff in June of 2020 and Phase I is currently under construction.

Application was made on June 31, 2020 to the Clermont County Planning Commission to review and consider an application for a revised subdivision Design Plan. The revised subdivision Design Plan proposed 65 single-family lots and 96 multi-family lots, a "landominium" style

development, each multi-family unit would be on an individual lot of record. The proposed revision of a "landominium" style development vs the approved condominium development was due do the request of the builder, D.R. Horton. D.R. Horton has experienced difficulties with the new condominium FHA requirements that became effective October of 2019. The new requirements require significant pre-sale and certificate of occupancy requirements for condominium style developments making it difficult for new, first time home buyers to finance a condominium style home, effectively removing first time home buyers from the condominium market.

On July 22, 2020 the developer received email correspondence from Taylor Corbett advising that the developer withdraw the revised subdivision Design Plan from the July 2020 Clermont County Planning Commission agenda due to the Pierce Township Zoning Administrator denying the revised subdivision Design Plan application because the revised subdivision Design Plan features the creation of lots that were not included on the approved Preliminary Development Plan and the approved Final Development Plan.

On September 21, 2020 the Pierce Township Board of Zoning Appeals approved a request regarding Amelia Zoning Ordinance Section 152.064 Modifications to permit the addition of "Landominium" lots to be added to phase 3 and phase 4 of the development-vs- a condominium development. The requested modification would be declared a minor modification in lieu of Staff's interpretation that addition of "Landominium" lots to be reviewed and considered as a major modification. The BZA approved the review as a minor modification subject to the following conditions:

1. Submit HOA Documents, factual and legal issues are to be included in the official record.
2. External modifications and accessory structures are not permitted in the "Landomnoimum" section of the Glen Mary Development.
3. Condition(s) language acceptable to Pierce legal counsel to be included on the record-plat.

The attached application for a Major Modification to a PUD Plan by D.R. Horton is to consider replacing the detached multi-family section of the plan, phase 3 and phase 4 with fifty-six single family residential lots to be designed in like and kind as the single-family residential lots approved and constructed in phases 1 and 2 of the subject development. The following PUD waivers are being requested:

### **Open Space**

Per the attached modification the overall plan proposes 20% Open Space – Per Amelia Zoning Ordinance **152.054 Standards and Guidelines, Section 2, Paragraph 1** - As described in the Amelia Zoning Code.

- (3) *For R-PUD projects to be developed with 100% single family units, 20% of the total (gross) site area of the R-PUD development shall be set aside and be dedicated to a public or private agency as common open space and recreation areas in compliance with the covenants attached to final approved development plans.*

### **Lot Area**

The lot areas proposed in phase 3 and phase 4 are consistent with the single-family residential lot areas approved in the Final Development Plan for phase 1 and 2 as well as the recorded phase, phase 1 of the subject development.

### **Lot Width**

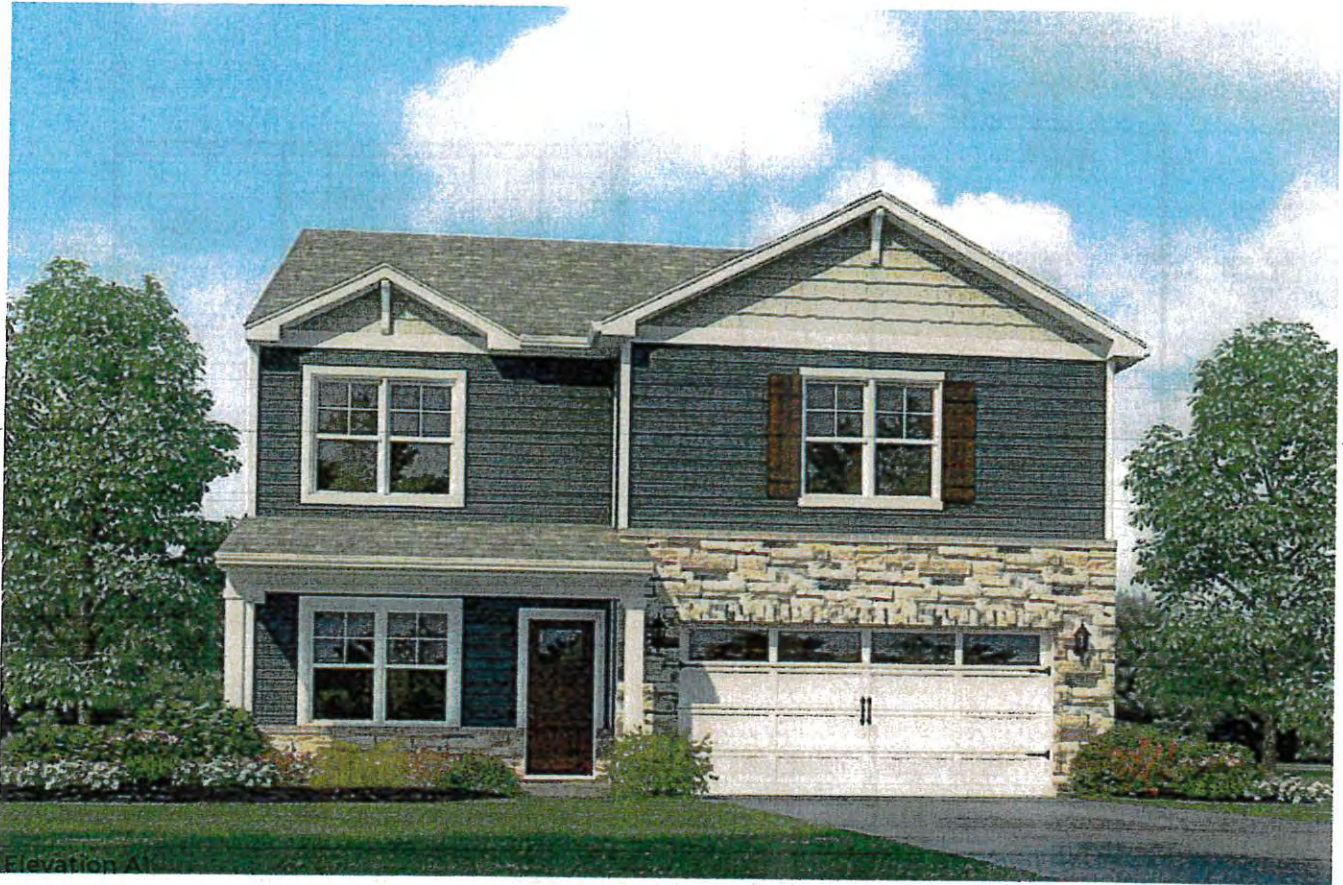
The lot widths proposed in phase 3 and phase 4 are consistent with the single-family residential lot widths approved in the Final Development Plan for phase 1 and 2 as well as the recorded phase, phase 1 of the subject development.

### **Side Yard Setbacks**

The side yard setbacks proposed in phase 3 and phase 4 have been increased from the approved phase 1 and phase 2 section of the development. The side yard setbacks proposed for phase 3 and phase 4 is a total side yard setback of 13 feet with a 5 foot minimum for one of the side yards. A larger total side yard setback than the single-family residential side yard setbacks approved in the Final Development Plan for phase 1 and 2 as well as the recorded phase, phase 1 of the subject development.

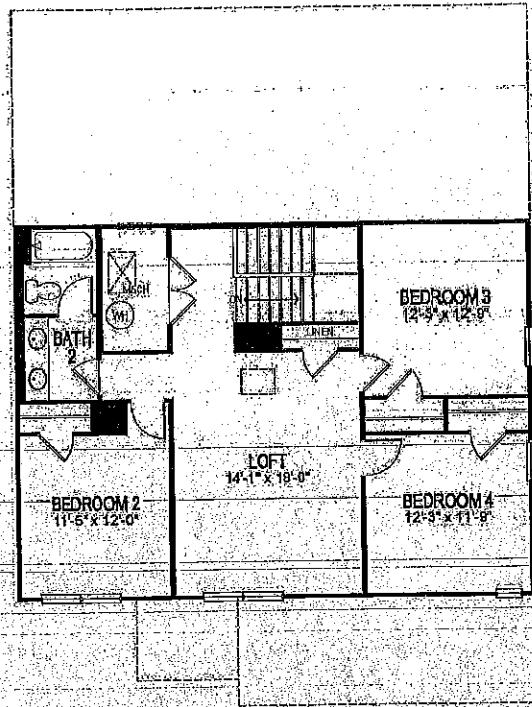
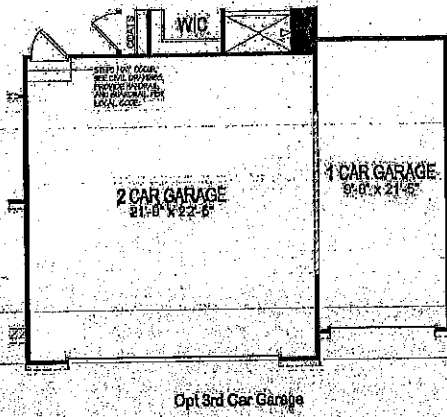
Based on the above information and the attached plan comparisons we feel the waivers as proposed are warranted.

2,546 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE

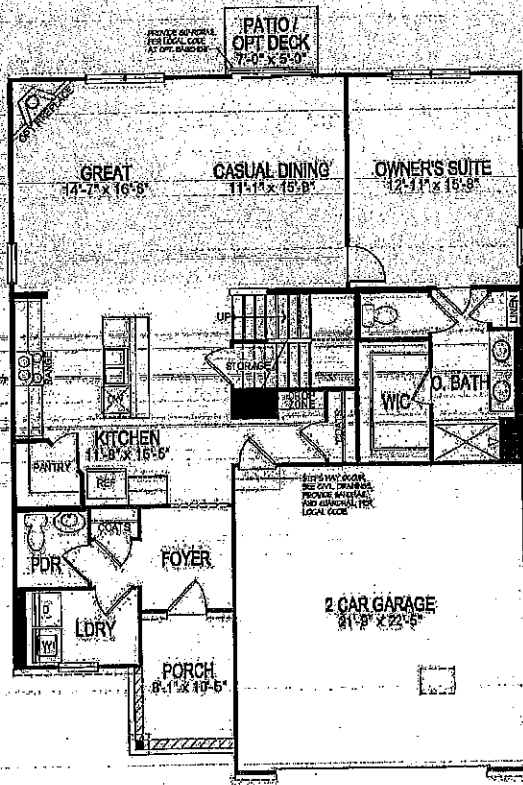




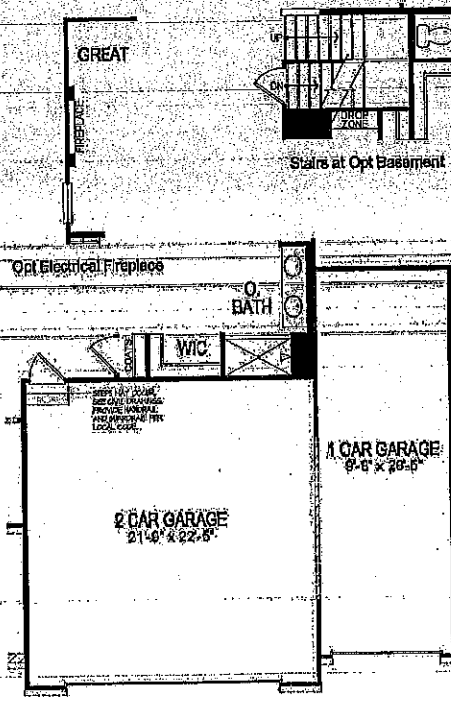
2,546 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



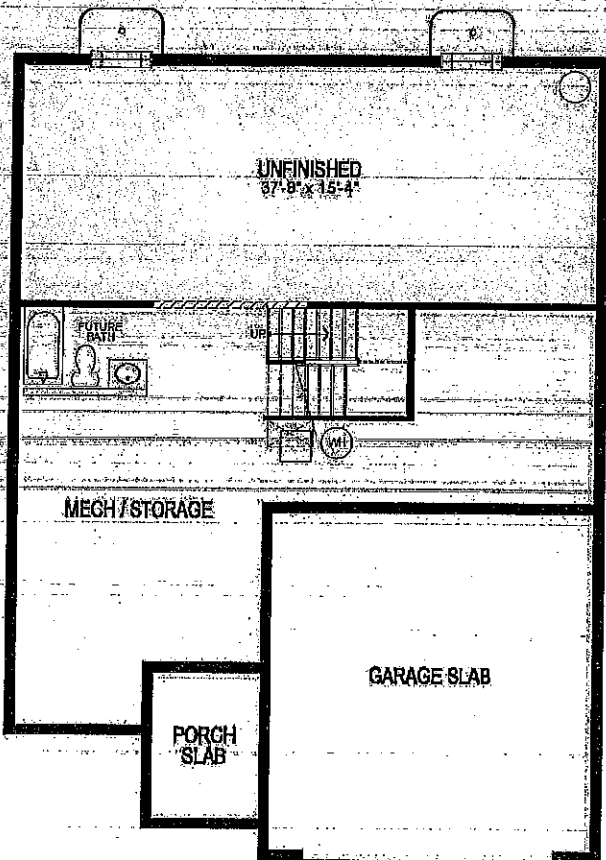
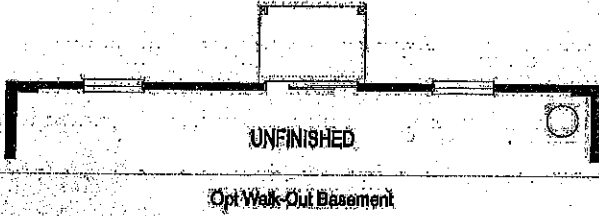
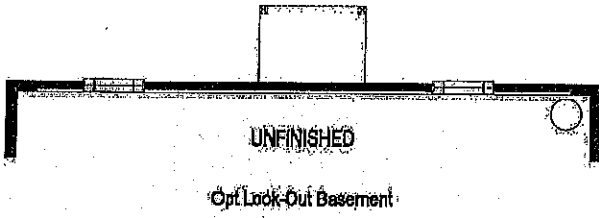
SECOND FLOOR



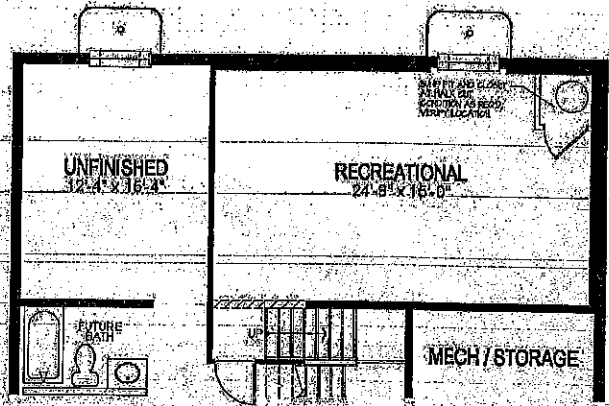
FIRST FLOOR



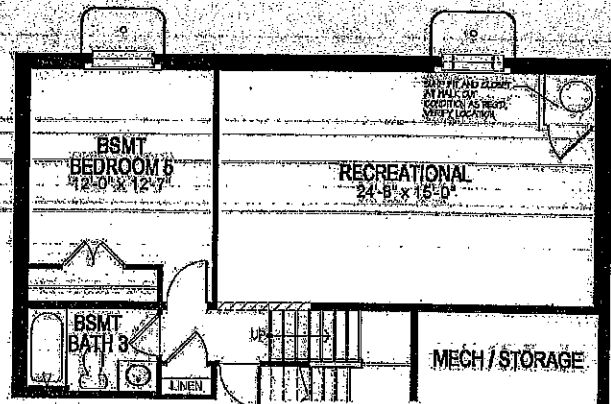
2,546 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



Opt Unfinished Basement

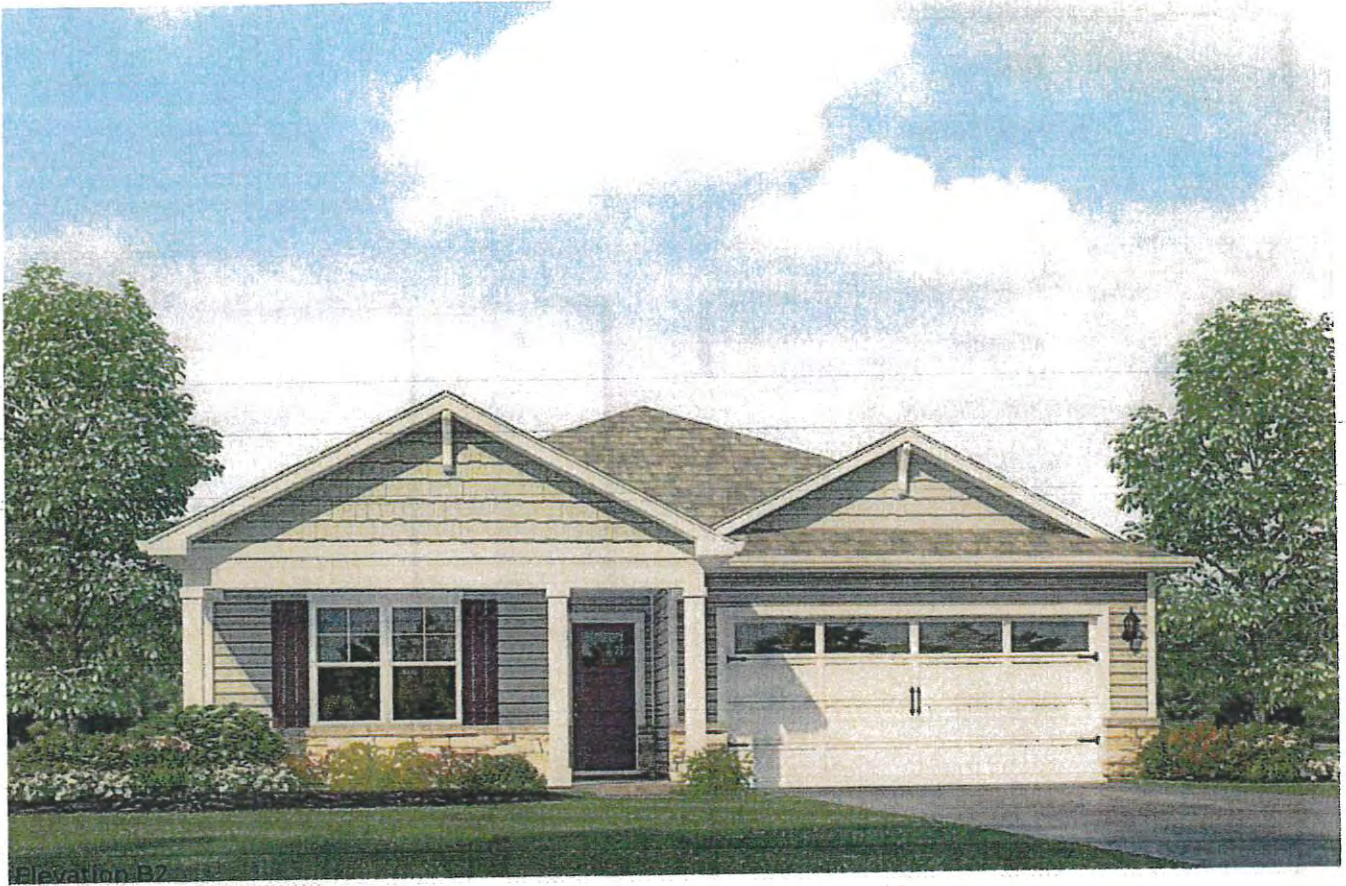


Opt Finished Recreational

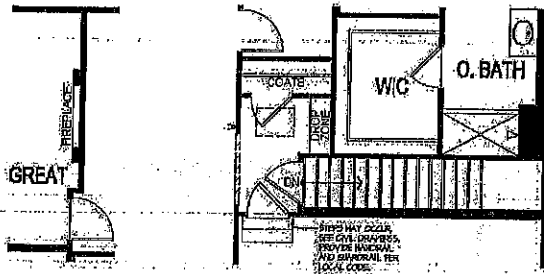


Opt Finished Recreational, Bedroom and Bath

1,635 SQ. FT. | 3 BED 2.5 BATH 1 STORY 2 CAR GARAGE

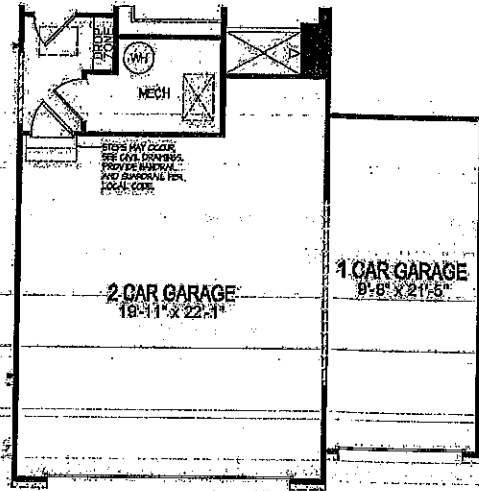


1,635 SQ. FT. | 3 BED 2.5 BATH 1 STORY 2 CAR GARAGE

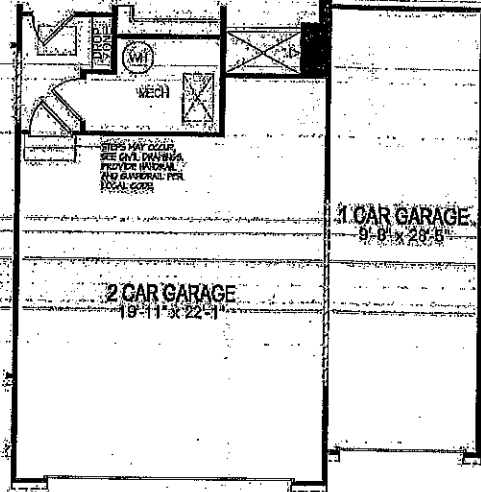
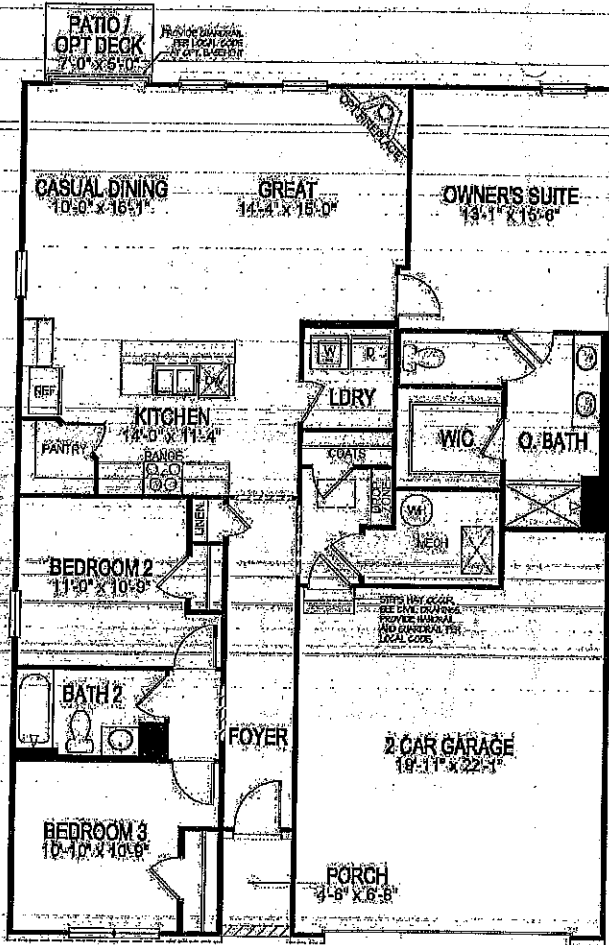


Opt Electrical Fireplace

Stairs to Opt Basement



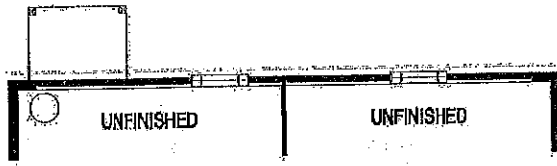
Opt 3rd Car Garage



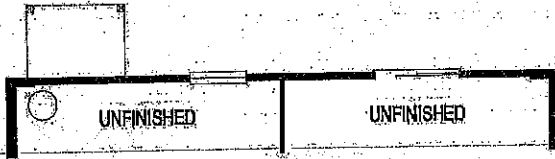
Opt Oversized 3rd Car Garage

FIRST FLOOR

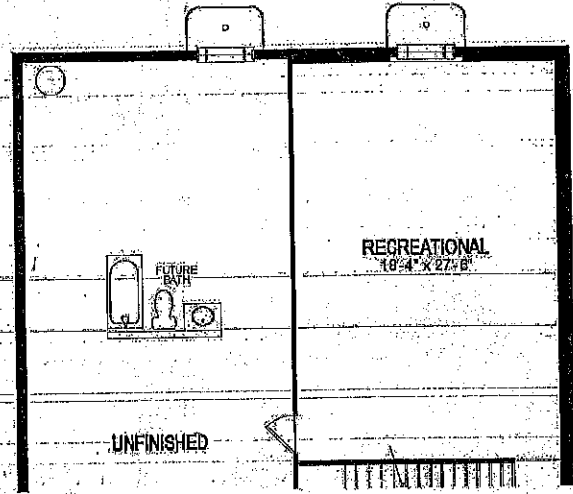
1,635 SQ. FT. | 3 BED 2.5 BATH 1 STORY 2 CAR GARAGE



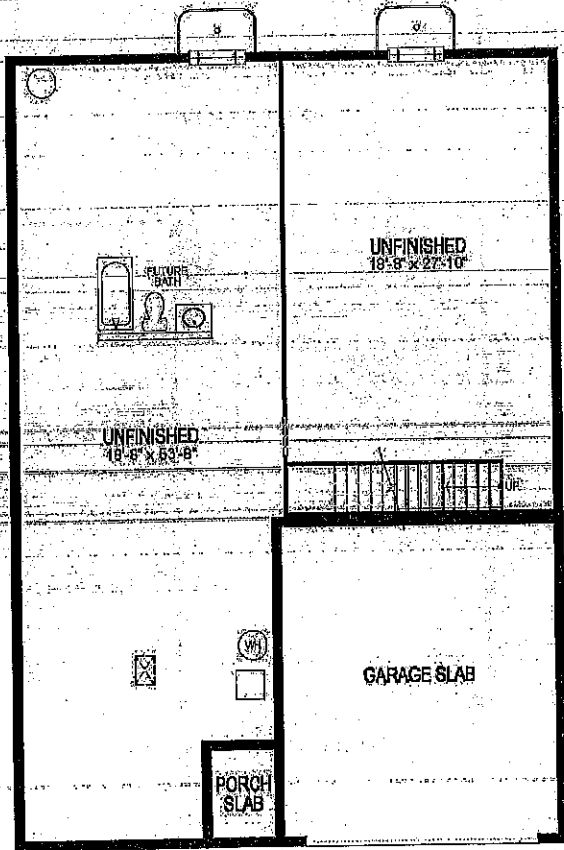
Opt Look-Out Basement



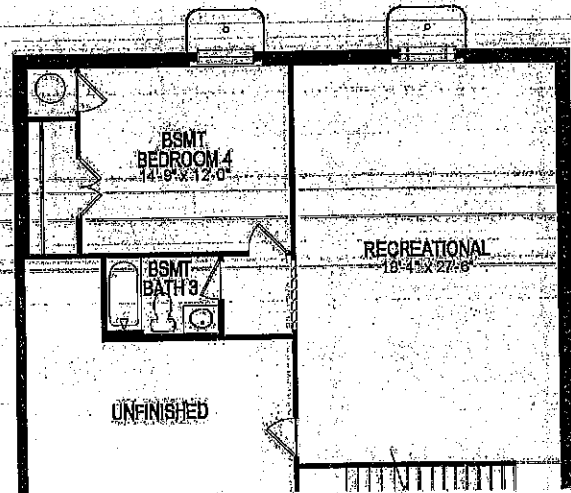
Opt Walk-Out Basement



Opt Finished Recreational



Opt Unfinished Basement



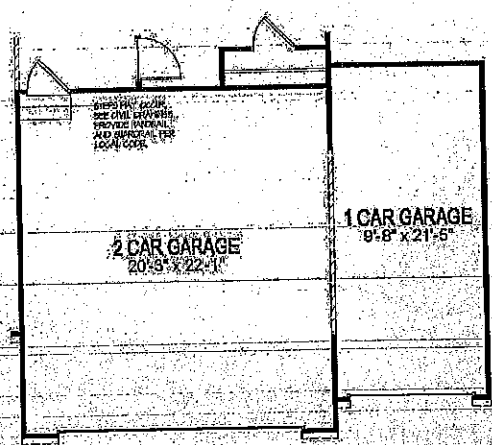
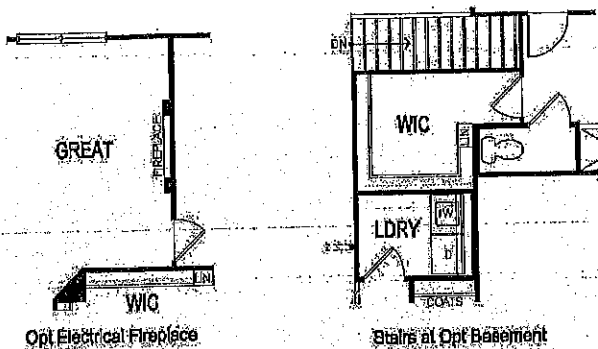
Opt Finished Recreational, Bedroom and Bath

1,771 SQ. FT. | 4 BED 2.5 BATH 1 STORY 2 CAR GARAGE

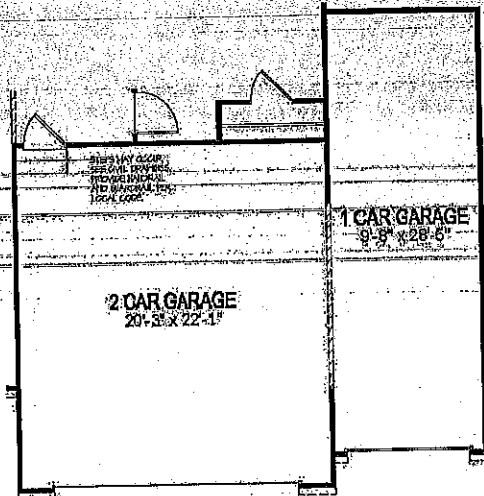
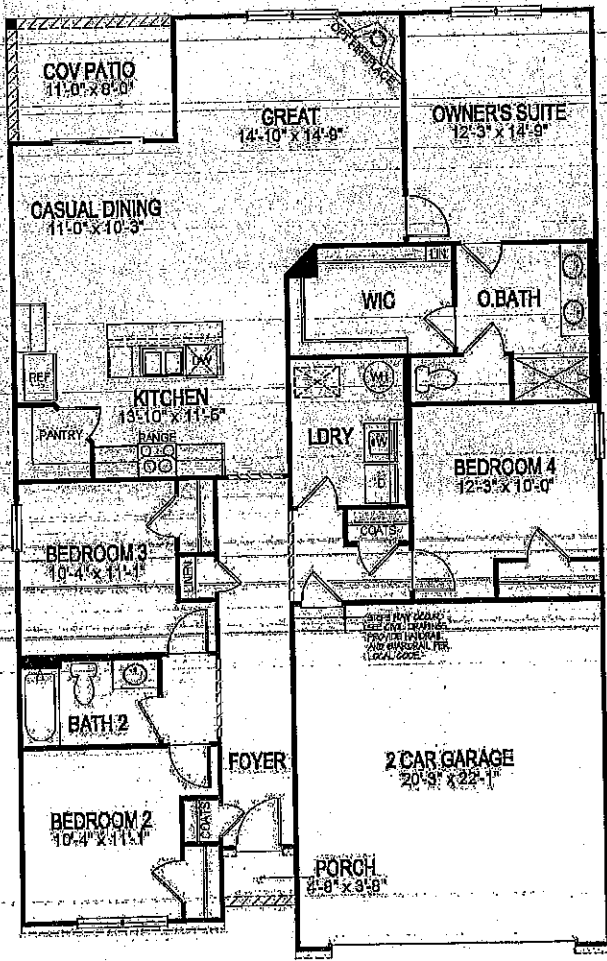


Elevation A3

1,771 SQ. FT. | 4 BED 2.5 BATH 1 STORY 2 CAR GARAGE



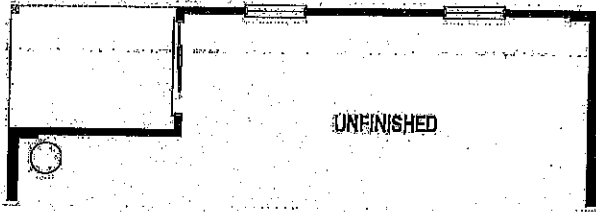
Opt 3rd Car Garage



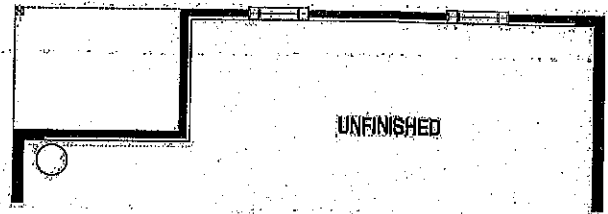
Opt Overized 3rd Car Garage

FIRST FLOOR

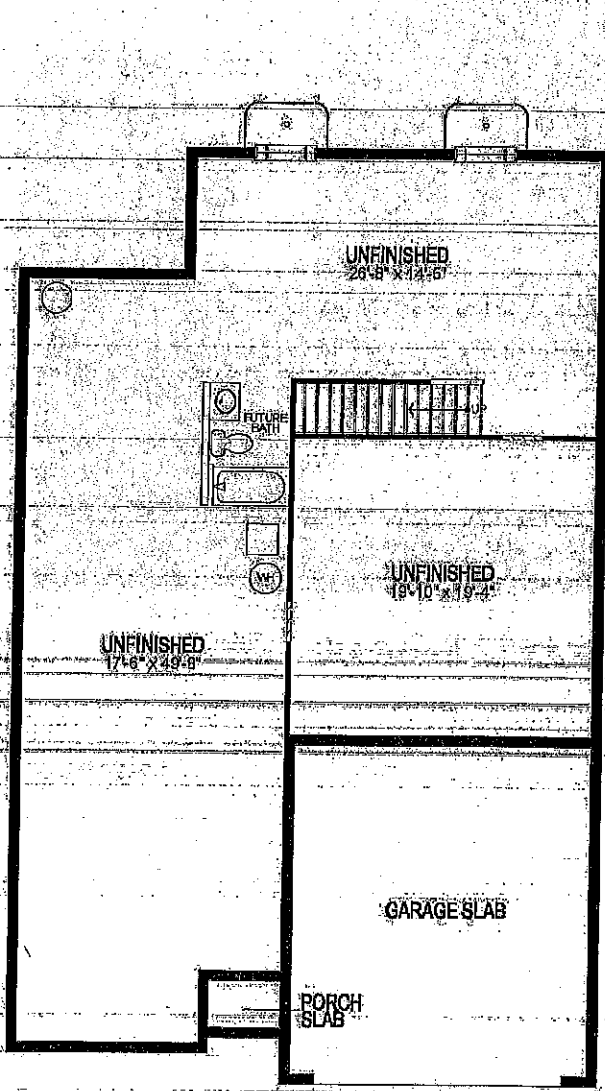
1,771 SQ. FT. | 4 BED 2.5 BATH 1 STORY 2 CAR GARAGE



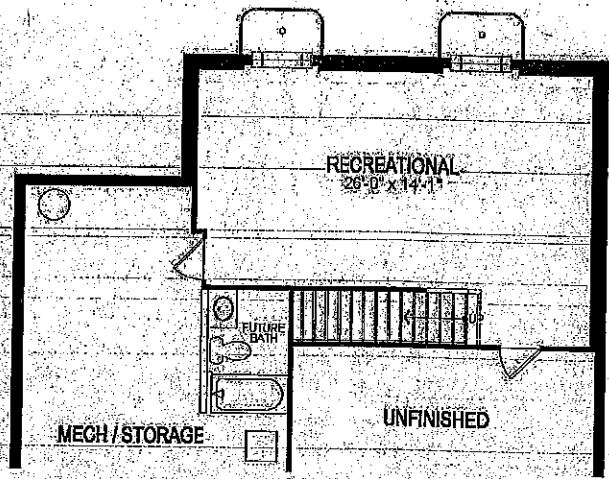
Opt Walk-Out Basement



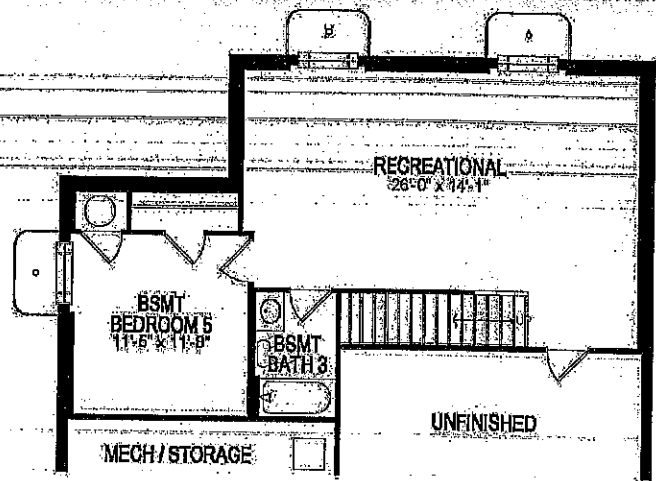
Opt Look-Out Basement



Opt Unfinished Basement



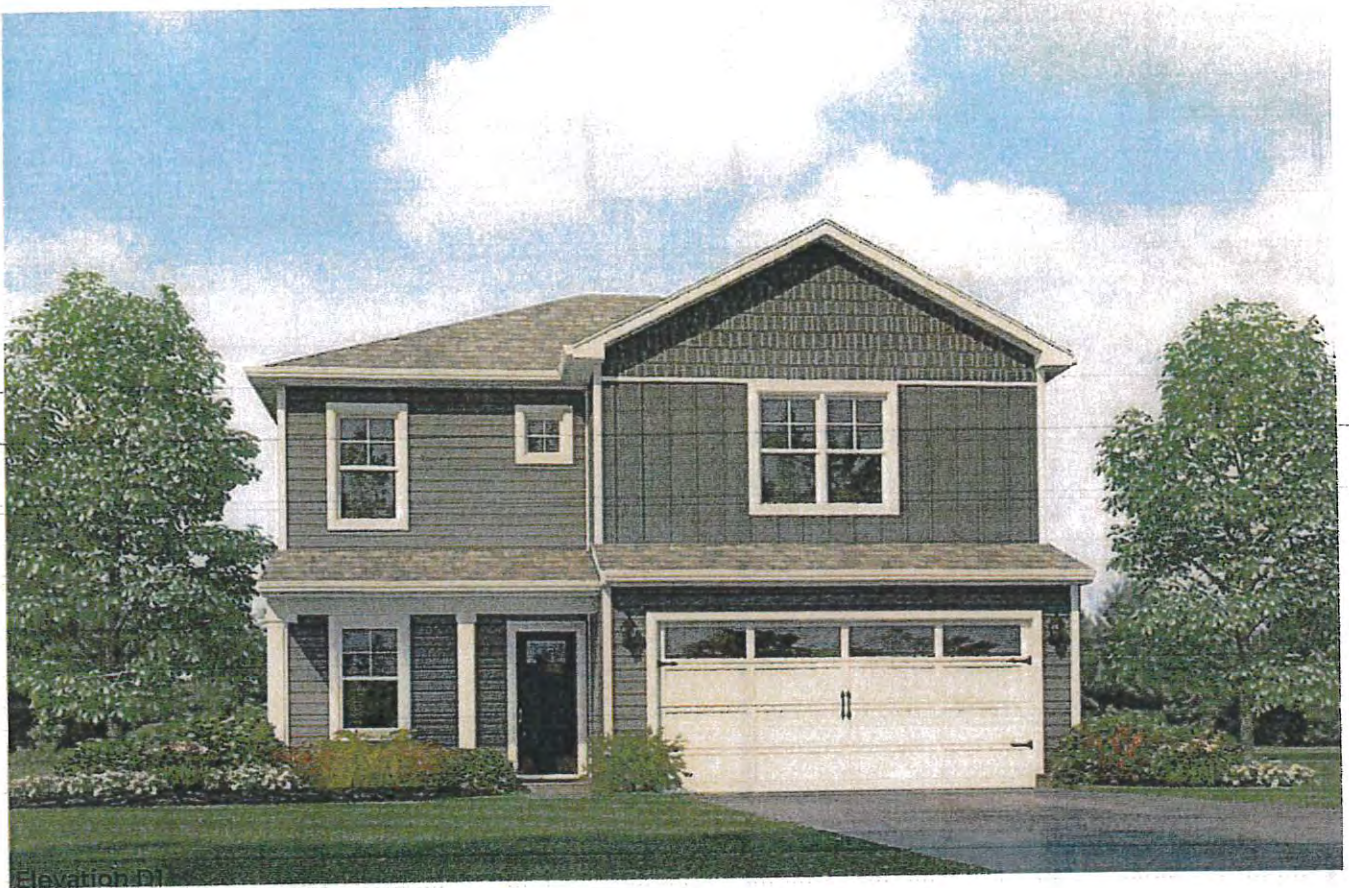
Opt Finished Recreational



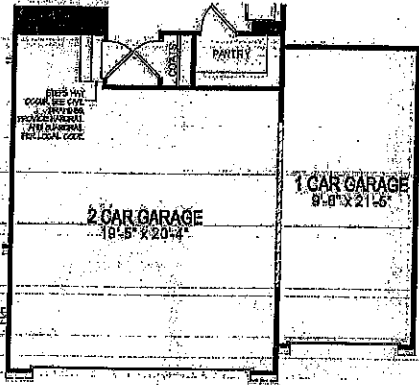
Opt Finished Recreational, Bedroom and Bath



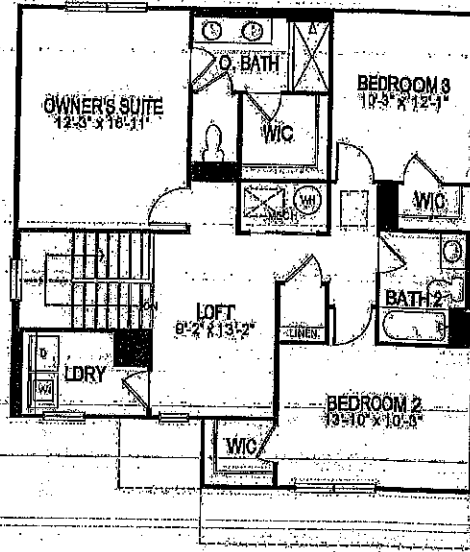
1,818 SQ. FT. | 3 BED 2.5 BATH 2 STORY 2 CAR GARAGE



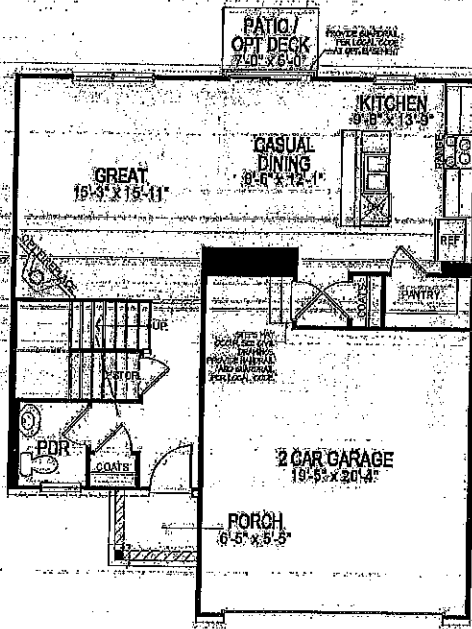
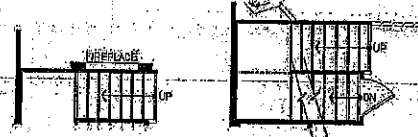
1,818 SQ. FT. | 3 BED 2.5 BATH 2 STORY 2 CAR GARAGE



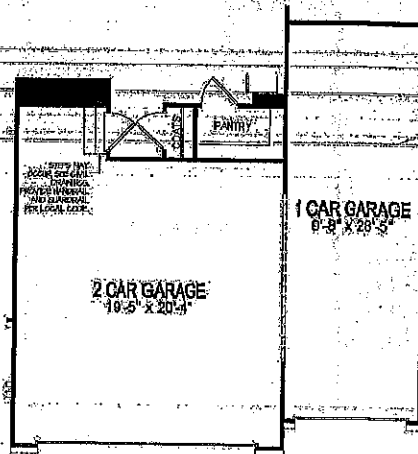
Opt 3rd Car Garage



SECOND FLOOR

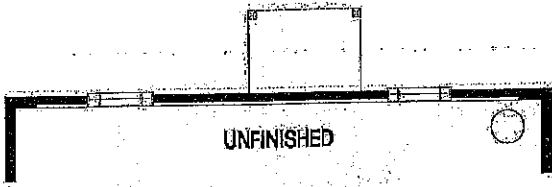


FIRST FLOOR

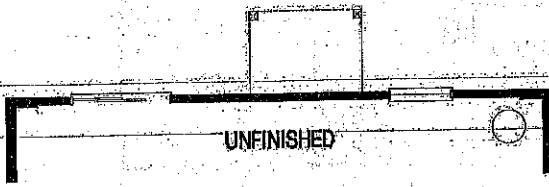


Opt Oversized 3rd Car Garage

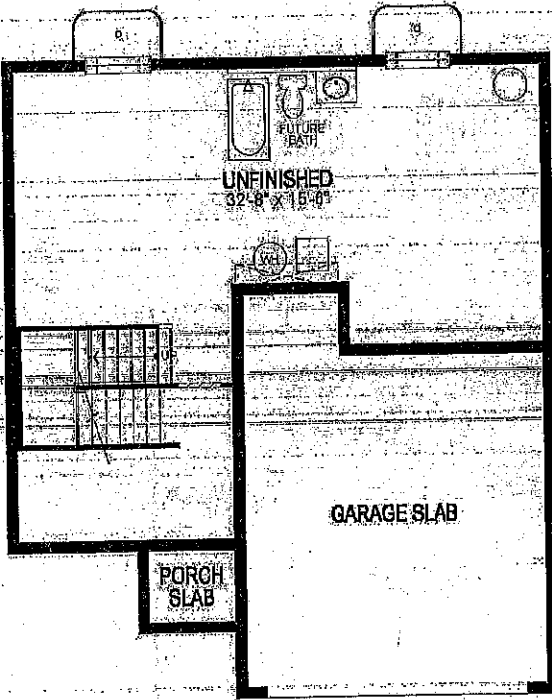
1,818 SQ. FT. | 3 BED 2.5 BATH 2 STORY 2 CAR GARAGE



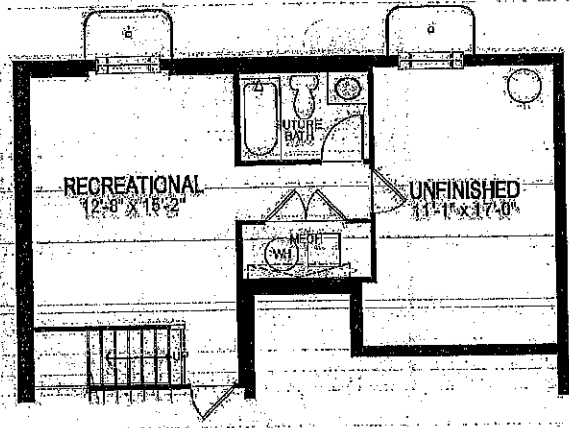
Opt Look-Out Basement



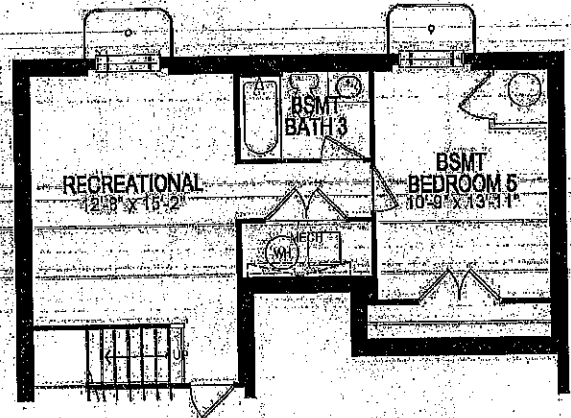
Opt Walk-Out Basement



Opt Unfinished Basement



Opt Finished Recreational

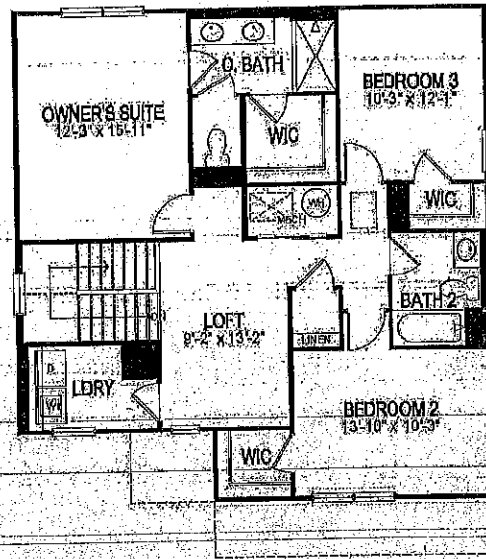
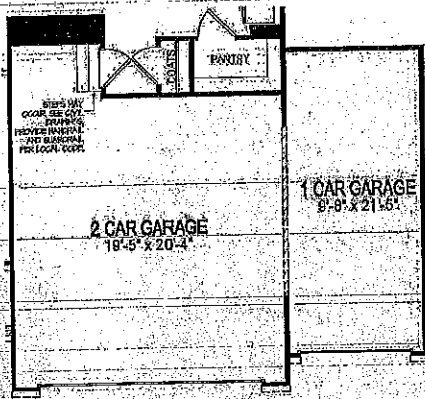


Opt Finished Recreational, Bedroom and Bath

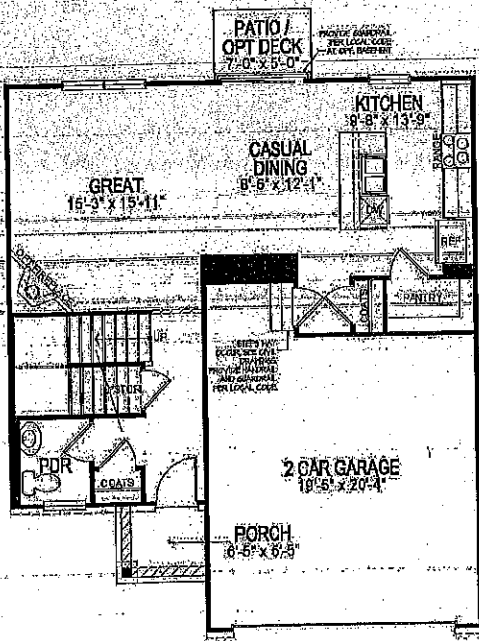
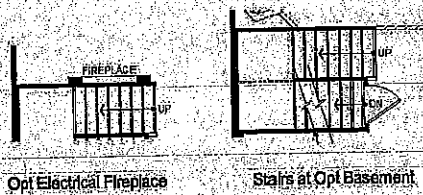
2,053 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



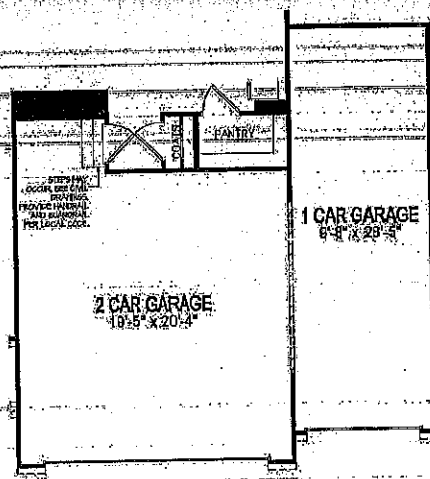
2,053 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



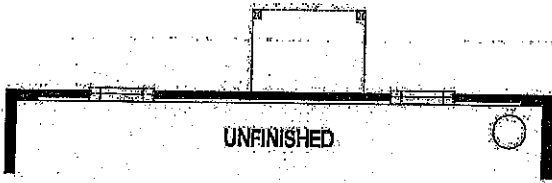
SECOND FLOOR



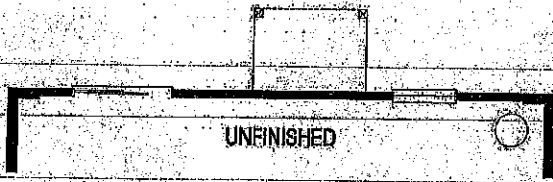
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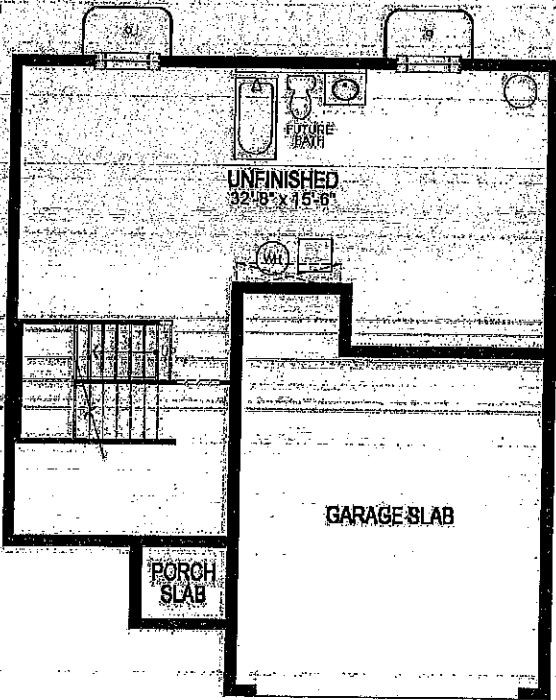
2,053 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



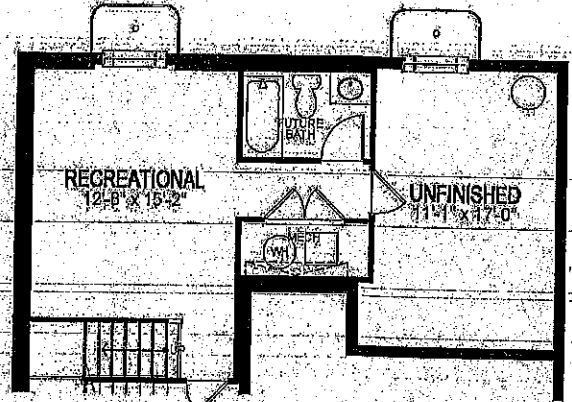
Opt Look-Out Basement



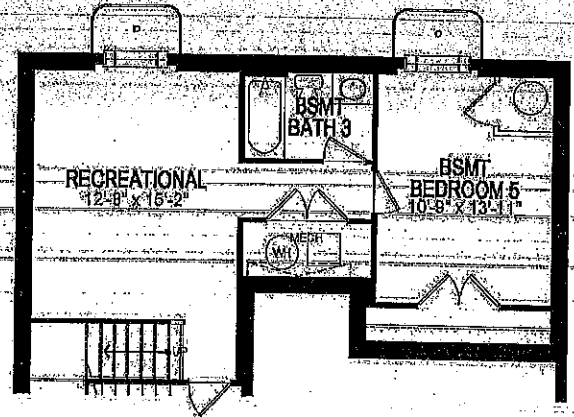
Opt Walk-Out Basement



Opt Unfinished Basement

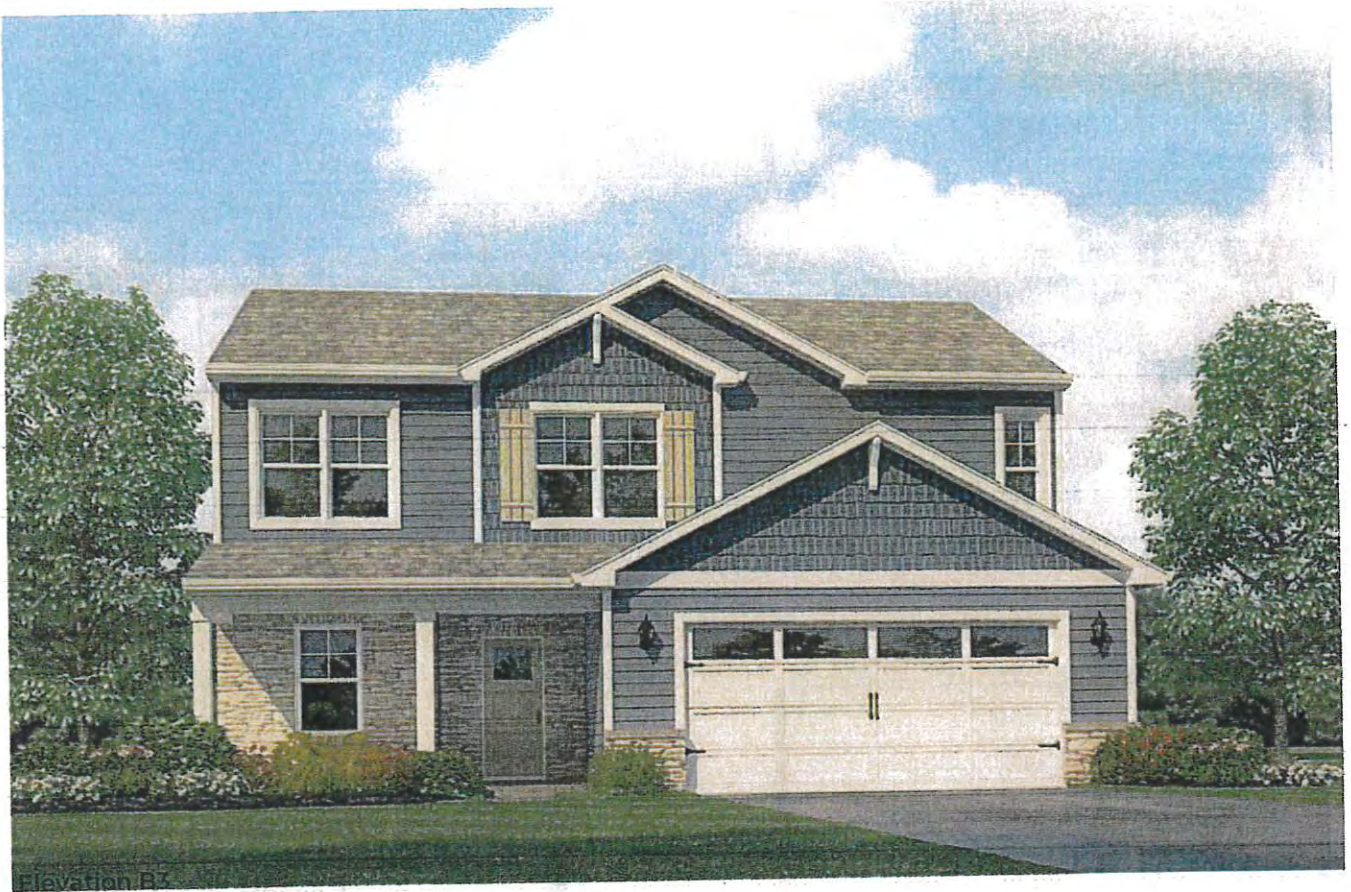


Opt Finished Recreational

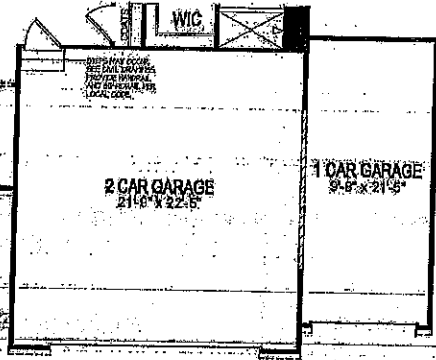


Opt Finished Recreational, Bedroom and Bath

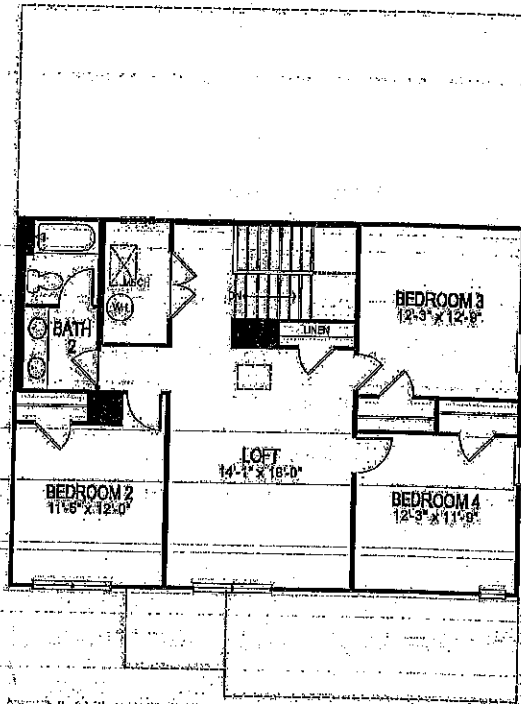
2,389 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



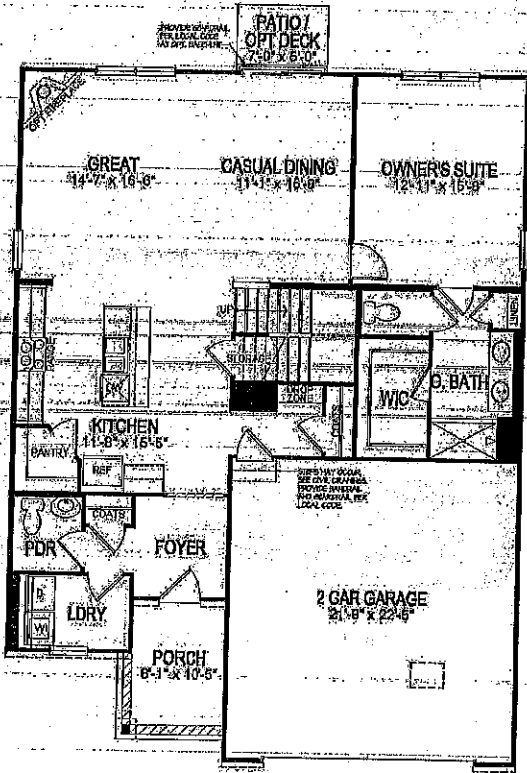
2,389 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



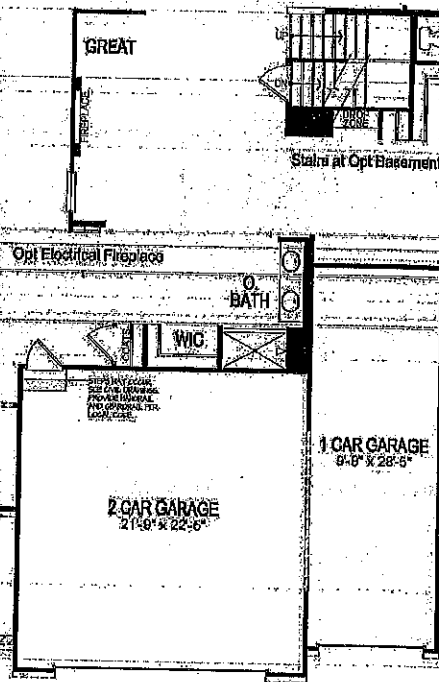
Opt 3rd Car Garage



SECOND FLOOR



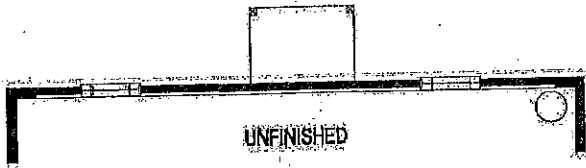
FIRST FLOOR



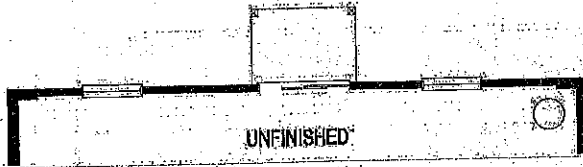
Opt Divided 3rd Car Garage



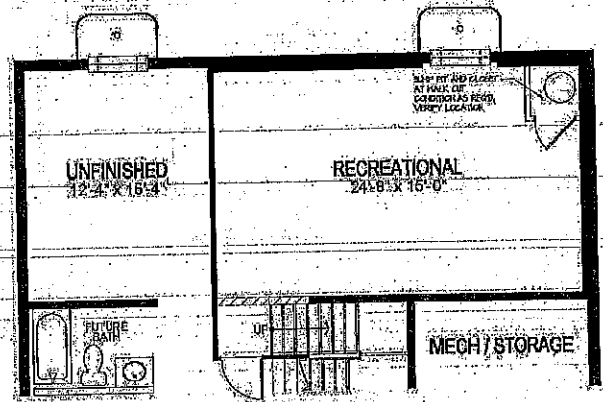
2,389 SQ. FT. | 4 BED 2.5 BATH 2 STORY 2 CAR GARAGE



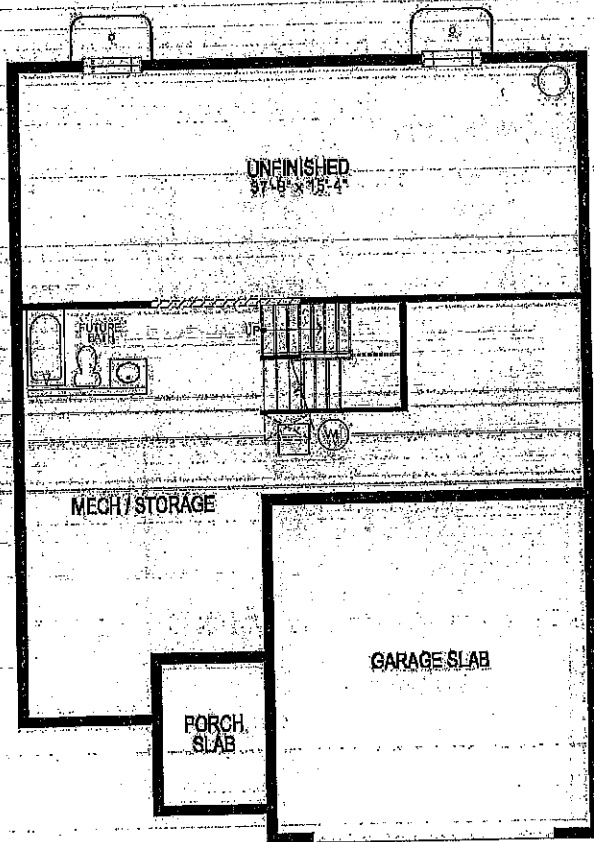
Opt Look-Out Basement



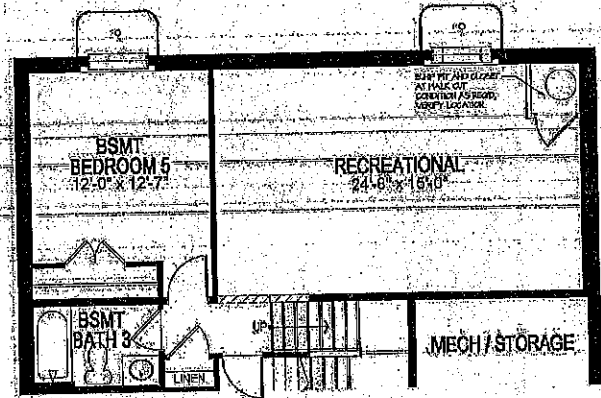
Opt Walk-Out Basement



Opt Finished Recreational



Opt Unfinished Basement



Opt Finished Recreational, Bedroom and Bath



202000036854  
 Filed for Record in Clermont County, Ohio  
 Deborah Hall Clepper, Recorder  
 12/23/2020 11:11 AM Recording Fees: \$490.00  
 DECLAR OR 2863 / p4926 - p4984

**DECLARATION OF COVENANTS, EASEMENTS,  
 CONDITIONS AND RESTRICTIONS**

**FOR**

*PC 19 PG 12-14*

**GLEN MARY PARK DETACHED SINGLE FAMILY HOUSING HOMEOWNERS  
 ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 30<sup>th</sup> day of December, 2020, Glen Mary Development, LLC an Ohio limited liability company whose address is 7861 E. Kemper Road, Cincinnati, OH 45249 (the "Developer").

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a detached single family housing community, and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer deems it desirable to establish and provide a homeowners' association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the detached single family housing area in the Glen Mary Park Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and Unit (as each is hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

## GENERAL PROVISIONS

### I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. Developer may develop the Property in Sections and/or Phases, each containing lots for the construction and sale of detached single family housing units. The covenants, conditions and restrictions contained herein may differ within the separately platted attached single family housing areas, depending upon the particular attributes, conditions and amenities located therein. In addition, as separate Sections and Phases are platted, Developer may amend this Declaration as it relates to each such Section and/or Phase. If Developer owns, and/or acquires additional parcels adjacent to the Property intended by Developer for future detached single family housing development, Developer may annex said additional parcels to, and declare them to be, subsequent phases of the detached single family housing areas of Glen Mary Park. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. This Declaration applies to each detached single family housing development phase of Glen Mary Park, Developer may amend and/or re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to separate sections or phases, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer shall, prior to the transfer of the first detached single family housing Lot (as defined hereinafter) owned by it at Glen Mary Park, create an Detached single family housing

B. Developer shall, prior to the transfer of the first detached single family housing Lot (as defined hereinafter) owned by it at Glen Mary Park, create an Detached single family housing Homeowners' Association for the purpose of carrying out and performing certain obligations as described herein. The Glen Mary Subdivision, of which the detached single family housing lots/units are a part, is expected to have a Master Homeowners' Association, and, as specifically provided herein after, membership in the Detached single family housing Areas Association will be in addition to membership obligations to the Master Association, both of which shall be mandatory for all Lot and Unit Owners. In Developer's discretion, membership of the Master Association may consist of the individual owners of Lots and Units, or in the alternative, may consist of the Individual Lot Owners and of the Sub-Association(s) as a whole.

## II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to all charges made by the Association to an Owner relating to the Association, including but not limited to Annual Assessments, Lot Assessments and Special Assessments as defined herein after.

C. "Association" - the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots or Units in the Community. The Association shall be named Glen Mary Park Detached Single-Family Housing Homeowners' Association, Inc. (or similar name), and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Developer intends to form a separate "Master Association" applicable to all Sub-Areas (as defined below), and the term "Association" as used herein shall refer collectively and individually, as the context requires, to the Master and/or Sub-Association(s).

D. "Association Documents" - the formative documents of each Association, consisting of the articles of incorporation (Exhibit E), codes of regulations (Exhibit D), Declarations (as the same may be amended from time to time), and any and all procedures, rules, regulations or policies adopted by the Associations, or comparable formative documents if any of the Associations is not a corporate entity.

E. "Board" - the boards of trustees or other management body of the Associations.

F. "Common Expenses" - expenses incurred in maintaining the Common Property and operating the Associations.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association (or any of them) for the common use and the enjoyment of the Owners in Glen Mary Park, or if not owned by the Association, real or personal property for the use and/or maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" – Glen Mary Developemnt, LLC, and any manager, general partner, shareholder, subsidiary, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration. The term "Developer" also includes any home builder constructing homes on the Property if such builder is legally affiliated with the Developer.

I. "Improvements" - all man-made or man-installed alterations to the Property, following the initial erection of a primary residential structure on a Lot or Parcel, which are visible from the exterior of any primary structure on a Lot or Parcel, which cause the Property to deviate from its condition prior to such alteration(s), including but not limited to buildings, outbuildings and garages and the collective and individual component parts thereof including but not limited to roofs, walls, windows, doors, awnings and room additions; permanent or temporary signs or sign structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; signs; swimming pools and recreational courts; slope and drainage alterations; roads, driveways, covered or uncovered parking areas and other paved areas; recreational devices and equipment whether fixed in place or movable; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, gazebos, playground equipment, play houses, walkways, paths, trees, hedges, shrubs and other forms of landscaping, and all structures of every type.

J. "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 by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed by Developer, the former lots shall cease to be "Lots" for any and all purposes hereunder; Lot combinations obtained by Owners other than Developer shall NOT cause each of the Lots combined to cease being separate Lots for any and all purposes hereunder. When used in reference to any detached single family housing area, the term Lot may be used interchangeably with "Unit" if the context so requires.

K. "Lot Assessment" an assessment that the Board may levy against one or more (but fewer than all) Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; fines and related expenses assessed by the Association in connection with the enforcement of the Association's rights hereunder; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Operating Fund" - the fund established pursuant to Article IX.

O. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot or Unit at Glen Mary Park, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" - the rules and regulations governing use of and activities upon the Property and the Common Property, as may be established by each Association's Board from time to time, including pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

S. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising governmental jurisdiction over the Property.

T. "Sub-Area" - a portion of the Property on which a distinctly identifiable type of housing is developed and constructed. Within a given Sub-Area, standards separate and apart from those applicable in other sub-areas may exist and unique rules may be adopted and applied according to which the ownership and use of Lots, Units and Improvements within such Sub-Area may be limited and restricted. Separate and distinct associations may be formed with regard to separate Sub-Areas, and such Associations may have obligations to one or more other Associations, including but not limited to the Master Association for the Glen Mary Park community as a whole. Additional and/or different services may be provided by one or more Associations within and/or around various Sub-Areas.

U. "Turnover Date" - the date described in Article VII, Paragraph B.

V. "Unit" - a dwelling structure erected on a Lot and intended for residential occupancy.

### III. GOALS

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

A. Compliance with all zoning and similar governmental regulations, including structured compliance with the requirements, as applicable, of Ohio Revised Code Chapter 5312;

B. Promotion of the health, safety and welfare of all Owners and residents (current and future) 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.

## DEVELOPMENT & USE RESTRICTIONS

### IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Single-Family Lots and Units developed at the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees. The following Restrictions are intended to provide a plan for development of the detached single family housing, single-family residential areas at Glen Mary Park (Lots and Units), and, when clear by the terms contained herein, are intended to supersede and limit specific, alternative provisions contained in the Master Declaration. In the event of any conflict between the terms of this sub-area specific declaration, and the terms of the Master Declaration, the sub-area specific Declaration shall control.

A. Use of Lots. Except as otherwise permitted herein, each Lot and Unit shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot (other than the initial construction of a primary residential structure pursuant to plans approved by Developer) until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board. No Improvements may be constructed, erected or installed within any area designated as a "Drainage Easement" on a recorded plat for Glen Mary Park, other than fencing, and then only after being approved by the Design Review Board, with proper certification or validation that such fence will not impede, redirect or otherwise affect surface water flow. Front, rear and side yard areas shall consist, primarily, of grassed lawn areas, with a reasonable amount of planting bed, hardscape and other landscape components.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. 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 this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on 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 unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. All owners by accepting a deed to a Lot or Unit at the Property agree and acknowledged that they have contractually limited their First Amendment rights as applicable to activities at the Property. Specifically, no signs of any character shall be erected, posted or displayed upon the Property, except: (i) subdivision identification signage as approved through applicable zoning and development requirements; (ii) marketing signs installed by the Developer (or by one or more builders with Developer's approval) while marketing the Lots and residences for sale; (iii) street identification and traffic control signs installed by (or with the approval of) governmental agencies, the Association or the Developer; (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for rent or sale; and (v) for a reasonable period of time before, and not to exceed three (3) days after a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs on any Lot, of not more than six (6) square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association (and each Owner specifically grants the Association the right and easement as necessary to cause such removal), and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in the Common Area without the approval of the Board. For purposes hereof, the term "sign" shall be construed and interpreted to mean any visible medium displayed for the purpose of conveying or communicating a message, whether erected as a billboard, signboard, banner, lights, flag or other physical surface, or electronically-generated display. The use of letters, symbols and words are not necessarily required for a medium to convey or communicate a message, and therefore be construed to be a sign. The foregoing notwithstanding, the Board may (but shall not be required) to adopt rules according to which items that would otherwise meet the definition as a 'sign' may be permissible temporarily as permanent security placards of less than 1 square foot in size; "life event" displays (birthdays, births, graduations, etc.); nationally recognized holiday-based seasonal displays (Christmas, Thanksgiving, Fourth of July, etc.); and/or school and professional sport team support displays (all of which may be limited as to size, location, duration). Nothing herein shall be construed or interpreted to limit or prohibit the right to properly display the American Flag, State Flag or any other flag the right of which to display is protected by State or Federal law.

E. Animals. No person may keep, breed, board or raise on any Lot or in any Unit, nor in or upon any part of the Common Property, any animal, livestock, farm animal (including but not limited to horses, chickens, ducks and pigs regardless of size), reptile, or poultry of any



kind (nor any animal for any commercial purpose), unless expressly permitted by the Rules. Common domestic pets such as cats and/or dogs, and pets that are kept primarily inside of the residence, are permitted for non-commercial, and non-breeding purposes, and the Association may limit the number and size of such pets as the Board deems to be 'reasonable' based on the limited lot sizes, and attributes of detached single family housing living. All permitted domestic pets shall be properly supervised and restrained when outside of the house and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal, or number of such animals, constitute a nuisance (including unreasonable volume or repetitive barking). Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot and in the Common Areas. Outdoor dog houses, dog kennels, catteries, animal cages, dog runs and other similar objects, whether or not affixed to the ground or to the Unit, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Board's discretion.

F. Nuisances. No noxious or offensive activity or trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

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, and as limited by applicable zoning and governmental regulations. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, no products or materials are stored on or fabricated at, the Property, and no customers, employees, subcontractors or other third parties park on the Property.

H. Storage. No open storage of any kind is permitted. No storage buildings or structures of any kind are permitted, whether attached to or detached from the principal structure on a Lot and specifically including without limitation, sheds or barns (nor pre-fabricated plastic, composite or other "Rubber-Maid" or comparable type units exceeding three feet [3'] in height or 24 cubic feet of storage capacity).

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 for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration, and the Association shall have the power to require proof of the existence of such written lease and its terms.

J. Vehicles.

1. The Board has the right and power to adopt and enforce reasonable rules concerning 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.

2. No vehicles shall be parked other than on a paved surface designed, installed and approved for parking purposes. No commercial vehicles, boats, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed structure shielded from view), for any time period longer than twenty-four (24) hours in any ten (10) day period, nor forty-eight (48) cumulative hours in any thirty (30) day period, and the burden of establishing that said time periods have not been exceeded is borne by the Owner of the Lot on or in front of which such parking occurs, and/or by the owner of the vehicle. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days (the burden of proving that such time period has not been exceeded in each/any instance is borne by the Owner of the Lot on or in front of which the vehicle is located, and/or the owner of the vehicle), unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority, but not the obligation, to have the same removed at the owner's expense.

As used herein, 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, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten-person passenger vans are conclusively presumed to be commercial vehicles; whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto, but may be deemed to be Commercial Vehicles by virtue of the combination of such factors as determined by the Board. The Board's determination that a vehicle meets the definition of a "trailer" or "commercial vehicle" (or boat, camper, bus or mobile home) shall be deemed final and conclusive.

K. Trash. Except for the reasonably necessary activities of the Developer 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, stored either inside of a permitted structure, or (if outside) screened from view by approved landscaping or approved screening, and located to the side or rear of the home constructed on the lot.

L. Antennae; Miscellaneous Improvements. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. No clothesline or other apparatus designed or intended for use of air-drying clothes or other items shall be permitted. No metal swing set shall be permitted on any lot. Solar panels are not permitted.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil or other flammable liquid or gas, shall be permitted to be located above or beneath the ground of any Lot except that propane gas in residentially sized containers such as are common for the use of residential gas cooking grills are permitted. The provisions of this subparagraph shall not prohibit the Developer from utilizing propane gas for the heating of homes under construction, or from having one or more model homes that use propane gas as a heating fuel prior to the time that electric or gas furnace hook-ups are available for such model(s). If natural gas is not available, or ceases to be available, as a heating fuel source for Glen Mary Park, the prohibition against propane and fuel oil tanks shall be deemed removed from this Declaration without the need for further action by the Declarant, provided however that Design Review Board approval shall be required as to the size and location of tanks.

O. Street Trees. Developer may designate one (1) or more species or types of trees as deemed necessary by Developer, and/or as required by governmental authorities having jurisdiction over the Property, to be planted along the street or in the front or side yards of the Lots (the designated locations of such trees may, as determined by Developer or required by local governmental regulation, be in the "tree lawn" located within the road right-of-way, or on the Owner's Lot along the road right-of-way). If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform trees. Each Lot Owner on whose Lot a required Tree is located, shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. If applicable governmental regulations require or result in the installation of "ganged" mailboxes in the Subdivision, the Association shall have maintenance responsibility for such ganged boxes, and the style thereof shall conform to the ganged box originally installed by Developer. If applicable governmental regulations do not require or result in ganged mailboxes, each Lot shall have a curb side mailbox in the design (size, color, materials, style) specified by Developer, the purpose of which is to give uniformity to the subdivision. A Lot's Owner shall be responsible at his/her/their sole expense, for the maintenance in good appearance and functional condition of the mailbox for such Owner's Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another matching the design, color, size and

materials of individual mailbox, as originally installed. An Owner's Mailbox may not be painted, stained, covered, wrapped or otherwise decorated in any manner that causes its appearance to deviate from the uniform appearance of individual boxes as installed.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and Design Review Board.

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain Sub-Areas or portions of Sub-Areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Where permitted, fences or walls shall be constructed of wood, vinyl, wrought iron (or high quality aluminum wrought iron style), stone or brick, as approved by the Design Review Board, and in no event shall chain link or other metal wire fencing be permitted. The Design Review Board shall have the power to limit Chain link and/or wire fencing material may not be used in the construction of any Improvement that is visible from the exterior of a lot;
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted. Fences shall not be installed as to "clip a corner", and shall be installed parallel or perpendicular to Lot lines (as applicable), unless determined by the Design Review Board in its sole discretion to be unreasonable due to a given Lot's shape or location. Attached Units shall be required to install fencing, if at all, on and along the shared property lines to avoid parallel fences in close proximity to one another, and the Board may require a single, specific fence style on each of the collective lots on which a group of attached Units is located;

4. Treated wood split rail fences are permissible subject to Design Review approval. Dark painted or coated wire mesh or plastic mesh attached to a split rail fence is permitted, but in no event may uncoated "chicken wire" be used for such purpose; and
5. Decorative wood and plastic fencing are permitted only by express, case-by-case approval of the Design Review Board or its assigns.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pool shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a reasonably sized hot tub or sauna. A swimming pool shall be deemed to be an "above ground" pool if any portion thereof extends twelve inches (12") or more above the surrounding yard elevation that exists prior to the installation/placement of the pool on the Lot, subject to the Design Review Board's power to allow minor grade adjustments for the installation of an in-ground pool if such installation does not negatively impact the routing and management of storm and surface water. Any pool designed or manufactured for use as an above-ground pool shall be and constitute an "above-ground pool," even if less than 12" of such pool extends above the surrounding yard elevation. One "baby pool" which contains less than thirty-six (36) square feet of water surface area and has no filtration system of any kind, and which is conveniently capable of being filled, emptied and moved on a daily basis, is permitted on a Lot.

T. Compliance with Zoning and Plat Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning, platting and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification. The Association shall NOT have the duty to utilize the enforcement mechanisms contained in the Declaration to enforce building and construction standards imposed by governmental authorities.

## V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article. Glen Mary Park is a planned community under Ohio Revised Code Chapter 5312.01 et seq., and Developer requires strict adherence to the design review standards and processes established herein, for the benefit of itself, the community in which the Subdivision is situated, and for the future owners of the individual lots that collectively comprise Glen Mary Park.

A. Design Review Board. Unless otherwise constituted as permitted herein after, the Design Review Board, generally, shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or to appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board, to act as the Design Review Board itself, or to appoint an agent to act in the Board's place, at will. The then current Board of Trustees shall handle the administration of the appointment of an agent to act as the Design Review Board, or to adopt the procedure(s) by which individual Board members are to be appointed, if applicable, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer or Board has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by the Developer, Board, or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property, except that Developer shall have and retain in all circumstances and at all times, the right and power to approve or disapprove of the architectural standards for the initial construction of each, any and all primary home structures being erected on each Lot. 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 promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Developer or Design Review Board and otherwise complies with the provisions of this Declaration. The power of the Design Review Board to adopt and implement design/architectural standards, may be exercised before or after the Design Review Board's receipt of an application for approval of an Owner's desired modification or installation of Improvements; but architectural/design standards may not be implemented retroactively to cause previously installed Improvements that have been approved by the Design Review Board, to lose their status as 'approved'.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions, removals or alterations of Improvements on or to each individual Lot at the Property, made, installed, erected, placed or removed after the completion of construction of the primary residence on a Lot. No person shall construct, remove or modify any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct, remove or modify fencing, or install or remove any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and proposed alterations to the Design Review Board for its approval. The Design Review Board (or its agent, if the Design Review function has been delegated to a third-party agent) may charge a reasonable fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate

the interior of his/her residence in any way that is not visible to the exterior of the residence. Owners of detached single family housing Units acknowledge, by accepting a deed thereto, that proximity factors related to the fact that Units are attached to one another, severely limits the type, size, nature and number of exterior Modifications that might be approved by the Design Review Board, and the Board shall have the unfettered discretion to limit approvals, based on such considerations.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority (but not the duty) on a case-by-case basis to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its 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 pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property. Variances are intended to be able to be granted in circumstances in which the physical attributes of a Lot cause such Lot to be unique or meaningfully distinguishable from the physical attributes of other Lots in the Subdivision, such physical difference(s) giving rise to the above-described unnecessary hardship or practical difficulties. Variances are not intended to be available to enable an Owner to avoid the application of these Restrictions by virtue of such Owner's personal life circumstances or decision-making (i.e., having a dog that can jump more than 48" is NOT a justification for a variance to the 48" maximum fence height limitation; whereas having a Lot that abuts railroad tracks would be such a justification).

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements constructed and landscaping installed by the Developer in connection with the development of the subdivision or initial construction of a home on a Lot, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

## VI. 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 (if any), 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 this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry. The duly authorized agents, officers, managers, 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 this Declaration, including entering upon any Lot(s) for the purpose of inspecting areas to confirm compliance (or non-compliance) with this Declaration, and further including the right and power to photograph or otherwise record/document conditions on a Lot. The Association may enter any Lot to remove or correct any violation of this Declaration 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. Nothing contained in this paragraph shall act to create an obligation on the part of the Association to enter upon Lots to inspect, or to perform maintenance thereon.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, storm water retention or detention, potable water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer 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 Developer 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). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment, to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any improvements thereon, Developer shall be responsible for the restoration of such portions or improvements at Developer's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all public safety personnel including police and fire departments, 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 Lots and Common Property to perform their duties. A specific easement is granted to the State, County, Township, Village and/or City in which the subdivision is located, granting the right but creating no obligation, for the maintenance of any and all improvements or conditions located in areas designated by plat as "Drainage Easements."

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Glen Mary Park, upon which certain areas have been "shaded" or "cross-hatched." The areas



marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Developer, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, or if no Exhibit B is attached hereto, Developer has not reserved any Special Easements.

F. Attached Unit Lot Easements.

(i) Intentionally omitted.

G. No-Build Zones/Non-Disturbance. Any areas (if any) designated on the recorded plat(s) or re-plats of Glen Mary Park, in prior deed restrictions, or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in no-build zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. Any areas designated as "Non-Disturbance" zones shall be construed to be No-Build Zones, except that within Non-Disturbance zones, owners may not perform any maintenance without the prior approval of the Developer.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed by acceptance to a deed to a Lot in the detached single family housing area, to have a membership in the Detached single family housing Association. Each member of the Detached single family housing Association shall also have a membership in the Master Association, which may, under the rules and procedures adopted by each such Association, be required to be exercised corporately as to such Master Association Membership (rather than on an owner-by-owner basis). All Owners shall be responsible for the payment of Assessments to the Master Association, either directly or through the Detached single family housing Association, and to the Detached single family housing

Association. All references herein to an "Association" are deemed to refer, as the context requires, to all Associations, each Association, or a specific Association, as interpreted by the Developer, (and after the Turnover Date, as interpreted by the Board of the Master Association).

B. **Governance.** Except as otherwise provided herein, the Detached single family housing Association shall be governed by a Board of Directors, sometimes referred to as "Trustees", consisting of three (3) persons. Prior to the date that the Developer elects or is required by law to transfer control of the Association to the Lot and Unit Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in any Association matters until the Turnover Date, nor shall any meetings of the Members be required prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the entire Glen Mary Park subdivision (i.e. not just in the Detached single family housing areas). The Turnover of the Master and every Sub-Association is intended to occur concurrently, after Developer ceases to own any Lots in any Sub-Area, provided however, that any legally required transfer of control of any sub-area Association shall not necessitate the turnover of the Master Association or any other sub-area Association, if Developer continues to own one or more Lots in any other area(s) of the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents. Nothing contained herein or in the Association Documents shall be interpreted or construed to limit the right of the Developer to cause the Turnover Date to occur any time prior to the time Developer ceases to own lots at the subdivision, in Developer's sole exercise of its discretion, nor to require such Turnover Date to occur prior to the time that the Developer ceases to own at least one Lot in the Subdivision.

## VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. **Common Property.** Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may 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 Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements; Sub-Area Maintenance. The Association may enter into cost-sharing agreements with other homeowners' associations pursuant to which the Associations agree 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. Additionally, the Detached single family housing Association may provide site maintenance services, such as but not limited to snow removal, yard mowing, and fertilization, as deemed necessary and appropriate by the Association, and as otherwise provided herein, and to equitably apportion the costs of such services to the Owners in the Detached single family housing areas receiving the benefits of such services.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, and the operations of the Association, which shall be consistent with but which may clarify and/or expand the terms of this Declaration and the other Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (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 violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. The provisions of ORC 5212.11 notwithstanding, the Board may, but shall not be required to give prior notice nor appeal/hearing rights to an Owner relative to the imposition of a Lot Assessment, if the Lot Assessment consists of a monetary fine related to non-compliance with the provisions of this Declaration, and further if at least 50% of any such fine is to be waived upon the Owner's taking remedial action relative to such violation within such time period as may be required by the Board.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, 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 the Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. As the Association's agent, the Manager (if any) shall have no direct liability for actions taken thereby at the direction of the Board (but shall be liable for its own malfeasance). The compensation of the Manager shall be a Common Expense, and one or more components of the Manager's compensation may consist of variable amounts payable to the manager directly by Owners as a result of transactions and or occurrences (i.e. the late payment of assessments) involving such individual Owners'

Lots/accounts. The term of any management agreement shall not exceed two years (exclusive of possible renewals) and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include an assessment chargeable upon the initial sale of a Lot for residential occupancy, and miscellaneous fees payable as provided for in a written Management Agreement, for example, fees in the event of subsequent transfers or other transactions involving the Lots.

**G. Insurance.**

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The Association shall carry liability insurance on any and all Retention or Detention Basins for the maintenance of which the Association is responsible. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.
2. The Association shall acquire and pay the premiums attributable to the types of insurance as is required by law, in amounts required by law or as otherwise deemed necessary and prudent by the Board, and 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 Association may levy a Special Assessment pursuant to Section IX 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 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 in trust for the benefit of the Owners.

**I. Books, Records.** Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. Compliance with the foregoing requirement may be achieved, in whole or in part, by books and records available electronically. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering any books and records to a Member who requests the same, and the Association shall not be obligated to provide copies of records containing information of a personal or private nature concerning other Owners' names, account numbers, contact information or similar information; nor unredacted records containing "sensitive" information, such as, for example, the Association's account numbers.

**IX. ASSESSMENTS**

The Association shall operate independently from the Master and all other (if any) sub-area associations at Glen Mary Park, from a financial perspective, each shall have its own budget, and each shall be funded through the assessments provided for herein and in the other Declarations applicable to each Sub-Area Association. Each Owner, by acceptance of a deed to a Lot or Unit at the Property, is deemed to covenant and agree to pay assessments to the Association(s) as described herein, whether or not specifically stated in the deed of conveyance.

A. Operating Fund. The Board shall establish an Operating Fund for financing the annual operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property. The Board shall also establish a Reserve Fund for financing the projected less-frequent-than-annual maintenance costs of the Association, for paying necessary long-term costs and expenses of replacing, repairing and maintaining the Common Property. The Operating Fund and Reserve Fund shall be funded by Member Assessments.

B. Types of Assessments. Upon the sale of each and every Lot and Unit at Glen Mary Park, an initial capital contribution shall be paid to the Master Association, in such amount as determined to be reasonable, initially by the Developer and thereafter by the Board from time to time (chargeable upon each conveyance of the title of a Lot, and, unless otherwise specified by the Developer/Board, to be in the amount of Three Hundred Dollars [\$300.00] per Lot or Unit), and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving 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 and Units. The assessments shall be calculated on a per Lot and/or per Unit basis as to Lots and as to Units. Such assessments may include funds payable to the Master Association for its assessments, which assessments shall be aggregated to define a total amount due and payable to the Master Association. Collection of assessments from individual Lot and Unit Owners shall be the responsibility of the Detached single family housing Associations, even as to the portions of the assessments charged by the Master Association, provided that the Master Association shall have the right, but not the obligation, to step into the shoes of and enforce the rights of the Detached single family housing Association related to such collections, in its sole discretion.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, and including appropriate amounts to fund Reserves as provided by law, and shall assess each Owner of a Lot an Annual Assessment an equal amount based on such estimated expenses and reserves as divided by the total number of Lots and Units. As part of the estimation process, the Board shall also determine which, if any, of the Association's costs (if any) are to be incurred for the benefit of or in the rendering of services to, one or more but less than all of the Lots/Units, and the Annual Assessments chargeable to Owners in such areas as receive special benefits or services shall be adjusted to cause such costs to be paid by the Owners in such areas. Other than as provided in the foregoing sentence, all Owners shall be assessed an equal amount. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date,

Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and to fund part or all of the deficit incurred in operating the Association, in regards to which the Developer shall have the discretion and right to make loans to the Association if deemed desirable by the Developer, to fund shortfalls resulting from cost-overruns and/or by the non-payment of dues by Owners.

D. Special Assessments. The Board may levy against the Lots a Special Assessment to pay for capital expenditures or to fund necessary costs and expenditures not projected to be paid out of the Operating Fund; provided that, *after the Turnover Date* any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

~~E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) or Unit(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s) or Unit(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s) or Unit(s); costs of additional insurance premiums specifically allocable to an Owner; 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 the 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 foregoing notwithstanding, the Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot or Unit of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration, and no such notice and hearing shall be required if at least 50% of the fine can be avoided by the Owner by taking such actions as are necessary, within 30 days of the date of the imposition of the Lot Assessment, to eliminate or remove the violative condition that gave rise to the Lot Assessment.~~

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of at least \$25. Such interest and Late Fees shall not be considered "Lot Assessments" as such term is defined in ORC Chapter 5312.
2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees (none of which shall be considered "Lot Assessments" as such

term is defined in ORC Chapter 5312) 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 against the Owner(s) personally obligated to pay any delinquent assessment. 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot 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 (but shall not be required to) 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 costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. The Association's continuing right to file its lien shall survive a transfer of title to a Lot unless expressly otherwise provided by applicable law, and said rights and any actually filed lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.
4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

## **X. MAINTENANCE**

A. Maintenance by Association. Subject to reasonable fiscal limitations and the exercise of the Board's reasonable business judgment, the Association shall maintain and keep in good repair all Common Property other than the common areas maintained by the Master Association. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures (including entry and similar signage as applicable), 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. Except as otherwise provided herein, each Lot Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Unit, and all portions of, Improvements on and to, and equipment and components used in connection with, his/her Unit. In addition, Owners' maintenance

responsibility includes, without limitation, regularly watering the grass during the grass growing season, mowing, edging, trimming, fertilization, planting bed mulching and periodic weeding, and perennial plant care. Each Ownershall have a duty to maintain an Owner's Lot and house and all Improvements on the Lot in a reasonably neat, clean and well-maintained condition ("well-maintained" being definable from time-to-time by the Board as the average condition of all other Lots in the Subdivision). Each Owner shall promptly furnish all necessary materials and shall perform or cause to be performed at his/her own expense, all maintenance, repairs and replacements on such Owner's Lot that are the Owner's responsibility to provide, and which, if omitted, would adversely affect the safety and usefulness of the Common Property, or unreasonably diminish property values in the Subdivision. Each Owner covenants to work together in good faith with the Association, to coordinate the relative maintenance responsibilities of each other.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot and Unit in the manner required herein, and if the Board determines that any maintenance of that Lot and/or Unit 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 this Declaration, 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 in doing so, including administrative costs for the coordination of such work.

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.

## XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and may not be terminated without Developer's consent during such time; and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a vote of not less than 75% of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, the Township, City or Village exercising jurisdiction over the Property, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, 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, in the case of an action brought by the Developer or Association, the recovery of reasonable attorneys' fees). Failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration



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 of this Declaration or the Rules. Any person having the right to enforce these Restrictions may also require that the Association be required to discharge its duties as described herein, but the Association shall not, in any case, be liable for any monetary damages, nor shall an award of attorney's fees be available to a Plaintiff in any such case. If the Association fails to discharge its duties hereunder, the City, Village and/or Township shall have, in addition to the other rights and remedies described herein, the right to perform any maintenance that is the obligation of the Association, and to assess the Lot owners for all costs (including administrative costs and reasonable overhead, legal fees, etc.) incurred in performing such maintenance work.

C. Amendments. Until the Turnover Date Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements 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 Turnover Date, Developer may unilaterally amend this Declaration, 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 Developer without the written consent of Developer or the assignee of such right or privilege. Developer 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 this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees 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 Developer, to reflect and address the different character or intended development of any such additional property. After the Turnover Date, this Declaration may be amended as provided by Ohio law.

D. Developer's Rights to Complete Development. Developer 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 owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee 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 this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer 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 Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, ~~that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting.~~ Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, ~~for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.~~

F. Mortgagee 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:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration 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 request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any 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 Board members, 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 Board members, 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 such Board members, officers or trustees

may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, 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 Board member, officer or trustee, or former Board member, officer or trustee, may be entitled. The Board may cause the Association to indemnify a third party manager hired by the Board, for losses and liabilities arising from such manager's performance of services in conformity to the directions of the Board.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, 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 this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

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.

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

Glen Mary Development, LLC  
An Ohio limited liability company

BY: [Signature]  
Name: Julie Zicka  
As its: MEMBER

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this 30<sup>th</sup> day of OCTOBER, 2020, by JULIE ZICKA the member of Glen Mary Development, LLC, on behalf of said corporation and limited liability company.



EDWIN FARRUGGIA  
Notary Public, State of Ohio  
My Commission Expires:  
October 5th, 2025

[Signature]  
Notary Public

This Instrument Prepared by David A. Dye, Esq., DAVID A. DYE CO., LPA, P.O. Box 433, Grove City, Ohio  
43123

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**DESCRIPTION FOR: Glen Mary Partners, LLC**

**LOCATION: Glen Mary Drive  
19.014 Acres**

Situate in Baylor Military Survey 511, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Beginning at the southwest corner of Lot 4, Windsor Place Subdivision as recorded in P.B. 13, Pages 218-219 (all records of the Clermont County, Ohio Recorder's Office);

Thence, with a south line of said Windsor Place Subdivision, South  $81^{\circ}37'16''$  East, 269.36 feet to a set pin (all pins set are  $5/8''$  iron rebar, 30" in length, capped "McGill Smith Punshon");

Thence, with an east line of said Windsor Place Subdivision, North  $05^{\circ}10'37''$  East, 396.88 feet to a set pin;

Thence, with new division lines, the following three (3) courses and distances:

1. South  $63^{\circ}06'48''$  East, 871.13 feet to a set pin;
2. South  $48^{\circ}31'52''$  East, 28.41 feet to a set pin;
3. North  $41^{\circ}45'19''$  East, 260.71 feet to a set pin in a northwest line of Glen Mary Drive (R/W Varies) as dedicated in P.B. 18, Page 12;

Thence, along southerly lines of said dedicated right-of-way, the following seven (7) courses and distances:

1. Along an arc deflecting to the left, having a radius of 225.00 feet, a central angle of  $06^{\circ}38'47''$ , a length of 26.10 feet, the chord of said arc bears South  $38^{\circ}25'55''$  West, 26.09 feet to a set pin;
2. South  $54^{\circ}53'28''$  East, 50.00 feet to a set pin;
3. Along an arc deflecting to the right, having a radius of 86.00 feet, a central angle of  $52^{\circ}59'28''$ , a length of 79.54 feet, the chord of said arc bears North  $61^{\circ}36'16''$  East, 76.73 feet to a set pin;
4. Along an arc deflecting to the right, having a radius of 46.00 feet, a central angle of  $24^{\circ}19'01''$ , a length of 19.52 feet, the chord of said arc bears South  $79^{\circ}44'30''$  East, 19.38 feet to a set pin;

5. Along an arc deflecting to the right, having a radius of 186.00 feet, a central angle of  $32^{\circ}02'22''$ , a length of 104.01 feet, the chord of said arc bears South  $51^{\circ}33'48''$  East, 102.66 feet to a set pin;
6. South  $35^{\circ}32'37''$  East, 69.27 feet to a set pin;
7. Along an arc deflecting to the left, having a radius of 225.00 feet, a central angle of  $29^{\circ}17'35''$ , a length of 115.03 feet, the chord of said arc bears South  $50^{\circ}11'25''$  East, 113.78 feet to a set pin at the northwest corner of the lands conveyed to Clermont Health Realty, LLC by deed recorded in O.R. 2773, Page 369;

Thence, with the westerly lines of said Clermont Health Realty, LLC lands, South  $69^{\circ}17'21''$  West, 434.87 feet to a set pin and South  $06^{\circ}36'54''$  West, 372.95 feet to a point in the north line of the lands conveyed to Francis A. and Martha Jane Rapp by deed recorded in D.B. 401, Page 249 and witnessed by an existing lathe lying 0.3' south;

Thence, along the north line of said Francis A. and Martha Jane Rapp lands, North  $83^{\circ}24'37''$  West, 268.38 feet to an existing  $5/8''$  iron pin at the northeast corner of lands conveyed to William J. Rapp by deed recorded in O.R. 2474, Page 1052;

Thence, with north lines of said William J. Rapp, the following three (3) courses and distances:

1. North  $83^{\circ}32'36''$  West, 512.75 feet to an existing  $5/8''$  iron pin with cap (H & M);
2. North  $05^{\circ}53'54''$  East, 40.49 feet to an existing  $5/8''$  iron pin with cap (H & M);
3. North  $83^{\circ}21'06''$  West, 79.33 feet to an existing fence post at the northeast corner of lands conveyed to Donna L. Smith by deed recorded in O.R. 2505, Page 2446;

Thence, with the north line of said Donna L. Smith lands, North  $83^{\circ}20'15''$  West, 348.41 feet to a point in the east line of Lot 1 Replat, Pfeiffer Estates as recorded in P.B. 16, Page 231 and witnessed by an existing  $5/8''$  iron pin lying 1.5' east. Said point also being witnessed by the apex of an existing stone lying 0.3' south and 1.4' east;

Thence, along the east line of said Lot 1 Replat, North  $07^{\circ}06'04''$  East, 342.88 feet to an existing fence post at a southeast corner of Lot 7 of aforesaid Windsor Place Subdivision;

Thence, with the east line of said Lot 7, North  $07^{\circ}50'43''$  East, 77.84 feet to the point of beginning.

**Containing 19.014 acres of land.**

Subject to all legal highways, easements and restrictions of record.

North based on US State Plane NAD 83 (Ohio South Zone 3402).

The above described real estate is part of the same premises conveyed to Glen Mary Partners, LLC as described and recorded in Official Record 2843, Pages 3085-3089, records of the Clermont County, Ohio Recorder's Office and identified as Parcel Nos. 290109.040. on the Tax Maps of said County.

Being the result of a survey and plat dated the 30<sup>th</sup> of June 2020, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

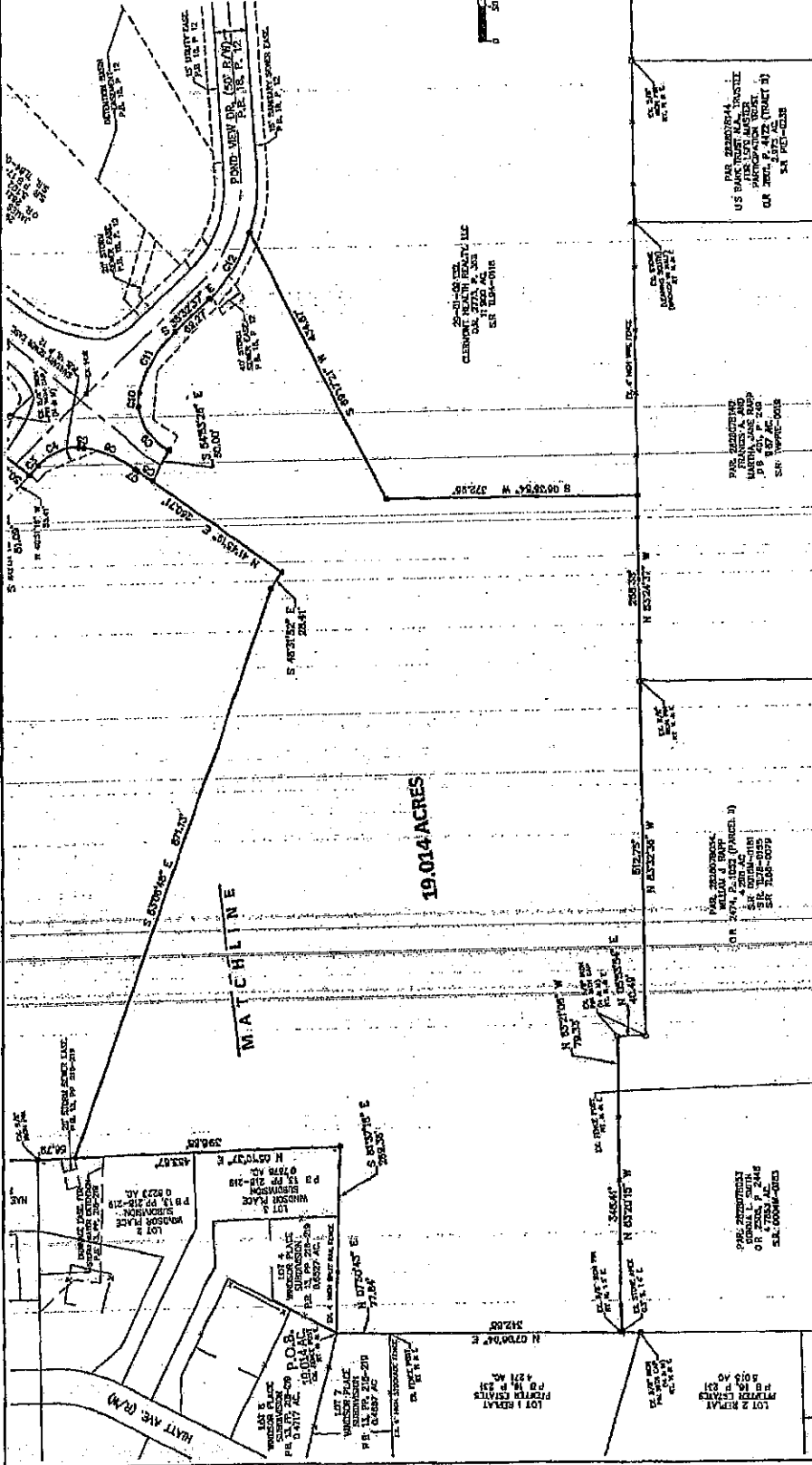
Date: 30 JUN 2020

MSP No.: 16449.02

16449023-OLELEG-79\_014ac.docx



PARCEL I.D. No.:  
290109.040.



- LEGEND**  
 (S) SURVEY POINT  
 (C) CURVE CENTER  
 (R) RADIUS POINT  
 (T) TANGENT POINT  
 (M) MIDDLE POINT  
 (E) END POINT  
 (B) BENCH MARK  
 (P) PIERCE POINT  
 (S) SURVEY POINT  
 (C) CURVE CENTER  
 (R) RADIUS POINT  
 (T) TANGENT POINT  
 (M) MIDDLE POINT  
 (E) END POINT  
 (B) BENCH MARK  
 (P) PIERCE POINT

**PLAT OF SURVEY**  
**35.759 ACRES TOTAL**

SITUATED IN BAYLOR TOWNSHIP,  
 PIERCE TOWNSHIP, CLEMONT COUNTY, OHIO  
 AND BEING THE SAME PREMISES AS COVERED BY GLEN HART  
 DEVELOPMENT, LLC BY DEED RECORDED IN O.R. 2844, PP. 437-438,  
 RECORDS OF THE CLERMONT COUNTY, OHIO RECORDERS OFFICE

**MSP**  
**D E S I G N**  
**McGill Smith Purshouse**  
 10000 McGuffey Ave.  
 Cincinnati, OH 45241  
 Phone: 513.733.8800  
 Fax: 513.733.8801  
 Website: www.mspdesign.com

Date: 07 AUG 2020  
 Scale: 1"=100'  
 Property: GLENN, PIERCE  
 Survey: GLENN, PIERCE  
 Survey ID Number: 290109.040  
 Project Number: 1648822.MSP01  
 Drawing: 1648822.MSP01  
 File No: 24488 Sheet No: 1/2



*Richard Dill*  
 08/07/2020

Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	224.00'	173.48'	171.82'	S89°47'17"	40°08'56"
C2	160.00'	81.76'	80.91'	S24°23'21"	33°37'28"
C3	300.00'	183.51'	183.51'	S30°30'36"	30°17'46"
C4	30.00'	61.17'	61.17'	S85°53'17"	62°08'16"
C5	46.00'	71.97'	74.08'	S174°07'17"	82°03'33"
C6	100.00'	143.93'	143.93'	S27°46'37"	30°17'47"
C7	224.00'	173.48'	171.82'	S89°47'17"	40°08'56"
C8	224.00'	173.48'	171.82'	S89°47'17"	40°08'56"
C9	46.00'	71.97'	74.08'	S174°07'17"	82°03'33"
C10	46.00'	71.97'	74.08'	S174°07'17"	82°03'33"
C11	186.00'	144.00'	142.26'	S53°33'47"	33°02'27"
C12	224.00'	173.48'	171.82'	S89°47'17"	40°08'56"

**NOTES:**  
 NORTH BASED ON US STATE PLANE MAP 83 (TWO SOUTH ZONE 3400)  
 OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.  
 DIMENSIONS GENERALLY IN OGDON CONDITION UNLESS NOTED OTHERWISE.  
 SURVEY BASED ON FIELD EVIDENCE AND NOTES & PLANS OF RECORDED ADJACENT  
 DOCUMENTS SHOWING HEREON WERE RECORDED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS AND  
 MAY NOT COMPRISE ALL OF THE EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.  
 NO EVIDENCE OBSERVED IN THE SURVEYED PROPERTY.  
 YES TO CLEMONT CO. LOCAL ORDINANCES:  
 P.O.L. 15.415 AL -> MIN. No. 10 - N. 07°50'45" E. 226.84'  
 P.O.L. 15.418 AL -> MIN. No. 100 - S. 89°53'59" E. 780.00'  
 MIN. No. 03 -> MIN. No. 100 - S. 57°07'17" E. 504.15'  
 BEING THE SAME PREMISES AS COVERED BY GLEN HART DEVELOPMENT, LLC BY DEED RECORDED IN  
 O.R. 2844, PP. 437-438, RECORDS OF THE CLERMONT COUNTY, OHIO RECORDERS OFFICE.

**EXHIBIT B**

**SPECIAL EASEMENTS SITE PLAN**

**[NONE IF NOTHING ATTACHED]**

**EXHIBIT C**

**APPROVED MAILBOX DETAIL**

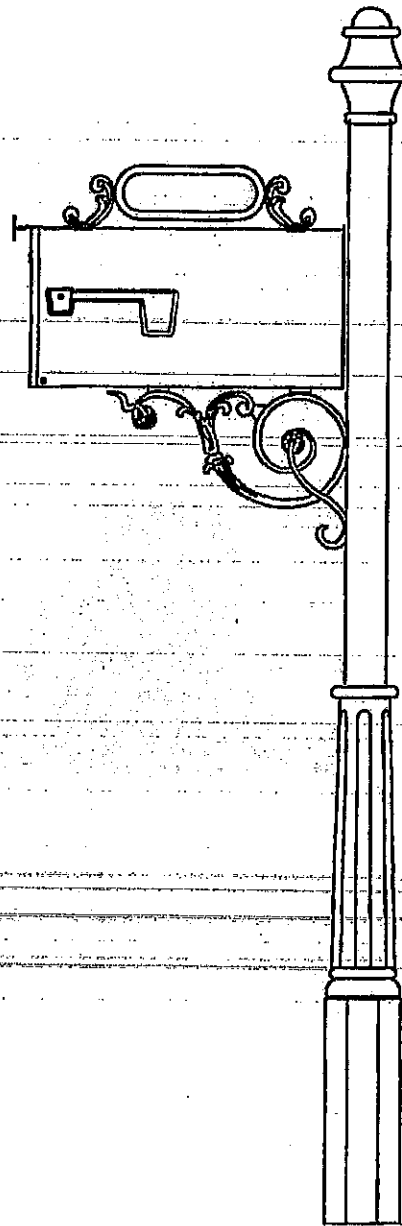
**[NONE IF NOTHING ATTACHED]**



**IMPERIAL**  
Mailbox Systems

PO Box 340, Millbrook, AL 36054  
Tel: 800-647-0777 :: Fax: 334-285-6635  
Web: www.imperialmailboxsystems.com

## C2-5105



**DIE CAST CONSTRUCTION  
DIRECT GROUND BURIAL  
MATCHING STREET SIGNS  
DURABLE ENAMEL FINISH  
\*\* RUST FREE \*\***

**Options Available:**

Custom Colors  
Custom Logos  
Brass Numerals  
Newspaper Holders

**USPS Standards:**

42"-48" from road surface to  
bottom of mailbox.  
6"-8" from face of curb to  
mailbox door.

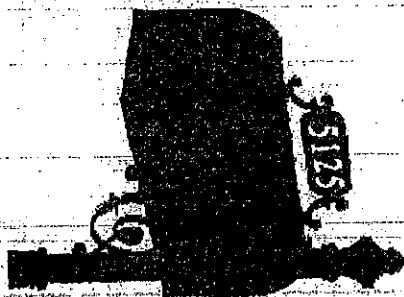


**USPS APPROVED**  
**IMPERIAL**  
IMI Mailbox Systems



**U.S. D.O.T.  
APPROVED**

Note: USPS STD 7B Approved Mailboxes Are Required for all Residential Developments, per United States Postal Service.



**EXHIBIT D**

**CODE OF REGULATIONS (BY-LAWS)**

attached

**CODE OF REGULATIONS**

**OF**

**GLEN MARY PARK DETACHED SINGLE FAMILY HOUSING HOMEOWNERS'  
ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND PURPOSE**

Section 1.01. The name of this Ohio nonprofit corporation is Glen Mary Park Detached single family housing Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the Association is formed are generally, to serve as a "homeowners association" as that term is defined in Section 528 of the United States Internal Revenue Code as now in effect and as may be amended from time to time (the "Code"), and as a Planned Community Association as defined in Chapter 5312.01 et seq. of the Ohio Revised Code, for the detached single family housing areas of the residential community known as Glen Mary Park (as required by context, the term "Subdivision" is used herein to refer specifically to the detached single family housing areas, and alternatively to Glen Mary Park in its entirety). To that end, the Association's purpose includes the right and power for common purposes to hold title to, or easements over, land currently within the Subdivision (including but not limited to retention/detention areas and/or landscape entry areas), and all other property at any time added to the Subdivision and made subject to any recorded deed restrictions applicable to the Subdivision, and to hold, own and make use of personal property in furtherance of any other purposes for which the Association is formed, to maintain and administer such land, common areas and personal property in accordance with the common plan, plat(s) and/or Deed Restrictions applicable to the Subdivision; to enforce (as determined prudent) all restrictions of record for Subdivision, (the "Restrictions") and any other plans, plats, amendments or restrictions of record which make property subject to the Restrictions, or the Association, including property which may be added in the future.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

## ARTICLE II

### MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Development is a Member of the Association (hereinafter a "Member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein or in the Restrictions, on any question for which the vote of Members is permitted or required, the owner or owners of each lot in the Development shall be entitled to exercise one vote for each such lot that he, she or they own, *provided however*, that until the Turnover Date (as defined in the Declaration), all voting power of the Association's members shall be exercised by the Declarant/Developer, or its successors and assigns. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as Members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot, and if no majority exists, the voting rights for such lot shall be deemed waived until a majority exists. If only one such person attends a meeting, votes or executes a consent, then that person may act for all.

Section 2.04. A corporation which is a Member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to



vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a Member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

Section 2.06. A Member's voting rights shall be suspended during any time period that such Member has delinquency with the Association. For purposes hereof, a member shall be deemed to have a delinquency during any time period that such Member has an outstanding sum payable to the Association which sum has not been paid, and which remains unpaid beyond the date on which such payment became due and payable.

## ARTICLE III

### MEETINGS OF MEMBERS

Section 3.01. After the Turnover Date, an annual meeting of the voting Members for the election of trustees, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting should be held on the last Monday in March of each year, or on such other date within 60 days prior thereto or thereafter, as may be designated by the Board of Trustees of the Association (the "Board of Trustees" or the "Board") from time to time. Prior to the Turnover Date, no meetings shall be required. The Board may, in any year in which circumstances make it necessary or desirable to do so, and for good cause, schedule the annual meeting in a given year to occur outside of said date range.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Trustees acting with or without a meeting, or by Members entitled to exercise not less than ten percent (10%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such

a meeting, it shall be the duty of the President or Secretary to call such meeting and give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Trustees or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Association (or by a third-party designee thereof) by personal delivery or sent by mail not more than sixty (60) nor less than ten (10) days before the meeting, to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at his or her address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Trustees may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the Meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time, and at the adjourned meeting any business may be transacted as if the meeting has been held as originally

called. Voting by absentee ballot shall be permitted, only at meetings for which such availability has been designated in the meeting notice; and at any meeting for which absentee ballots are permitted, the number of absentee ballots cast shall be included only in the calculation of votes for determining the passage or non-passage of matters submitted to a vote, but such number shall not be included in calculating the quorum, or the number of votes necessary to adjourn or continue such meeting.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting. The Association shall, generally, proceed in accordance with Roberts' Rules of Order, provided that the failure to follow such rules shall not invalidate any action taken unless such failure results in a materially prejudicial consequence (the burden of proving the material and prejudicial nature of the failure/consequence, is on the person challenging the action so taken).

Section 3.08. At all elections of Members of the Board of Trustees the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting unless for any particular purpose the vote of a greater percentage of the voting power of all Members is required by law, the Articles, this Code of Regulations or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising a majority of the voting power of all Members or such greater proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote which may be taken at a meeting of Members may also be conducted by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing Members of the Board of Trustees) proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Association.

## ARTICLE IV

### BOARD OF TRUSTEES

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Trustees consisting of three (3) persons. For all purposes hereunder, the term "Trustee" shall be deemed to be interchangeable with and shall mean the same thing as, "Director". Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the restrictions, the Articles and this Code of Regulations until they resign, or until their successors are elected and qualified. Members of the Board of Trustees must be Members of the Association, in good standing. Trustees shall be elected at the regular annual meeting of Members of the Association or at special meetings called for that purpose. Each Trustee who is elected shall serve for a term of three (3) years and until his or her successor is elected and qualified, or until he or she resigns. Trustees' terms shall be staggered. At the meeting held on the Turnover Date, three (3) Trustees shall be elected. The Trustee receiving the highest number of votes shall serve a three (3) year term, the next highest vote recipient shall serve a two (2) year term, and the other elected Trustee shall serve a one (1) year term. At each subsequent Annual Meeting, the Members shall elect a replacement for (or re-elect) the one (1) Trustee whose term expires that year. Any Trustee may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members (including voting by proxy and/or absentee ballot, if applicable). The seat of any Trustee so removed shall be filled as provided in Section 4.03.

Section 4.02. Candidates for election as Trustees may be selected by a Nominating Committee if one is formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Trustee of Trustees. The Nominating Committee (if applicable) may nominate as many candidates as it wishes. If, in combination with nominations received from the floor at the election meeting, the Association nominates less than the number of Trustees to be elected, the Board may elect to proceed with a vote based on those who have been nominated, and either schedule and conduct a Special Meeting to elect the remaining Trustee(s), or to declare there to be a 'vacancy' for purposes of Section 4.03.

Section 4.03. If any Member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining Members of the Board may elect a new Trustee to fill the vacancy. If the remaining Trustees cannot agree upon a person to fill the vacancy within sixty (60) days after such vacancy is created, said remaining Trustees shall call a special meeting of the Members of the Association to fill the vacancy, such meeting to be held within ninety (90) days after the vacancy is created. Any Trustee appointed or elected to fill a vacancy shall hold office for the unexpired term of the Trustee he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Trustees shall hold such meetings from time to time as it deems necessary, and such meetings as may be called by the President from time to time.

Meetings shall be held at such place as the President or a majority of the Trustees may determine, or by joint telephonic or other electronic connection if so requested by the President or a majority of the Trustees, provided however that for a quorum to present, all Trustees must be able to hear and be heard. Board of Trustees meetings may be open to the Members of the Association in the discretion of the Board of Trustees, provided that the Board shall not be required to make special equipment available, or make other accommodations that might be necessary for any individual or group of Members to attend a Board of Trustees meeting, and absent the consent of the Trustees at the meeting, non-Trustee Members of the Association shall have no right to participate in any discussion at the meeting.

Section 4.05. The President or Secretary shall cause written notice of the time and place of all meetings of the Board of Trustees, regular and special, to be duly served upon or sent to each Trustee not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Trustee in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Trustee at any board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him or her of notice of the meeting.

Section 4.06. At all meetings of the Board of Trustees a majority of the Members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meetings had been held as originally called. The act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the restrictions, the Articles or this Code of Regulations. Attendance at a meeting of the Board of Trustees may be in person, or by means of any technology which enables full communication among the Trustees (i.e. any person attending "remotely" must be able to hear, to be heard, and if necessary for the consideration of matters being discussed, able to see or receive documents and/or other physical or visual materials).

Section 4.07. Members of the Board of Trustees shall not receive any compensation for their services as such, but any Trustee may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of Article Seven of the Articles.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting in a writing or writing signed by all of the Trustees, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Trustees may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

## ARTICLE V

### OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Trustees and the President must be a Member of the Board. Officers need not be Members of the Association, and Officers who are neither Trustees nor Members of the Association may be paid such compensation as the Board may reasonably determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person unless otherwise provided by law.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Trustees, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the Members or the Board. If one is appointed, it shall be the duty of a Vice President to perform the duties of the President in the event of his or her absence or disability and such other duties as may be assigned to him or her by the Board. If no Vice President is appointed, the Board shall designate at each meeting at which the President is absent or disabled, the person who shall fulfill the President's duties.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Trustees, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board. Upon the expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Trustees; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the Members, and shall

present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the Members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President. The duties of the Treasurer hereunder may be fulfilled by the Treasurer's supervision of a third-party manager who actually receives, keeps, disburses and maintains the Association's funds and records.

Section 5.05. The Board of Trustees may (but is not required to) create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Such authority and power may also be delegated to a third-party management company retained by the Trustees, provided that such management company must have affirmative reporting obligations to the Trustees, and the management company shall not have the power to make decisions or exercise authority except and to the extent specifically delegated by the Trustees, which authority may be revoked or modified by the Trustees at any time. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its Members at a meeting of the committee or by a writing or writings signed by all of its Members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

## ARTICLE VI

### INDEMNIFICATION

Section 6.01. The Association shall indemnify any officer, Trustee or managing agent of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, with limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no

reasonable cause to believe his or her conduct was unlawful (and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of no lo contendere or its equivalent, shall not, of itself, rebut the presumption that a Trustee's actions were taken in good faith with the reasonable belief that they were in the Association's best interest, and with the reasonable belief that the taking of such action was not unlawful).

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any officer, Trustee or agent of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Trustee of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.



Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such indemnification of the officer, Trustee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer, Trustee or agent, promptly as such expenses are incurred by him or her, but only if such officer or Trustee shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise,

- (A) if it shall ultimately be determined as provided in Section 6.04 that he or she is not entitled to be indemnified by the Association as provided under Section 6.01; or

- (B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6.06. The indemnification provided by Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Trustee of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.07. The Association may (but shall not be required to) purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for-profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 6.08. For purposes of this Article Six, and as examples and not by way of limitation:

- (A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or

without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

- (B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Trustee, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Trustee, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in Article Six; and
- (C) The term "volunteer" shall mean a Trustee, officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to Article Six, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of

Common Pleas of the Ohio county where all or any part of the development is located in any such action, suit or proceeding.

## ARTICLE VII

### NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association. If a Member has provided the Association with an e-mail address for such Member, notices may be sent by e-mail properly addressed to the address provided by the Member. Notices required or permitted to be delivered to or served upon the Association and/or its Trustees must be served in writing, personally, by U.S. Mail delivery, overnight delivery service, or by facsimile if the Association maintains a separate fax number, and/or by e-mail if proof of receipt of such e-mail can be secured.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the Members or Trustees, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

## ARTICLE VIII

### AMENDMENTS

Section 8.01. This Code of Regulations may be amended by the vote of a majority of Members present in person or by proxy at a meeting called for such purpose; or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose (or in a vote conducted by mail) by the affirmative vote of those Members entitled to exercise not less than a majority (greater than 50%) of the total voting power of the Members.

Section 8.02. This Code of Regulations also may be deemed to be "Bylaws" to the extent such reference is made in any deed or other instrument. "Trustees" as denominated herein, are the same as "Directors" as such term is used in the Ohio Revised Code.

-----END-----

**EXHIBIT E**

**ARTICLES OF INCORPORATION**

attached



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/02/2020	202030703062	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

WHARTON LAW, LLC  
810 SYCAMORE ST  
3RD FLOOR  
CINCINNATI, OH 45202

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose**

4566769

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**GLEN MARY PARK DETACHED SINGLE FAMILY HOUSING HOMEOWNERS ASSOCIATION, INC.**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC NONPROFIT CORP - ARTICLES**

Effective Date: 11/02/2020

Document No(s):

**202030703062**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
2nd day of November, A.D. 2020.

**Ohio Secretary of State**



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

# Initial Articles of Incorporation

## (Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

**First:** Name of Corporation:

**Second:** Location of Principal Office In Ohio

City

State

County

**Optional:** Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

**Third:** Purpose for which corporation is formed

**\*\* Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. \*\***

**\*\* Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. \*\***

## Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Glen Mary Park Detached Single Family Housing Homeowners Association, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

LISA M. WHARTON

(Name of Statutory Agent)

810 SYCAMORE ST., 3RD FL.

(Mailing Address)

CINCINNATI

(Mailing City)

OH

(Mailing State)

45202

(Mailing ZIP Code)

Must be signed by  
the incorporators or  
a majority of the  
incorporators.

LISA M. WHARTON

(Signature)

(Signature)

(Signature)

## Acceptance of Appointment

The Undersigned,

LISA M. WHARTON

(Name of Statutory Agent)

, named herein as the

Statutory agent for

Glen Mary Park Detached Single Family Housing Homeowners Association, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

LISA M. WHARTON

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)



By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by the incorporator(s).

LISA M. WHARTON

Signature

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

By (if applicable)

Print Name

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**ARTICLES OF INCORPORATION  
OF  
GLEN MARY PARK DETACHED SINGLE FAMILY HOUSING  
HOMEOWNERS' ASSOCIATION**

**THIRD (continued)**

Purpose

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are as follows:

(a) to enforce the covenants and restrictions of Glen Mary Park Subdivision (the "Subdivision");

(b) to maintain and repair all property and improvements which are the responsibility of the Association according to the Declaration of Covenants, Easements, Conditions and Restrictions for Glen Mary Park, and as shown on the plat for the Subdivision, which plat is to be recorded in the Clermont County, Ohio Records;

(c) to obtain, pay for and maintain any necessary insurance to protect the Association;

(d) to promote social interaction between residents;

(e) to serve as a liaison between the Subdivision and the outside community;

(f) to pay all reasonable and necessary expenses incident to the conduct of the business of the Association;

(g) to do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the owners of the lots in the Subdivision;

(h) to have and to exercise any and all powers, rights and privileges which a corporation organized under non-profit corporation law of the State of Ohio, may now or hereafter have or exercise.

#### FOURTH

##### Membership

Every owner of a lot in the Subdivision shall automatically on acquisition of such ownership interest in a lot, be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Such membership shall terminate upon the sale or other disposition by such lot owner of his ownership interest, at which time the new lot owner shall automatically become a member of the Association.

#### FIFTH

##### Earnings

No part of the net earnings of the Association shall inure to the benefit of or be distributed to its members, Directors or officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE THIRD hereof.

#### SIXTH

##### Dissolution

Upon dissolution of the Association any assets remaining after payment or adequate provision for repayment of all debts and obligations of the Association shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the Association is formed to administer the property and responsibilities of the Association, it assets shall be distributed to its members according to a plan adopted and administered by the Board of Directors consistent with the provision of Ohio Revised Code Section 1702.49 as then in force.

## SEVENTH

### Amendments

Amendment of these Articles shall require the assent of members holding a majority of the voting power of the Association present at a meeting of the Association called for specific purpose of amending these Articles.

Any amendment of these Articles which involves an increase in the assessment to be paid by members of the Association shall require the assent of members holding a 75% majority of the voting power of the Association present at a meeting of the Association called for the purpose.

Amendment of these Articles may also be made according the plan set forth in the Regulations.

## EIGHTH

### Dealing with Association

A Director or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Director or officer or any firm of which such Director or officer is a member of any corporation of which such Director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act. No Director or officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by an organization affiliated with him as a result of such transaction, contract or act. Any such Director or officer may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association which shall authorize or take action in respect of any contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force or effect as if he or any firm of which is a member or a corporation of which he is a shareholder, office or director, were not interested in such transaction, contract or act.

## NINTH

### Indemnification of Directors, Officers or Employees

The Association shall indemnify any and every Director or officer against expenses, judgments, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, to which such Director or officer is or may be made a party by reason of being or having been such Director in the manner set forth in Ohio Revised Code Section 1702.12(c)(1) to the effect

(a) that such Director or officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association of which he is a Director or officer, and (b) that he acted in good faith in what he reasonably believed to be in the best interest of such Association. Such indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under these Articles, the Regulations of this Association, any agreement or any insurance purchased by this Association, or by vote of the members or otherwise.

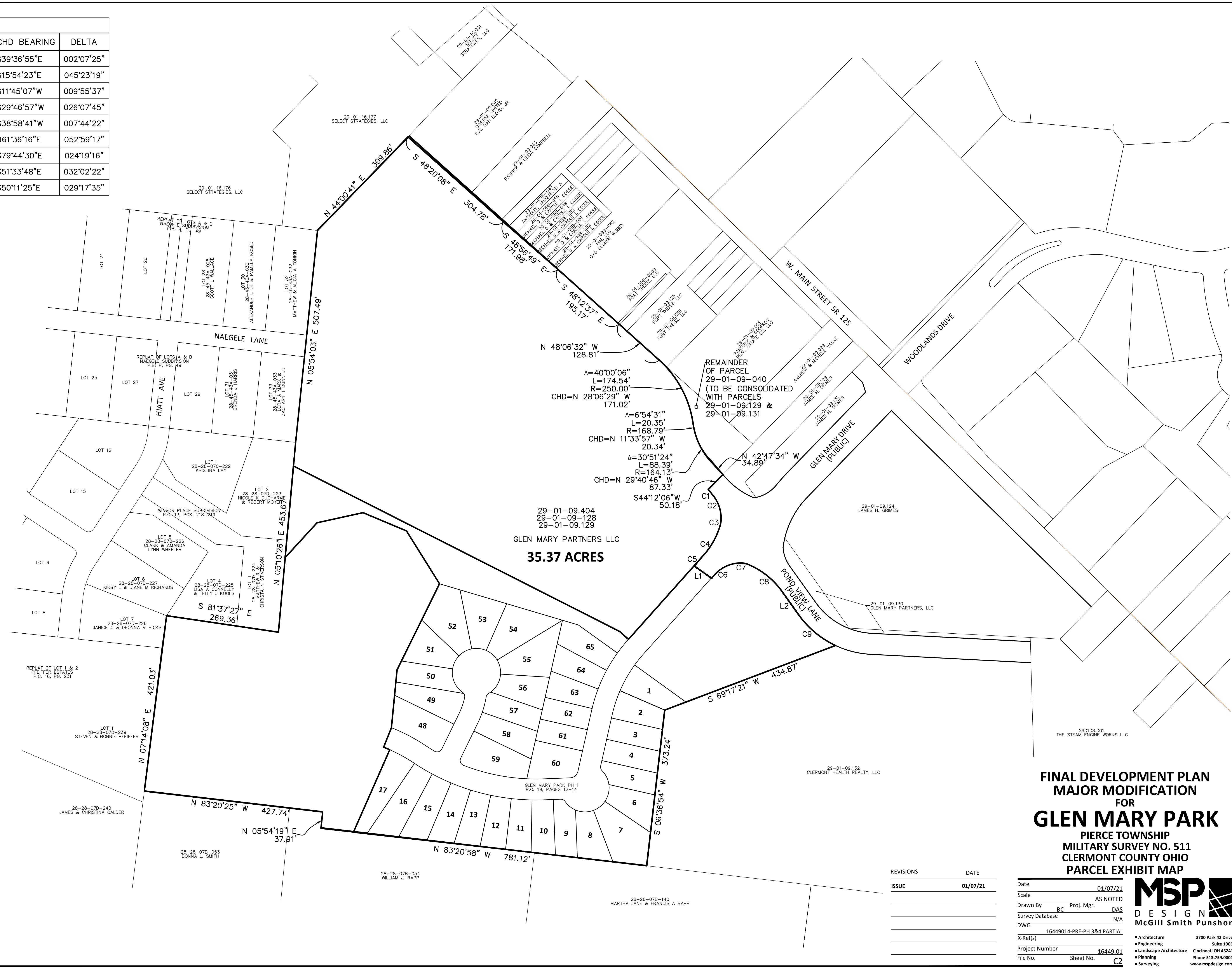
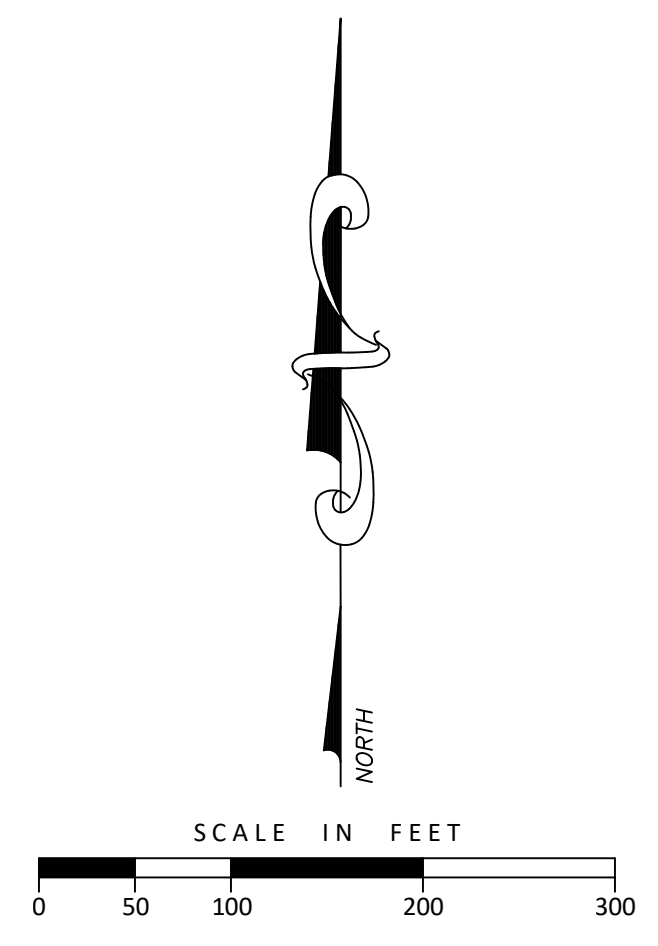
202000036854

INTEROFFICE MAIL TO ENGINEERS OFFICE  
GLEN MARY PARK SUBDIVISION  
PHASE 1



CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	500.00'	18.53'	18.53'	S39°36'55"E	002°07'25"
C2	86.00'	68.13'	66.36'	S15°54'23"E	045°23'19"
C3	46.00'	7.97'	7.96'	S11°45'07"W	009°55'37"
C4	186.00'	84.82'	84.09'	S29°46'57"W	026°07'45"
C5	225.00'	30.39'	30.37'	S38°58'41"W	007°44'22"
C6	86.00'	79.53'	76.73'	N61°36'16"E	052°59'17"
C7	46.00'	19.53'	19.38'	S79°44'30"E	024°19'16"
C8	186.00'	104.01'	102.66'	S51°33'48"E	032°02'22"
C9	225.00'	115.03'	113.78'	S50°11'25"E	029°17'35"

LINE TABLE		
Line #	BEARING	LENGTH
L1	S54°53'28"E	50.00'
L2	S35°32'37"E	69.27'



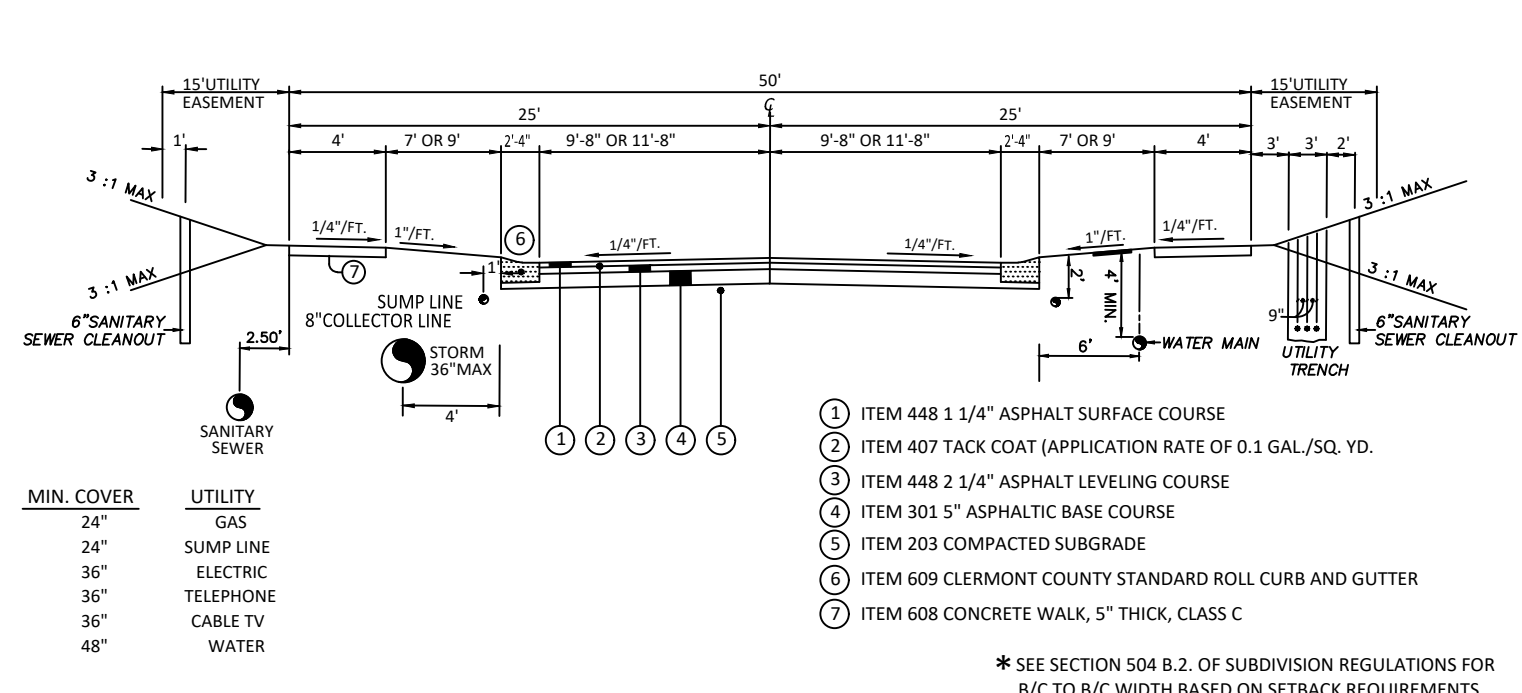
**FINAL DEVELOPMENT PLAN  
MAJOR MODIFICATION  
FOR  
GLEN MARY PARK  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
PARCEL EXHIBIT MAP**

REVISIONS	DATE
ISSUE	01/07/21

Date	01/07/21
Scale	AS NOTED
Drawn By	BC Proj. Mgr.
Survey Database	DAS
DWG	N/A
X-Ref(s)	16449014-PRE-PH 3&4 PARTIAL
Project Number	16449.01
File No.	Sheet No. C2

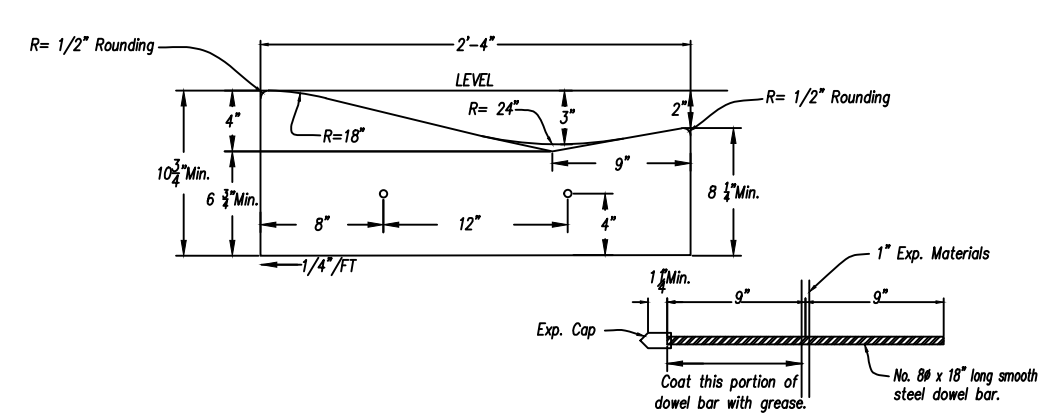
**MSP**  
DESIGN  
McGill Smith Punshon

Architecture 3700 Park 42 Drive  
Engineering Suite 190B  
Landscape Architecture Cincinnati OH 45241  
Planning Phone 513.759.0004  
Surveying www.mspdesign.com



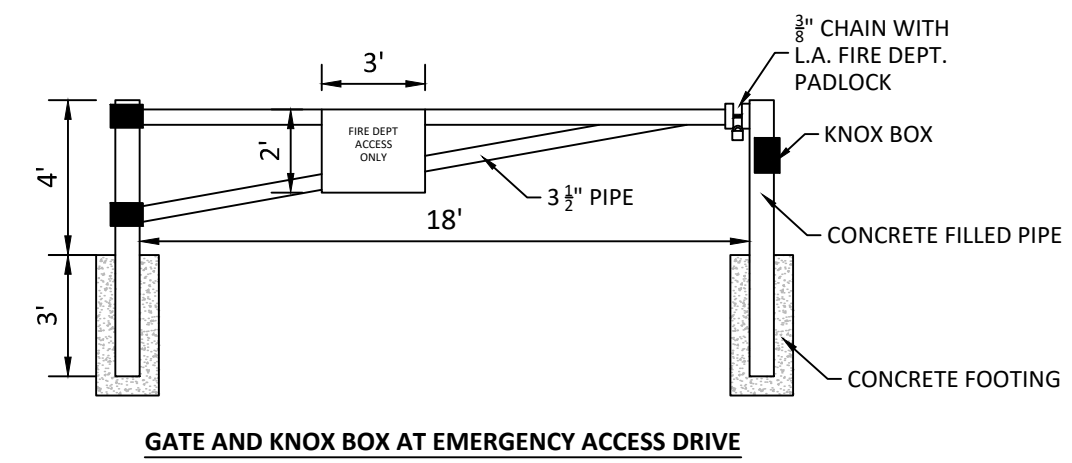
MIN. COVER	UTILITY
24"	GAS
24"	SUMP LINE
36"	ELECTRIC
36"	TELEPHONE
36"	CABLE TV
48"	WATER

**TYPICAL 28' ROADWAY SECTION**  
NOT TO SCALE

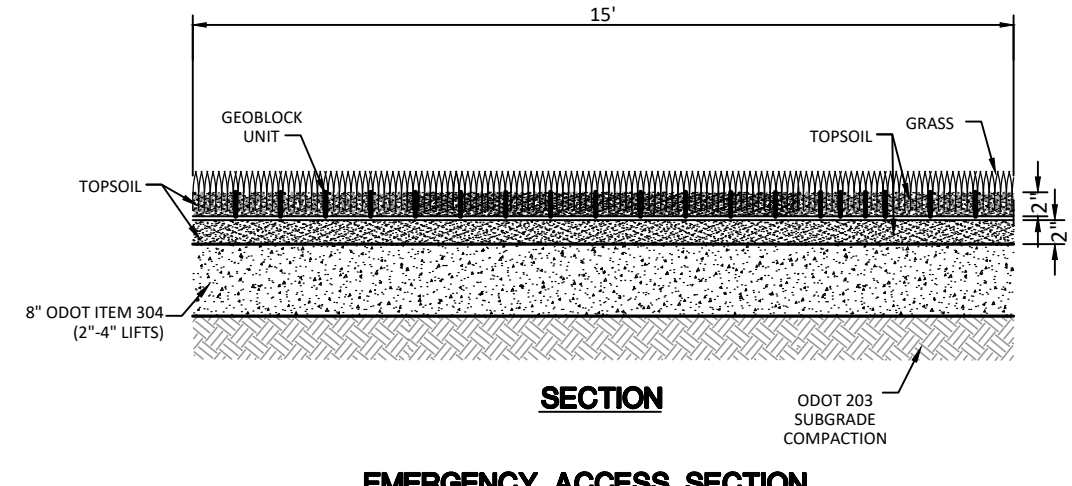
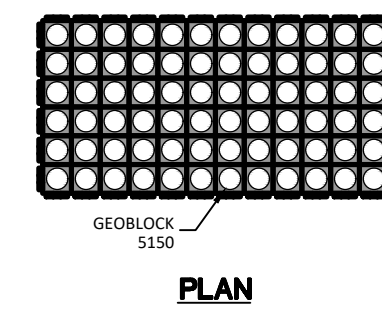


- (1) Concrete for curbs and gutters shall be ODOT Class "C", an approved curing agent shall be applied after finishing.
- (2) Two smooth steel dowel bars, No. 8, x 18 inches long, with expansion caps shall be installed at each expansion joint as shown on the detail.
- (3) All joints shall be vertical and either perpendicular or radial to the back of the curb.
- (4) All exposed edges shall be rounded to 1/2" radius.
- (5) All curbing shall be backfilled before pavement work is begun.
- (6) Requirements as shown with expansion joints at radii and inlets, impressed contraction joints at 10' spacing between expansion joints.
- (7) See ODOT Standard Construction Drawing 892.2 for additional details.
- (8) See ODOT Standard Construction Drawing 892.2 for additional details.

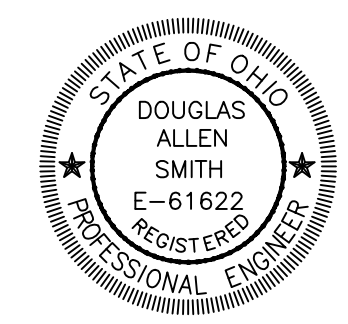
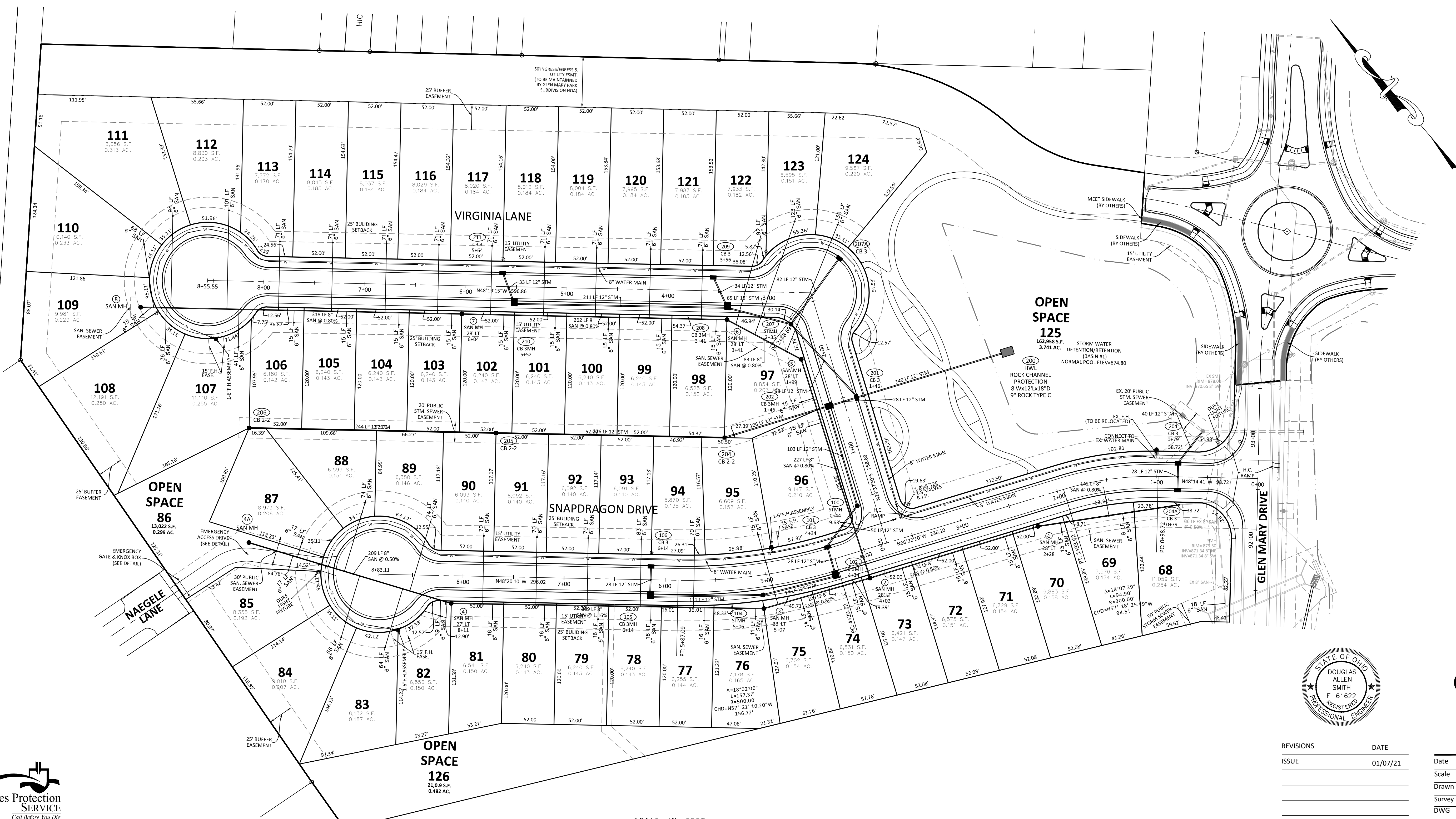
**CLERMONT COUNTY STANDARD CURB**  
NOT TO SCALE



**GATE AND KNOX BOX AT EMERGENCY ACCESS DRIVE**  
NOTE: GATE AND KNOX BOX TO BE CONSTRUCTED PER THE REQUIREMENTS OF THE PIERCE TWP. FIRE DEPARTMENT



**EMERGENCY ACCESS SECTION  
GEOBLOCK 5150**



**FINAL DEVELOPMENT PLAN  
MAJOR MODIFICATION  
FOR  
GLEN MARY PARK  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
IMPROVEMENT PLAN**

REVISIONS	DATE
ISSUE	01/07/21

Date	01/07/21
Scale	AS NOTED
Drawn By	BC
Proj. Mgr.	DAS
Survey Database	N/A
DWG	16449014-PRE-01-PH 3-4
X-Ref(s)	
Project Number	16449.02
File No.	Sheet No. C3

**MSP**  
DESIGN  
McGill Smith Punshon

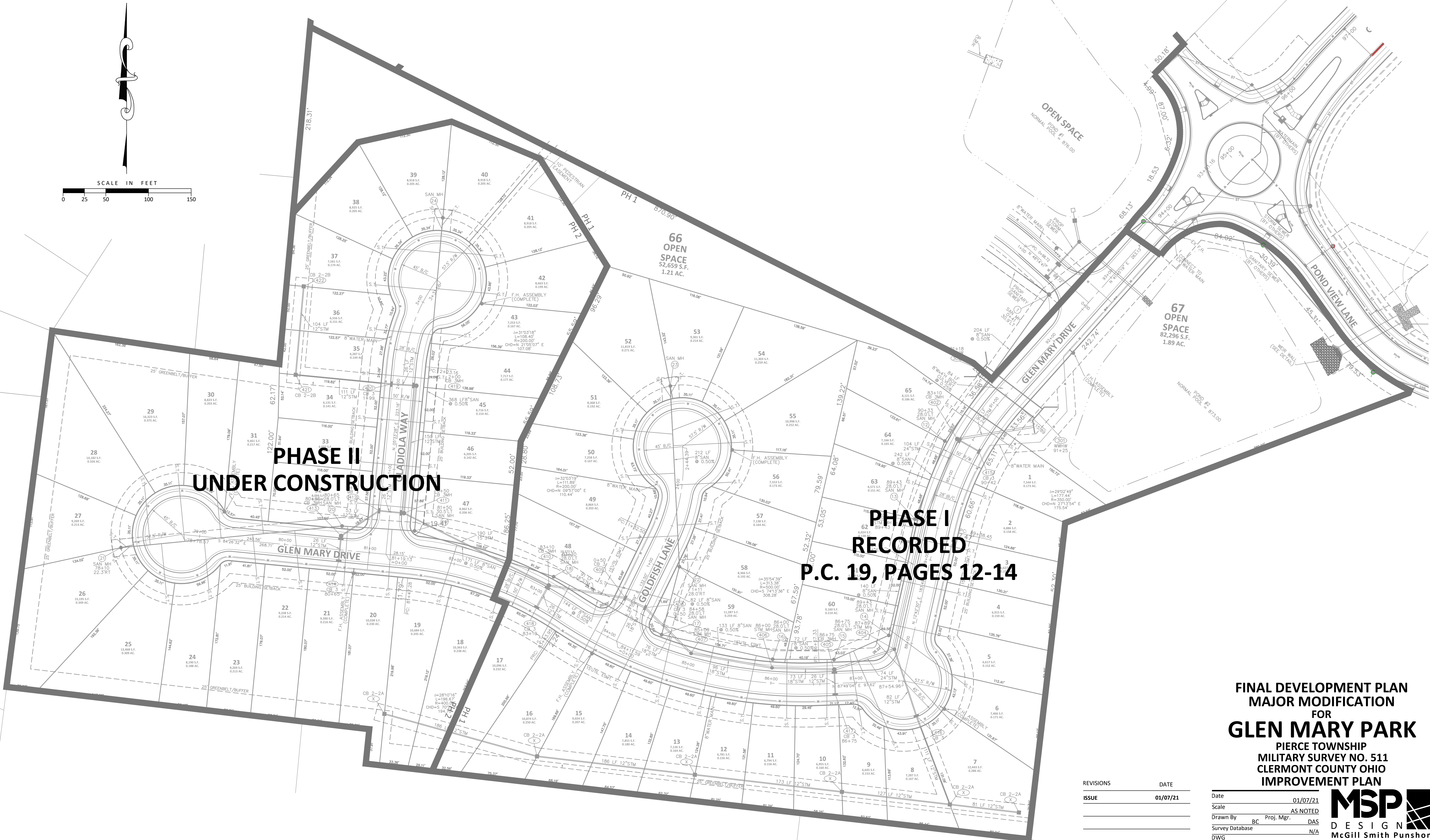
Architecture 3700 Park 42 Drive  
Engineering Suite 1908  
Landscape Architecture Cincinnati OH 45241  
Planning Phone 513.759.0004  
Surveying www.mspsdesign.com

**OHIO**  
Utilities Protection  
SERVICE  
Call Before You Dig  
1-800-362-2764  
CALL TWO WORKING DAYS BEFORE YOU DIG  
(NON MEMBERS MUST BE CALLED DIRECTLY)





SCALE IN FEET  
0 25 50 100 150



**PHASE II  
UNDER CONSTRUCTION**

**PHASE I  
RECORDED  
P.C. 19, PAGES 12-14**

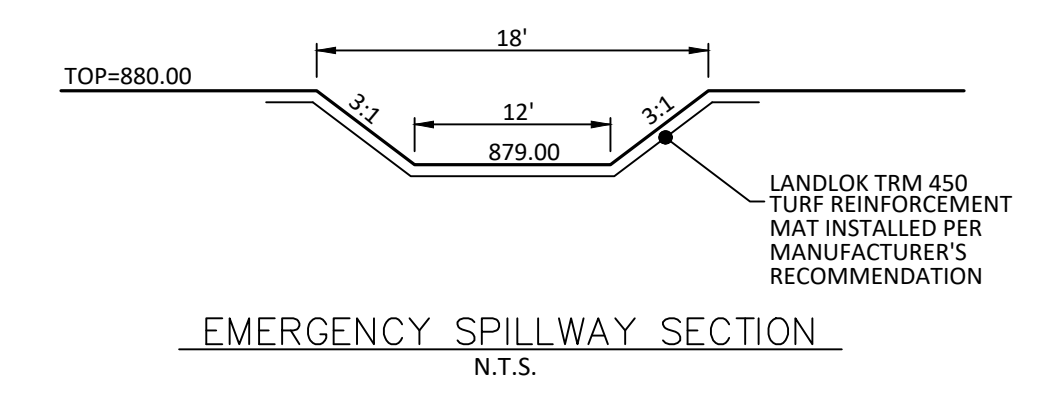
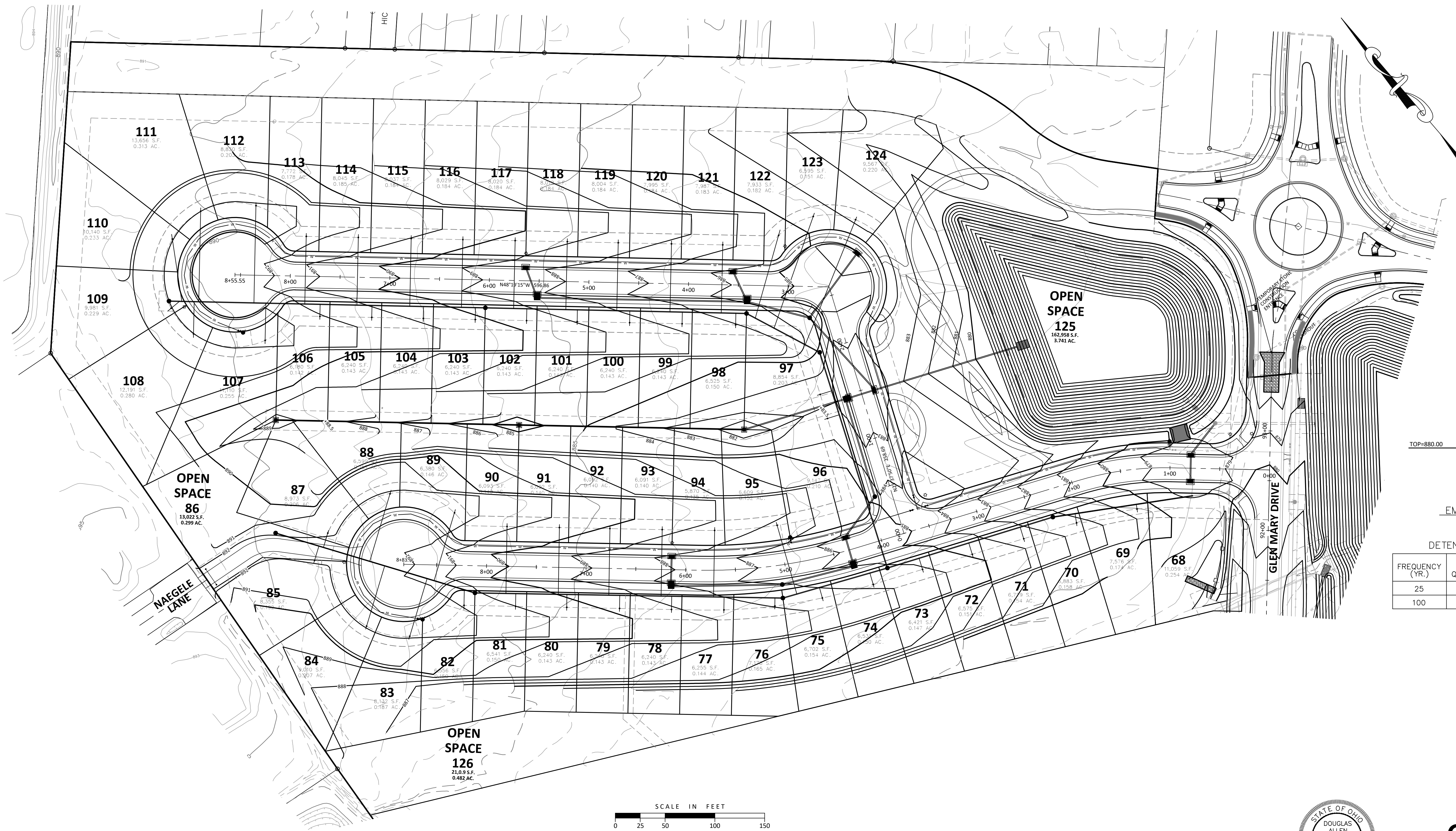
**FINAL DEVELOPMENT PLAN  
MAJOR MODIFICATION  
FOR  
GLEN MARY PARK  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
IMPROVEMENT PLAN**

REVISIONS	DATE
ISSUE	01/07/21

Date 01/07/21  
 Scale AS NOTED  
 Drawn By BC Proj. Mgr. DAS  
 Survey Database N/A  
 DWG 16449014-PRE-PH 3&4 PARTIAL  
 X-Ref(s)  
 Project Number 16449.01  
 File No. Sheet No. C4

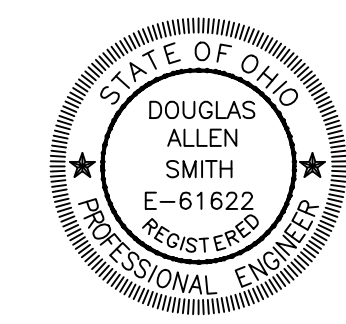
**MSP**  
 DESIGN  
 McGill Smith Punshon

Architecture 3700 Park 42 Drive  
 Engineering Suite 190B  
 Landscape Architecture Cincinnati OH 45241  
 Planning Phone 513.759.0004  
 Surveying www.mspdesign.com



DETENTION BASIN PERFORMANCE DATA

FREQUENCY (YR.)	Q <sub>OUT</sub> (CFS)	Q <sub>ALLOW</sub> (CFS)	PEAK ELEV. (ABOVE MSL)	STORAGE VOLUME (C.F.)
25	3.1	6.9	876.3	54,035
100	5.2	19.0	876.5	60,444



**FINAL DEVELOPMENT PLAN  
MAJOR MODIFICATION  
FOR  
GLEN MARY PARK**  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
**GRADING & S.W.P.P.P. PLAN**

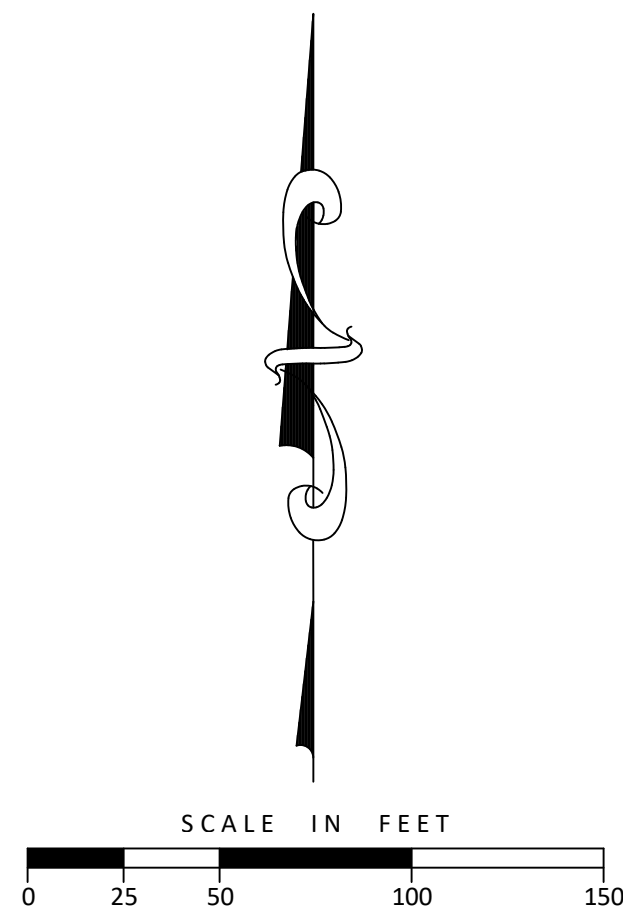
REVISIONS	DATE
ISSUE	01/07/21

Date: 01/07/21  
Scale: AS NOTED  
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DWG: 16449014-PRE-01-PH 3-4  
X-Ref(s):  
Project Number: 16449.02  
File No.: Sheet No. C5

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**PHASE II  
UNDER CONSTRUCTION**

**PHASE I  
RECORDED  
P.C. 19, PAGES 12-14**

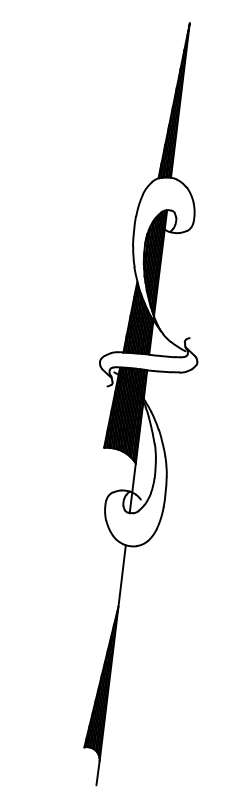
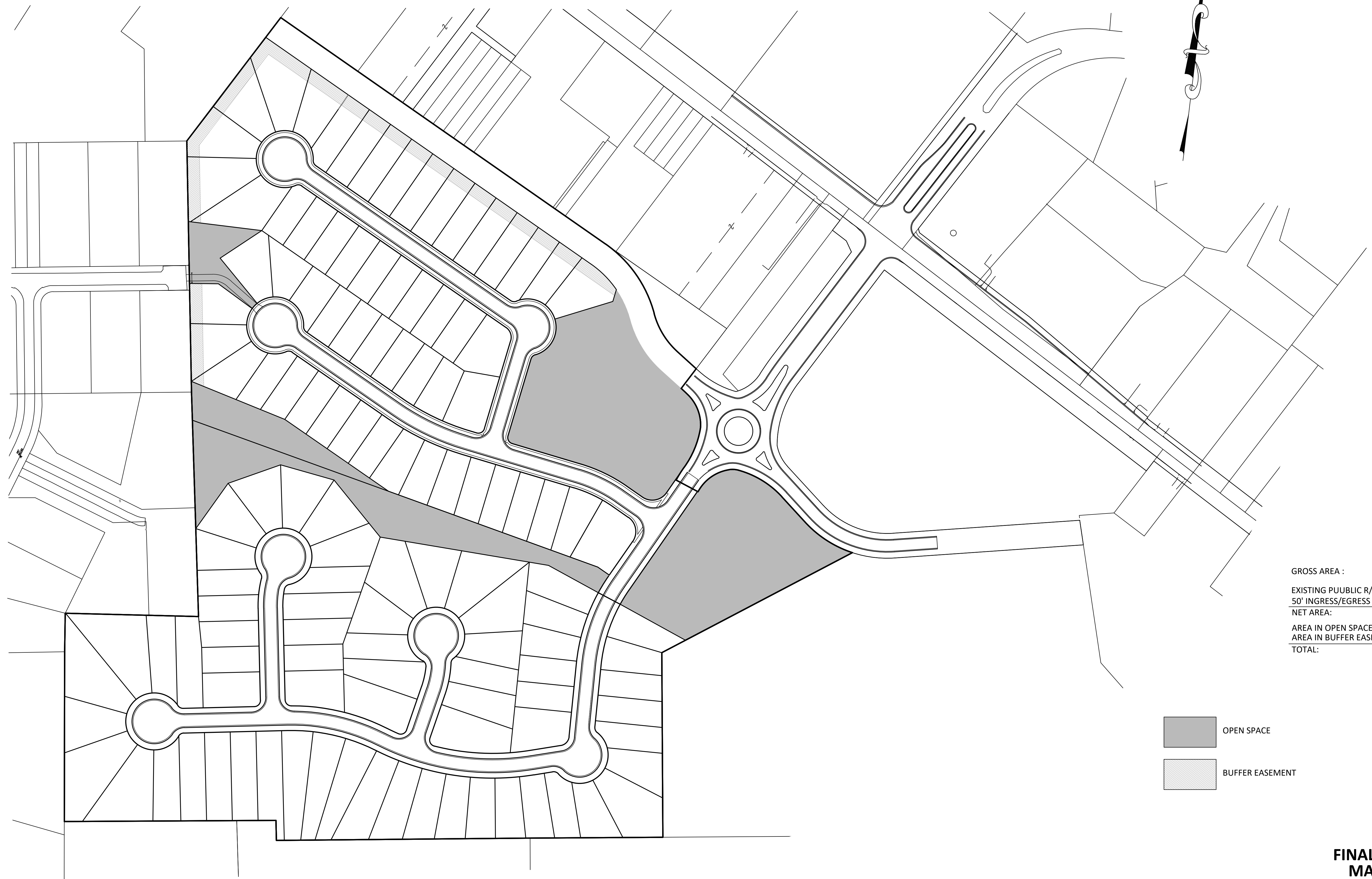
**FINAL DEVELOPMENT PLAN  
FOR  
GLEN MARY PARK  
PIERCE TOWNSHIP  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
GRADING & S.W.P.P. PLAN**

REVISIONS	DATE
ISSUE	01/07/21

Date	01/07/21
Scale	AS NOTED
Drawn By	BC Proj. Mgr.
Survey Database	DAS
DWG	N/A
X-Ref(s)	16449014-PRE-PH 3&4 PARTIAL
Project Number	16449.01
File No.	Sheet No. C6

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GROSS AREA :	35.37 ACRES
EXISTING PUBLIC R/W:	0.00 ACRES
50' INGRESS/EGRESS EASE.:	1.28ACRES
NET AREA:	34.09 ACRES
AREA IN OPEN SPACE:	6.002 ACRES
AREA IN BUFFER EASEMENT:	0.837 ACRES
TOTAL:	6.839 ACRES (20.0%)

OPEN SPACE  
 BUFFER EASEMENT



**FINAL DEVELOPMENT PLAN**  
**MAJOR MODIFICATION**  
 FOR  
**GLEN MARY PARK**  
 PIERCE TOWNSHIP  
 BAYLOR'S MILITARY SURVEY NO. 511  
 CLERMONT COUNTY OHIO  
**OPEN SPACE PLAN**

REVISIONS	DATE
ISSUE	01/07/21

Date	01/07/21
Scale	AS-NOTED
Drawn By	DCA
Proj. Mgr.	DAS
Survey Database	TBC
DWG	16449014-PRE-OPEN SPACE
X-Ref(s)	XREF1 XREF2
Project Number	16449.00
File No.	16449
Sheet No.	C7

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**DRAWING NOTES**

◇ DISPLAY AERATOR

**PLANT SCHEDULE NORTH BUFFER**

EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
NS	<i>Picea abies</i>	Norway Spruce	6'-7' B&B	17
WP	<i>Pinus strobus</i>	White Pine	6'-7' B&B	23
SHADE TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
OGM	<i>Acer rubrum</i> 'October Glory' TM	October Glory Maple	2 1/2" - 3" CAL. B&B	6
LSM	<i>Acer saccharum</i> 'Legacy'	Legacy Sugar Maple	2 1/2" - 3" CAL. B&B	6
BLP	<i>Platanus x acerifolia</i> 'Bloodgood'	London Plane Tree	2 1/2" - 3" CAL. B&B	8

**PLANT SCHEDULE NORTH STREET TREES**

EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
NS	<i>Picea abies</i>	Norway Spruce	6'-7' B&B	3
WP	<i>Pinus strobus</i>	White Pine	6'-7' B&B	3
SHADE TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
ABM	<i>Acer freemanii</i> 'Autumn Blaze'	Autumn Blaze Maple	2 1/2" - 3" CAL. B&B	15
SHL	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skycole' TM	Skyline Honey Locust	2 1/2" - 3" CAL. B&B	4
DR	<i>Metasequoia glyptostroboides</i>	Dawn Redwood	2 1/2" - 3" CAL. B&B	10
BLP	<i>Platanus x acerifolia</i> 'Bloodgood'	London Plane Tree	2 1/2" - 3" CAL. B&B	1
GLL	<i>Tilia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden	2 1/2" - 3" CAL. B&B	8
PE	<i>Ulmus x hollandica</i> 'Pioneer'	Pioneer Elm	2 1/2" - 3" CAL. B&B	19
GVZ	<i>Zelkova serrata</i> 'Green Vase'	Green Vase Zelkova	2 1/2" - 3" CAL. B&B	14



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**GLEN MARY PARK**  
VILLAGE OF AMELIA  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
NORTH STREET TREES AND BUFFER



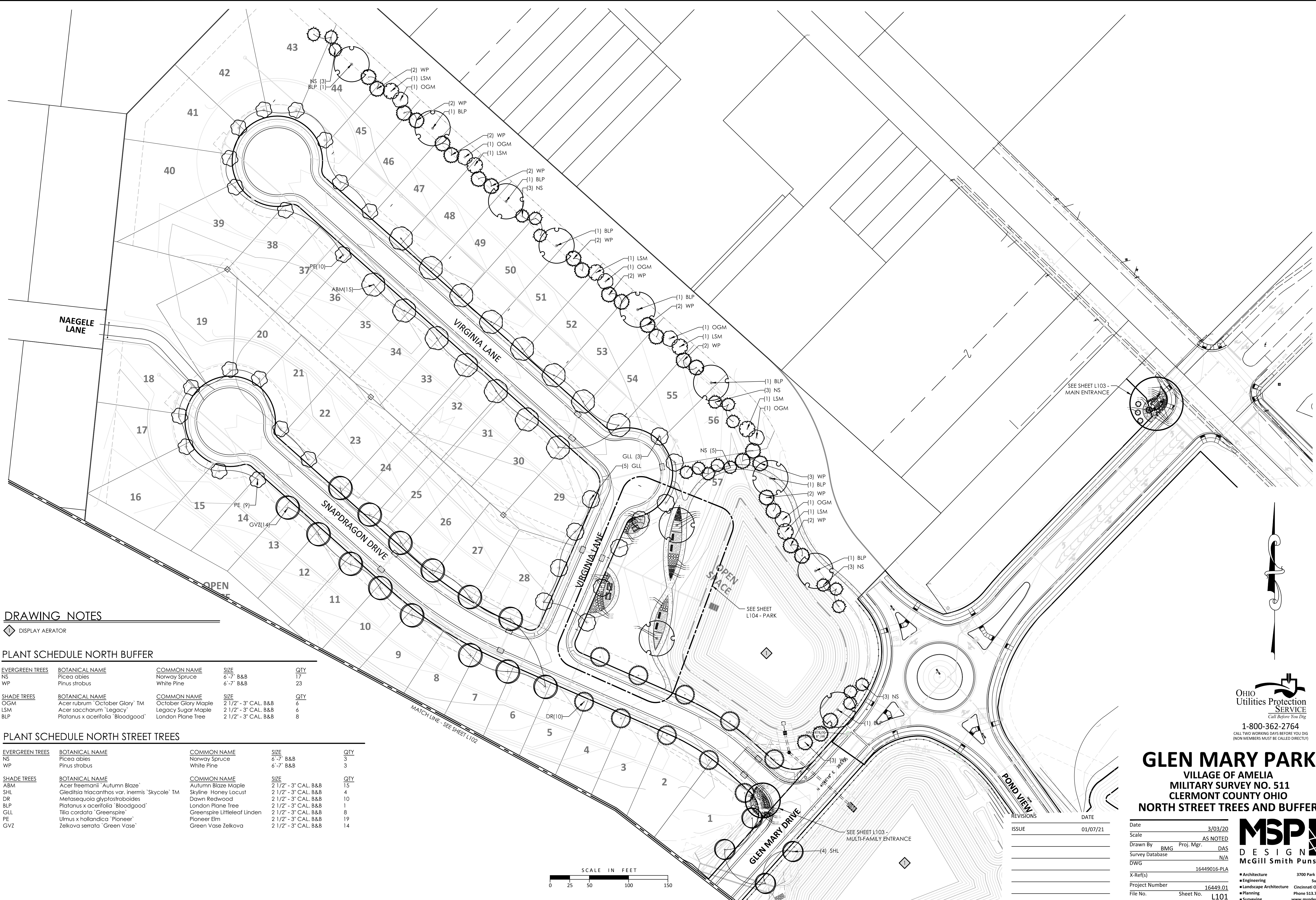
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ISSUE	01/07/21

Date	3/03/20
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Survey Database	N/A
DWG	
X-Ref(s)	16449016-PLA
Project Number	16449.01
File No.	Sheet No. L101

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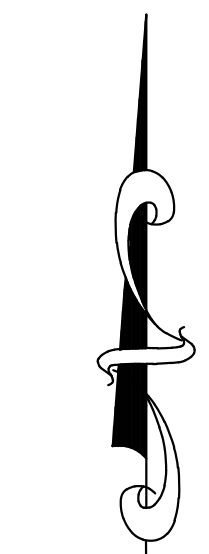
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PLANT SCHEDULE SOUTH STREET TREES

SHADE TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
SHL	Gleditsia triacanthos var. inermis 'Skycole'™	Skyline Honey Locust	2 1/2" - 3" CAL. B&B	18
DR	Metasequoia glyptostroboides	Dawn Redwood	2 1/2" - 3" CAL. B&B	23
GLL	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2 1/2" - 3" CAL. B&B	8
PE	Ulmus x hollandica 'Pioneer'	Pioneer Elm	2 1/2" - 3" CAL. B&B	21



SCALE IN FEET  
0 25 50 100 150

**GLEN MARY PARK**  
VILLAGE OF AMELIA  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
SOUTH STREET TREES

REVISIONS	DATE
ISSUE	01/07/21

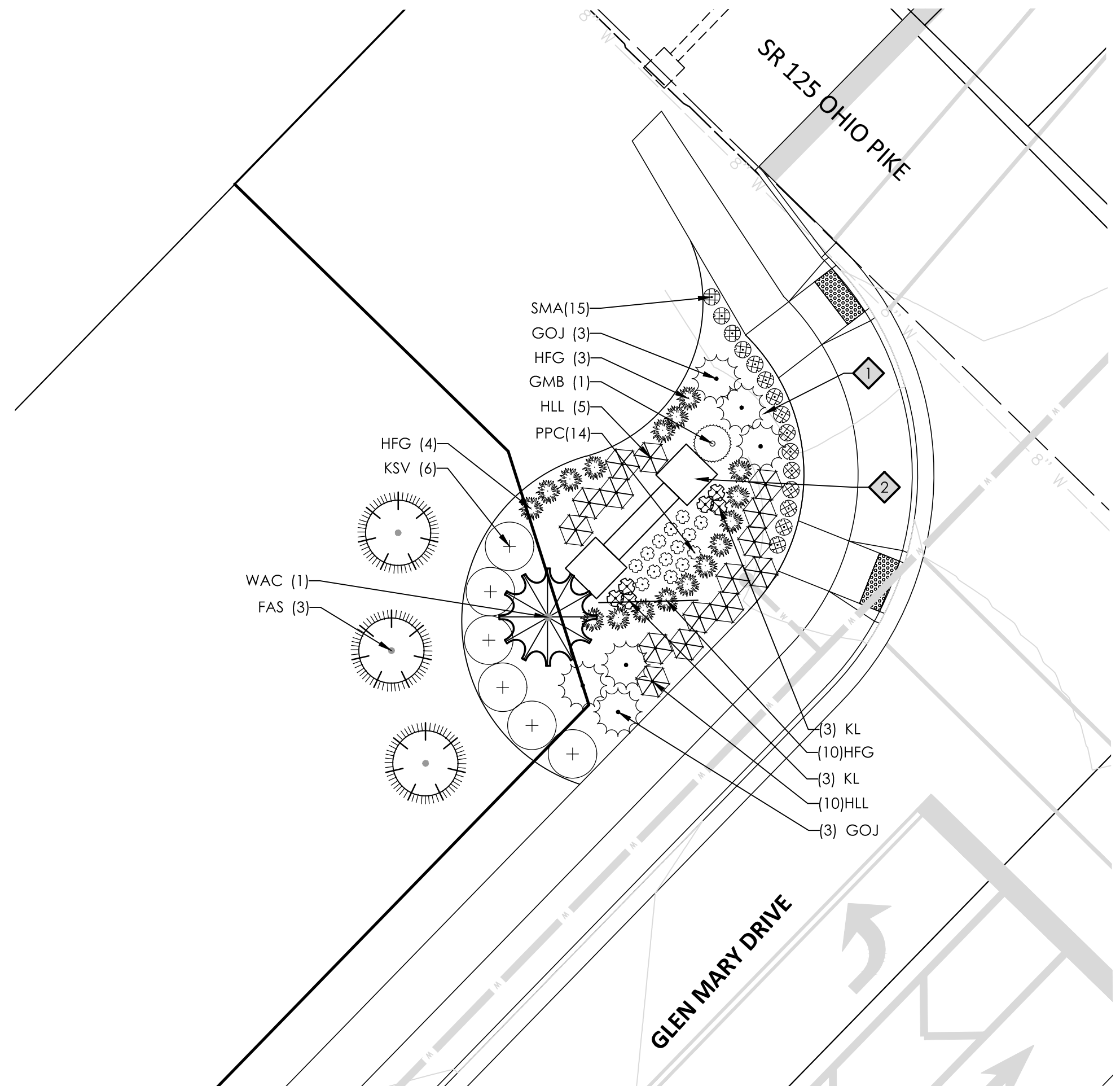
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DWG: 16449016-PLA  
X-Ref(s):  
Project Number: 16449.01  
File No.: Sheet No. L102

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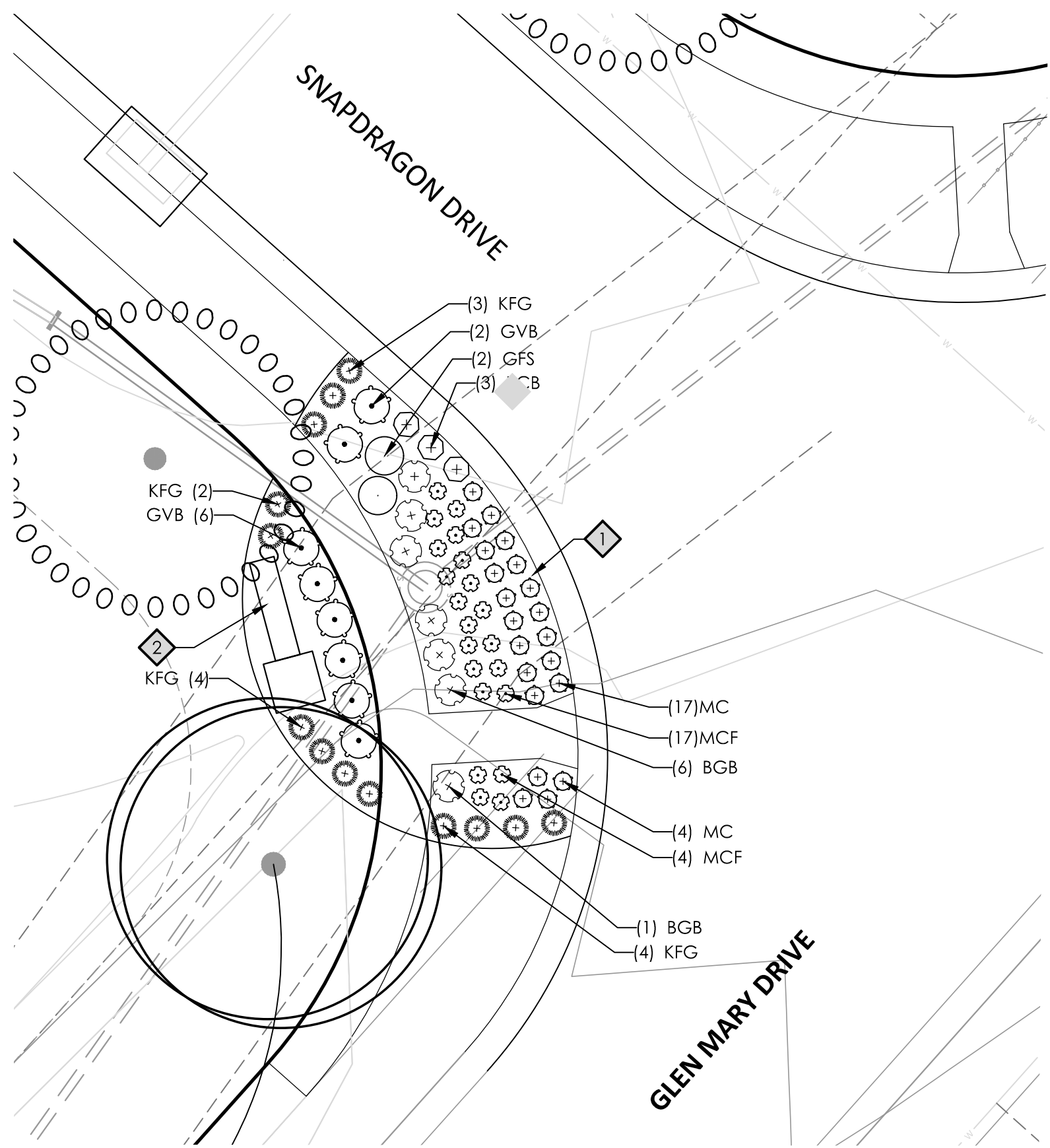
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**MAIN ENTRANCE**

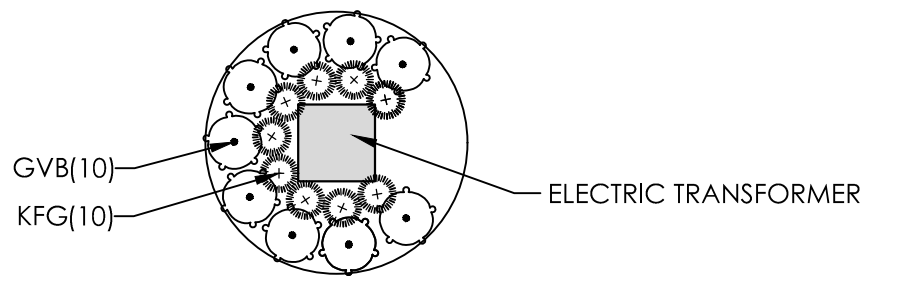
SCALE: 1" = 10'



**MULTI-FAMILY ENTRANCE**

SCALE: 1" = 10'

**NOTES:**  
PLANTINGS TO BE LOCATED ON STREET SIDE  
LEAVING THE REAR SIDE OPEN FOR  
MAINTENANCE



**TYPICAL ELECTRIC TRANSFORMER LANDSCAPE**

SCALE: 1" = 10'

**DRAWING NOTES**

- 1 MULCHED LANDSCAPE BED
- 2 ENTRANCE SIGN - FINAL DESIGN T.B.D.
- 3 ENTRANCE COLUMN - FINAL DESIGN T.B.D.

**PLANT SCHEDULE RESIDENTIAL ENTRANCE**

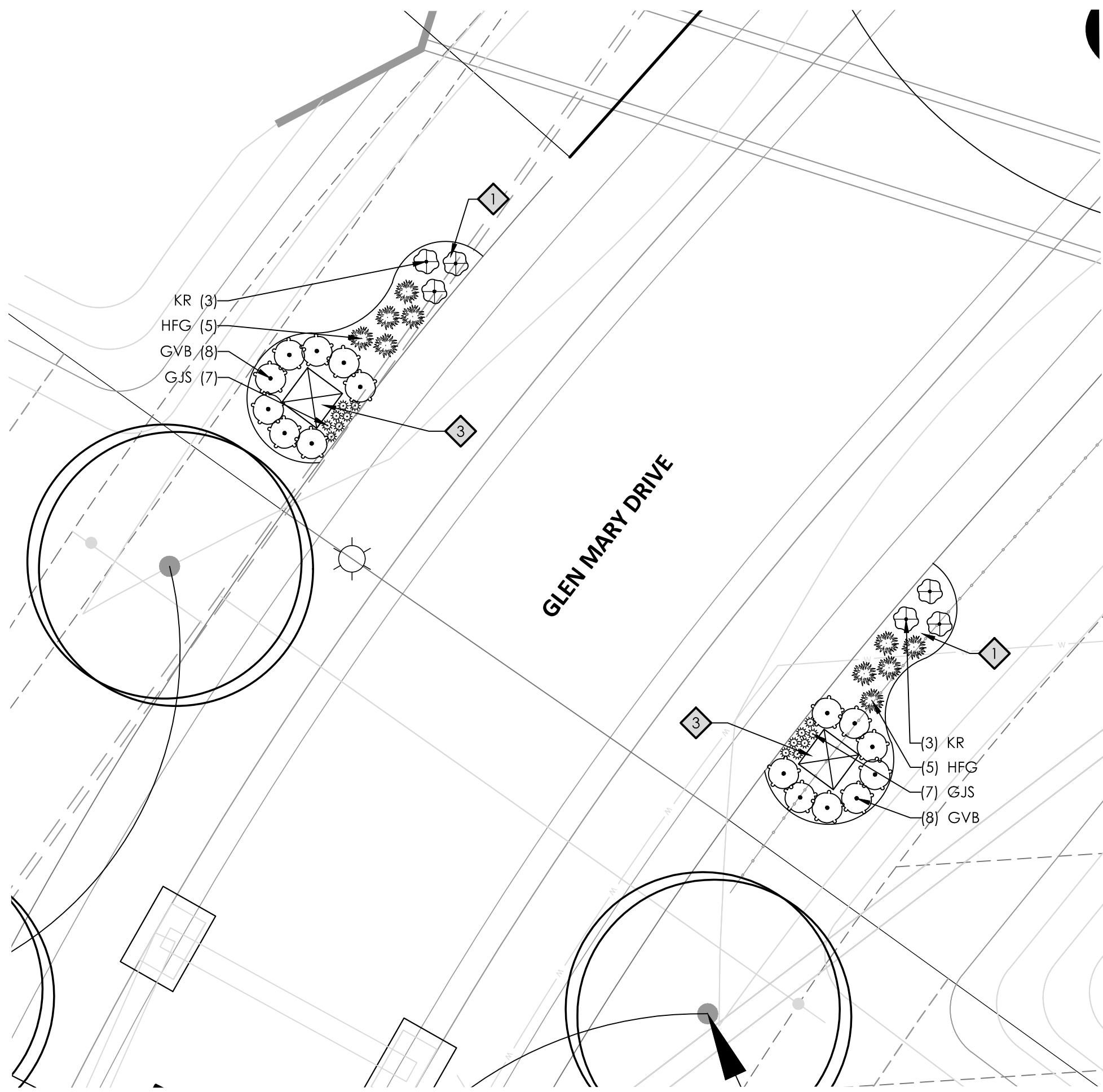
DECIDUOUS SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
KR	Rosa hybrids 'Knockout'™	Knockout Rose	#3 CONT.	6
EVERGREEN SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GVB	Buxus x 'Green Velvet'	Green Velvet Boxwood	18"-21" B&B	16
ORNAMENTAL GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GJS	Carex morrowii 'Aurea-variegata'	Gold Variegated Japanese Sedge	#1 CONT.	14
HFG	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#2 CONT.	10

**PLANT SCHEDULE MULTI-FAMILY ENTRANCE**

DECIDUOUS SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
BGB	Berberis thunbergii 'Bonanza Gold'	Bonanza Gold Barberry	#3 CONT.	7
BCB	Buddleja x 'Blue Chip'	Low and Behold Blue Chip Butterfly Bush	#5 CONT.	3
GFS	Spiraea x bumalda 'Goldflame'	Goldflame Spiraea	#3 CONT.	2
EVERGREEN SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GVB	Buxus x 'Green Velvet'	Green Velvet Boxwood	18"-21" B&B	8
ORNAMENTAL GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
KFG	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#2 CONT.	13
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
MC	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	#1 CONT.	21
MCF	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	#1 CONT.	21

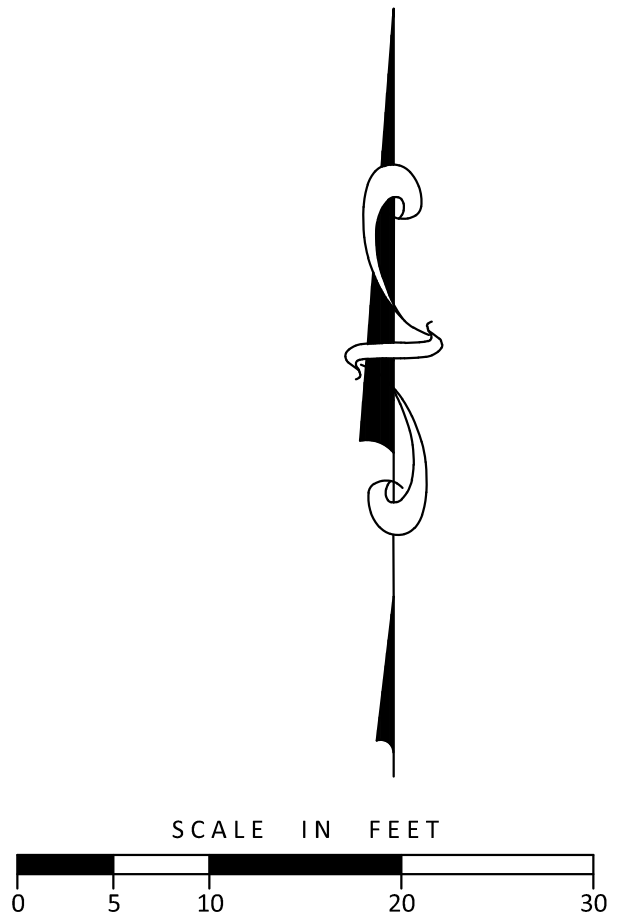
**PLANT SCHEDULE MAIN ENTRANCE**

EVERGREEN TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
WAC	Chamaecyparis nootkatensis 'Glauca Pendula'	Weeping Nootka False Cypress	6'-7' B&B	1
FAS	Picea pungens glauca 'Fat Albert'	Fat Albert Colorado Blue Spruce	6'-7' B&B	3
DECIDUOUS SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
HLL	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	#3 CONT.	15
KSV	Viburnum carlesii	Korean Spice Viburnum	#3 CONT.	6
EVERGREEN SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GMB	Buxus x 'Green Mountain'	Green Mountain Boxwood	#5 CONT.	1
GOJ	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	#3 CONT.	6
ORNAMENTAL GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
HFG	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#2 CONT.	17
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
SMA	Artemisia schmidiana 'Silver Mound'	Silver Mound Artemisia	#1 CONT.	15
PPC	Heuchera micrantha 'Palace Purple'	Palace Purple Coral Bells	#1 CONT.	14
KL	Liatris spicata 'Kobold'	Kobold Liatris	#1 CONT.	6



**SINGLE FAMILY ENTRANCE**

SCALE: 1" = 10'



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**GLEN MARY PARK**  
VILLAGE OF AMELIA  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
ENTRANCE FEATURE ENLARGEMENTS

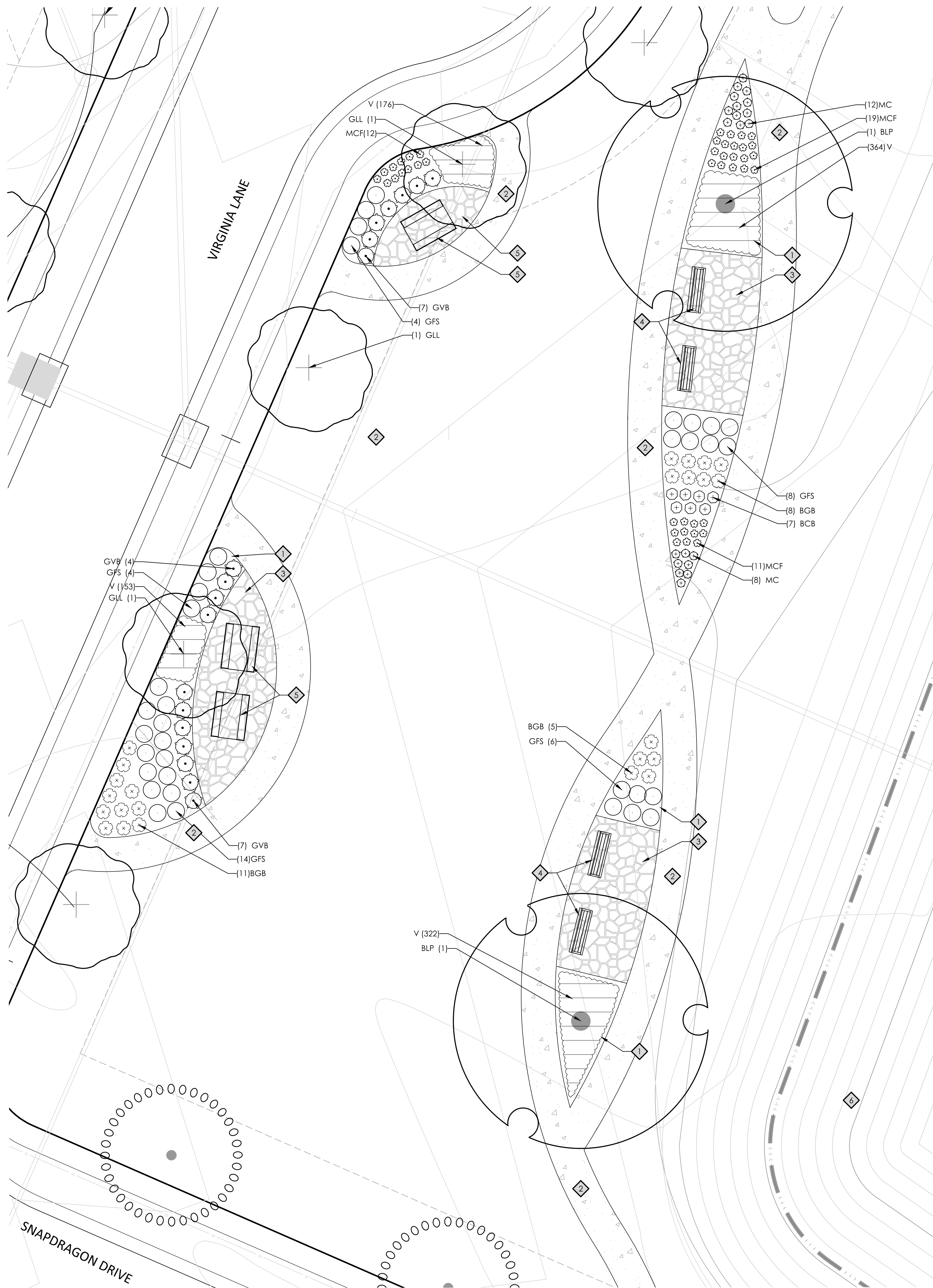
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ISSUE	01/07/21

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DWG 16449016-PLA  
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Project Number 16449.01  
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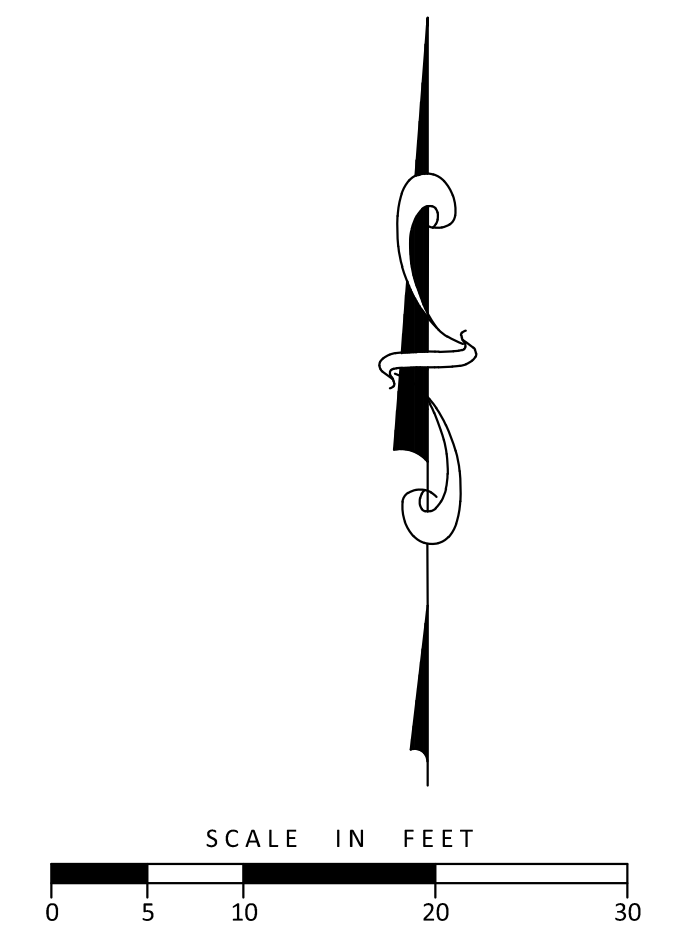


**DRAWING NOTES**

- 1 MULCHED LANDSCAPE BED
- 2 CONCRETE SIDEWALK
- 3 STAMPED CONCRETE
- 4 BENCH
- 5 PICNIC TABLE
- 6 PROPOSED POND

**PLANT SCHEDULE PARK**

SHADE TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY	
BLP	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2 1/2" - 3" CAL. B&B	2	
GLL	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2 1/2" - 3" CAL. B&B	3	
DECIDUOUS SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	
BGB	Berberis thunbergii 'Bonanza Gold'	Bonanza Gold Barberry	#3 CONT.	24	
BCB	Buddleja x 'Blue Chip'	Low and Behold Blue Chip Butterfly Bush	#5 CONT.	7	
GFS	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	#3 CONT.	36	
EVERGREEN SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	
GVB	Buxus x 'Green Velvet'	Green Velvet Boxwood	18"-21" B&B	18	
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	QTY	
MC	Coreopsis verticillata 'Moonbeam'	Moonbeam Coreopsis	#1 CONT.	20	
MCF	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	#1 CONT.	42	
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
V	Vinca minor	Vinca	2 1/4" Peat Pots	8" o.c.	1,015



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**GLEN MARY PARK**  
 VILLAGE OF AMELIA  
 MILITARY SURVEY NO. 511  
 CLERMONT COUNTY OHIO  
**ENTRANCE FEATURE PARK**



REVISIONS	DATE
ISSUE	01/07/21

Date	3/18/20
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Survey Database	N/A
DWG	16449016-PLA
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Project Number	16449.01
File No.	Sheet No. L104

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**PARK**

SCALE: 1" = 10'

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Outdoor Lighting  
**Traditional LED**



Illuminate pathways and residential communities with the energy-efficient Traditional LED. This Colonial lantern-style fixture will add style and charm to any neighborhood or park.

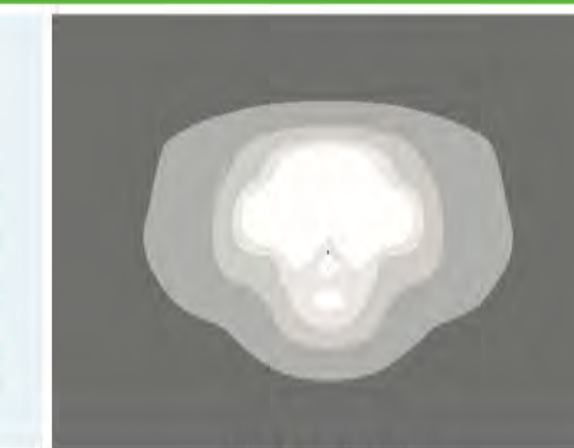
LED (light-emitting diode)	50 watts
Mounting height	12'
Color	Black
Poles	Colonial concrete Victorian concrete Washington concrete
Applications	Neighborhoods Parks Shopping centers Streets

For additional information, visit us at [duke-energy.com/OutdoorLighting](http://duke-energy.com/OutdoorLighting) or call us toll-free at 866.769.6417.



Outdoor Lighting  
**Traditional LED**

Light source: LED (white)  
Wattage: 50  
Lumens: 3,303  
Light pattern: IESNA Type III (oval)  
IESNA cutoff classification: Semi-cutoff  
Color temperature: 4,000K  
Warm-up and restrike time: Instant on (no warm-up or restrike time)



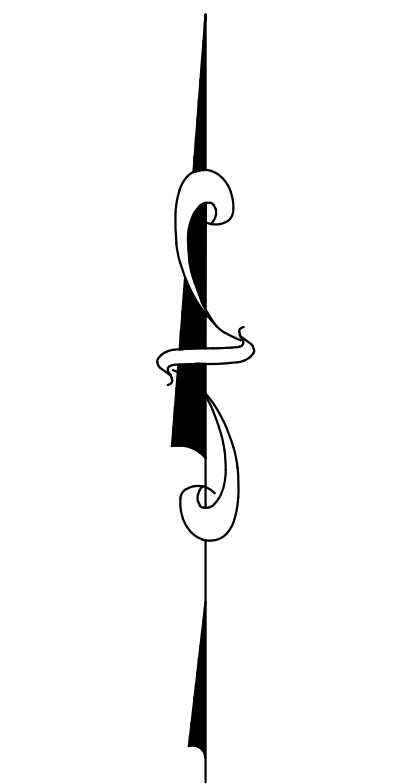
light distribution pattern

Pole available:	Mounting height	Color
Colonial concrete	12'	Black
Victorian concrete		Black, Gray-green
Washington concrete		Black, Gray

Features	Benefits
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 40 years of experience	A name you can trust today ... and tomorrow

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REVISIONS	DATE
ISSUE	01/07/21



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**GLEN MARY PARK**  
VILLAGE OF AMELIA  
MILITARY SURVEY NO. 511  
CLERMONT COUNTY OHIO  
PHOTOMETRIC PLAN

Date 01/07/21  
Scale AS NOTED  
Drawn By BMG Proj. Mgr. DAS  
Survey Database N/A  
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Project Number 16449.01  
File No. Sheet No. P100



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- Planning
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Stephen R. Hunt  
Richard A. Paolo  
Tina M. Donnelly  
Kevin L. Swick  
Edward P. Akin  
Edmonde P. DeGregorio  
Stanton H. Vollman  
Daniel A. Perry  
Carey K. Steffen

**FOUNDERS:**  
Irwin I. Aronoff (1905-1987)  
Irving H. Rosen (1928-2016)

Writer's Email: [rapaolo@arh-law.com](mailto:rapaolo@arh-law.com)  
Writer's Direct Dial Phone No.: (513) 564-2503

January 28, 2021

**Via email [tkeating@smbplaw.com](mailto:tkeating@smbplaw.com)**

Thomas T. Keating, Esq.  
Schroeder Maundrell Barbieri & Powers  
5300 Socialville-Foster Road, Suite 200  
Mason, Ohio 45040

Re: Glen Mary Subdivision Major Modification

Dear Tom:

As you know, our client Glen Mary Development, LLC, and D.R. Horton have requested a major modification of the Glen Mary Subdivision PUD approval from "landominiums" to single-family residences. I wanted to set forth our client's formal objection to Mr. McCarthy's recommendations for approval in Staff Comments/Recommendations to require connection to Pondview Drive from the existing cul-de-sac. This requirement was not previously required.

The Pondview Street extension from the cul-de-sac will require laying an additional 380 feet of publicly dedicated roadway connecting the Glen Mary Subdivision to the adjoining tract currently designated for commercial development. From a land planning perspective, interconnecting residential and commercial property is not good land planning. In addition, the additional cost to the developer for the extension will add an additional approximately \$350,000.00 to the site development costs with no benefit to Glen Mary Subdivision.

Please make this as part of the official record in the matter. There may be other issues that the Developer may request be modified which will be brought out at the hearing.

Finally, we would like the Township's stipulation that in the event the Township approves the Major Modification over our objections including the Pondview extension, we will still have the right under the currently approved PUD to build the landominium units in accordance with all terms and conditions previously approved.



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Thomas T. Keating, Esq.  
January 28, 2021  
Page -2-

Tom, thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

**ARONOFF, ROSEN & HUNT, LPA**

A handwritten signature in blue ink that reads 'Richard A. Paolo'.

Richard A. Paolo, Esq.

RAP/kb