MountVernon

Municipal Planning Commission | **September 8, 2022**

Regular Meeting | **Minutes** | **4:00 PM**

CALL TO ORDER

Attendee Name	Title	Status
Matthew T. Starr	Chairman	Present
Austin Swallow	Member	Present
Robert Drews	Member	Present
Richard Dzik	Member	Present
Eric Diehl	Alt. Member	Excused
Todd Hawkins	Alt. Member	Excused
Julia Warga	Member	Present

Others in attendance: City Law Director, P. Rob. Broeren; City Clerk IV Kristen Goldner; Eric Helt; Ron Conkle; Janet Mohn; Dave Biggerstaff; Harold Caldwell; Jeff Gottke; Zac DiMarco; Lyndsey Gallwik; Marcia Moore; Gary Smith

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Aug 11, 2022 4:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Robert Drews, Member
SECONDER:	Julia Warga, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl, Hawkins

MPC ITEMS

- 2022-MPC-29 : 0 Newark RD a Portion of Parcel #66-00501.000 - Zoning Amendment

Goldner introduced the case.

Smith (sworn in) - explained this is the first part of the process. A short time ago they introduced the conceptual development plan for the entirety of the subject property along Newark Road. Most of the property is zoned PND. There is small area in the center of the property zoned NC. To follow through with the project, they need to rezone the small portion to PND. They are working on the development plan to be presented at a later date.

There was no other testimony.

Ball said the township trustees asked several questions about the change. They were forwarded the agenda packet and did not respond with any further questions.

There were no engineering or legal concerns presented.

Dzik made a motion to recommend to Council approval of the rezoning of parcel 66-00501.000 from NC to PND.

Dzik added for discussion, to him is makes sense as it is surrounded by PND. There is general business zoning across the street. Maintaining some residential area is beneficial. It borders some M-1 district.

RESULT:	**RECOMMEND [UNANIMOUS]**
MOVER:	Richard Dzik, Member
SECONDER:	Austin Swallow, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl, Hawkins

- 2022-MPC-31 : 105 N Sandusky ST and 0 Adams ST Parcels #66-01284.000; 66-01266.000; 66-01294.001; 66-01294.000; 66-01281.000; 66-01284.000; 66-01282.000; 66-01280.000; 66-01259.000; 66-01264.000; 66-09971.000; 66-09972.000 - Comprehensive Development Plan

Goldner introduced the case.

DiMarco (sworn in) representing the Knox County Land Bank presented the comprehensive development plan for the old Siemens/Rolls-Royce/Cooper Cameron campus property. The plan is to convey or lease parcels for productivity. A series of maps has been prepared along with draft declarations for how the property will be governed. Essentially the business owners will be a part of a planned community development. There will be an association in charge of the upkeep of the parking lots and shared features. The major of the plan is built. The buildings existing and the roadways are already there. The Land Bank has worked with the fire department on ingress and egress for the campus. The fire department has a key to the fence. Mail will be received in one place.

Gottke (sworn in) representing the Knox County Land Bank explained this is the result of two years of planning work and discussions. They believe this property will be an economic driver for the City of Mount Vernon and will be able to stand on its own over time. The single owner property since 1833 will be turned into a multi-tenant industrial park for manufacturing and commercial uses and also integrated into the community. He reviewed the maps: parcel boundaries, noting all of this is the former Siemens campus with nothing added. The declarations allow property to be added for up to seven years if need be. DiMarco noted the parking lots on the east side of Sandusky Street still in the name of Cooper Cameron. They are still working with those in the process of their environmental assessments. As of this moment the Land Bank does not own those. There was a lot split several months ago for a portion of the property to be maintained by Cooper Cameron for environmental assessment. They anticipate that to be completed very soon. There was a delay with the EPA granting a remediation process in one of the buildings. The EPA has since completed that. As soon as Cooper Cameron deeds the property over, the Land Bank will be the owner of everything in the yellow highlighted area.

Gottke reviewed the maps noting what will be for sale or lease. The Land Bank prefers to sell, but can do leases. Generally speaking, the footprint of the building is the parcel boundary and the private space. Anything that's outside will be the common area. The Mount Vernon Bridge Company building was demolished in 2017. That land and the nearby parking lots will be retained by the Land Bank for future use. 2 potential uses are additional parking or small scale commercial or manufacturing facilities to be built. The two lots shaded purple west of Adams Street will be turned to grass. The blue box noted as Future KAT lot is approximately 2 acres reserved for their parking facility. Not included in this campus is the former Sport N Shoe building property across the street that was recently razed will be the site of KAT's future terminal building. There are a few buildings on the campus that need to be torn down, as noted, either due to their condition or because electric lines need to be rerouted through the property. There is currently 1 electric meter for the campus. The goal is for each building to have separate water, gas, and electric meters. Parking:

there are currently 681 identified spaces. They believe that is enough for now. They are not assigning parking to specific buildings because without a specified use, they don't know what the demand will be. The proposed concept will allow each business to buy parking passes equal to the number of spaces they will need. The fee for the parking passes will go toward maintaining the lots. Green space is planned. The area in the middle of the property will be for an employee break area including covered area and seating as well as a smoking area. The southeast corner is planned as an employee plaza with seating and recreation. There will be an outdoor workspace with electric, counters and seating. There will also be a larger area to host company meetings. Food truck hook ups area also being considered. There will be access for the public, but with an employee focus. The front door for the property will be the entrance across from the Depot where the guard shack is. This is a two-way entrance. The fence will remain with controlled access points on the other side of the fence. The major east-west route will be between the 3-bay test building and the 4-bay test building. Everything else is one way traffic. The streets will remain private because they are narrow. There is a pedestrian walk area planned and will be sheltered from traffic with different materials, planters, bollards, etc. Sugar Street is closed and will remain so. It will be a pedestrian walkway. Central mailboxes will be at the guard shack.

Drews asked if anyone in the audience has worked in any of the buildings. There was 1. Drews asked Gottke about buildings being purchased and whether they will remain a part of the association. Gottke said the buildings will remain a part of the association whether they are purchased or leased. Drews asked if the Land Bank has a role in the association. Gottke said yes, the Land Bank will become a member of the association. Drews asked if that was a basis of the County Commissioners not being positive on the Health Department look at office space on the campus. Gottke said the Health Department would have to be asked that. He is not sure what their concerns were. There were some conversations but they ended. Drews asked if the Land Bank will always remain a member of the association. Gottke said as long as they are a property owner. Votes can be assigned to the leaseholder in a long-term lease. Drews thanked them for the work that has been put into repurposing this property.

Helt (sworn in) is a member of the Board of Health. He is not speaking on their behalf. He was a part of 4 years of negotiations with the Land Bank to purchase the Engineering Building noted as building number 2 on the drawing. The health department didn't pursue purchase because the Land Bank did not hold the deed to the property. The property owner's agreement assessment structure was such that it is not budgetable. He wanted to address appropriateness of a property owners association, the assessment and governing process of the association, and recommendations to move the 190-year-old property to better use. Property owners' associations tend to be problematic for a number of reasons. They are there because the owners have something in common that they want and that they cannot get by themselves. What draws owners at Coopers to want to join the association? Helt doesn't know of anything. Shared utility lines could be an issue. He doesn't believe there is a need for a property owners association, except the that the Land Bank needs it. How will they fund and maintain this large property? The POA governance and assessment is controlled by the Land Bank until 5 properties are sold. The estimated assessment for the Engineering Buildings was $15,000. 10% of that or $1,500 wouldn't be enough to repair a water leak. He said the condition of the underground utilities are unknown. He believes a 10% assessment is inadequate. There are special assessment provisions in the POA agreement. If something big goes wrong the property owners will be assessed; currently an unknown amount. That is not budgetable and he believes a risk people will not be willing to take. He is unclear whether the Land Bank will share in the assessments. He believes this is too big of a project for the Land Bank, stating they are not capitalized adequately, not staffed adequately. He doesn't think people are looking for manufacturing buildings. He thinks the immediate solution would be to abandoned the underground utilities. He said he doesn't know enough about it to know if it can be divided. He believes demolishing 6 buildings will further degrade the integrity of the utilities. The believes carveouts should be allowed for buildings and they get their own utilities. He thinks a larger body should be assembled to deal with the issue of Cooper-Siemens, not the Land Bank. It needs to be capitalized.

There were no outside communications. There were no legal issues to be addressed.

Broeren noted the hearing is taking place because of Codified Ordinance 1185.04(b) procedures for approval of the comprehensive development plan. The vote will make a recommendation to Council.

DiMarco added, the main thing to keep in mind is this has been a one owner property for so long that the idea of it being split up with multiple owners is not plausible. The next option was to create a campus for multiple uses. That is why there is a property owners association. He understands the concerns of unknown costs. Generally, property owners have unknown costs. The Land Bank's goal is not to be the hand that controls this campus; but to deliver a multi-user commercial, manufacturing, industrial campus that is for the benefit of the community rather than setting there vacant. They believe the plan is the best available way to make this work for anyone becoming an owner. The parcel(s) have been used as a foundry in the past and there are deed restrictions that do not allow for residential uses. The PCDD zoning doesn't allow for residential either. The plan is to bring multiple owners, users, employees, jobs, and life to an empty space.

Gottke addressed Helt's statement about there being no reason to join the POA. Gottke said there is no other way to access the property. The streets cannot be made public. They have to remain private. There are amenities offered to the users: access, roads, shared fire lines, landscaping, snow removal, parking. It is cheaper and safer to monitor the fire lines as a whole than for each user to do it on their own. Controlled access is an amenity. One building has been sold. The Mint is the first owner. To clarify the comment about the EPA not allowing residential, Phase I and Phase II environmental assessments have been done and there were no noted issues. The deed restrictions were put on by the parent company that owned the property to be careful and cover themselves, not for known underground environmental issues. Gottke addressed the transition of ownership. Once the declarations are filed a temporary board will be created and controlled by the developer, a standard procedure. Once five buildings are sold, the developer essentially does away. The Land Bank becomes an owner and will pay their fair share of the fees. The Land Bank knows how important that property is to the City. The elected Board of the property owners will determine the assessments. As the Land Bank sells buildings, their votes will be diluted over time.

Ball did not express any engineering concerns. He said they have worked hand in hand to identify as much as they can, the utilities. They are continuing to work to separate the utilities so that each building has its own meter in order to fairly sell water to the companies that take over buildings. It has been a long process. During this process, they have not identified any lead pipes. They are identifying and mapping the sanitary and the storm lines. Before the project started, ADF received a JobsOhio grant partnered with Siemens. Most of the underground storm and sanitary were camera'd. There are a couple of spots that need some work. No major underground issues have been identified. The City does not want to take back ownership of the streets for the reasons previously listed by Gottke. In the next step of re-platting, the utilities and the streets will be unchanged.

Swallow made a motion to approve the Comprehensive Development Plan for the former Cooper/Siemens site.

Dzik is supportive of the proposal for the utilities to remain private. Alternatively, should the utilities be abandoned, they would become an obligation to the City. He understands the arrangement is challenging, but ultimately, he thinks it is the best way to fill the industrial park and keep the risk to the City low. He sees it as a market decision. He hopes companies that look to locate there will see the value of the POA.

RESULT:	**RECOMMEND [UNANIMOUS]**
MOVER:	Austin Swallow, Member
SECONDER:	Robert Drews, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Diehl, Hawkins

ADJOURN

- Adjourn Motion

Drews made a motion to adjourn the meeting, Warga seconded and the meeting was adjourned at 4:56 PM

Municipal Planning Commission Meeting: 09/08/22 4:00 PM
40 Public Square **Dept: Municipal Planning Commission**
Mount Vernon, OH 43050

Category: N/A
SCHEDULED Prepared By: Lacie Blankenhorn
Initiator: Lacie Blankenhorn
MPC ITEM (ID # 1526) **DOC ID: 1526**

2022-MPC-29 : 0 NEWARK RD A PORTION OF PARCEL #66-00501.000 - ZONING AMENDMENT

Quick Guide to Codified Ordinance Sections (may not be inclusive):
- Chapter 1156 Amendments
- Chapter 1164 NC Neighborhood Commercial District
- Chapter 1163 PND Planned Neighborhood District

Description of Request: Amend the zoning district for 12.524 acres of subject parcel, currently zoned NC to PND. The remainder of the same parcel is currently zoned PND. This amendment will give the entire parcel the same zoning district assignment.

COMMENTS - Current Meeting:

Goldner introduced the case.

Smith (sworn in) - explained this is the first part of the process. A short time ago they introduced the conceptual development plan for the entirety of the subject property along Newark Road. Most of the property is zoned PND. There is small area in the center of the property zoned NC. To follow through with the project, they need to rezone the small portion to PND. They are working on the development plan to be presented at a later date.

There was no other testimony.

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Dzik added for discussion, to him is makes sense as it is surrounded by PND. There is general business zoning across the street. Maintaining some residential area is beneficial. It borders some M-1 district.

RESULT:	**RECOMMEND [UNANIMOUS]**
MOVER:	Richard Dzik, Member
SECONDER:	Austin Swallow, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Eric Diehl, Todd Hawkins

ZONING AMENDMENT

NEIGHBORHOOD COMMERCIAL TO PLANNED NEIGHBORHOOD DISTRICT

CITY OF MOUNT VERNON, OHIO
08.11.2022

City of Mount Vernon, Ohio

Application for Zoning Amendment

Applicant's Information	
Owner's Name, Address and Phone RJM LAND DEVELOPMENT LTD PO BOX 230 MOUNT VERNON, OH 43050	
Agent's Name, Address and Phone HRD LAND FUND 1, LLC, 720 E BROAD ST. SUITE 200, COLUMBUS, OH 43215 614.242.4024	
Site Information	
Site Address 0 NEWARK ROAD MOUNT VERNON, OH 43050	Legal Description 13 6 4 PT LOTS 17 18 19 10 27 18 & 19 109.503AC
Parcel Number 66-00501.000	Deed Volume and Page Number OFFICIAL RECORD 453, PAGE 4
Use of Property	
Present Use AGRICULTURE	Present Zoning District NEIGHBORHOOD COMMERCIAL (NC)
Proposed Use RESIDENTIAL	Proposed Zoning District PLANNED NEIGHBORHOOD DISTRICT (PND)

Documents to be Submitted

The following documents must also be submitted with this application:

1. The proposed amending ordinance, approved as to form by the City Law Director.
2. A statement of the reason(s) for the proposed amendment.
3. A vicinity map at a scale approved by the Zoning Enforcement Officer showing property lines, thoroughfares, existing and proposed zoning, and such other items as the Zoning Enforcement Officer may require.
4. A list of all property owners and their mailing addresses who are within, contiguous to, or directly across the street from the parcel(s) proposed to be rezoned and others that may have a substantial interest in the case.
5. A statement on the ways in which the proposed amendment relates to the comprehensive plan.
6. The $150.00 filing fee as established by ordinance.

I hereby certify that the information submitted on this application and on any sketches, drawings or other documents submitted with this application is true and exact.

Date: 8/11/2022 By: [signature]

Filing Information

Filing Date	Fee deposit	Date Paid	Receipt Number
08/11/2022	***$150.00***		

This form revised 3-9-2006

ZONING AMENDMENT:

NEIGHBORHOOD COMMERCIAL TO PLANNED NEIGHBORHOOD DISTRICT

Why Rezone?

This application to rezone is brought forth with the goal of creating a unified, planned neighborhood development. Currently the parcel in question is broken up into two zoning districts with the majority of the parcel being zoned as *Planned Neighborhood District*, the central portion of the parcel is zoned as *Neighborhood Commercial*. The current *Neighborhood Commercial* zoning impedes the potential of this tract of land to sustain a connected, cohesive planned residential development.

This application to amend the zoning follows a lineage of rezoning that has taken place on this parcel. Most recently in 2002 tracts of land owned by RJM Land Development, LTD were rezoned to their current classifications. The specific tract (*Tract 4*) in question was rezoned to *Neighborhood Commercial* from Clinton Township zoning. This rezoning application should be considered an update to this 2002 rezoning to address shifting needs in housing across the community and within the Columbus region at large.

Alignment with 2018 Knox County Comprehensive Plan

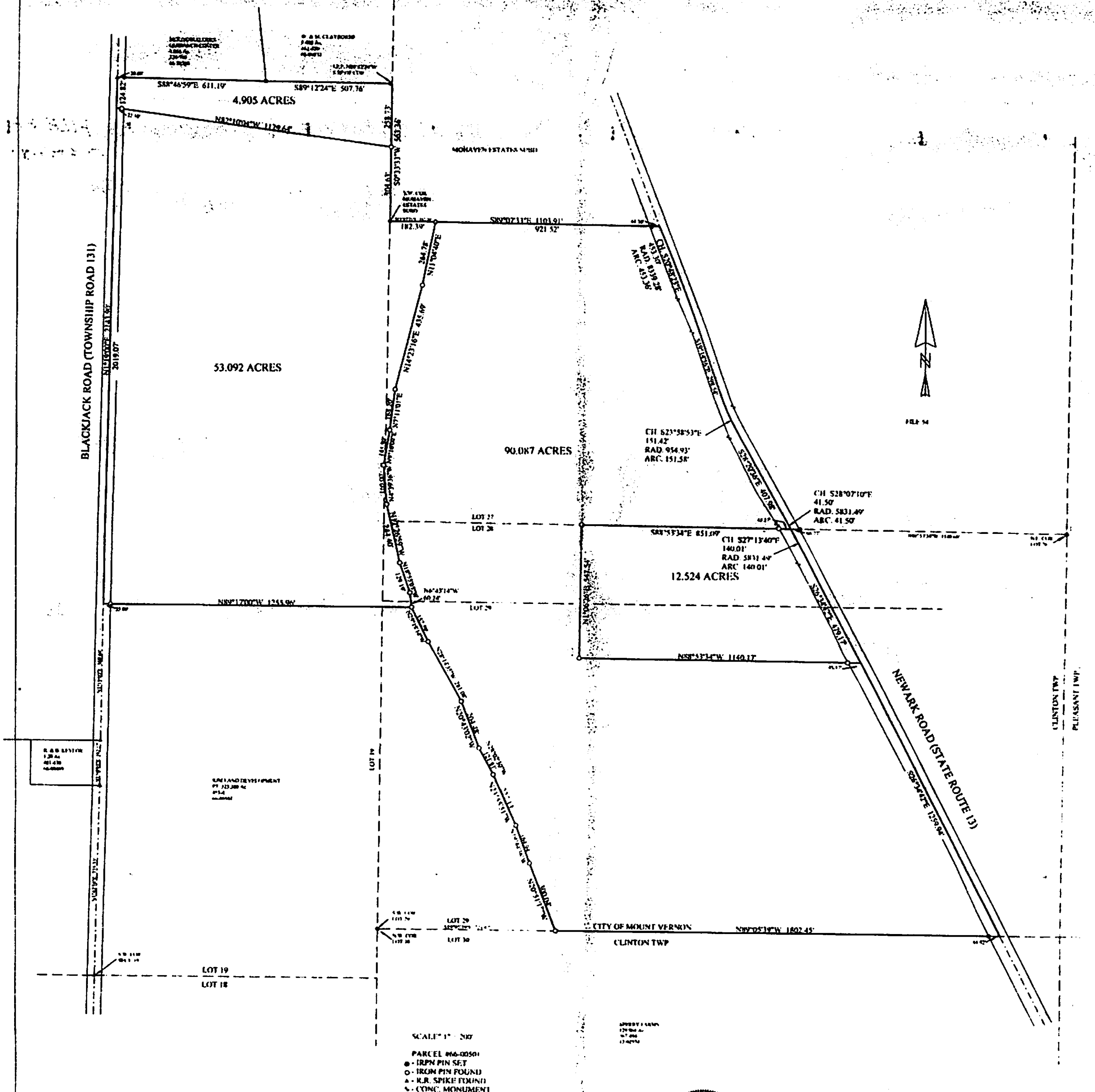
This amendment to rezone aligns with a few key considerations brought forth in the Knox County's 2018 Comprehensive Plan Update.

Regional Growth: Mid-Ohio is experiencing a current surge in development. The development of Mount Vernon should be considered a part of this growth and in so doing should work to align with regional goals and objectives while maintaining its local character. This amendment to the current zoning will embrace the regional growth by providing necessary housing to support the regional demand. While embracing this regional growth potential arises in the ability of a planned development to tie into existing local amenities.

Diversify Housing: There is demand to offer increased diversity in housing as the population ages. Homeowners are shifting preferences from traditional single-family housing to other forms with varying lot sizes. This amendment to the zoning allows for greater flexibility in providing a diversity of housing options.

Parks and Trails: This zoning amendment looks to build on Mt. Vernon's existing trail network. This amendment to zoning would allow for a more cohesive neighborhood trail network to emerge resulting in increased accessibility to the trail system through internal and external multi-use paths.

PART OF LOTS 19, 27, 28 AND 29, QTR. 4, T6, R13, CITY OF MOUNT VERNON, KNOX COUNTY, OHIO.



STATE OF OHIO
DAVID R. MILLS
7157
REGISTERED SURVEYOR

I CERTIFY THIS PLAT TO BE A TRUE COPY OF A SURVEY MADE FOR RJM LAND DEVELOPMENT.

DAVID R. MILLS, SURVEYOR #7157
TRACY & MILLS SURVEYORS
10 E. VINE STREET MT.VERNON, OHIO
JULY 2004 C.S.S.

Attachment: 21016_Zoning Amendment Submission (1526 : 2022-Mpc-29)

SURVEY

Tract 2: P-1 Public, Semipublic District. Being a part of Parcel 66-00501 and beginning at the southwest corner of the Mohaven Estates Subdivision, also being the southwest corner of Lot 11 of said subdivision; thence, north along the west line of the subdivision to the point of intersection with a 5.688 acre tract of land the southern boundary of which is the boundary of the existing O/I Office Institutional District; thence, west along the southern boundary of the existing O/I district 300 feet to a point; thence, south to the point of intersection with the line marking the existing M-1A zoning district; thence, east 300 feet from said point and along the existing M-1A district line to the place of beginning. Property is owned by RJM Land Development, Ltd.

Tract 3: PND Planned Neighborhood District. Being part of Parcel 66-00501 and beginning at the southwest corner of the Mohaven Estates Subdivision, also being the southwest corner of Lot 11 of the said subdivision; thence, east along the south line of the said subdivision and the existing corporation line as described in the RJM Annexation to a point on the centerline of Newark Road; thence southeast along the corporation line to a point in the center of Newark Road; thence west along said corporation line to the point of intersection with the boundary of the existing M-1A district; thence, north along the boundary of the existing M-1A district to the point of beginning. Save and except the property described herein as Tract 4. Property is owned by RJM Land Development, Ltd.

Tract 4: NC Neighborhood Commercial District. Being a part of Parcel 66-00501and consisting of approximately 13 acres. Beginning at the northwest corner of a 1.938 acre tract known as Clinton Township Parcel 12-00637.001 as recorded in Survey File J-268 with said point also being on the existing corporation line; thence, west 854.56 feet to a point; thence, south 574.40 feet to a point; thence, east 1,140.49 feet to the existing corporate boundary; thence, northwest along the existing corporate boundary to the point of beginning. Property is owned by RJM Land Development, Ltd.

Tract 5: M-1A Light Industrial District. Being Parcel 66-00469 and consisting of a 1.20 acre tract currently owned by Richard L. and Brenda F. Keylor.

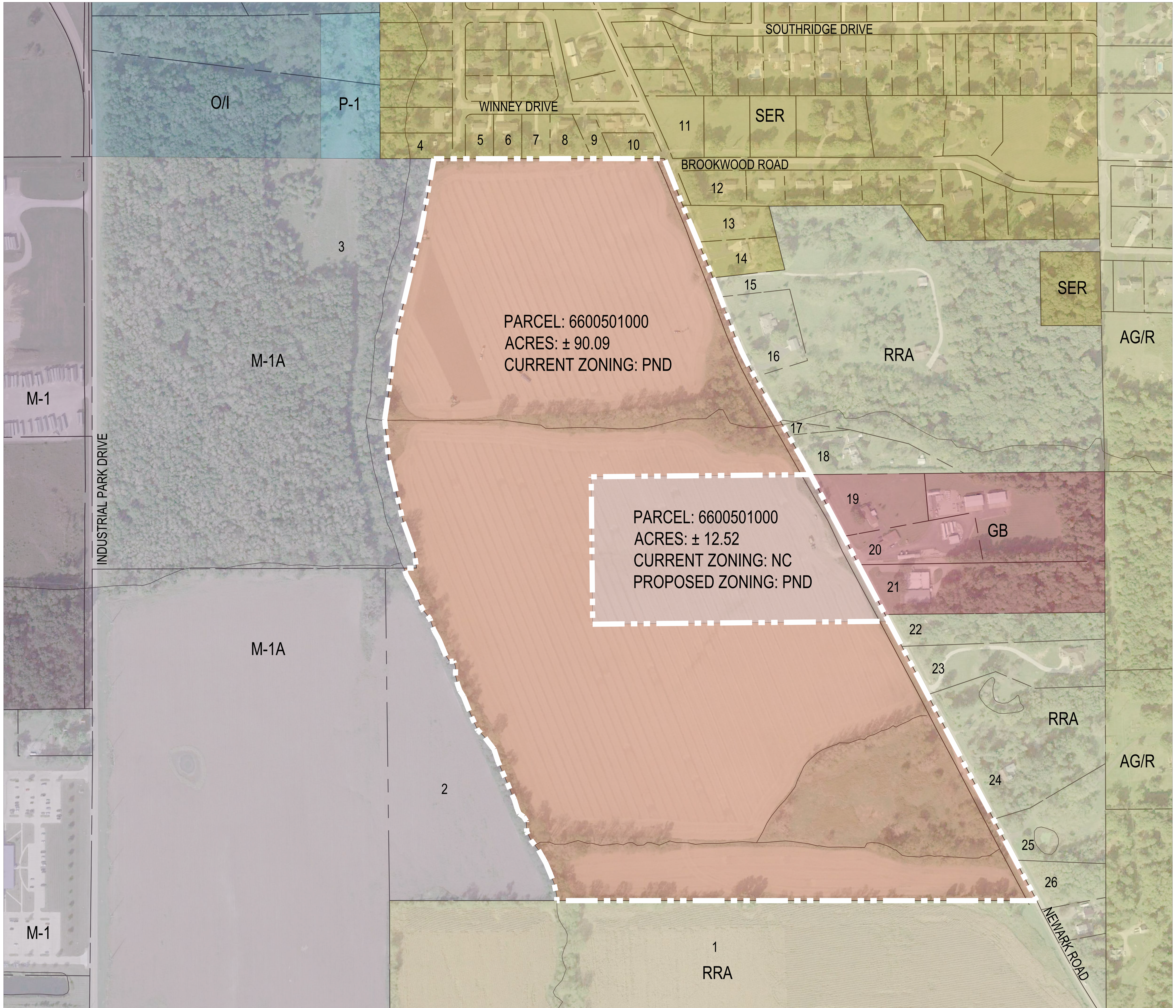
Tract 6: M-1A Light Industrial District. Being Parcel 66-00375 and consisting of a 0.863 acre tract currently owned by Thomas J. and Tanya J. Levering

WILLIAM D. SMITH
CITY LAW DIRECTOR
SUITE 222
FIVE NORTH GAY STREET
MOUNT VERNON, OHIO
43050

SURVEY TEXT

PIN	Address	Owner	Owner Address
1200448000	8200 NEWARK RD	CONKLE RONALD L & LINDA S	8200 NEWARK RD MOUNT VERNON OH 43050
1200515000	19 MEADOWBROOK DR	NEACE DANIEL A SR & SHEILA L	1 HOME CAMPUS DES MOINES IA 50328
1200516000	25 MEADOWBROOK DR	KETTELL RICHARD J	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1200637001	8068 NEWARK RD	SHAFFER PATRICK KYLE	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1200638000	23 MEADOWBROOK DR	LEIBOLD MICHAEL J & DEBORAH S	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1200653000	4 WINNEY DR	PICCIRILLO MARK A	4 WINNEY DR MOUNT VERNON OH 43050
1200662000	27 MEADOWBROOK DR	HOLLAND JOHN A III	27 MEADOWBROOK DR MOUNT VERNON OH 43050
1200905000	NEWARK RD	DRISCOLL JACQUELINE D	1595 NEWARK RD MOUNT VERNON OH 43050
1201092000	8280 NEWARK RD	RETHERFORD JAMES P & JEAN A	8280 NEWARK RD MOUNT VERNON OH 43050
1201117000	2 WINNEY DR	PRATT JEFFREY A & GLORIA	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1201137000	8 WINNEY DR	MOHN JANET M	8 WINNEY DR MOUNT VERNON OH 43050
1201138000	WINNEY DR	MOHN JANET M	8 WINNEY DR MOUNT VERNON OH 43050
1201149000	8040 NEWARK RD	SUBURBAN PROPANE L.P.	240 ROUTE 10 W PO BOX 206 WHIPPANY NJ 07981
1201165000	8260 NEWARK RD	SZILAGYI DOUGLAS M	1123 S PARKVIEW DR COVINA CA 91724
1201263000	10 WINNEY DR MOUNT VERNON OH 43050	BARRAU ALAIN & GOIRE SOLMARI	10 WINNEY DR MOUNT VERNON OH 43050
1201703000	NEWARK RD	P3T LTD AN OHIO LIMITED LIABILITY CO	3396 SHARON VALLEY RD NEWARK OH 43055
1201789000	8028 NEWARK RD	GHERMAN RHONDA & CHARLES	70 FAIRWAY DR MOUNT VERNON OH 43050
1201825000	8104 NEWARK RD MT. VERNON; OH	HUEHNER MARTIN K	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1201826000	NEWARK RD MT. VERNON; OH	HUEHNER MARTIN K	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1201831000	29 MEADOWBROOK DR	SCHOELLKOPF DEVIN L & HAFLIGER STEPHANIE PL	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1201900000	7864 NEWARK RD	CHANEY FREDA M	1 FIRST AMERICAN WAY WESTLAKE TX 76262
1201900001	7950 NEWARK RD	DIGUILIO NICHOLE D TRUSTEE	7950 NEWARK RD MOUNT VERNON OH 43050
1201900002	NEWARK RD	MILLER CHRISTOPHER C & HEIDI J	1123 S PARKVIEW DR COVINA CA 91724
1202210000	7980 NEWARK RD MT VERNON OH	WILLIAMS PATRICIA A & GARY L	1123 S PARKVIEW DR COVINA CA 91724
1202557000	8238 NEWARK RD	EVERETT ROBERT W	12 WOODLAND CIR MOUNT VERNON OH 43050
1202574000	RANGE LINE RD	SPERRY FARMS INC	6712 RANGELINE RD MOUNT VERNON OH 43050
12ROW			
6600501000	NEWARK RD	RJM LAND DEVELOPMENT LTD	PO BOX 230 MOUNT VERNON OH 43050
6600501001	NEWARK RD	CITY OF MOUNT VERNON	40 PUBLIC SQ MOUNT VERNON OH 43050
6600501004	NEWARK RD	CONCORD ROAD PROPERTIES LLC	5662 SPORTSMAN CLUB RD JOHNSTOWN OH 43031

ADJACENT PROPERTY OWNERS



ADJACENT OWNERS:

LOT #	OWNER NAME	ADDRESS
1	SPERRY FARMS INC	6712 RANGELINE RD. MOUNT VERNON, OH 43050
2	CONCORD ROAD PROPERTIES LLC	5662 SPORTSMAN CLUB RD. JOHNSTOWN, OH 43031
3	CITY OF MOUNT VERNON	40 PUBLIC SQ. MOUNT VERNON OH, 43050
4	NEACE DANIEL A SR & SHEILA L	19 MEADOWBROOK DR. MT VERNON, OH 43050
5	BARRAU ALAIN & GOIRE SOLMARI	10 WINNEY DR. MOUNT VERNON,OH 43050
6	MOHN JANET M	8 WINNEY DR. MOUNT VERNON, OH 43050
7	MOHN JANET M	8 WINNEY DR. MOUNT VERNON, OH 43050
8	PICCIRILLO MARK A	4 WINNEY DR. MOUNT VERNON, OH 43050
9	PRATT JEFFREY A & GLORIA	2 WINNEY DR. MOUNT VERNON, OH 43050
10	DRISCOLL JACQUELINE D	1595 NEWARK RD. MOUNT VERNON, OH 43050
11	MAYHEW FRED E & CAROL S	745 BROOKWOOD DR. MOUNT VERNON, OH 43050
12	BURTON TIMOTHY J & LEANNE D	730 BROOKWOOD RD. MOUNT VERNON, OH 43050
13	RETHERFORD JAMES P & JEAN A	8280 NEWARK RD. MOUNT VERNON, OH 43050
14	SZILAGYI DOUGLAS M	8260 NEWARK RD. MOUNT VERNON, OH 43050
15	EVERETT ROBERT W	12 WOODLAND CIR. MOUNT VERNON, OH 43050
16	CONKLE RONALD L & LINDA S	8200 NEWARK RD. MOUNT VERNON, OH 43050
17	HUEHNER MARTIN K	8104 NEWARK RD. MOUNT VERNON, OH 43050
18	HUEHNER MARTIN K	8104 NEWARK RD. MOUNT VERNON, OH 43050
19	SHAFFER PATRICK KYLE	8068 NEWARK RD. MOUNT VERNON, OH 43050
20	SUBURBAN PROPANE L.P.	240 ROUTE 10 W PO BOX 206 WHIPPANY, NJ 07981
21	GHERMAN RHONDA & CHARLES	70 FAIRWAY DR. MOUNT VERNON, OH 43050
22	WILLIAMS PATRICIA A & GARY L	7980 NEWARK RD. MT VERNON, OH
23	DIGUILIO NICHOLE D TRUSTEE	7950 NEWARK RD. MOUNT VERNON, OH 43050
24	CHANEY FREDA M	7864 NEWARK RD. MOUNT VERNON, OH 43050
25	MILLER CHRISTOPHER C & HEIDI J	7820 NEWARK RD. MOUNT VERNON, OH 43050
26	P3T LTD AN OHIO LIMITED LIABILITY CO	3396 SHARON VALLEY RD. NEWARK, OH 43055

EXISTING ZONING:

- PLANNED NEIGHBORHOOD DISTRICT (PND) CITY OF MOUNT VERNON
- NEIGHBORHOOD COMMERCIAL (NC) CITY OF MOUNT VERNON
- PUBLIC, SEMIPUBLIC (P-1) CITY OF MOUNT VERNON
- OFFICE-INSTITUTIONAL (0/I) CITY OF MOUNT VERNON
- LIGHT INDUSTRIAL (M-1A) CITY OF MOUNT VERNON
- MANUFACTURING (M-1) CITY OF MOUNT VERNON
- SUBURBAN ESTATE RESIDENTIAL (SER) CLINTON TOWNSHIP
- RURAL RESIDENTIAL AND AGRICULTURAL (RRA) CLINTON TOWNSHIP
- GENERAL BUSINESS (GB) CLINTON TOWNSHIP
- AGRICULTURAL-RESIDENTIAL (AG/R) PLEASANT TOWNSHIP

Attachment: 21016_Zoning Amendment Submission (1526 : 2022-Mpc-29)

Mt. Vernon Newark Road - Existing Conditions

City of Mt. Vernon, Knox County, Ohio August 11, 2022

0 200 400 600

Andrew Souders

From: Tom Marshall <tmarshall@mountvernonohio.org>
Sent: Wednesday, August 10, 2022 2:54 PM
To: Dave Walker; Justin Wollenberg
Cc: Brian Ball; Kristen Goldner
Subject: Liberty Crossing Public Utilities

Hello,
I received today your request for utility service for Liberty Crossing in Mount Vernon, Ohio. In general, there is City water and sewer service available for this site. However, we would request a meeting with your engineers to determine the site-specific needs in order to determine if and how line extensions or upsizing needs to occur. Please note that our policy is that all extensions/upsizing are the responsibility of the developer.
Blessings,
TM

--
Dr. Thomas Marshall, P.E.
Director of Utilities
Mt. Vernon, Ohio

Municipal Planning Commission Meeting: 09/08/22 4:00 PM
40 Public Square **Dept: Municipal Planning Commission**
Mount Vernon, OH 43050
Category: Lands
SCHEDULED Prepared By: Lacie Blankenhorn
Initiator: Lacie Blankenhorn
MPC ITEM (ID # 3632) **DOC ID: 3632**

2022-MPC-31 : 105 N SANDUSKY ST AND 0 ADAMS ST PARCELS #66-01284.000; 66-01266.000; 66-01294.001; 66-01294.000; 66-01281.000; 66-01284.000; 66-01282.000; 66-01280.000; 66-01259.000; 66-01264.000; 66-09971.000; 66-09972.000 - COMPREHENSIVE DEVELOPMENT PLAN

Quick Guide to Codified Ordinance Sections (may not be inclusive):
Chapter 1185

Description of Request: A Comprehensive Development Plan has been submitted for review and recommendation from the Municipal Planning Commission to City Council.

COMMENTS - Current Meeting:

Goldner introduced the case.

DiMarco (sworn in) representing the Knox County Land Bank presented the comprehensive development plan for the old Siemens/Rolls-Royce/Cooper Cameron campus property. The plan is to convey or lease parcels for productivity. A series of maps has been prepared along with draft declarations for how the property will be governed. Essentially the business owners will be a part of a planned community development. There will be an association in charge of the upkeep of the parking lots and shared features. The major of the plan is built. The buildings existing and the roadways are already there. The Land Bank has worked with the fire department on ingress and egress for the campus. The fire department has a key to the fence. Mail will be received in one place.

Gottke (sworn in) representing the Knox County Land Bank explained this is the result of two years of planning work and discussions. They believe this property will be an economic driver for the City of Mount Vernon and will be able to stand on its own over time. The single owner property since 1833 will be turned into a multi-tenant industrial park for manufacturing and commercial uses and also integrated into the community. He reviewed the maps: parcel boundaries, noting all of this is the former Siemens campus with nothing added. The declarations allow property to be added for up to seven years if need be. DiMarco noted the parking lots on the east side of Sandusky Street still in the name of Cooper Cameron. They are still working with those in the process of their environmental assessments. As of this moment the Land Bank does not own those. There was a lot split several months ago for a portion of the property to be maintained by Cooper Cameron for environmental assessment. They anticipate that to be completed very soon. There was a delay with the EPA granting a remediation process in one of the buildings. The EPA has since completed that. As soon as

Cooper Cameron deeds the property over, the Land Bank will be the owner of everything in the yellow highlighted area.

Gottke reviewed the maps noting what will be for sale or lease. The Land Bank prefers to sell, but can do leases. Generally speaking, the footprint of the building is the parcel boundary and the private space. Anything that's outside will be the common area. The Mount Vernon Bridge Company building was demolished in 2017. That land and the nearby parking lots will be retained by the Land Bank for future use. 2 potential uses are additional parking or small scale commercial or manufacturing facilities to be built. The two lots shaded purple west of Adams Street will be turned to grass. The blue box noted as Future KAT lot is approximately 2 acres reserved for their parking facility. Not included in this campus is the former Sport N Shoe building property across the street that was recently razed will be the site of KAT's future terminal building. There are a few buildings on the campus that need to be torn down, as noted, either due to their condition or because electric lines need to be rerouted through the property. There is currently 1 electric meter for the campus. The goal is for each building to have separate water, gas, and electric meters. Parking: there are currently 681 identified spaces. They believe that is enough for now. They are not assigning parking to specific buildings because without a specified use, they don't know what the demand will be. The proposed concept will allow each business to buy parking passes equal to the number of spaces they will need. The fee for the parking passes will go toward maintaining the lots. Green space is planned. The area in the middle of the property will be for an employee break area including covered area and seating as well as a smoking area. The southeast corner is planned as an employee plaza with seating and recreation. There will be an outdoor workspace with electric, counters and seating. There will also be a larger area to host company meetings. Food truck hook ups area also being considered. There will be access for the public, but with an employee focus. The front door for the property will be the entrance across from the Depot where the guard shack is. This is a two-way entrance. The fence will remain with controlled access points on the other side of the fence. The major east-west route will be between the 3-bay test building and the 4-bay test building. Everything else is one way traffic. The streets will remain private because they are narrow. There is a pedestrian walk area planned and will be sheltered from traffic with different materials, planters, bollards, etc. Sugar Street is closed and will remain so. It will be a pedestrian walkway. Central mailboxes will be at the guard shack.

Drews asked if anyone in the audience has worked in any of the buildings. There was 1. Drews asked Gottke about buildings being purchased and whether they will remain a part of the association. Gottke said the buildings will remain a part of the association whether they are purchased or leased. Drews asked if the Land Bank has a role in the association. Gottke said yes, the Land Bank will become a member of the association. Drews asked if that was a basis of the County Commissioners not being positive on the Health Department look at office space on the campus. Gottke said the Health Department would have to be asked that. He is not sure what their concerns were. There were some conversations but they ended. Drews asked if the Land Bank will always remain a member of the association. Gottke said as long as they are a property owner. Votes can be assigned to the leaseholder in a long-term lease. Drews thanked them for the work that has been put into repurposing this property.

Helt (sworn in) is a member of the Board of Health. He is not speaking on their behalf. He was a part of 4 years of negotiations with the Land Bank to purchase the Engineering Building noted as building number 2 on the drawing. The health department didn't pursue purchase because the Land Bank did not hold the deed to the property. The property owner's agreement assessment structure was such that it is not budgetable. He wanted to address appropriateness of a property owners association, the assessment and governing process of the association, and recommendations to move the 190-year-old property to better use. Property owners' associations tend to be problematic for a number of reasons. They are there because the owners have something in common that they want and that they cannot get by themselves. What draws owners at Coopers to want to join the association? Helt doesn't know of anything. Shared utility lines could be an issue. He doesn't believe there is a need for a property owners association, except the that the Land Bank needs it. How will they fund and maintain this large property? The POA governance and assessment is controlled by the Land Bank until 5 properties are sold. The estimated assessment for the Engineering Buildings was $15,000. 10% of that or $1,500 wouldn't be enough to repair a water leak. He said the condition of the underground utilities are unknown. He believes a 10% assessment is inadequate. There are special assessment provisions in the POA agreement. If something big goes wrong the property owners will be assessed; currently an unknown amount. That is not budgetable and he believes a risk people will not be willing to take. He is unclear whether the Land Bank will share in the assessments. He believes this is too big of a project for the Land Bank, stating they are not capitalized adequately, not staffed adequately. He doesn't think people are looking for manufacturing buildings. He thinks the immediate solution would be to abandoned the underground utilities. He said he doesn't know enough about it to know if it can be divided. He believes demolishing 6 buildings will further degrade the integrity of the utilities. The believes carveouts should be allowed for buildings and they get their own utilities. He thinks a larger body should be assembled to deal with the issue of Cooper-Siemens, not the Land Bank. It needs to be capitalized.

There were no outside communications. There were no legal issues to be addressed.

Broeren noted the hearing is taking place because of Codified Ordinance 1185.04(b) procedures for approval of the comprehensive development plan. The vote will make a recommendation to Council.

DiMarco added, the main thing to keep in mind is this has been a one owner property for so long that the idea of it being split up with multiple owners is not plausible. The next option was to create a campus for multiple uses. That is why there is a property owners association. He understands the concerns of unknown costs. Generally, property owners have unknown costs. The Land Bank's goal is not to be the hand that controls this campus; but to deliver a multi-user commercial, manufacturing, industrial campus that is for the benefit of the community rather than setting there vacant. They believe the plan is the best available way to make this work for anyone becoming an owner. The parcel(s) have been used as a foundry in the past and there are deed restrictions that do not allow for residential uses. The PCDD zoning doesn't allow for residential either. The plan is to bring multiple owners, users, employees, jobs, and life to an empty space.

Gottke addressed Helt's statement about there being no reason to join the POA. Gottke said there is no other way to access the property. The streets cannot be made public. They have to remain private. There are amenities offered to the users: access, roads, shared fire lines, landscaping, snow removal, parking. It is cheaper and safer to monitor the fire lines as a whole than for each user to do it on their own. Controlled access is an amenity. One building has been sold. The Mint is the first owner. To clarify the comment about the EPA not allowing residential, Phase I and Phase II environmental assessments have been done and there were no noted issues. The deed restrictions were put on by the parent company that owned the property to be careful and cover themselves, not for known underground environmental issues. Gottke addressed the transition of ownership. Once the declarations are filed a temporary board will be created and controlled by the developer, a standard procedure. Once five buildings are sold, the developer essentially does away. The Land Bank becomes an owner and will pay their fair share of the fees. The Land Bank knows how important that property is to the City. The elected Board of the property owners will determine the assessments. As the Land Bank sells buildings, their votes will be diluted over time.

Ball did not express any engineering concerns. He said they have worked hand in hand to identify as much as they can, the utilities. They are continuing to work to separate the utilities so that each building has its own meter in order to fairly sell water to the companies that take over buildings. It has been a long process. During this process, they have not identified any lead pipes. They are identifying and mapping the sanitary and the storm lines. Before the project started, ADF received a JobsOhio grant partnered with Siemens. Most of the underground storm and sanitary were camera'd. There are a couple of spots that need some work. No major underground issues have been identified. The City does not want to take back ownership of the streets for the reasons previously listed by Gottke. In the next step of re-platting, the utilities and the streets will be unchanged.

Swallow made a motion to approve the Comprehensive Development Plan for the former Cooper/Siemens site.

Dzik is supportive of the proposal for the utilities to remain private. Alternatively, should the utilities be abandoned, they would become an obligation to the City. He understands the arrangement is challenging, but ultimately, he thinks it is the best way to fill the industrial park and keep the risk to the City low. He sees it as a market decision. He hopes companies that look to locate there will see the value of the POA.

RESULT:	**RECOMMEND [UNANIMOUS]**
MOVER:	Austin Swallow, Member
SECONDER:	Robert Drews, Member
AYES:	Starr, Swallow, Drews, Dzik, Warga
EXCUSED:	Eric Diehl, Todd Hawkins

KNOX COUNTY LAND BANK

507 W. High St.
Mount Vernon, OH 43050

August 19, 2022

City of Mount Vernon
% Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Dear Municipal Planning Commission,

Please allow this letter and the enclosed attachments to serve as the Comprehensive Development Plan for the redevelopment of the industrial property known as Cooper Progress Park as outlined in Section 1185.04 of the City's Codified Ordinances.

The information below should serve as the general vision and usage for the property with the attachments providing more specific detail. This development project is a little different from traditional developments, because it has already been built. So, much of what is below just explains how the new vision for the property accommodates the existing structures within the regulations of the current zoning for a Planned Commercial Development District. Luckily, the property is in good enough condition that not much redevelopment works need to be done.

Property Usage Vision

In late 2017 when Siemens announced it was officially leaving Mount Vernon and vacating, only a portion at the time, the property, Area Development Foundation (ADF) initiated a redevelopment plan for the entire property. It and some community partners sought to re-envision the property and prevent blight and vacancy. The plan recommended keeping the campus largely in-tact and utilizing the existing infrastructure and buildings to find manufacturers that would utilize the features of the buildings. Rather than finding one entity to occupy the whole property, which had been the traditional usage, the plan called for multiple occupants and multiple uses.

While Siemens is no longer on the property, the redevelopment vision is largely the same. The park, redesignated as Cooper Progress Park (CPP), is now mostly owned by the Knox County Land Bank (Land Bank). A portion of it still remains with the property's owner, Schlumberger, but the remainder will soon be transferred to the Land Bank.

The Land Bank is offering each building for sale or lease and is seeking occupants who represent the highest and best use of each building vis a vis job creation, building investment, community fit, etc.

Permitted Uses
Thanks to the foresight of the Municipal Planning Commission and City Council last year, a new zoning district was created to allow for maximum flexibility in reenvisioning this property. The main reason for doing so was because of the multitude of uses that could be accommodated on the property. In short, there is a defined space but undefined demand, so flexibility is key. For example, there are buildings suited for heavy manufacturing, light manufacturing, commercial, office, retail, restaurant or other consumer services. The variety of permitted uses can now accommodate a multitude of uses, whereas under the former Manufacturing designation, only manufacturing or related business could occupy the property.

The Land Bank has worked hard over the past two years to find a variety of users that can bring a mix of uses to the property. Of course, all uses must conform to the uses prescribed in the code and those further clarified in the Property Owners Association (POA) Declarations.

Lot Requirements
When transitioning the bulk of the property from a single parcel to multiple, the intention was to create a flexible common area. Therefore parcel boundaries were drawn to include, as much as possible, the building footprint only. For each building, some outside space was allotted for a trash receptacle, in accordance with current zoning rules. For those buildings with ramps or loading docks, some outdoor space was included to account for the incline/ decline. Equipment that serviced a particular building but was outside of that building was included in the parcel boundary. Air conditioner condensers, heating units, electrical transformers or fire valves are examples of this.

For existing buildings many of them may violate height and setback requirements, however since they are existing they are accepted as-is. For areas designated as “future development”, any new construction will conform to the building height, setbacks, size, coverage and location requirements listed in the Planned Commercial Development District Code and the POA Design Guidelines. The overall idea is to create the same look and feel of the existing buildings across the property. This will be accomplished through the application of the current zoning rules as well as a design guide adopted by the POA, once it is formed.

Association Structure & Budget
In terms of property management, the POA will be formed as an owners association under the guidelines set out in the Ohio Revised Code. Each property owner will be a full and equal member of the POA with voting rights for the board of directors. Votes for the board of directors are allocated based on square footage under roof for each building. Amending the bylaws, however, requires a ¾ majority vote of the owners, with each having one vote. The intent is here to create a process that is efficient enough to conduct the POA’s business, but minimizing the risk of one member to dominate the association by controlling a majority of votes.

The association will adopt a budget annually by October 31st, that includes a capital improvement fund and a reserve fund that equals 10% and 5% of the annual budget, respectively. Because of the certain date for budget adoption, government entities are able to join the association.

Common Area

Generally, any outside land is "common area" owned by the association. Parcel boundaries are roughly the perimeter of each building. Each member will pay common area maintenance fees based on the services their building consumes and the square footage of the parcel. For example, if Building A is part of a common sprinkler line and makes up 40% of the square footage of other buildings that share that line, and Building B is not part of that sprinkler line at all, then Building A would pay 40% of the cost for that sprinkler line upkeep and Building B would not contribute anything for the sprinkler line. However, some services like snow removal and project management would be paid for by all members because they concern the entire property.

Water & Sewer

The water and sewer system under the common area will be part of the common area. Each building will be individually metered with each owner paying for their own usage. However, the POA will have to maintain the lines that run under the common area from the city's lines under the street to individual buildings. These fees are accounted for in the estimated common area maintenance (CAM) fees. Storm water fees for the common area will be paid by the POA. Each owner is responsible for the storm water fees of their own property.

Parking

Parking will be determined on an as-needed basis. Each owner will buy annual parking passes equal to the amount of public and employee parking needed for a fee determined by the POA board. The POA will provide adequate parking on the property to meet the parking demand.

There are currently 681 parking spots to be designated on the property. If any additional parking is needed, land west of the railroad tracks can be converted to parking lots to meet the current demand. The current parking lots on Adams Street are not presently needed and will be removed and turned to grass until they might be needed at a later time.

Access and Traffic

All streets between Chestnut and Burgess Streets and Sandusky and Adams Streets will be property of the POA and maintained by the POA through the assessments. Access to the property north of Sugar Street and south of Burgess Street will be controlled using electronic gates. That area will remain fenced as well. This is consistent with the current use of the property.

The guard shack on West Chestnut Street will serve as the "front door" for the bulk of the property. It will be the only way into the interior of the property and will accommodate two-way traffic. Having one entry point is easier to monitor for security purposes and that gate is wide enough for two way traffic, the others are not and will be one-way exits. Mail will also be centralized and delivered to the guard shack.

Emergency services will have access codes or remotes to the gates in accordance with existing practice. Current sprinkler alarms are also connected to local emergency services.

To accommodate pedestrian traffic a pedestrian walkway will be created that runs east-west across the property from Sandusky Street to the railroad tracks. The purpose of this walkway is to provide a safe and attractive walkway from the major parking areas through the property. The walkway will be shielded with planters and other traffic barriers for safety.

Trash

Each parcel is required to have trash service that, when possible, is shielded from public view, have lids and be enclosed on at least three sides in accordance with current zoning regulations as described in section 1173.15 of the City's Codified Ordinances.

Please contact me at jeff@knoxadf.com or 740.393.3806 at your convenience if you have any questions or concerns.

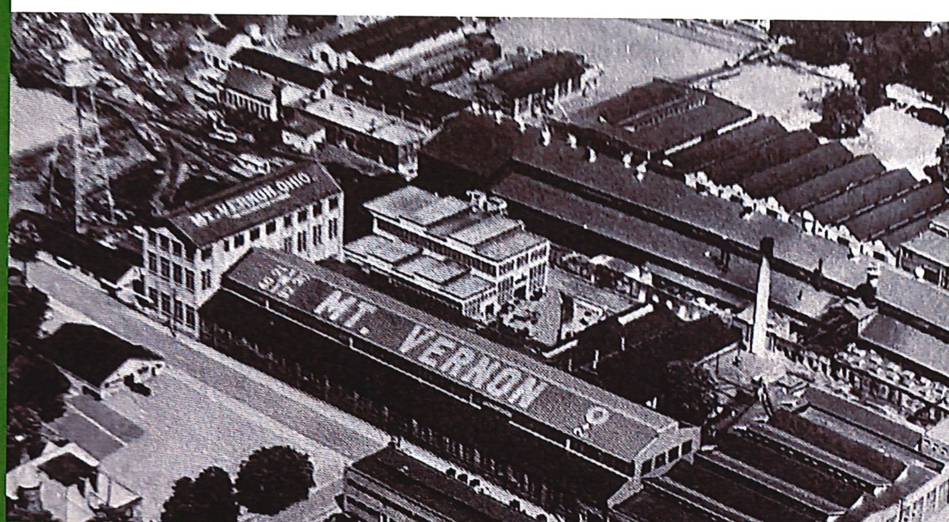
Sincerely,

Jeffrey S. Gottke
President

COOPER

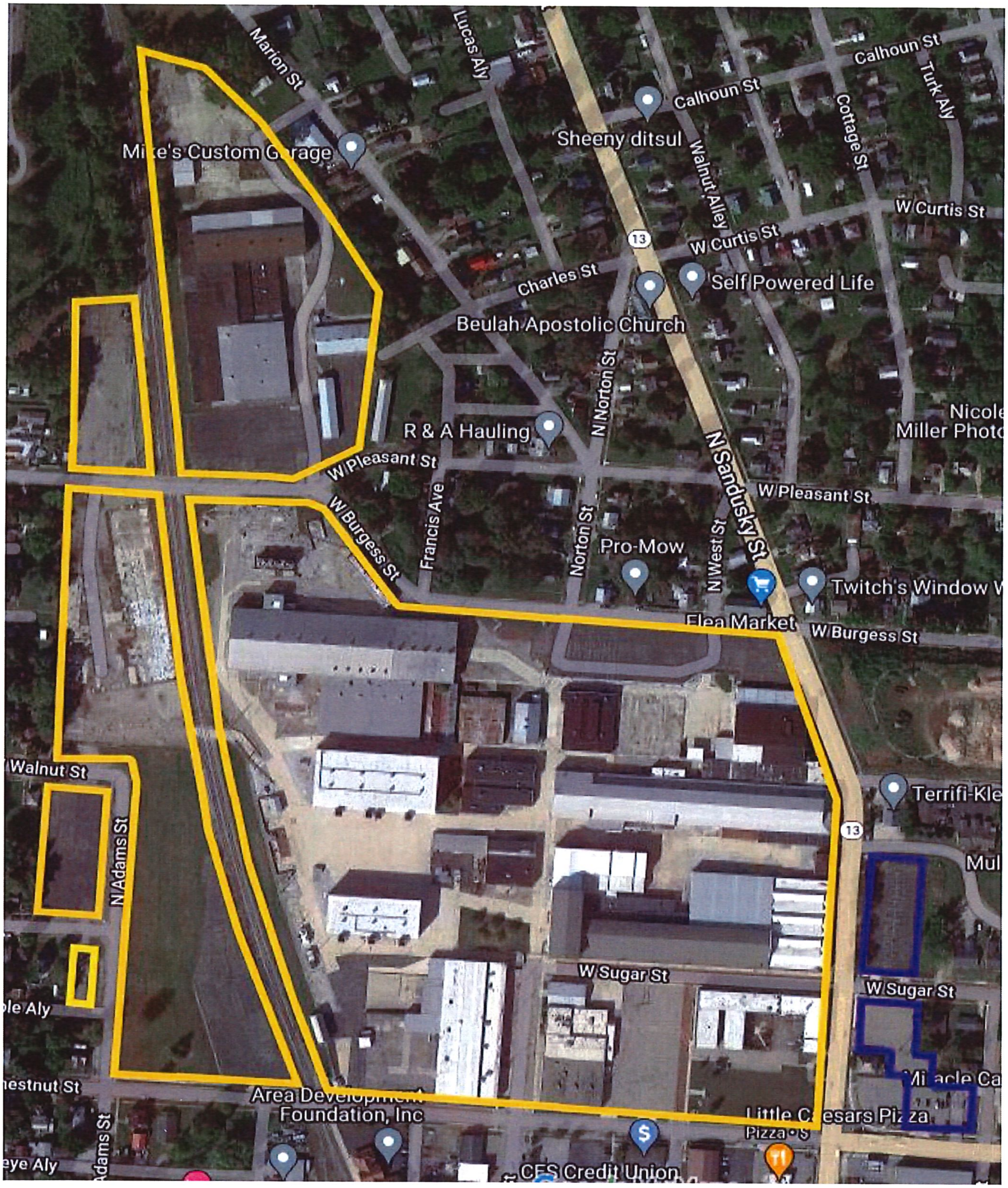
Progress Park

Mount Vernon, Ohio



Comprehensive Development Plan

Parcel Boundaries by Phase

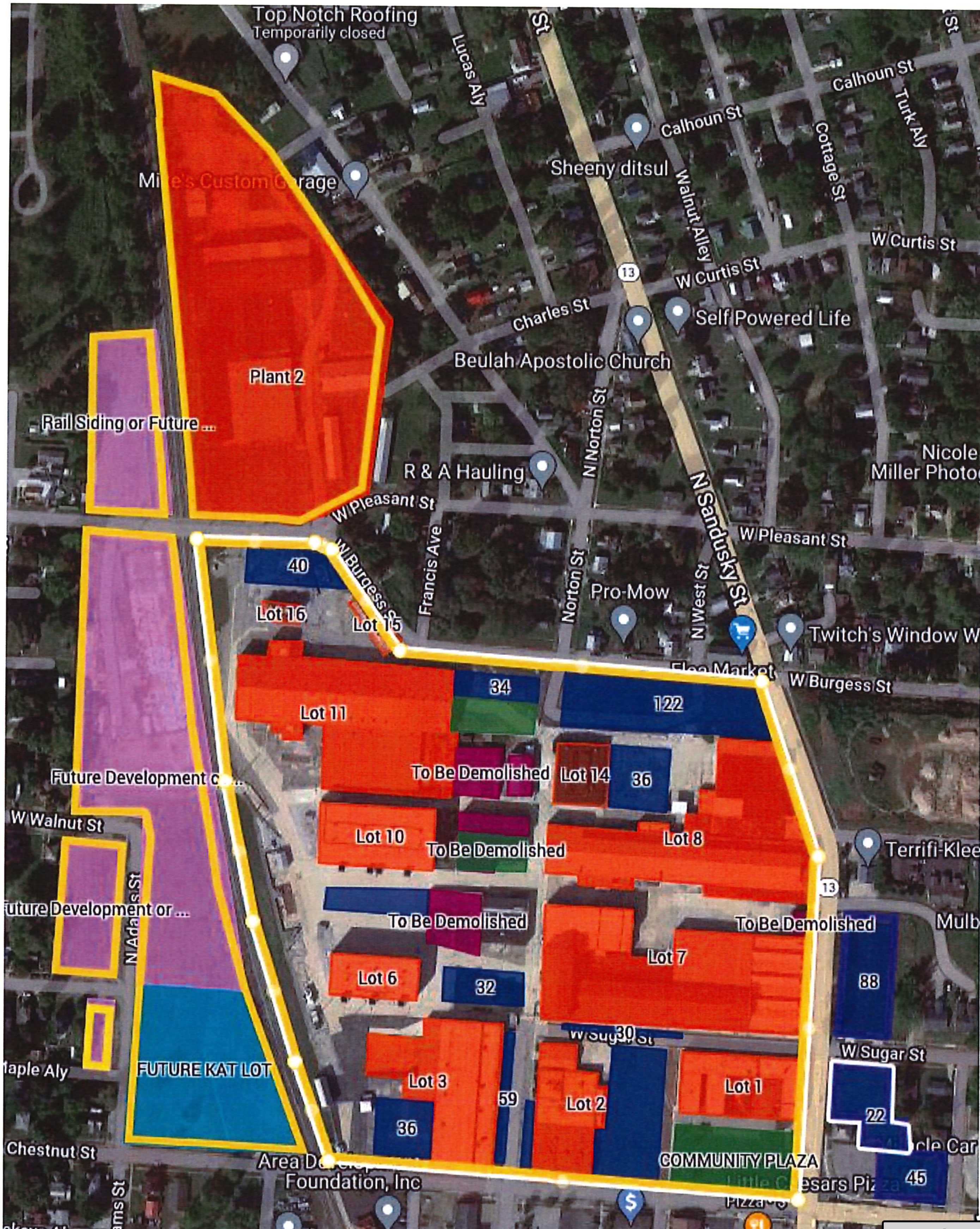


Yellow - Phase 1

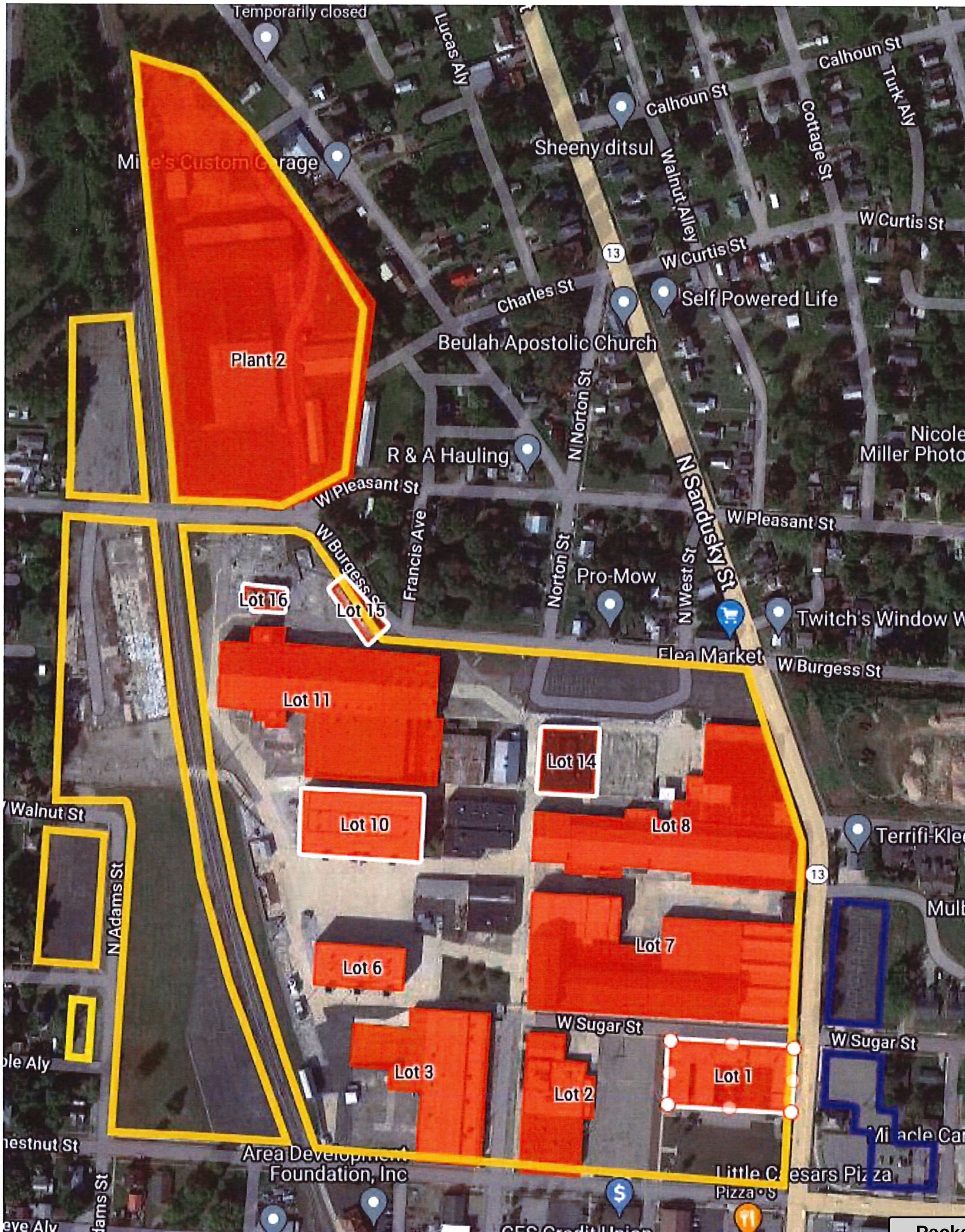
Purple - Phase 2

Attachment: Cooper Progress Park Comprehensive Development Plan (3632 : 2022-Mpc-31)

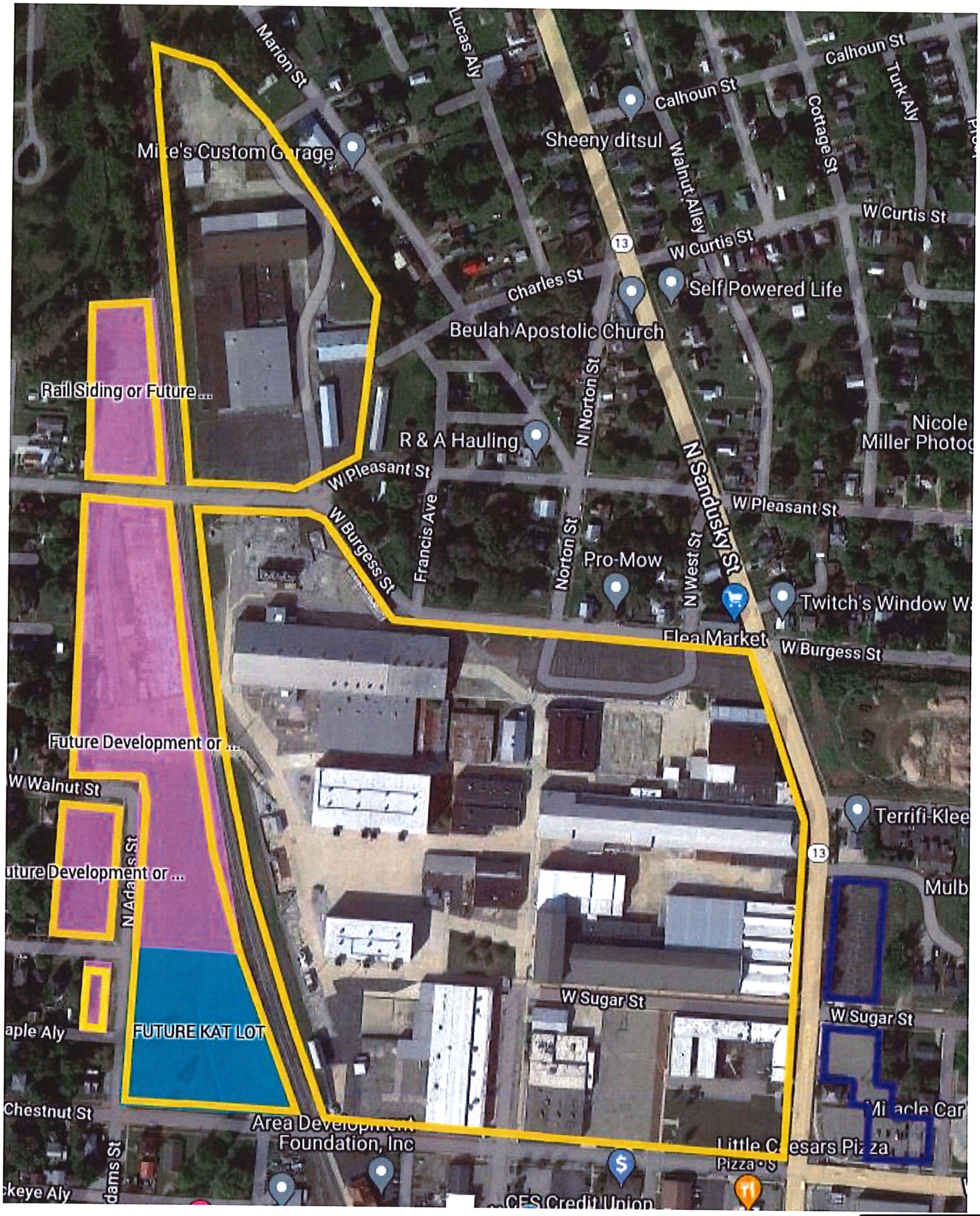
Intended Property Usage



Buildings For Sale/ Lease

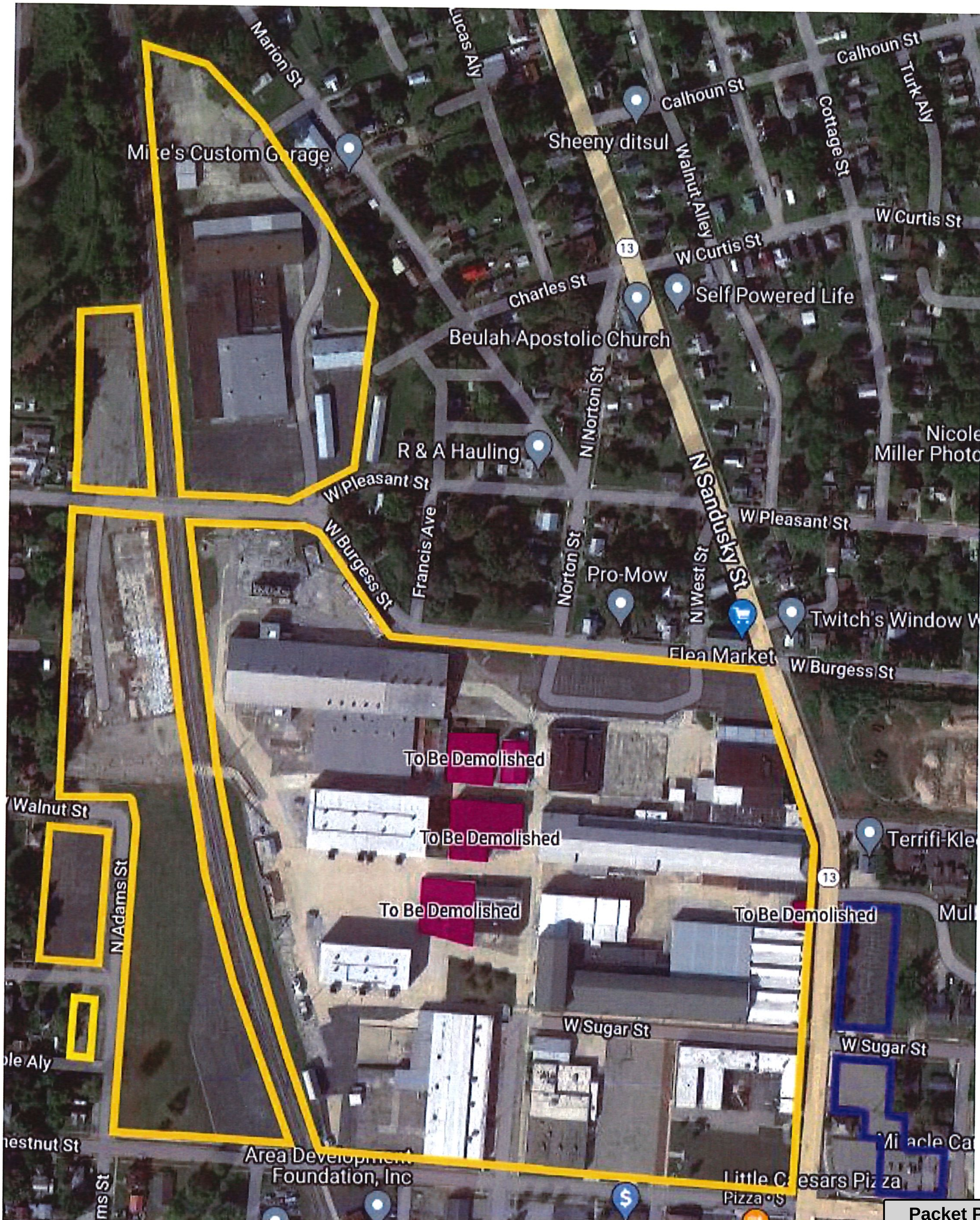


Sites for Future Buildings or Parking



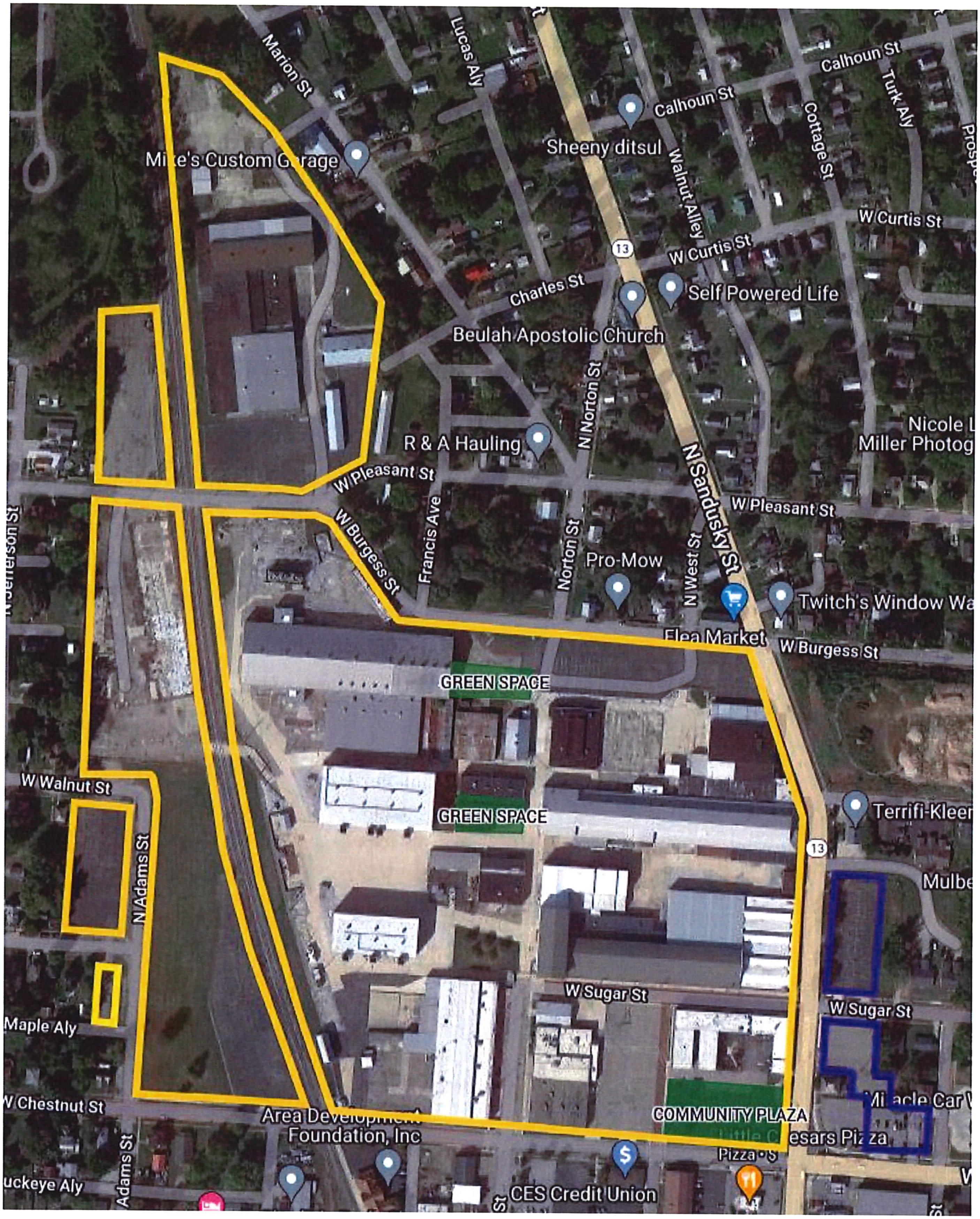
Attachment: Cooper Progress Park Comprehensive Development Plan (3632 : 2022-Mpc-31)

To be Demolished

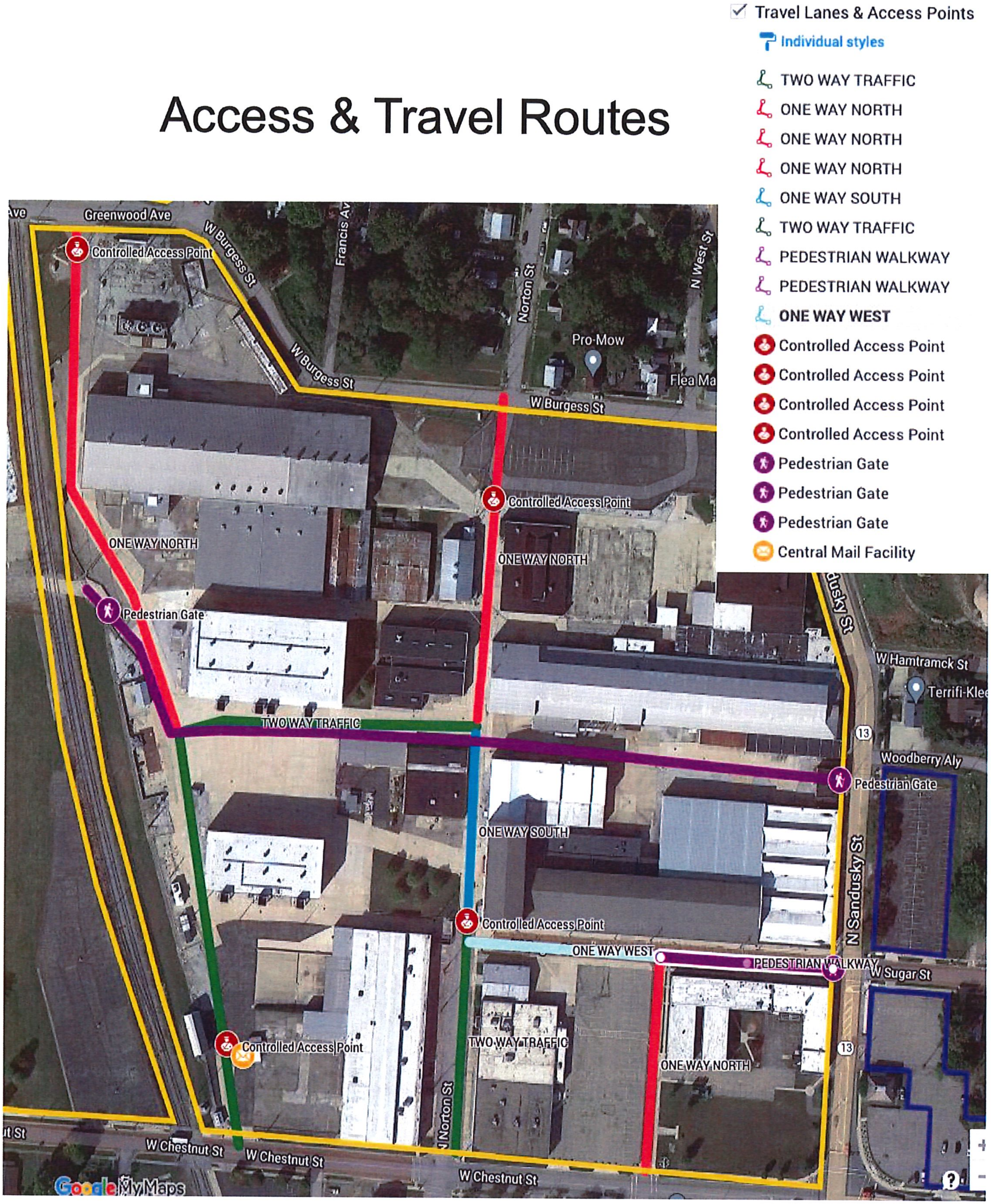


Current Planned Common Area Parking
681 Spots

Planned Parks & Green Space



Access & Travel Routes



DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR PLANNED COMMUNITY PURSUANT TO CHAPTER 5312 OF THE REVISED CODE OF OHIO

FOR

COOPER PROGRESS PARK PROPERTY OWNERS ASSOCIATION, INC.

This will certify that copies of this Declaration, together with Drawings and Bylaws attached thereto as Exhibits have been filed in the Office of the County Auditor, Knox County, Ohio.

Dated: ___________________________________

Jonette Curry, Knox County Auditor

By:________________________________

This instrument was prepared by:
Zachary H. DiMarco, Attorney-at-Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay Street, PO Box 469
Mount Vernon, OH 43050
Telephone: (740) 397-4040
Email: dimarco@ccj.com

TABLE OF CONTENTS
DECLARATION OF PLANNED COMMUNITY OF COOPER PROGRESS PARK

DECLARATION OF PLANNED COMMUNITY ASSOCIATION

This Declaration of a Planned Community Association ("Declaration") is made on or as of the ___ day of ______, 2022, pursuant to the provisions of Chapter 5312 of the Ohio Revised Code.

WHEREAS, the Knox County Land Reutilization Corporation (the "Declarant") is the owner in fee simple of real estate and the Cooper Park Development Company is the Developer.

WHEREAS, it is the desire of the Declarant and Developer to create on this site individually owned Industrial and Commercial parcels as well as and commonly owned areas "Common Areas" also known as "Common Elements" and facilities which will all be part of the planned community, and to these ends, to submit the entire property to create a Planned Community Association under the provisions of Chapter 5312 of the Ohio Revised Code;

NOW THEREFORE, Declarant hereby makes and establishes the following plan for a planned community hereinafter described.

ARTICLE I -
DEFINITIONS

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

"Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating "Cooper Progress Park Property Owners Association, Inc." as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's non-profit corporation statutory act), as the same may be lawfully amended from time to time.

"Association," and "Cooper Progress Park" means, Cooper Progress Park Property Owners Association, Inc., an Ohio non-profit corporation, created by the filing of the Articles and is also one and the same.

"Association Instruments" mean this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Association Property, and, all other documents, contracts, or instruments establishing ownership of or exerting control over the association property.

"Assessment" means the liability for an expense that is allocated to an Owner.

"Assessment Formula" means the formula in which the Owners are assessed to pay the Common Expenses.

"Board" and "Board of Directors" mean those Owners or their representatives, who, as a group, serve as the Board of Directors of the Association pursuant to the provisions of the bylaws of the Corporation and Chapter 5212.

"Bylaws" mean the Bylaws of the Association which provides for the operation of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions ORC Section 5312.02, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof as **Exhibit B**.

"Common Area" means all of the Property owned or leased by the Association or that is subject to an easement provided to the Association that will be used for the common purpose of the Owners of the Association as delineated on the Plat of Cooper Progress Park.

“Common Area Expense” means the expense or financial liability of the Association.

“Common Area Expense Formula” means the expenses of the Association which will be assessed against Owners pursuant to the formula which shall become part of the Declaration.

“Common Elements” shall have the same meaning as Common Area and means all of the Property owned or leased by the Association or an easement provided to the Association that will be used for the common purpose of the Owners of the Association.

"Declarant" means the Knox County Land Reutilization Corporation.

“Developer” means Cooper Park Development Company, and its successors and assigns.

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

"Drawings" mean the Plat for the planned community pursuant to Chapter 5312 of the Ohio Revised Code, filed simultaneously with the submission of this Declaration for recording, and shall include additional drawings included with any amendments to the Declaration or the Plat and any amendment thereto, as the same may lawfully be amended from time to time.

“Limited Common Area” mean means a common area that the declaration designates as reserved for use by a certain lot or lots, to the exclusion of other lots as delineated on the Plat.

"Occupant" or "Tenant" means a person or entity lawfully in possession of a Parcel, regardless of whether that person is a Parcel Owner, and any agents, guests, invitees, customers, officers, or employees of an Occupant or Tenant or assignee or subtenant. The word "Occupant" shall include a Tenant where appropriate or the context requires.

"Owner", "Owners" and “Parcel Owners” mean that person or those persons, Commercial Owner or Industrial Owner owning a fee-simple interest in a Parcel, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act (currently contained in Chapter 1702, Ohio Revised Code).

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

“Parcel” mean that portion or portions of the Association Property or Owners’ property identified as a Parcel in this Declaration. Parcels shall have their own legal description and tax parcel number. All parcels shall be described as commercial, industrial, or as a common area.

“Planned Community” and “Planned Community Property” means the community comprised of Parcels for which this declaration requires the Owners become members of the Association, the Owners may hold or lease real property, and the owners support by membership and assessment the Association.

“Unique Parcel” means a parcel that has been designated as unique by the Developer, Declarant, or the Association. A unique parcel does not have any structures or improvement at the time of designation by the Developer, is a parking lot, or is isolated from the main campus. Upon the completion of the structure or improvements, excluding the completion of a parking lot and necessary improvements related to the parking lot, the Unique Parcel shall become a Parcel as defined herein.

ARTICLE II -
THE LAND

A legal description of the land constituting the Cooper Progress Park Property Owners Association, Inc., A Planned Community Property, located in the City of Mount Vernon, Knox County, Ohio, is attached hereto and marked **EXHIBIT "A."** Each Parcel will have its own legal description according to the Plat created and the Common Areas are described therein as well.

ARTICLE III -
NAME

The name by which the Planned Community shall be known is "Cooper Progress Park."

ARTICLE IV -
PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish individual Parcels from the original Property to which fee simple interests may be conveyed; to establish an Owners' Association to administer the Planned Community; to provide for the preservation of the values of Parcels and the Common Areas; to provide for and promote the benefit, enjoyment, and well-being of Parcel Owners, Occupants, and Tenants; to administer and enforce the covenants, easements, charges, and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

<u>Section 2. Restrictions</u>. The Planned Community Property shall be subject to the following restrictions:

(a) <u>Uses</u>. All Parcels shall comply with this Declaration and the Bylaws. Notwithstanding the foregoing all Parcels shall comply with all applicable zoning regulations and the restrictions recorded in the public records and are part of the chain of title. Except as otherwise specifically provided in this Declaration, the Parcels **shall not** be used for any residential purpose. In addition to the requirements contained in this Declaration which relate to the Planned Community in general, no Parcel shall be used for:

(1) indecent or illegal purposes, including, but not limited to, the sale of tobacco or marijuana (or similar substances);

(2) any activity which produces noise or sound that is audible beyond the Commercial Parcel from which it originates and that is objectionable due to intermittence, beat, frequency, shrillness, or loudness to reasonable persons in other parcels or on the Common Areas. To assist in determining reasonableness, no sound shall exceed 85 decibels recorded outside the commercial parcel. This clause shall not be interpreted to defeat reasonable business purposes;

(3) any activity which produces obnoxious odors that are perceptible beyond the Commercial Parcel from which they originate;

(4) any activity which causes the cancellation of insurance policies carried by the Association or by the Owners of other Industrial or Commercial Parcels within the Association;

(b) Deed Restrictions. The Parcels are subject to existing restrictive covenants held by and enforceable by Cameron International Corporation, its successors, heirs, and assigns as provided in Official Record Book 1909, Page 266 and Book 1909, Page 275 which include, but are not limited to the following:

(1) The real property shall not be used for any purposes other than non-agricultural, non-mining and non-water collection commercial/industrial land use. Commercial/industrial land use means use of the Real Property for anything other than use for human habitation or for other purposes with a similar potential for human exposure. Human habitation includes, but is not limited to residential land use.

(2) The real property shall not be used for recreational/residential land use or for food or water production. Recreational/residential land use means use for dwelling and areas, such as, but not limited to single family houses and multi-family apartments, children’s homes, nursing homes, residential portions of government-owned land (local, state or federal), day care facilities, educational facilities (excepting therefrom any post-secondary, professional, or trade school), hospitals, ranch and farm land, and community or recreational parks (whether local, state, federal, or private).

(c) Common Area Uses. The Common Areas (except Limited Common Areas) shall be used in common by Parcel Owners and Occupants and their agents, servants, customers, invitees, and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Parcels; provided, however, that unless expressly provided otherwise in this Declaration, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Parcel Owners and Occupants, subject to such rules and regulations as may from time to time be by the Board. All Owners, occupants, tenants and their invitees, shall have an easement of ingress and egress to and from each parcel in this Planned Community. No person, entity, Owner, Occupant, shall block or impede access or use of the Common Areas.

(d) Limited Common Area**.** Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the owners of the Parcels and their occupants, as specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board. As is shown in particularity on the Plat, Limited Common Areas shall exist between Lots 10 and 11, Lots 14 and 8, Lots 7 and 8, and Lots 15 and 11.

(e) Signage**.** Signage on Parcels or Common Areas advertising or identifying the Parcel shall be uniform as determined and approved by the Board in its design standards. The Signage shall be submitted by the Parcel Owner or Occupant to the Board for approval. The Board shall have thirty (30) days from the date of submission by the Parcel Owner or Occupant to review the proposed signage. The Board shall provide written approval or disapproval of the signage to the Parcel Owner or Occupant. If the Board does not approve the signage the Parcel Owner or Occupant shall revise the signage and resubmit the signage to the Board for review. This review process shall be repeated until the signage is approved by the Board.

(f) Nuisances**.** No illegal, noxious, or offensive activity shall be carried on or in any Parcel, or upon the Common Areas; nor shall any use be permitted which results in the cancellation of the Association's insurance; nor shall any use be permitted which increases the cost of insurance above that which would otherwise be available for normal uses conducted within such Parcel, unless the Owner of such Parcel responsible for the increase reimburses the Association and any other Parcel Owner who experiences such increase; nor shall any Parcel or the Common Areas be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(g) Vehicles. The Board may promulgate regulations which regulate the outside parking of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles in the Common area, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such actions as it, in its sole discretion, deems appropriate. The Board controls and shall assign temporary and permanent parking spots on the Common Area as well as the designated parking spots.

(h) Renting and Leasing. The vision of the Developer was to enhance a broad base of commercial and industrial jobs to the community. Leasing and subleasing of Parcels is permitted to Tenants operating within allowed uses.

(i) Conveyances**.** Each Parcel shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions, and provisions hereof. All conveyances shall reference this Declaration. The undivided interest of a Parcel in the Common Area shall be deemed to be conveyed or encumbered with the Parcel even though that interest is not expressly mentioned or described in the deed, mortgage, or other instrument of conveyance or encumbrance. No closing shall occur until all assessments have been paid in full and the Association has been given the name of the new owner.

(1) Right of First Refusal to Declarant. The Declarant shall have a right of first refusal on any and all transfers of any Parcel. Declarant shall have the right to match or exceed the offered consideration and terms of sale by any bona fide third party offers for the purchase of all or any portion of any Owner's Premises. Each Owner shall present any such bona fide third party offer to Declarant within ten (10) days of receiving such offer. Declarant shall then have thirty (30) days to demonstrate such matching offer. If Declarant exercises its option to purchase, said purchase shall close within 90 days of the tendered matching offer.

(2) Development Agreement. All prospective purchasers must have entered into a development agreement with Area Development Foundation, Inc., an Ohio non-profit corporation, P.O. Box 29, Mount Vernon, Ohio 43050, in order to become an Owner and member of the Association.

In addition, each Parcel Owner shall provide to a purchaser of that owner's Parcel a copy of the Association's Organizational Documents and all effective rules and regulations.

(j) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Parcel Owner in favor of another.

(k) Architectural Control. Except for improvements constructed by the Developer and those in existence as of the date of this Declaration, no Parcel, or any exterior part thereof, may be improved, altered, or replaced by a Parcel Owner or Occupant, unless the plans and specifications ("Proposal")showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Board, as to lawfulness and appropriateness, and as to harmony of external design, color, and location in relation to surrounding structures and topography. The Board may, in its sole discretion, approve or disapprove such proposals, and may condition approval upon the requesting Parcel Owner's agreement to maintain the same, and such agreement shall be binding upon the Parcel Owner and the Parcel Owner's successors in ownership of the Parcel, notwithstanding any provision of the Association's Organizational Documents to the contrary. The Board shall have sixty (60) days to approve or disapprove the Proposal. If the Board does not approve the Proposal the Parcel Owner shall submit revised proposal to the Board for review. This review process shall be repeated until the Proposal is approved by the Board. Such obligation to maintain and repair such improvements shall be memorialized in an agreement prepared at the direction of the Board (but at the expense of the requesting Parcel Owner) and recorded in the chain of title so that all successors in title shall have notice that the maintenance and repair of such improvements are not the responsibility of the Association. The Board shall adopt design standards from time to time to establish rules and regulations as to the architectural design and control over Cooper Progress Park.

(l) Mediation**.** In the event of any dispute between Parcel Owners as to the application of these restrictions, Declaration or Bylaws, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date, and place for a hearing thereon within ten (10) days thereafter, and give written notice to each party thereof no less than seven (7) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless the mediation pursuant hereto has first occurred.

(m) Rules and Regulations**.** In addition to the rules and regulations hereinbefore specifically described as being authorized to be established by the Board, the Board, from time to time, may adopt such further reasonable rules and regulations concerning the use of Parcels and the Common area as it deems necessary or desirable to promote harmony, to serve the best interests of the Parcel Owners, and to protect and preserve the nature of the Association.

Copies of all such rules and regulations shall be furnished by the Board to each Parcel Owner prior to the time when the same shall become effective. No such rule or regulation shall discriminate against any Owner or Occupant on the basis of race, religion, national origin, or sex.

(n) Amendment. Any amendment to the provisions of this Declaration, Bylaws, or any other Association Organizational Document, requires consent of at least seventy-five percent (75%) of the Owners, either in writing or in a meeting called for that purpose, pursuant to the modified voting formula provided for in Article XVIII, Section 1 of this Declaration. No amendment shall be effective until it is recorded in the Official Records of Knox County, Ohio.

ARTICLE V -
IMPROVEMENT DESCRIPTIONS

Section 1. Parcels/Buildings There shall be 22 Parcels in the Planned Community along with Common Area. Some Parcels shall have designated parking. All others will share Parking. The Board may assign certain Common Areas as designated Parking under a fee arrangement. All Owners shall be responsible for the interior and exteriors of the improvements located upon the Parcels.

Section 2. Other Improvements/Common Areas. In addition to the designated Parcels there are Common Areas which include parking areas and various service or maintenance buildings as well as additional improvements, piping and wiring as well as other necessary devices to supply utility services to the Parcels.

ARTICLE VI -
PARCELS

Section 1. Parcels. Each of the Parcels is designated by a number on the Drawings set forth in **EXHIBIT "A"** attached hereto. Declarant reserves the right for a period of up to seven (7) years from the filing of this Declaration to add additional property (may add but shall not be required to add) to the Declaration by an amendment, which property may be common area, or additional Parcels.

Section 2. Composition of Parcels. Each Parcel consists of the described real estate and all within said description.

ARTICLE VII –
COMMON AREAS AND LIMITED COMMON AREAS

Section 1. Common Areas– Description. All of the Planned Community Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a Parcel, are Common Areas or Common Elements.

The Association shall have full responsibility for maintenance, repair, and replacement of such common buildings, common parking areas, common areas and other improved areas. In addition, the common fire suppression system shall be considered a common element even if a portion is located within a Parcel.

All parking and access ways within the Association Property are private in nature, and part of the Common Areas, and none of the same shall be dedicated to public use. The Association shall have full responsibility for maintenance and repair of such areas, as part of the Common Areas pursuant to this Declaration.

Section 2. Limited Common Areas Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. Areas reserved for the exclusive use of the Owners and occupants of the Parcel to which it is appurtenant.

Section 3. Common Areas. Pursuant to ORC 5312.01, the Common Areas shall be owned by the Association in fee simple.

ARTICLE VIII –
OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Owners' Association. The Declarant is, at the time of execution and recording of this Declaration, the sole member of the Association.

Section 2. Membership. Membership in the Owners' Association shall be limited to the Parcel Owners and all subsequent Parcel Owners. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel, and transfer of a Parcel shall automatically transfer membership to the transferee.

Section 3. Board of Directors. The Declarant shall control the Owners Association and appoint and remove members of the Board of Directors until five Parcels have been conveyed to five separate Owners, at which time the Board of Directors shall call a special election. The Board of Directors shall consist of five directors whom shall be voted upon by vote of the Owners. The first term shall consist of Declarant and four Owners. Each Director shall serve a term of three years with the initial terms being staggered so that two will serve an initial term of one year; two will serve an initial term of two years; and one will serve an initial term of three years. Thereafter, each will serve a term of three years. Each Parcel Owner, including Unique Parcel Owners, shall have one vote, except a Parcel with a foot print greater than 50,000 square feet, and Lot 4 will have two votes for the Board of Directors.

Section 4. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter, and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Organizational Documents or the pursuant to Chapter 5312 of the Ohio Revised Code that are not specifically reserved to Owners, including, without limitation:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Association's Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Association Property, or that involves two or more Owners and relates to matters affecting the Association's Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Association's Property;

(d) Subject to the restrictions set forth in this Declaration, regulate the use, maintenance, repair, replacement, modification, and appearance of the Association's Property or Parcels within the Association in accordance with the restrictions set forth herein;

(e) Subject to the restrictions set forth in this Declaration, adopt rules that regulate the use or occupancy of Parcel, the maintenance, repair, replacement, modification, and appearance of Parcels, Common Area when the actions regulated by those rules affect Common Areas or other Parcels;

(f) Cause additional improvements to be made as part of the Common Areas;

(g) Acquire, encumber, convey, or otherwise transfer personal property of the Association;

(h) Hold in the name of the Association the real property and personal property acquired pursuant to subsections (f) and (g) of this section;

(i) Grant easements, leases, licenses, and concessions through or over the Common Areas;

(j) Impose and collect fees or other charges for the use, rental, or operation of the Common Areas or for services provided to Parcel Owners;

(k) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(l) Promulgate and impose, with notice to Owners reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Owners' Association, and reasonable charges for damage to the Common Areas or other property;

(m) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(n) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;

(o) Enter a Parcel for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Areas, another Parcel, or to the health or safety of the Occupants of that Parcel or another Parcel;

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

(q) Suspend the voting privileges of an Owner or the Occupants which are delinquent in the payment of assessments for more than thirty (30) days;

(r) Purchase insurance and fidelity bonds required by this Declaration and/or the Bylaws, or such other insurance and fidelity bonds as the Directors consider appropriate or necessary;

(s) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(t) Exercise all power and authority granted Chapter 5312.08, Ohio Revised Code, as the same may be amended from time to time;

(u) Exercise powers that are: (1) conferred by this Declaration or the Bylaws, or the laws of the State of Ohio; (2) necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation; (3) permitted to be exercised in Ohio by a not-for-profit corporation; or (4) necessary and proper for the government and operation of the Association.

Section 5. Procedures for Enforcement of Violations.

(a) Notice. Prior to imposing charges for damages to the Common Areas or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Board shall give the Owners of the subject Parcel a written notice containing the following information:

(1) A description of the property damaged or the violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the Owners of the subject Parcel shall have the right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing pursuant to Section 5(b) below; and

(5) A reasonable date by which the Owners of the subject parcel must cure the violation to avoid the proposed charge or assessment.

(b) Hearing. The Owners of a subject Parcel may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Section 6(a) above. If the Owners of a subject Parcel fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided pursuant to Section 6(a) above, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If the Owners of a subject Parcel request a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Owners of a subject Parcel with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Owners of the subject Parcel.

(c) Manner of Notice. Any notice required under this Section to be served:

(1) upon an Owner or Owners shall be delivered personally to the Owners or Occupants at the Parcel, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Parcel, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternate address;

(2) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association, or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided however, that any agreement for professional management: (i) shall be terminable by the Association for cause on thirty (30) days' written notice; (ii) shall be terminable by either party, without penalty, on ninety (90) days' written notice; (iii) shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and (iv) shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

ARTICLE IX -
AGENT FOR SERVICE

The name of the initial entity to receive service of process for the Association and that agent's place of business is:

C C & J Agents, Inc.
P.O. Box 469
Mount Vernon, Ohio 43050

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

ARTICLE X -
MAINTENANCE AND REPAIR

Section 1. Association Responsibility. Management of the property and financial affairs of the Association, and the allocation of funds therefor, shall be the responsibility of the Association, which shall maintain and repair the Common Areas.

Section 2. Individual Responsibility.

(a) General. Each Owner shall repair, replace, and maintain the Parcel and all improvements upon the Parcel. If the Owner is using the Common Area, they shall provide routine upkeep and cleaning of the Common Area appurtenant to such Owner's Parcel or used by the Owner.

(b) Failure to Maintain. In the event an Owner shall fail to make any such repair or perform such maintenance as is required under this Declaration, or in the event the need for maintenance or repair of any part of the Common Area is caused by the negligent or intentional act of any Parcel Owner or Occupant, or any guests or invitees of the Owners or Occupants, or is a result of the failure of any Owner or his, her, or its predecessors in title to timely pursue to a conclusion a claim under any warranty (express, implied, or imposed by law), then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by or paid to the credit of the Association, the costs not recovered by the Association shall constitute a Special Individual Owner Assessment, as hereinafter defined, on the Parcel owned by such Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be voted upon by the Board.

ARTICLE XI - UTILITY SERVICES

Each Owner by acceptance of a deed to a Parcel agrees to pay for utility services separately metered or sub-metered, or separately charged by the utility company or the Association to that Parcel. In the event any utility service is not separately metered the cost thereof shall be a shared expense between the Owners. Utility services for Common Areas shall be paid for by the Association.

ARTICLE XII - INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures, and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Area, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Association Property, in amounts at all times sufficient to prevent the Parcel Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with a guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than five percent (5%) of the face amount of the policy.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Areas, public ways, and any other areas under the Association's supervision, insuring the Association, the Directors, and the Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, or (b) two million dollars

($2,000,000) for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association, the Board, or other Owners or Occupants, and shall include such additional coverages as are commonly required by private mortgage investors for developments similar in construction, location and uses, including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area and arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party without at least ten (10) days prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Parcel.

Section 3. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection which is in no event less than the greater of: (1) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months' worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor, or servicer on behalf of any holder of any mortgage on a parcel who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law (including, without limitation, ' compensation, flood insurance. All such insurance shall be obtained from generally accepted insurance carriers, and the premiums for all such insurance described in Sections 1 through 4 of this Article XII, obtained by the Association, shall be paid by the Association as a common expense.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Owner, by acceptance of a deed to a parcel, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Owner, and their respective first mortgage holders, and the Association, and such power runs with the land, is coupled with an interest and is irrevocable.

Section 6. Owner's Insurance. Any Owner and Occupant must, at their own expense, carry and maintain appropriate insurance, including, but not limited to, property and liability insurance, in addition to that provided by the Association pursuant hereto as that Owner or Occupant may determine, subject to the provisions hereof, and provided that no Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by insurance carried pursuant hereto by the Association. In the event any Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, an Owner or Occupant may obtain insurance against liability for events occurring within a parcel, losses with respect to personal property and furnishings, and losses to improvements owned by the Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Owner with respect to improvements within the Parcel shall be limited to the type and nature of coverage commonly referred to as "tenant's improvements and betterments." All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Owners and Occupants, and shall name the Association as an additional insured.

To be specific, the Owner shall be responsible to insure its own parcel in its entirety to include the exterior.

Tenants shall be responsible for their respective insurance.

Section 7. Sufficient Insurance. In the event the improvements forming a part of the Common area or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor unless otherwise agreed to.

Section 8. Insufficient Insurance. In the event the improvements forming a part of the Common Area or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then, unless the Parcel Owners shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration, or reconstruction, the Association shall make repairs, restoration, or reconstruction of the Common

Area so damaged or destroyed at the expense (to the extent not covered by insurance) of all Parcel Owners in proportion to their respective undivided interest in the Common Area. Should any Owner refuse or fail after reasonable notice to pay that Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the parcel of such Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. Unless otherwise unanimously agreed by the owners, any assessment levied due to insufficient insurance shall be made on or before October 31st, to become effective in the next calendar year.

ARTICLE XIII - RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. No Obligation to Restore/Right to Demolish. Some of the structures in the Association Common Areas are in need of destruction. The Developer reserves the right to demolish buildings. Further, in the event of damage to or destruction of all or any part of a building, structures, or fixtures constituting a part of the Association Property, the Board may elect to replace or restore as it determines in the best interest of the Association.

ARTICLE XIV - RESERVED

ARTICLE XV - GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Owner shall have the right and easement of enjoyment in, over, and upon the Common Areas and a right of access to and from its Parcel, and a right and easement for utilities serving that Parcel, which rights and easements shall be appurtenant to and shall pass with the title to a Parcel, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Parcel, or any part thereof.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of necessary entry and access to, over, upon, and through all of the Association Property, including each Parcel, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Association Property. In the event of an emergency, the Association's right of entry to a Parcel may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Parcel no less than twenty-four (24) hours' advance notice prior to entering a Parcel.

Section 3. Easements for Encroachments. Each Parcel and the Common Areas shall be subject to easements for encroachments by any other Parcel Owner or the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the

Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of any Property in the Association contributing to the support of another building, utility line, or improvement on another portion of the Association Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements, and other portions of the Association Property.

Section 5. Easements for Utilities and Operation of the Association Property. There is hereby created upon, over, and under all of the Property part of the Planned Community, easements to the Association for ingress and egress to, and the installation, replacing, repairing, and maintaining of all utilities, including, but not limited to, water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas, and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits, or other facilities, appurtenances, and improvements on, above, across, and under the Property in the Association, so long as such poles, equipment, wires, circuits, conduits, facilities, appurtenances, and improvements do not unreasonably interfere with the use and enjoyment of the Association Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. In addition, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Association Property, the Board shall have the authority, on behalf of the Association and the Owners, to grant permits, leases, easements, licenses, and concessions on, over, above, across, and under the Common Areas for utilities, roads, and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Association.

Section 6. Easements for Services. A non-exclusive perpetual easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common area in the performance of their duties.

Section 7. Power of Attorney. Each Owner, by acceptance of a deed to a Parcel, hereby irrevocably appoints the Association as his, her, or its attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of such Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Owner, the Association, and Declarant, and the real estate to which it is applicable; it runs with the land, is coupled with an interest, and is irrevocable.

Section 8. Easements Reserved to Association. Non-exclusive easements are hereby reserved to the Association, its successors and assigns, over and upon the Common Area for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available.

Section 9. General. The Easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XVI - ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant hereby covenants, and each Owner by acceptance of a deed to a Parcel (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments; (2) special assessments for capital improvements; and (3) special individual Parcel assessments. All of such assessments shall be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively 1) to promote the health, safety, and welfare of Owners and Occupants, 2) provide for Common Area utility services, 3) for cost of maintenance, repair, or replacement in the Common Areas, 4) for cost associated with the enforcement of the Declaration, By-Laws or rules and regulations of the Association, and 5) cost or charges of the Declaration or By-laws recording or permit.

Section 3. Apportionment; Due Dates.

(a) Annual Operating Assessments.

(1) At any time prior to the closing by Declarant of the transfer of the first Parcel, and prior to October 31st of each year thereafter, **the Board shall adopt a budget and estimate**, and allocate among the Parcels in the manner set forth below, the common expenses of the Association, consisting of the following:

A. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

B. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

C. the estimated next fiscal year's costs for utility services not separately metered;

D. the estimated amount required to be collected to maintain a working capital reserve to assure availability of funds for normal operations of the Association, in an amount not less than three (3) months' estimated common expenses for each Parcel. The initial contribution to such working capital reserve fund shall be collected at the closing of each Parcel, but not later than the date that control of the Association is transferred to the Parcel Owners, as provided in this Declaration, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contributions shall be completed at the time that election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits.

E. Pursuant to ORC 5312.06, the budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless 75% of the Owners (as determined by the voting formula) waive the reserve requirement annually. Otherwise, the Board shall budget an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements, and periodic maintenance, repair, and replacement of improvements, and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss; provided that the amount set aside annually for such reserve shall not be less than ten percent (10%) of the budget for that year.

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

(2) Apportionment. Such assessments shall be allocated among the Parcels according to each Parcel’s use.

A. All Parcels shall share in the common expense for insurance, security, administration and project management, snow removal, landscaping, facility building utilities, reserves and capital expenditures;

B. All Parcels, except for Lot 4 and Lot 5, shall share in the common expense for fire monitoring and sprinkler inspections, extinguisher inspections, PIV inspections, exit lighting inspections, in-house fire system maintenance, riser and compressor inspections, sprinkler dry valve inspections, and fire system maintenance and repairs.

C. All Parcels, except for Lot 16, Lot 4, and Lot 5 shall share in the common expense for real estate taxes, water/wastewater system inspections, water/wastewater system maintenance, gas line maintenance and storm water fees.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Owner from prepaying assessments in annual, semi-annual, quarterly, or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise

provided, the Association shall collect on or before the first day of each month from those who own the Parcel an equal monthly prorata share of the annual operating assessment for that Parcel.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board, among the Parcels on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Parcel Owners.

(6) The Declarant shall require three (3) months of annual operating assessments to be paid ahead upon the first conveyance of a Parcel to an Owner.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefore, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Owners exercising no less than seventy-five percent (75%) of the voting power of all Owners. Any special assessment which is levied for capital improvements shall be levied to be effective in the next calendar year. Each levied assessment shall occur before October 31st, to be effective in the next calendar year.

(2) Any such assessment shall be allocated among all Parcels pursuant to the Assessment Formula, and shall become due and payable on such date or dates as the Board determines following written notice to the Parcel Owners.

(3) The Board shall endeavor to avoid special assessments for capital items by complying with the reserve requirements of Article XVI, Section 3(a)(l)(E) above.

(c) Special Individual Parcel Assessments**.** The Board may levy an assessment against an individual Parcels to reimburse the Association for those costs incurred in connection with that Parcel properly chargeable by the terms hereof to a particular Parcel (such as, but not limited to, the cost of making repairs that are the responsibility of an Owner; the cost of insurance premiums separately billed to an Owner; the cost of cleaning and removing debris from the Owner's Parcel where, in the opinion of the Board, the Owner has allowed the same to become unsightly; penalties and charges imposed pursuant to the Rules and Regulations of the Board for violations of the Declaration, Bylaws, and Rules and Regulations; and an Owner's enforcement and mediation charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, Bylaws, Rules and Regulations). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Owners subject thereto. Additionally, during the first years of the Association's existence and until such time as real estate taxes and assessments are split into separate tax bills for each Parcel, the Association shall have the right to pay the real estate taxes and assessments attributable to the Association in the event the same have not been paid, when due, and assess each Owner for his, her, or its share of such real estate taxes and assessments as a special individual Parcel assessment. The share of those taxes and assessments attributable to a Parcel shall be computed by multiplying the total taxes and assessments for all of the Association Property by the undivided interest in Common Areas attributable to that Parcel. The calculation by the Association of the Parcel's shares of taxes and assessments shall be binding upon all Parcel Owners. (discuss-may not be applicable)

(d) Rules for Levying Fines and Assessments for Violations. The Board of Directors may levy fines and/or assessments under a written policy adopted by the Board and given or made available to each Owner, for the purposes of enforcing the Declaration, Bylaws, or Rules and Regulations as determined by the Board. Such fines and/or assessments may include, without limitation, interest and late charges for the late payment of assessments, returned check charges, and reasonable enforcement assessments for violations of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and reasonable charges for damage to the Common Areas or other property. Prior to imposing a charge for damages or an enforcement assessment, the Board shall comply provide notice to the Owner and give a right to be heard before the Board.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Notwithstanding the foregoing, if the notice is not sent when required, it will nevertheless be due within ten (10) days after such later date that the notice is actually sent, including all amounts that would have been due had such notice been given in a timely manner. Written notice mailed or delivered to an Owner shall constitute notice to that Owner, unless the Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Owner.

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

(a) Interest, Fees and Costs. If any assessment, or any installment or portion of any assessment, is not paid within ten (10) days after the same has become due, the entire unpaid balance of the assessment shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand may charge additional amounts for any or all of the following: (i) reasonable, uniform administrative late fees as determined by the Board from time to time; (ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency; (iii) interest on the entire unpaid balance of assessments, and upon the amount of costs incurred by the Association in connection with such collection, at the rate of six percent (6%) per annum or at such other rate as the Board may from time to time determine; (iv) any other charges authorized by the Declaration, Bylaws, or the Rules and Regulations promulgated by the Board; all to the extent not prohibited by Ohio law. All of the foregoing are collectively referred to herein as the "Interest, Fees and Costs."

(b) Application of Payments. Payments made by an Owner for assessments shall be applied as follows:

(1) First, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on the costs incurred by the Association in connection with such collection, at the rate of six percent (6%) per annum or at such other rate as the Board may from time to time have otherwise determined which shall not exceed the maximum rate allowed by law

(2) Second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Parcel;

(3) Third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the Association in connection with the delinquency;

(4) Fourth, to the payment of the delinquent installments or portions of assessments which remain unpaid.

(c) Creation of Lien; Certificate of Lien. Annual operating and both types of special assessments, together with Interest, Fees and Costs, shall be a charge and a continuing lien in favor of the Association upon the Parcel against which each such assessment is made, from the effective date thereof. At any time after an assessment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with Interest, Fees and Costs, may be filed with the Recorder of Knox County, Ohio, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Parcel against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments with Interest, Fees and Costs, and shall be signed by the president or other chief officer of the Association.

(d) Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in any action brought to discharge the lien.

(e) Action to Discharge Lien. Any Owner who believes that an assessment chargeable to his, her, or its Parcel (for which a certificate of lien has been filed by the Association) has been improperly charged against that Parcel, may bring an action in the Court of Common Pleas of Knox County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Parcel, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Personal Obligation of Owners. Each such assessment together with Interest, Fees, and Costs shall also be the joint and several personal obligation of the Owner or Owners who own the Parcel at the time when the assessment fell due. The obligation for delinquent assessments, with Interest, Fees, and Costs, shall not be the personal obligation of that Parcel Owner's successors in title unless expressly assumed by the successors; provided however, that the right of the Association to a lien against that Parcel, or to foreclose any lien thereon for these delinquent assessments, with Interest, Fees, and Costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) Legal Actions. In addition to the lien permitted by this Section 5, the Association, as authorized by the Board, may bring an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Parcel during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rentals. Rentals collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Parcel during the pendency of the foreclosure action. In any legal action, interest and the costs of such action (including but not limited to attorney and paralegal fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law. The Association shall be entitled to become a purchaser at any foreclosure sale

(h) No Waiver. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common area, or any part thereof, or by abandonment of his, her, or its Parcel.

Section 6. Subordination of the Lien . The lien of the assessments provided for herein shall be superior in priority to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and the liens of first mortgages that have been filed for record

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

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of an Owner in its capacity as Owner of Parcel(s) not yet transferred if any, including the obligation to pay common expenses attaching to such Parcels, from the date the Declaration is filed for record. If no assessments are charged to any Parcel, then the Declarant will, likewise, pay no assessments for Parcels owned by the Declarant until such time as common expenses are first charged with respect to any Parcel.

ARTICLE XVII -
NOTICES TO LENDING INSTITUTIONS

Any holder, insurer, guarantor, or servicer of a first mortgage on a Parcel, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor, or servicer, and the Parcel designation or address), shall have the right to inspect Association documents and records on the same terms as the members of the Association and entitled to all rights granted by the Ohio Revised Code.

ARTICLE XVIII -
AMENDMENTS AND CERTAIN ACTIONS

Section 1. Modified Voting Formula for Amendments. Except as otherwise provided herein, the following amendments of any Planned Community Organizational Documents shall require the consent of 75% of Parcel Owners either in writing or in a meeting called for that purpose pursuant to the voting formula wherein each Parcel Owner shall have one vote, except a Parcel with a foot print under roof of greater than 50,000 square feet and Lot 4, shall be entitled two votes.

(a) the boundaries of any Parcel or the convertibility of Parcel into Common area or vice versa;

(b) the construction of an addition to or an expansion of a Parcel onto the Common Area;

(c) the undivided interest in the Common Areas appertaining to a Parcel or the liability for common expenses appertaining thereto, or the right to use Common Areas;

(d) a change to any of the provisions governing voting rights;

(e) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;

(f) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Area improvements;

(g) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;

(h) a change to any of the provisions governing: (a) the method of expansion or contraction of the project; or (b) the method of addition, annexation, or withdrawal of land to or from the project;

(i) a change to any of the provisions governing hazard, fidelity or other insurance requirements;

(j) a change to any of the provisions governing restrictions affecting the sale of a Parcel;

(k) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(l) a change to any of the provisions governing restoration or repair of improvements in the Association;

(m) a change to any of the provisions which provision is for the express benefit of mortgagees;

(n) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements on Parcels;

(o) a change to any of the provisions governing the voting rights of any specific class of members;

(p) a change to any of the provisions governing the conveyance of any or all of the Common area;

(q) any other amendment to any of the Organizational Documents; and

(r) a reduction in reserves for maintenance, repair, or replacement of Common Area improvements;

(s) the imposition of any new restrictions affecting the sale of a Parcel

(t) the decision by the Association not to restore or repair any portion of the Association Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Organizational Documents; or

(u) revisions in the regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements on Parcels.

Section 2. Amendments Not Requiring Consent of Owners. Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or Bylaws shall not require the consent of the Parcel Owners, provided that such amendment does not involve changes of a material adverse nature.

(a) Statutorily Authorized Amendments Affecting Parcel Boundaries, and Undivided Interests in Common area. Amendments to the Declaration or Bylaws which are authorized pursuant to the following provisions of this Declaration shall require only the approvals of the Parcel Owner and adjacent Parcel Owners for such amendments for the relocation of boundaries of Parcels and Common area; and

(b) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Parcel Owner by acceptance of a deed to a Parcel is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Parcel and is irrevocable (except by Declarant) for a period of seven (7) years from the date of the filing of the Declaration, to amend the Declaration for the following purposes: (i) to the extent necessary to conform to the requirements of any federal, state, or local law; (ii) to correct any scrivener's errors, typographical errors, or factual errors or omissions, the correction of which would not impair the interest of any Parcel Owner or mortgagee; or (iii) to amend or change the name of the Association; provided that if there is an Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant;

(c) Amendments by the Board Pursuant to Statutory Authority. The Board may, without a vote of the Owners, amend the Declaration in any manner necessary for any of the following purposes:

(1) to meet the requirements of institutional mortgagees, guarantors, insurers, and servicers of first mortgage loans, the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac"), the Federal Housing Administration (FHA), the Veterans Administration (VA), and similar institutions;

(2) to meet the requirements of insurance underwriters;

(3) to bring the Declaration into compliance with Chapter 5312, Ohio Revised Code, as the same may be amended from time to time;

(4) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(5) to designate a successor to the person named to receive service of process for the Association, by filing with the Ohio Secretary of State an appropriate change of statutory agent designation.

Section 3. Amendments Requiring Unanimous Consent of Owners. Notwithstanding any provision in this Declaration to the contrary, a vote to terminate the applicability of this Declaration and to dissolve the Planned Community requires the unanimous consent of owners either in writing or in a meeting called for that purpose.

Section 4. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided, shall be in a writing executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions and in conformance with Chapter 5312 of the Ohio Revised Code. Any amendment adopted by the Declarant or the Board pursuant to authority granted it under the Declaration shall be in a writing duly executed by it with the same formalities as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested by the Declaration in the Declarant or Board. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same in the Official Records of Knox County, Ohio.

ARTICLE XIX - INSTRUMENT REQUIREMENTS

RESERVED.

ARTICLE XX - GENERAL PROVISIONS

Section 1. Instruments. ORC Chapter 5312 requires certain provisions and information to be provided in the Declaration. All individual deeds of Parcels and the language therein are incorporated by reference to this Declaration.

Section 2. Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property which is part of this Planned Community, and its Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement; Mediation of Certain Disputes. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Parcel Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, conditions, covenant, reservation, easement, lien or charge. Further, the Association and each Owner shall have rights of action against each other for failure to comply with the provisions of the Association’s Organizational Documents, rules and regulations, and applicable law, with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Parcel Owner who fails to comply with the same, including but not limited to the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to Mediation prior to an action being filed.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of Chapter 5312 of the Ohio Revised Code, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, limited liability companies, other types of business entities, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the content thereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration by its duly authorized this ___________________ day of ____________, 2022.

DECLARANT

Knox County Land Reutilization Corporation,
an Ohio Corporation

By:___________________________________

Its: __________________________________

STATE OF OHIO)
) ss:
KNOX COUNTY)

The foregoing instrument was acknowledged before me this ______ day of ___________, 2022, by ______________________ , the ______________ of Knox County Land Reutilization Corporation, an Ohio corporation, on behalf of said company.

____

Notary Public

DEVELOPER

Cooper Park Development Company
an Ohio corporation

By:___________________________________

Its: ___________________________________

STATE OF OHIO)
) ss:
KNOX COUNTY)

The foregoing instrument was acknowledged before me this ______ day of ____________, 2022, by _______________________ , the ______________ of Cooper Park Development Company, an Ohio corporation, on behalf of said company.

____
Notary Public

EXHIBIT A

Legal Descriptions and Drawings

[insert drawings]

EXHIBIT B

By Laws

-of-

COOPER PROGRESS PARK PROPERTY OWNERS ASSOCIATION, INC.

Article I

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by a Board of Directors (the "Board").

Section 2. Number of Directors. The Board shall consist of five (5) Directors. The number of Directors shall be fixed from time to time by the Members and the number so fixed shall comprise the entire Board.

Section 3. Election Meeting. The Declarant shall control the Owners Association and appoint and remove members of the Board of Directors until five Parcels have been conveyed to Owners, at which time the Board of Directors shall call a special election. The Board of Directors shall consist of five directors whom shall be voted upon by vote of the Owners. The first term shall consist of Declarant and four Owners. The Directors of the Board shall be elected during the Annual Meeting by a majority of Members present and voting.

Section 4. Election by Members. Owners may elect 1) Owners or their Spouses, 2) any principal member of a limited liability company, 3) any partner of a partnership, 4) any director, officer, trustee, or employee of a corporation, and 5) any trustee of a trust may be elected to the Board.

Section 5. Term of Office. The term of office for any Director shall be three (3) years. All Directors may serve an unlimited number of consecutive or non-consecutive terms. For the initial five Directors, two shall be appointed effective for the 2022-2025 term, one shall be appointed for the 2022-2023 term, and two shall be appointed for the 2022-2024 term. Thereafter, all Directors shall serve a three-year term based on when voted upon.

Section 6. Board Vacancies and Succession.

A. Board vacancies shall occur from the disqualification, death, declaration of incompetency or resignation of any Director; or from the removal (with or without cause) of a Director from the Board;

B. Any Director may be removed from the Board (with or without cause) by a two-thirds vote of the Board. Such action shall be taken at the Annual Meeting or at a Regular Board Meeting, and the proposed removal shall be set forth in the notice of any such meeting.

C. At any time, as Director may resign from the Board by providing written notice to any officer other than the resigning Director. The resignation shall be effective upon actual receipt of the notice by the officer, unless the notice specifies a later resignation date.

D. In the case of any vacancy on the Board, the remaining Directors by an affirmative vote of a majority thereof may appoint a successor to hold office until the next meeting for the election of Directors and until the election and qualification of his or her successor.

Section 7. Compensation. Directors **shall not** receive any stated salaries for their services unless agreed upon by the members.

Section 8. Powers and Duties of the Board of Directors.

A. Except as otherwise provided in the Declaration, all the powers, duties, and functions of the Association conferred by the Articles of Incorporation, the By-Laws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board.

B. The Board shall have general charge of the affairs, property, and assets of the Association. It shall be the duty of the Board to carry out the aims and purposes of this Association, and to this end to manage, and control, all of its property or assets. Each Director shall serve in a fiduciary capacity.

C. The Board may, from time to time, appoint, as advisors, persons whose advice, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the Association's purposes.

D. Notwithstanding any contrary provision in these Bylaws, all Board actions, powers, duties and authorities shall be exercised (and exercisable) only in furtherance of the Association's purposes as stated in the Articles of Incorporation and the Code of Regulations.

E. The Board is authorized to engage such persons, including an executive officer/manager and assistants, attorneys, accountants, trustees, and agent, as in its opinion are needed for the administration of the Association, and to pay reasonable compensation for services and expenses thereof.

F. As periodically determined by the Board, a Director may be reimbursed for such Director's actual expenses incurred in discharging the Association's business and the Trustee's duties as a Director.

G. Except as otherwise expressly designated by the Board, individual Directors shall have no powers and authority to act on behalf of the Association and all Directors shall act and vote as a Board.

Section 9. Miscellaneous. To the extent permitted by the laws of the State of Ohio, neither the Board nor any of its members individually, shall be liable for the negligent acts or omissions of an employee, agent, or representative selected with reasonable care, nor for anything the Board may do, or refrain from doing, in good faith, including the following: errors in judgment, acts done or committed on advice of counsel, or mistakes of fact or law.

Article II

MEETINGS

Section 1. Annual Meetings. The annual meeting of the Owners (herein called the "Annual Meeting") shall be held on the same date, time and place as the First Meeting of Members (as set forth in the Declaration) or at a date, time and place as determined by the Board. Special meetings of the Board may be called by the President, (or, in case of the President's absence, death, or disability, by the Vice President), by the Directors by action at a meeting, by a majority of the Directors acting without a meeting, or by Owners representing fifty percent of the voting power.

Section 2. Regular Board Meetings. Regular meetings of the Board (herein called "Regular Board Meeting") may be periodically held on such days and at such times and places as the Board determines. Only Directors may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes the owner to attend or participate.

Section 3. Notices of Meetings. Written notice of each Annual Meeting, Special Meeting (as set forth in the Code of Regulations) or Regular Meeting of the Board stating the date, time and place thereof shall be given by the Secretary or the person or persons calling the meeting by written notice, personal delivery or by mail, telegram or other written media to each Owner or Director entitled to notice of the meeting, not more than thirty (30) days nor less than seven (7) days before any such meeting. Except as otherwise provided in the O.R.C 5312, the notice need not specify the purposes of the meeting. If mailed, such notice shall be directed to the Owner or Director at the mailing address as the same appears upon the records of the Association. The giving of notice shall be deemed to be waived by any Owner or Director who shall attend and participate in such meeting without protesting, prior to or at the commencement of such meeting, the lack of proper notice and may be waived, in a writing, by any Trustee either before or after such meeting.

Section 4. Place of Meetings. Meetings of Directors shall be held at such place as the Board determines and causes the notice thereof to be so stated.

Section 5. Voting. For purposes of any vote of Directors, each Director shall have one vote. Any Director may be represented and considered present at any meeting of Director or vote thereof and exercise any other rights by proxy or proxies appointed by a writing signed by such Director. Unless otherwise provided in the O.R.C. 5312 or by law, the Board shall act by a majority vote of the Directors at a duly constituted meeting or through a written document signed by all Directors.

Section 6. Quorum. A majority of Directors present at any meeting of the Board shall constitute a quorum for the transaction of business to be considered at such meeting, provided, however, that no action required by law to be authorized or taken by a designated proportion or number of Directors or of any class of Directors may be authorized or taken by a lesser proportion or number.

Section 7. Action Without a Meeting. Any action which might be taken at any meeting of the Directors may be taken without such meeting by a writing or writings signed by all of the Directors, in accordance with Ohio Revised Code Section 1702.25. The writing or writings evidencing such action without a meeting shall be filed with the Secretary of the Association and inserted in the permanent records relating to meetings of the Directors.

Section 8. Meetings Via Communications Equipment. Meetings of the Board may be held through any communications equipment including electronic or telephonic communication, provided all persons participating can hear each other or read the in real time, and such participation in a meeting shall constitute presence at such meeting.

Article III

OFFICERS

Section 1. Election. The officers of this Association shall be a President, a Vice President; a Secretary; and a Treasurer from the members of the Board. The Board may also elect additional Vice Presidents; an Assistant Secretary; an Assistant Treasurer; and such additional officers as they deem desirable. Said officers shall be chosen by the Board, and the Board may choose one person to hold two offices, except the offices of President and Secretary, and the offices of President and Vice President. Officers shall hold office until the date fixed pursuant to these Regulations for the annual meeting of the Board next following the election of such officers, and until their successors are elected and qualified.

Section 2. Authority and Duties of Officers. The officers of this Association shall have such authority and shall perform such duties as are customarily incident to their respective offices, and such other and further duties as may from time to time be required of them by the Board or the President. In particular, the following officers shall have the following authority and duties:

A. President. The President of the Association shall: preside at all meetings of the Board; ensure that all Board orders and actions are implemented; sign the Association's documents; exercise general executive supervision, management and control over the Association's affairs, property, business, activities, other officers, and funds (subject to control by the Board); and generally perform all duties incident to the office and such other duties and responsibilities as the Board periodically requires.

B. Vice-President. The Vice-President of the Association shall: upon request of the Board, perform all duties and responsibilities of the President during the President's absence or incapacity; and perform such other duties and responsibilities as the Board periodically requires.

C. Secretary. The Secretary of the Association shall: take and maintain (or cause to be taken and maintained) minutes of all meetings of the Board; unless otherwise provided herein, give (or cause to be given) Notice of all meetings of the Board as required by these Regulations; maintain (or cause to be maintained) the Association's Seal (if any), a register of the address of each Director, and all other books, records and other documents of the Association; and generally perform all duties incident to the office and such other duties and responsibilities as the Board periodically requires.

D. Treasurer. The Treasurer of the Association shall: maintain (or cause to be maintained) custody of the Association's funds, securities, properties and other assets as periodically required by the Board; prepare (or cause to be prepared) accurate financial accounts and statements of all funds received and paid by the Association and of the Association's financial condition, as periodically required by the Board; and generally perform all duties incident to the office and such other duties and responsibilities as the Board periodically requires.

E. Other Officers. Any other officer(s) of the Association shall have such duties and responsibilities as the Board periodically requires.

Section 3. Officer Vacancies and Succession.

A. Officer vacancies shall occur from the disqualification, death, declaration of incompetency or resignation of any officer; or from the removal (with or without cause) from office.

B. An officer may be removed from office at any time (with or without cause) by a two-thirds vote of the Board.

C. At any time, an officer may resign from office by providing written notice to any officer or Director (other than the resigning officer). The resignation shall be effective upon actual receipt of the notice by the officer or Trustee, unless the notice specifies a later resignation date.

D. Unless otherwise determined by the Board, the Vice-President shall fill any vacancy in the Presidency for its unexpired term and until a successor is chosen, or until an earlier resignation, disqualification, death, declaration of incompetency or removal from office. If the Board has elected more than one Vice-President as designated in Section 1 of this Article III, the Board shall determine which Vice-President shall fill and vacancy in the Presidency. The Board shall fill all other officer vacancies by electing (when and as determined by the Board) successor officers to serve the unexpired terms of the vacant offices and until their successors are elected, or until their earlier resignation, disqualification, declaration of incompetency, death or removal from office or death.

Section 4. Tax Exempt Purposes. Notwithstanding any contrary provision herein, all officers' actions, powers, duties and authorities shall be exercised (and exercisable) only in furtherance of the Association's purposes stated in the Articles of Incorporation and the Code of Regulations.

Article IV

INDEMNIFICATION AND INSURANCE

Section 1. Authorization.

A. In the event that any person who was or is a party to, or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Association against expenses, including attorney fees (and in the case of actions other than those by or in the right of the Association, judgments, fines and amounts paid in settlement), actually and reasonably incurred by him in connection with such action, suit, or proceeding by reason of the fact that such person is or was a trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a trustee, director, officer, employee, or agent of another Association, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Association shall determine or cause to be determined in the manner provided in (under the statutes or precedent of the state of organization of this Association) whether or not indemnification is proper in the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth in (such statutes and precedent), and, to the extent that it is so determined that such indemnification is proper, the person claiming such indemnification shall be so indemnified.

B. The indemnification provided by this Article IV shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under the Articles or any agreement, vote of members or disinterested trustees, or otherwise, both as to action in his 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 a trustee, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 2. Insurance. The Association, to the extent permitted by pertinent state statutes, may purchase and maintain insurance on behalf of any person who is or was such a trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as such a trustee, officer, employee, or agent of another Association, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise.

Article V

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of the Board, a written consents of the Board, and committees having any of the authority of the Board. An Owner may examine and copy 1) the books and records of accounts that specify the receipts and expenditures relating to the common areas, and other common receipts and expenses, 2) records showing the collection of the common area from the owners, 3) minutes of the meetings of Association and the Board of Directors, and 4) records of the names and addresses of the Owners. The Board may determine the times and location at which the documents may be examined or copied and a reasonable fee for copying the documents. An Owner may not examine or copy 1) information that pertains to property-related personnel matters, 2) communications with legal counsel, or attorney work products, 3) information pertaining to contracts or transactions under negotiations or containing confidentiality clauses, 4) information that relates to the enforcement of the Declaration, By-laws or rules of the Association against other Owners, and 5) information the disclosure of which is prohibited by law.

Article VI

FISCAL YEAR

The fiscal year of the Association shall be the twelve-month period ending on the last day of December, or such other period as may be designated by the Board.

Article VII

AMENDMENTS

These Bylaws may be amended or repealed by a seventy-five percent (75%) majority vote of the Members present at a meeting called for that purpose, in writing, or at any annual meeting of the Members.

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