



Municipal Planning Commission

November 10, 2022

Regular Meeting

Minutes

4:00 PM

CALL TO ORDER

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

Others in attendance: City Engineer, Brian Ball; City Law Director, P. Rob. Broeren; City Clerk, Kristen Goldner; Wade & Marilyn Wolf; Carlyn G Straight; Zac DiMarco; Jeff Gottke; Mel Severns; James Mahan; Craig Moncrief; Cheryl Splain; Gary Koester

MINUTES APPROVAL

- Municipal Planning Commission - Regular Meeting - Oct 13, 2022 4:00 PM

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

MPC ITEMS

- 2022-MPC-33 : 301 N Mulberry ST Parcel #66-09832.009 - Lot Split

Goldner introduced the case.

Moncrief (sworn in) attorney for the applicant requesting a lot split for 301 N Mulberry ST. The development has been approved. The reason for the lot split is for some financing measures. The split will separate the former school building from the planned new buildings. A variance was approved for a parking lot side setback to accommodate a lot split.

Dzik questions the egresses being on a single parcel and how they intend to manage access between the two proposed parcels.

Moncrief said there is a declaration of cross access for ingress/egress and shared parking, an easement essentially. It will be an agreement between any future property owners even if they are separate owners. The documents outlines who takes care of what and how it is managed.

Drews asked if there are any known zoning challenges. Broeren said they have been before the Board of Zoning Appeals and everything has been resolved at the Board of Zoning Appeals. Once this split happens they will move forward with financing. The next step should be State approved plans. Broeren said he spoke with Don Plank, senior partner at the firm representing the property owners this afternoon. There is language to be cleaned up in one of the parts of the easement, but it works.

Drews asked if there are any trees that they need to be conscious of. Broeren said there is not a tree on the site. Ball said there were trees that were requested to be removed and those trees have been removed.

There was no further testimony.

Drews made motion to approve the lot split.

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

- 2022-MPC-34 : Heartland Commerce Park (Formerly Cooper Progress Park)
Final Plat

Goldner introduced the case.

DiMarco (sworn in) explained the name was changed at the last minute from Cooper Progress Park to Heartland Commerce Park at the demand of the former owner. An update since the preliminary plat was approved includes Gottke meeting with the tree commission. The tree commission did not require any plantings or any plans at this time, with the understanding that when and if any plantings occur in the future that the owners will consult with the tree commission. The only change to the final plat from the preliminary plat is the name change. Today's request is for approval of the final plat. Once approved, the remaining signatures will be obtained and it will be ready for recording, deeding properties, and getting some employees on site.

Dzik explained for anyone new that the existing buildings will become individual parcels and the area between them will be common areas.

Ball said a minor change that needs to occur is page 4 will be replaced. The required control point was omitted in the original submission. A replacement pages has been provided showing the required control point. That was the final item needed to completed the final plat checklist.

There was no further testimony.

Broeren said the request appears to meet the development standards of §1185.04 for final approval.

Diehl made a motion to approve the final plat.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Eric Diehl, Alt. Member
SECONDER:	Todd Hawkins, Alt. Member
AYES:	Drews, Dzik, Diehl, Hawkins, Warga
EXCUSED:	Starr, Swallow

ADJOURN

- Adjourn Motion

Drews made a motion to adjourn the meeting, Warga seconded and the meeting was adjourned at 4:11 PM

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



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 11/10/22 4:00 PM

Dept: **Municipal Planning Commission**

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3681)

DOC ID: 3681

2022-MPC-33 : 301 N MULBERRY ST PARCEL #66-09832.009 - LOT SPLIT

Per Codified Ordinance 1131.02(c) a request for lot split (subdivision) has been submitted for review by the Municipal Planning Commission.

Description of Request: Split Parcel #66-00810.000 at 301 N Mulberry ST; currently 4.1701 acres into a 1.70 parcel and a 2.46 acre parcel as shown in the accompanying survey.

COMMENTS - Current Meeting:

Goldner introduced the case.

Moncrief (sworn in) attorney for the applicant requesting a lot split for 301 N Mulberry ST. The development has been approved. The reason for the lot split is for some financing measures. The split will separate the former school building from the planned new buildings. A variance was approved for a parking lot side setback to accommodate a lot split.

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



Approval No: _____

City of Mount Vernon, Ohio
 Administrative Approval of Lot Split
 (Subdivision of Four Lots or Less)
 Regulated by the Ohio Revised Code, 711.131

Applicant or Agent:Name: 301 Mulberry LLC c/o Rebecca J. Mott Email: rjm@planklaw.comAddress: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus, Ohio 43215Telephone: 614-947-8600 Fax: 614-228-1790**Grantor:**Name: 301 Mulberry LLC Email: joel@mazzaconsulting.netAddress: P.O. Box 536, Worthington, Ohio 43085Telephone: 614-469-0094 Fax: _____**Grantee:**Name: 301 Mulberry LLC Email: joel@mazzaconsulting.netAddress: P.O. Box 536, Worthington, Ohio 43085Telephone: 614-469-0094 Fax: _____**Site Information:**Address: 301 North Mulberry Street, Mount Vernon, Ohio 43050Township in which transfer is to take place: ClintonZoning classification of proposed lot: Neighborhood Commercial**FOR USE OF THE CITY ENGINEERING DEPARTMENT ONLY**

Date Filed: _____ Date Reviewed: _____

Comments: _____

Engineering Department**FOR USE OF THE ZONING ENFORCEMENT OFFICER ONLY**

Date Received: _____ Final Approval: _____

Comments: _____

Zoning Enforcement Officer

Attachment: lot_split_application (3681 : 2022-Mpc-33)



City of Mount Vernon, Ohio
 Administrative Approval of Lot Split
 (Subdivision of Four Lots or Less)
 Regulated by the Ohio Revised Code, 711.131

INSTRUCTION PAGE

This application, complete with the information required, must be submitted to the City Engineering Department. A separate application shall be made for each lot subdivided. All lots proposed must meet the applicable zoning, subdivision and other requirements of the City. An application will not be considered by the City until all required information is provided by the applicant. After application is filed with the City, the application shall be processed within seven (7) working days (ORC 711.131). When processing is complete, a copy will be provided to the applicant or his agent.

The following information must be provided in duplicate and attached to the application when the application is filed:

1. Legal description of the property.
2. Survey of the property including the following:
 - a. Proposed subdivision of land
 - b. Owners of adjoining parcels
 - c. Dimensions and locations of proposed lot lines
 - d. Calculation of lot area, exclusive of road right-of-way
 - e. Location of existing structures, easements, public facilities, setbacks and direction of surface drainage
 - f. Proposed improvements, such as sanitary sewer extensions, public water supply connections, storm drainage facilities, etc. (Contact City Engineering Department for utility connection requirements.

Proposed culverts, curb cuts and driveway locations, and other information relevant to the application.

SURVEY FOR:

301 Mulberry LLC
D.V. 1757, Pg. 722

LOCATION:

All of Lots 311-314 of Northern Addition, all of Lots 544-553
and vacated Walnut Alley of Burgess Addition,
and all of Lot 6 of Jesse Hunt's Lots,
City of Mount Vernon, U.S.M.L., Knox County, Ohio

DAVID R. MILLS, PS
SURVEYOR #7157

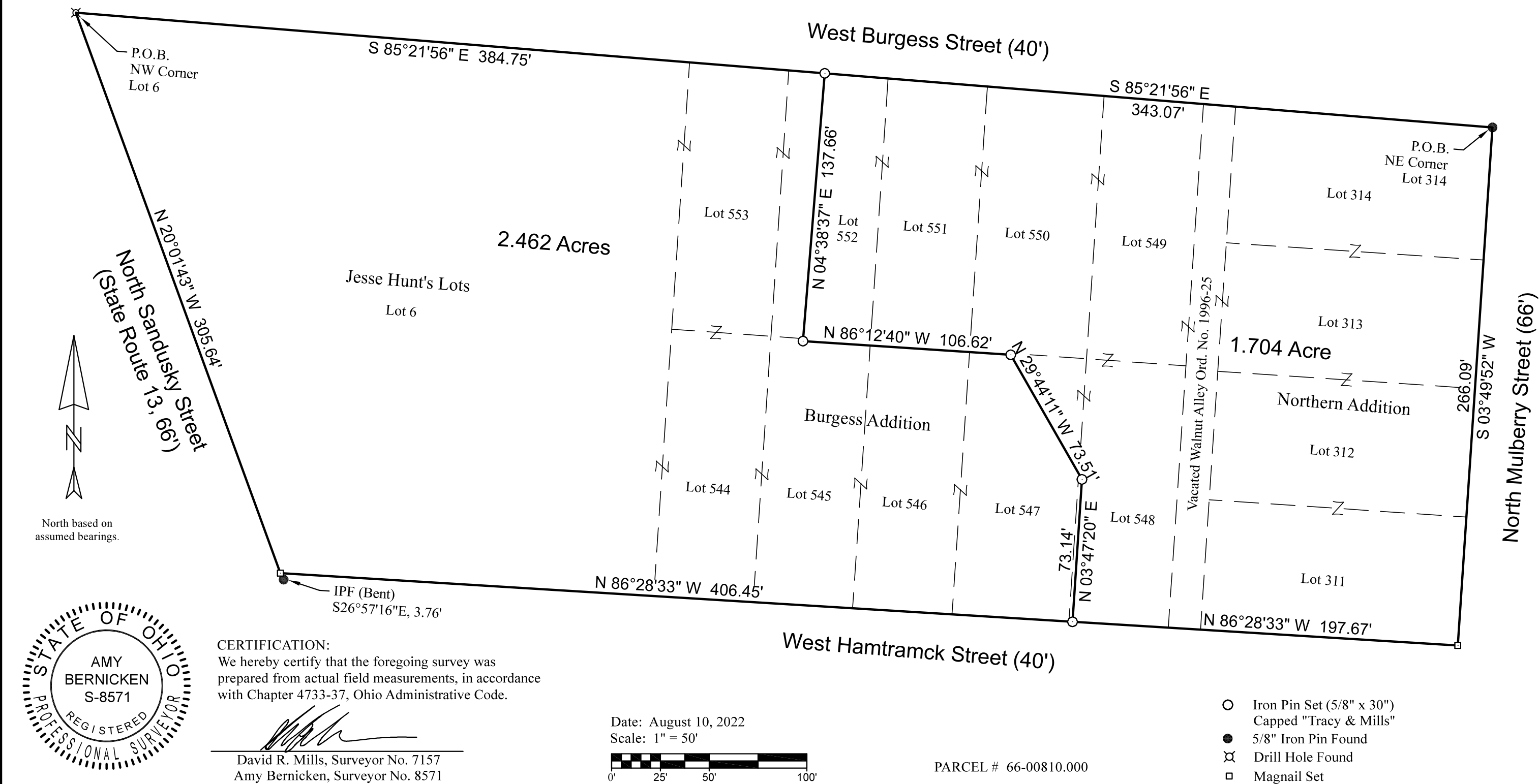
AMY BERNICKEN, PS
SURVEYOR #8571

TRACY & MILLS SURVEYORS

10 East Vine Street - P.O. Box 642
Mount Vernon, Ohio 43050
Tel.: 740-397-8324 Fax: 740-397-5910
tracyandmills@aol.com

FLOYD W. BARNES, PS
1921-2018

THOMAS M. TRACY, PS
1941-2002



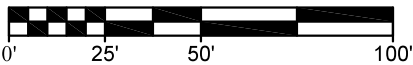
Z:\Carlson 2022\66-00810.000 Middle School\66-00810.000.dwg



CERTIFICATION:
We hereby certify that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code.

David R. Mills, Surveyor No. 7157
Amy Bernicken, Surveyor No. 8571

Date: August 10, 2022
Scale: 1" = 50'



- Iron Pin Set (5/8" x 30")
Capped "Tracy & Mills"
- 5/8" Iron Pin Found
- ⊗ Drill Hole Found
- Magnail Set

Exhibit for
301 Mulberry LLC

PARCEL # 66-00810.000
City of Mount Vernon, Knox County, Ohio

DAVID R. MILLS, PS
SURVEYOR #7157

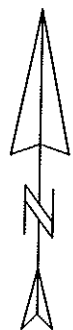
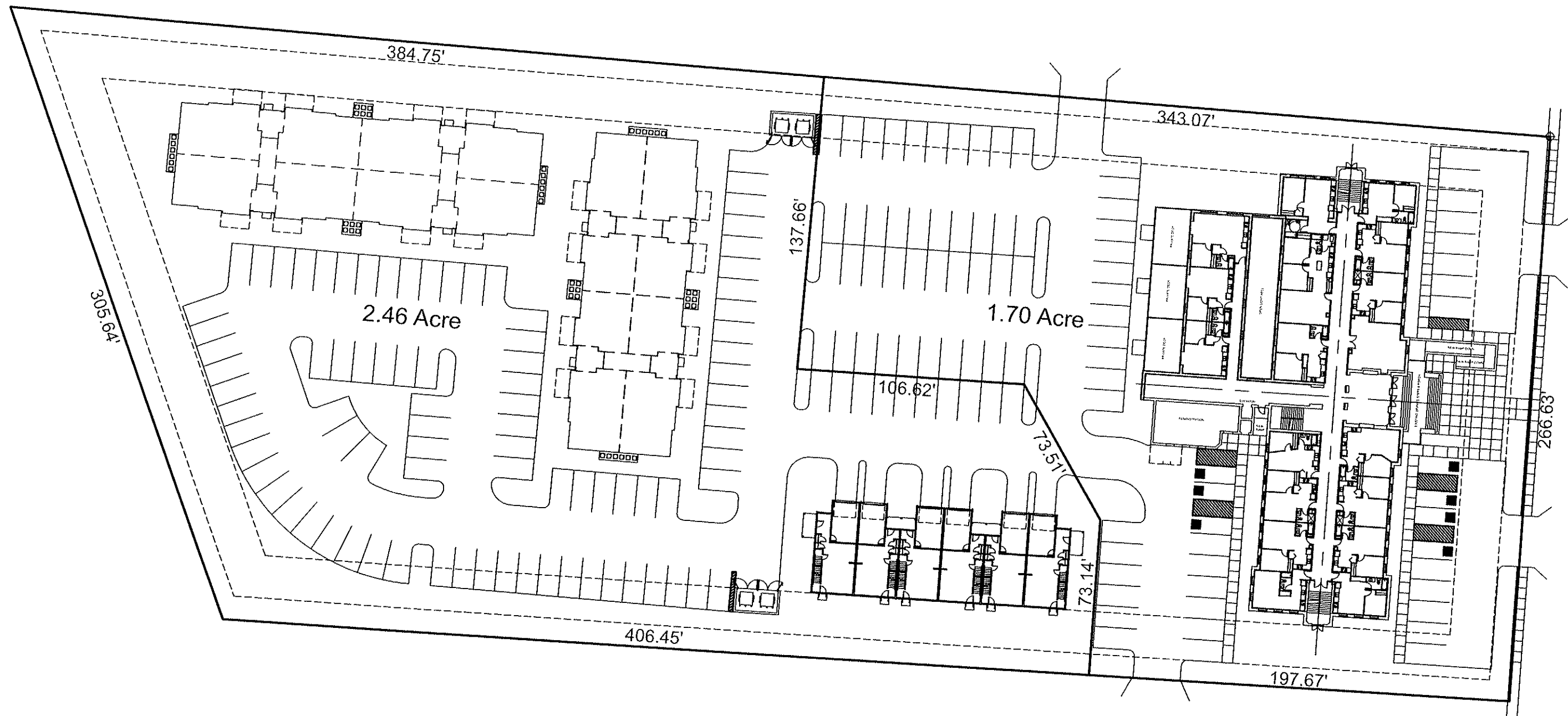
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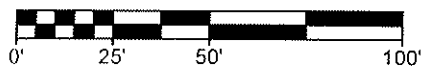
10 East Vine Street - P.O. Box 642
Mount Vernon, Ohio 43050
Tel.: 740-397-8324 Fax: 740-397-5910
tracyandmills@aol.com

FLOYD W. BARNES, PS
1921-2018

THOMAS M. TRACY, PS
1941-2002



Date: July 19, 2022
Scale: 1" = 50'



LEGAL DESCRIPTION FOR:
301 Mulberry LLC
2.462 ACRES
August, 2022

The following real estate, being all of Lot 6 of Jesse Hunt's Lots and all of Lots 544 and 553, part of Lots 545 thru 548, and part of Lot 552 of Burgess Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio, and being described as follows:

Commencing at a drill hole found at the northwest corner of Lot 6, the intersection of the east right of way line of North Sandusky Street (State Route 13, 66') with the south right of way line of West Burgess Street (40'), and being the northwest corner and beginning point of the tract herein described;

Thence along the south right of way line of West Burgess Street, South 85° 21' 56" East, 384.75 feet to a 5/8" iron pin set;

Thence South 04° 38' 37" West, 137.66 feet to a 5/8" iron pin set;

Thence South 86° 12' 40" East, 106.62 feet to a 5/8" iron pin set;

Thence South 29° 44' 11" East, 73.51 feet to a 5/8" iron pin set;

Thence South 03° 47' 20" West, 73.14 feet to a 5/8" iron pin set in the north right of way line of West Hamtramck Street (40');

Thence along the north right of way line of West Hamtramck Street, North 86° 28' 33" West, 406.45 feet to a Magnail set at the intersection with the east right of way line of North Sandusky Street, witness a 5/8" iron pin found bent South 26° 57' 16" East, 3.76 feet;

Thence along the east right of way line of North Sandusky Street, North 20° 01' 43" West, 305.64 feet to the point of beginning, containing 2.462 acres, as surveyed in August, 2022 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571. North based on assumed bearings.
Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.

Part of Parcel # 66-00810.000. Deed Volume 1757, Page 722.



Amy Bernicken, Surveyor No. 8571
Date: August 10, 2022



LEGAL DESCRIPTION FOR:

301 Mulberry LLC

1.704 ACRE

August, 2022

The following real estate, being all of Lots 311 thru 314 of Northern Addition and all of Lots 549 thru 551, part of Lots 545 thru 548, part of Lot 552, and all of vacated Walnut Alley in Burgess Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio, and being described as follows:

Commencing at a 5/8" iron pin found at the northeast corner of Lot 314, the intersection of the south right of way line of West Burgess Street (40') with the west right of way line of North Mulberry Street (66'), and being the northeast corner and beginning point of the tract herein described;

Thence along the west right of way line of North Mulberry Street, South 03° 49' 52" West, 266.09 feet to a Magnail set at the intersection with the north right of way line of West Hamtramck Street (40');

Thence along the north right of way line of West Hamtramck Street, North 86° 28' 33" West, 197.67 feet to a 5/8" iron pin set;

Thence North 03° 47' 20" East, 73.14 feet to a 5/8" iron pin set;

Thence North 29° 44' 11" West, 73.51 feet to a 5/8" iron pin set;

Thence North 86° 12' 40" West, 106.62 feet to a 5/8" iron pin set;

Thence North 04° 38' 37" East, 137.66 feet to a 5/8" iron pin set in the south right of way line of West Burgess Street;

Thence along the south right of way line of West Burgess Street, South 85° 21' 56" East, 343.07 feet to the point of beginning, containing 1.704 acre, as surveyed in August, 2022 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571. North based on assumed bearings.
Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.

Part of Parcel # 66-00810.000. Deed Volume 1757, Page 722.



Amy Bernicken, Surveyor No. 8571

Date: August 10, 2022



**DECLARATION OF CROSS-ACCESS, INGRESS-EGRESS, SHARED PARKING,
LANDSCAPING, GENERAL UTILITIES AND STORMWATER MANAGEMENT AND
DETENTION EASEMENT**

This Declaration of Cross-Access, Ingress-Egress, Shared Parking, Landscaping, General Utilities, and Stormwater Management and Detention Easement (the “Easement”) is made as of the _____ of November, 2022, by _____, an Ohio limited liability company (“MULBERRY”).

WHEREAS, MULBERRY is the owner of real property located in Mt Vernon, Ohio, containing approximately 4.170 acres, commonly known as Knox County Auditor Tax Parcel Id. No.: 66-00810.000, as more particularly described in the attached **Exhibit A**, which is incorporated herein by this reference (the “MULBERRY Property”); and

WHEREAS, MULBERRY desires to declare over the MULBERRY Property, as owner of the MULBERRY Property, a perpetual, Cross-Access, Ingress-Egress, Shared Parking, Landscaping, General Utilities, and Stormwater Management and Detention Easement, as shown and depicted on the Lot Split Site Plan, attached as **Exhibit B**, which is incorporated herein by this reference, for the benefit of MULBERRY and each subsequent owner of the MULBERRY Property or any portion thereof, if applicable. Each owner of all or any portion of the MULBERRY Property (including, but not limited to, MULBERRY) is referred to herein as an “Owner.” The location of the easement area (the “Stormwater Easement Area”) shall be a blanket easement on, over, upon, and across the entirety of the MULBERRY Property.

NOW THEREFORE, in consideration of the covenants contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MULBERRY declares as follows:

1. All of the above recitals are incorporated herein by this reference and made part of this Easement, as if fully rewritten herein in their entirety.
2. MULBERRY, as owner of the MULBERRY Property, and for the benefit of each Owner, hereby declares and grants, bargains, sells, and conveys, along with its successors and assigns, a perpetual, non-exclusive cross-access, ingress-egress, shared parking, access drives, internal drives, landscaping, general utilities easement (collectively, “Easement Areas”) and stormwater management and detention easement (to manage stormwater runoff, collection, discharge, and retention and/or detention within the Stormwater Easement Area).

3. By delivery and acceptance hereof, MULBERRY shall do and agree to the following:

- a. No Owner shall take or permit any actions which inhibit any other Owner's use of the Easement Areas or Stormwater Easement Area.
- b. Each Owner, at such Owner's sole cost and expense, shall repair, maintain, and make replacements to the access drives, internal drives, parking, landscaping, and utility infrastructure and stormwater infrastructure located within the portion of the Easement Areas and/or Stormwater Easement Area owned by such Owner.
- c. Notwithstanding the terms of paragraph 3.b. above, any damage to the infrastructure within any Easement Areas or to the stormwater infrastructure within the Stormwater Easement Area caused directly by any Owner or its occupants, employees, agents, contractors, invitees, or licensees, shall be repaired and paid for by the Owner who (or its occupants, employees, agents, contractors, invitees, and licensees) caused such damage, without any right of reimbursement or indemnification from the other Owners.
- d. Each Owner, at its sole cost and expense, shall procure, maintain, and pay all premiums for a commercial general liability insurance policy in the amount of \$1,000,000.00, with respect to its use of the easements herein granted for its benefit and shall name the other Owners as additional insureds on such policy. It shall be the responsibility of the Owner being named as an additional insured to notify the other Owners of such Owner's then current name and address. The policies of insurance provided for herein shall be issued by reputable companies qualified to do business in the State of Ohio. A certificate evidencing the policy of insurance in question shall be provided to an Owner or Owners promptly following a written request therefor. The insurance obligation provided for above may be met by a combination of primary and umbrella coverage and shall not preclude the purchase of such other or additional insurance as may be deemed prudent or commercially reasonable.
- e. Each Owner (the "Indemnifying Owner") shall indemnify, defend, and hold the other Owner(s), their directors, officers, members, partners, employees, agents, tenants, successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all liabilities, damages, penalties or judgments, actions, suits, limitation, reasonable legal fees incurred in enforcing this indemnity, arising from injury to person or property sustained by any of the Indemnified Parties in and about the Easement Areas and/or Stormwater Easement Area to the extent caused by the negligence or willful misconduct of the Indemnifying Owner or any of its occupants,

employees, agents, contractors, invitees, and licenses during the use and enjoyment of the rights to the easements granted herein.

- f. Each Owner shall have the right to use the Easement Areas and/or Stormwater Easement Area located on such Owner's property in any manner not inconsistent with the terms of this Easement and/or to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges not inconsistent with the terms of this Easement to such other persons and for such other purposes.
4. The parties hereto acknowledge and agree that this Easement shall be subject to all existing easements of record. The agreements hereunder shall run with the land and shall be binding upon and inure to the benefit of MULBERRY, each Owner, and their respective successors and assigns.
5. If any party to this Easement shall seek to enforce the terms and conditions of this Easement and prevails in any action or proceeding in a court of competent jurisdiction, then that party shall be entitled to reimbursement by the defaulting part(ies) for the prevailing part(ies)' reasonable attorneys' fees.
6. Each Owner is advised to seek legal counsel relative to the validity and enforceability of this Easement. Provided, however, MULBERRY specifically and expressly intends that the doctrine of merger shall not apply to this Easement and that the terms and conditions hereof shall be valid and binding and enforceable, on or against, MULBERRY, each Owner, and their respective successors and assigns.

TO HAVE AND TO HOLD, said Easement to MULBERRY, its successors and assigns, and any Owner, for the uses and purposes set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, has executed this Declaration of Cross-Access, Ingress-Egress, Shared Parking, Landscaping, General Utilities, and Stormwater Management and Detention Easement effective as of the date first set forth above.

301 MULBERRY LLC
an Ohio limited liability company

By: _____
Name: Joel Mazza
Title: Authorized Signatory

STATE OF OHIO }
 } ss
COUNTY OF _____ }

On _____, 2022, before me, _____, a Notary Public, personally appeared, JOEL MAZZA, the Authorized Signatory for 301 Mulberry LLC, an Ohio limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
My commission expires: _____

(This area for official notarial seal)

This instrument was prepared by, and after recording, please return to:

Rebecca J. Mott, Esq.
Plank Law Firm, LPA
411 East Town Street, Floor 2
Columbus, Ohio 43215
(614) 947-8600

Exhibit A

Overall Legal Description

Tracy & Mills, Surveyors

Thomas M. Tracy, PS
1941-2002
David R. Mills, PS

LEGAL DESCRIPTION FOR:
301 Mulberry LLC
2.462 ACRES
August, 2022

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Part of Parcel # 66-00810.000. Deed Volume 1757, Page 722.


Amy Bernicken, Surveyor No. 8571
Date: August 10, 2022



10 East Vine Street • P.O. Box 642 • Mount Vernon, Ohio 43050 • (740) 397-8324 • Fax (740) 397-5910

Attachment: Declaration of Easements - Clean and Final with Exhibits v2 - 11-02-2022 (3681 : 2022-Mpc-33)

Tracy & Mills, Surveyors

Thomas M. Tracy, PS
1941-2002
David R. Mills, PS

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301 Mulberry LLC
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August, 2022

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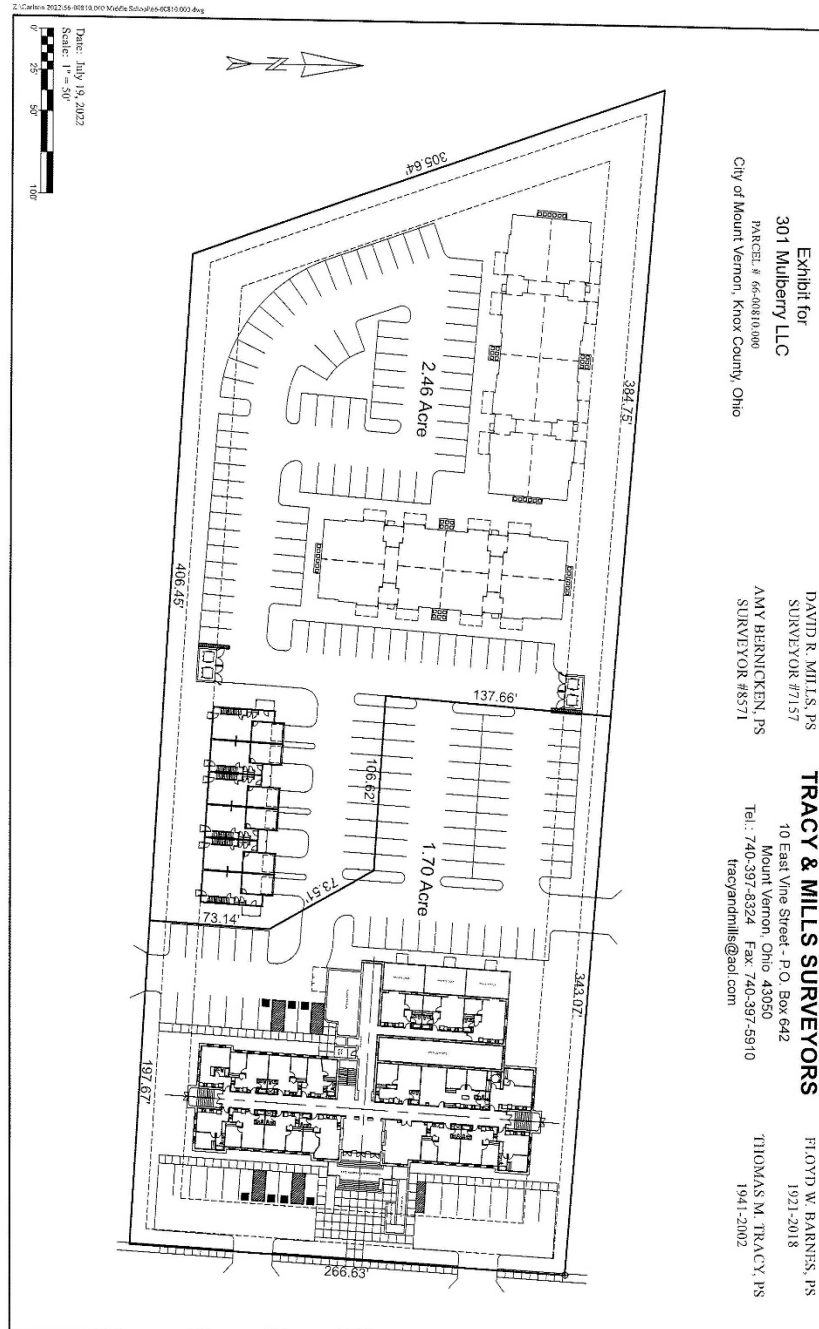


10 East Vine Street • P.O. Box 642 • Mount Vernon, Ohio 43050 • (740) 397-8324 • Fax (740) 397-5910

Attachment: Declaration of Easements - Clean and Final with Exhibits v2 - 11-02-2022 (3681 : 2022-Mpc-33)

Exhibit B

Lot Split





Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 11/10/22 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

Category: Lands
 Prepared By: Lacie Blankenhorn
 Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3686)

DOC ID: 3686

2022-MPC-34 : HEARTLAND COMMERCE PARK (FORMERLY COOPER PROGRESS PARK) FINAL PLAT

Per Codified Ordinance 1135.06 - 1135.07 a Final Plat has been submitted for review by the Municipal Planning Commission.

Description of Request: The Knox County Land Reutilization Corporation and Cameron International Corporation submitted the Heartland Commerce Park (formerly Cooper Progress Park) Planned Community Property #1 Final Plat for review & approval for recording.

COMMENTS - Current Meeting:

Goldner introduced the case.

DiMarco (sworn in) explained the name was changed at the last minute from Cooper Progress Park to Heartland Commerce Park at the demand of the former owner. An update since the preliminary plat was approved includes Gottke meeting with the tree commission. The tree commission did not require any plantings or any plans at this time, with the understanding that when and if any plantings occur in the future that the owners will consult with the tree commission. The only change to the final plat from the preliminary plat is the name change. Today's request is for approval of the final plat. Once approved, the remaining signatures will be obtained and it will be ready for recording, deeding properties, and getting some employees on site.

Dzik explained for anyone new that the existing buildings will become individual parcels and the area between them will be common areas.

Ball said a minor change that needs to occur is page 4 will be replaced. The required control point was omitted in the original submission. A replacement pages has been provided showing the required control point. That was the final item needed to completed the final plat checklist.

There was no further testimony.

Broeren said the request appears to meet the development standards of \$1185.04 for final approval.

Diehl made a motion to approve the final plat.

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Eric Diehl, Alt. Member
SECONDER: Todd Hawkins, Alt. Member
AYES: Drews, Dzik, Diehl, Hawkins, Warga
EXCUSED: Matthew T. Starr, Austin Swallow

HEARTLAND COMMERCE PARK
PLANNED COMMUNITY PROPERTY #1

BEING A PLATTING AND NUMBERING OF UNPLATTED LANDS SITUATED
IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES
MILITARY LANDS, COUNTY OF KNOX AND STATE OF OHIO

NOTE: SIGN ONLY IN **BLACK** INK. PRINT NAME BELOW ALL SIGNATURES.

Know all men by these presents that We the undersigned Owners of the land shown on this plat have caused the same to be surveyed and platted as shown and do hereby acknowledge the same to be our own free act and deed.

Witness our hands this ____ day of _____, 20____.
OWNERS: KNOX COUNTY LAND REUTILIZATION CORPORATION

Sign: _____
Print: _____
Title: _____

STATE OF _____ SS:
COUNTY OF _____

Before me, a Notary Public, in and for said county and state, personally appeared the above named Owners, who acknowledged that they did sign the foregoing plat and that the same was their own free act and deed.

this ____ day of _____, 20____.

Notary Public _____ My Commission Expires _____

Know all men by these presents that We the undersigned Owners of the land shown on this plat have caused the same to be surveyed and platted as shown and do hereby acknowledge the same to be our own free act and deed.

Witness our hands this ____ day of _____, 20____.
OWNERS: CAMERON INTERNATIONAL CORPORATION
fka COOPER CAMERON CORPORATION

Sign: _____
Print: _____
Title: _____

STATE OF _____ SS:
COUNTY OF _____

Before me, a Notary Public, in and for said county and state, personally appeared the above named Owners, who acknowledged that they did sign the foregoing plat and that the same was their own free act and deed.

this ____ day of _____, 20____.

Notary Public _____ My Commission Expires _____

Approved:
this ____ day of _____, 20____. _____
Mount Vernon City Engineer

Approved:
this ____ day of _____, 20____. _____
Mount Vernon Planning Commission

Approved:
this ____ day of _____, 20____. _____
Knox County Health Commissioner

Approved for Recording:
this ____ day of _____, 20____. _____
Knox County Map Office

Transferred:
this ____ day of _____, 20____. _____
Knox County Auditor's Office

Filed for Record:
this ____ day of _____, 20____. _____
____ @ ____ in Vol. _____, Pg. _____
Knox County Recorder's Office



PROJECT
LOCATION

ACREAGE IN LOTS = 28.740 AC.
COMMON AREA = 14.284 AC.
LIMITED COMMON AREA = 1.829 AC.
TOTAL SITE ACREAGE = 45.167 AC.

Distances shown hereon are expressed in feet and decimal parts thereof, bearings are used to express angles only, iron pins or monuments were found or set as indicated hereon. All of which I believe to be correct to the best of my knowledge.

By: John A. Long 10/25/22
John A. Long, P.S. #8520 Date

SHAFER, JOHNSTON, LICHTENWALTER & ASSOCIATES, INC.
Consulting Engineers & Surveyors
3477 Commerce Parkway, Suite C
Wooster, Ohio 44691
TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com

DRAWN C. Falt CHECKED 1" SCALE = 100' DATE 10/24/22

DWG NO: SW-5956A JOB NO: SW-5956A SHEET 1 OF 8



Owner Address
KNOX COUNTY LAND REUTILIZATION CORPORATION
PO BOX 29
MOUNT VERNON OH 43050

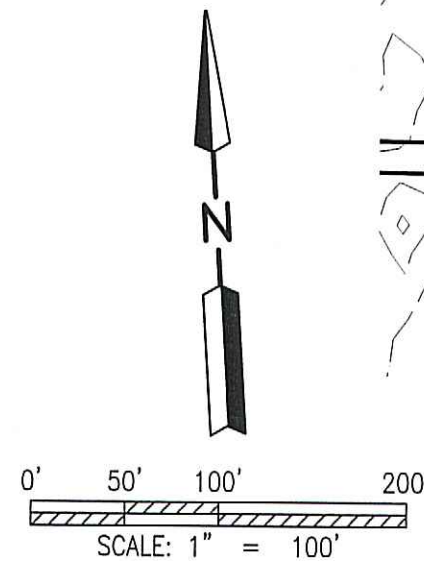
Owner Address
CAMERON INTERNATIONAL CORPORATION
fka COOPER CAMERON CORPORATION
C/O SCHLUMBERGER TECHNOLOGY CORPORATION
ATTN: US LAND SUPPLY CHAIN
225 SCHLUMBERGER DRIVE
SUGAR LAND TEXAS 77478

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IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES
MILITARY LANDS, COUNTY OF KNOX AND STATE OF OHIO

LIMITED COMMON AREA (PART OF LOT 17)

- EX. WATER
EX. FIRE LINE
MANHOLE
LIGHT POLE
WATER VALVE
NEEDS METER
CATCH BASIN
UTILITY POLE
HYDRANT
WATER METER



- ▲ DRILL HOLE/NAIL FD.
(AS NOTED)
✕ SPIKE FD.
● I.P. OR PIPE FD.
(AS NOTED)
○ 5/8" REBAR SET
WITH I.D. CAP
MARKED S.J.L. INC.

**LOTS 18, 19
& 20**
KNOX COUNTY LAND
REUTILIZATION CORPORATION
VOL. 1909; PG. 275

REFERENCE SURVEY:
'C'-416; 'H'-003; 'H'-363; 'H'-448;
'I'-131; 'I'-161; 'I'-798; 'N'-186;
'N'-573; 'O'-445; 'O'-743; 'Q'-187;
'Q'-218; 'R'-773; 'T'-150; 'T'-690;
'U'-449; 'U'-845

BASIS OF BEARING:
The bearings as shown hereon are
relative to GRID NORTH of the
OHIO STATE PLANE COORDINATE
SYSTEM, NAD 83 DATUM

NO.	ARC	RADIUS	DELTA	BEARING	CHORD
C1	363.67	4319.69	04°49'25"	S18°39'34"E	363.56'
C2	285.57	4322.19	03°47'08"	S07°28'27"E	285.52'
C3	518.72	4319.69	06°52'49"	S12°48'27"E	518.41'
C4	519.03	4227.19	07°02'06"	N15°34'22"W	518.70'
C5	281.88	4266.19	03°47'09"	N07°28'27"W	281.83'

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& ASSOCIATES, INC.**
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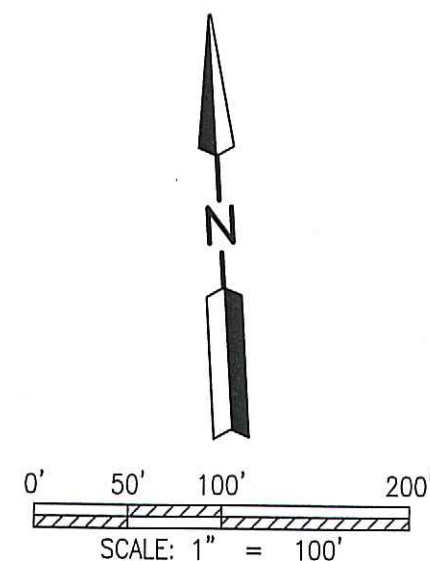
DRAWN: C. Falt
CHECKED: 1" SCALE = 100'
DATE: 10/24/22
DWG NO: SW-5956A JOB NO: SW-5956A SHEET 2 OF 8

HEARTLAND COMMERCE PARK PLANNED COMMUNITY PROPERTY #1

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IN THE CITY OF MOUNT VERNON, T-6N ; R-13W, UNITED STATES
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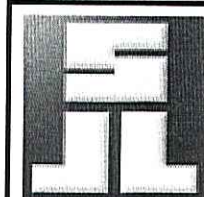
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(AS NOTED)
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MARKED SJL INC

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BASIS OF BEARING:
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SYSTEM, NAD 83 DATUM

LEGEND

LOT	UNIT	ADDRESS
1	ADMIN.	105 SANDUSKY STREET
2	ENGINEERING	405 CHESTNUT STREET
3	WAREHOUSE	501 CHESTNUT STREET
4	KAT-1	601 CHESTNUT STREET
5	OPEN SPACE-2	6 GREENWOOD AVENUE
6	3-BAY	525 CHESTNUT STREET, LOT 6
7	PLANT 1	526 CHESTNUT STREET, LOT 7
8	PLANT 5	527 CHESTNUT STREET, LOT 8
9	A	528 CHESTNUT STREET, LOT 9
10	4-BAY	529 CHESTNUT STREET, LOT 10
11	PLANT 4	530 CHESTNUT STREET, LOT 11
12	B	532 CHESTNUT STREET, LOT 12
14	CONTROLS	533 CHESTNUT STREET, LOT 14
15	PAINT BOOTH	534 CHESTNUT STREET, LOT 15
16	COOLING TOWERS	535 CHESTNUT STREET, LOT 16
17	OPEN SPACE 1	536 CHESTNUT STREET, LOT 17
18	VACANT	0 N. ADAMS STREET
19	VACANT	0 N. ADAMS STREET
20	VACANT	0 N. ADAMS STREET
21	VACANT	7 GREENWOOD AVENUE
22	EXISTING FACTORY	1 GREENWOOD AVENUE



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& ASSOCIATES, INC.

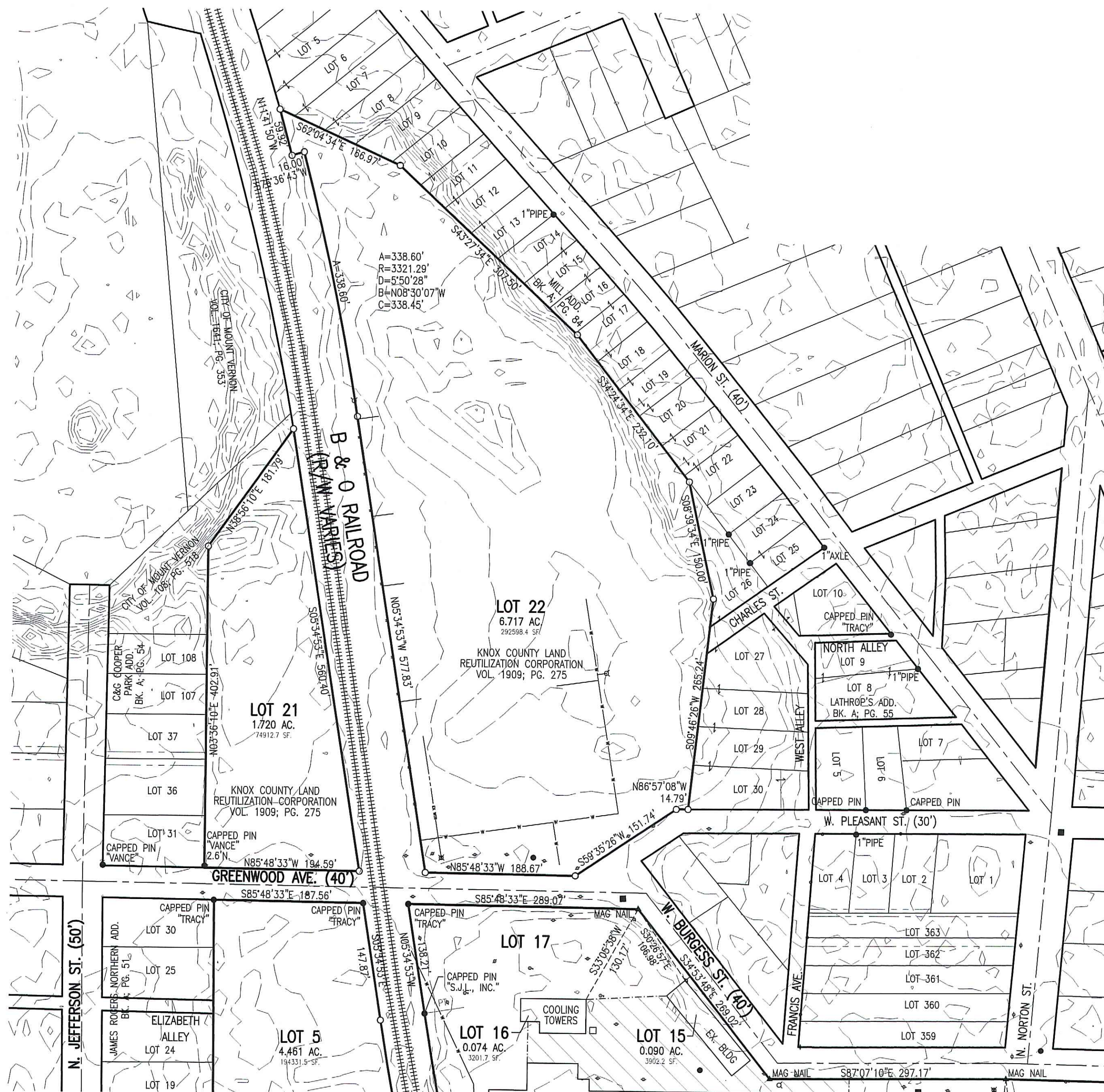
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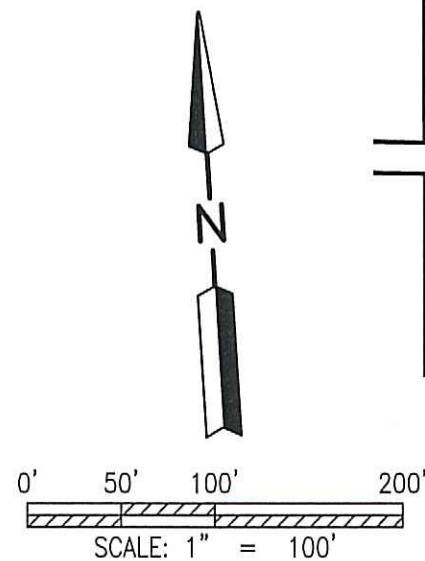
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HEARTLAND COMMERCE PARK PLANNED COMMUNITY PROPERTY #1

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MILITARY LANDS, COUNTY OF KNOX AND STATE OF OHIO

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- ▲ DRILL HOLE/NAIL FD.
(AS NOTED)
- ✕ SPIKE FD.
- I.P. OR PIPE FD.
(AS NOTED)
- 5/8" REBAR SET
WITH I.D. CAP
MARKED S.J.L. INC

**LOTS 18, 19
& 20**
KNOX COUNTY LAND
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VOL. 1909; PG. 275

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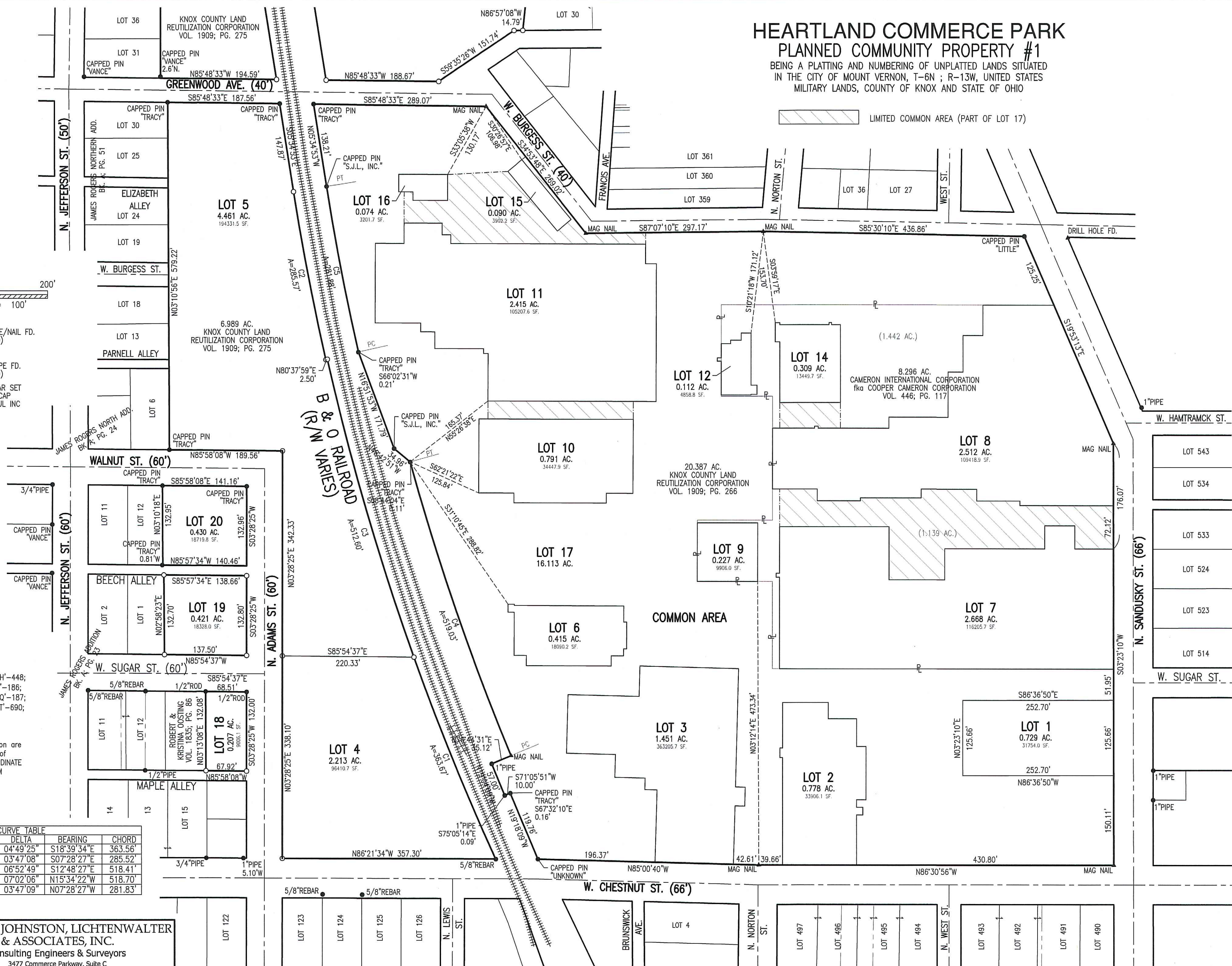
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DRAWN C. Feb	CHECKED	SCALE 1" = 100'	DATE 10/24/22
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DWG NO: **SW-5956A** JOB NO: **SW-5956A** SHEET **4** OF **8**

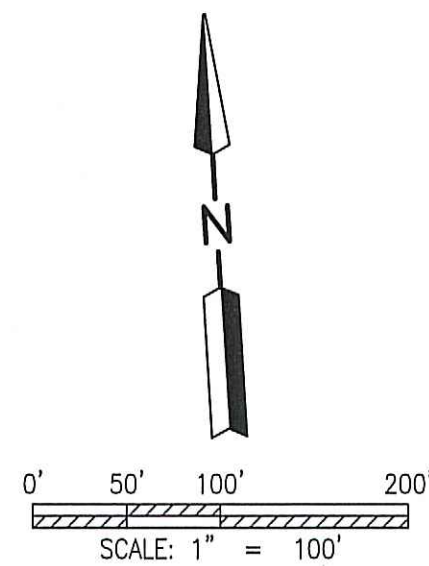


HEARTLAND COMMERCE PARK

PLANNED COMMUNITY PROPERTY #1

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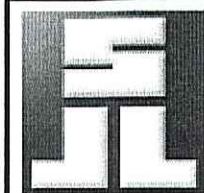
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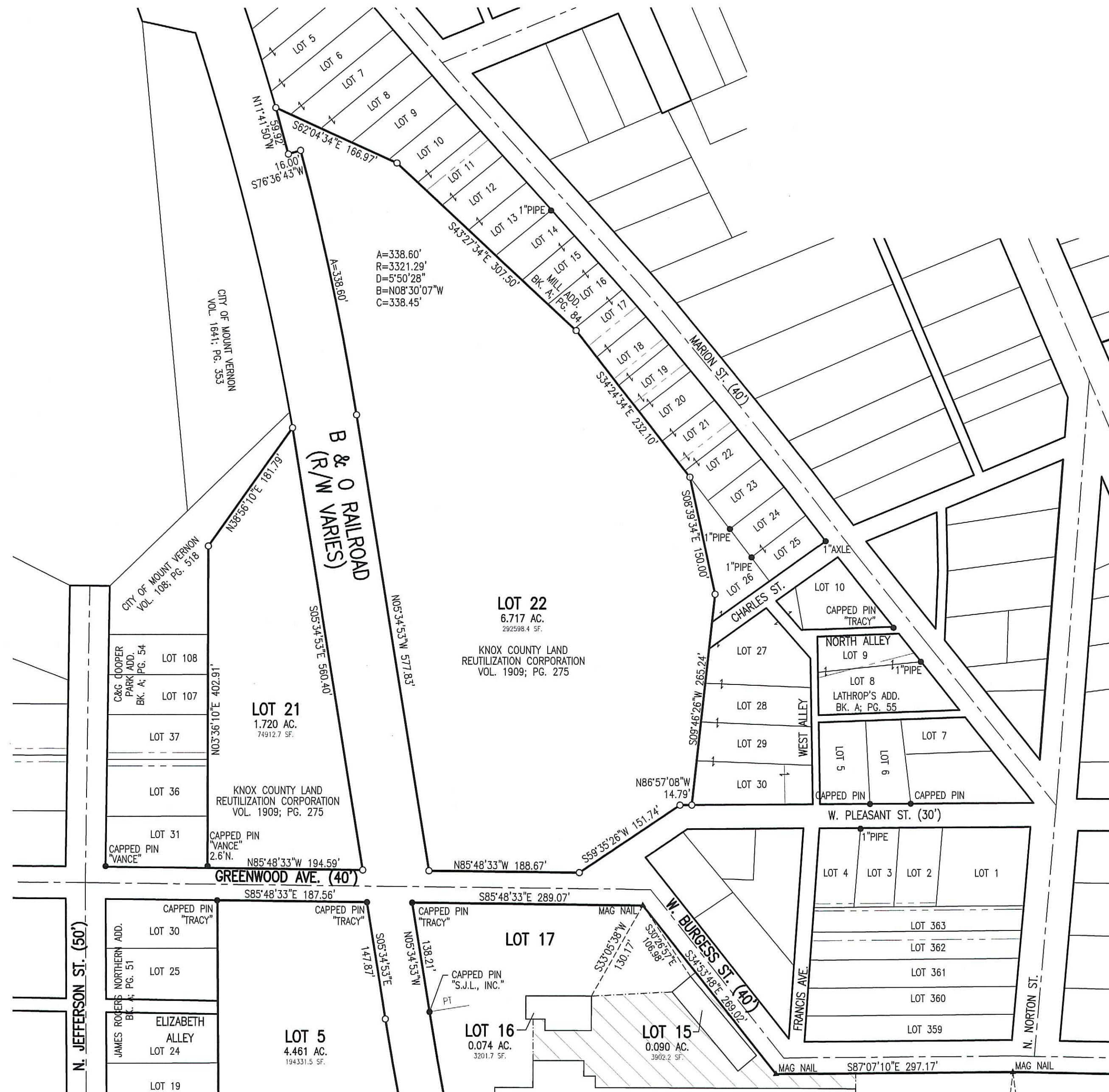
LEGEND

LOT	UNIT	ADDRESS
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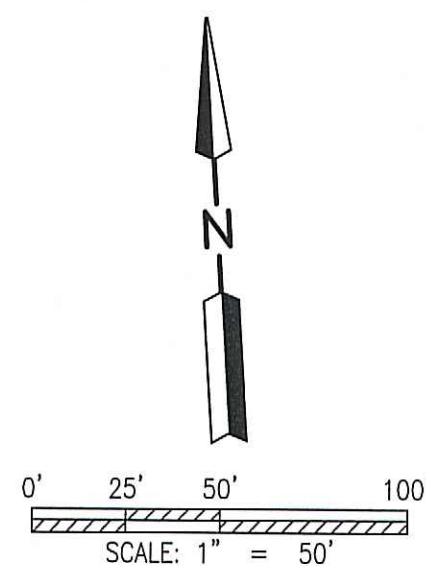
DRAWN C. Folt	CHECKED	1" SCALE = 100'	DATE 10/24/22
DWG NO: SW-5956A	JOB NO: SW-5956A	SHEET 5 OF 8	



HEARTLAND COMMERCE PARK PLANNED COMMUNITY PROPERTY #1

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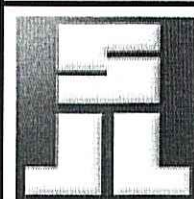
 LIMITED COMMON AREA (PART OF LOT 17)



- ▲ DRILL HOLE/NAIL FD.
(AS NOTED)
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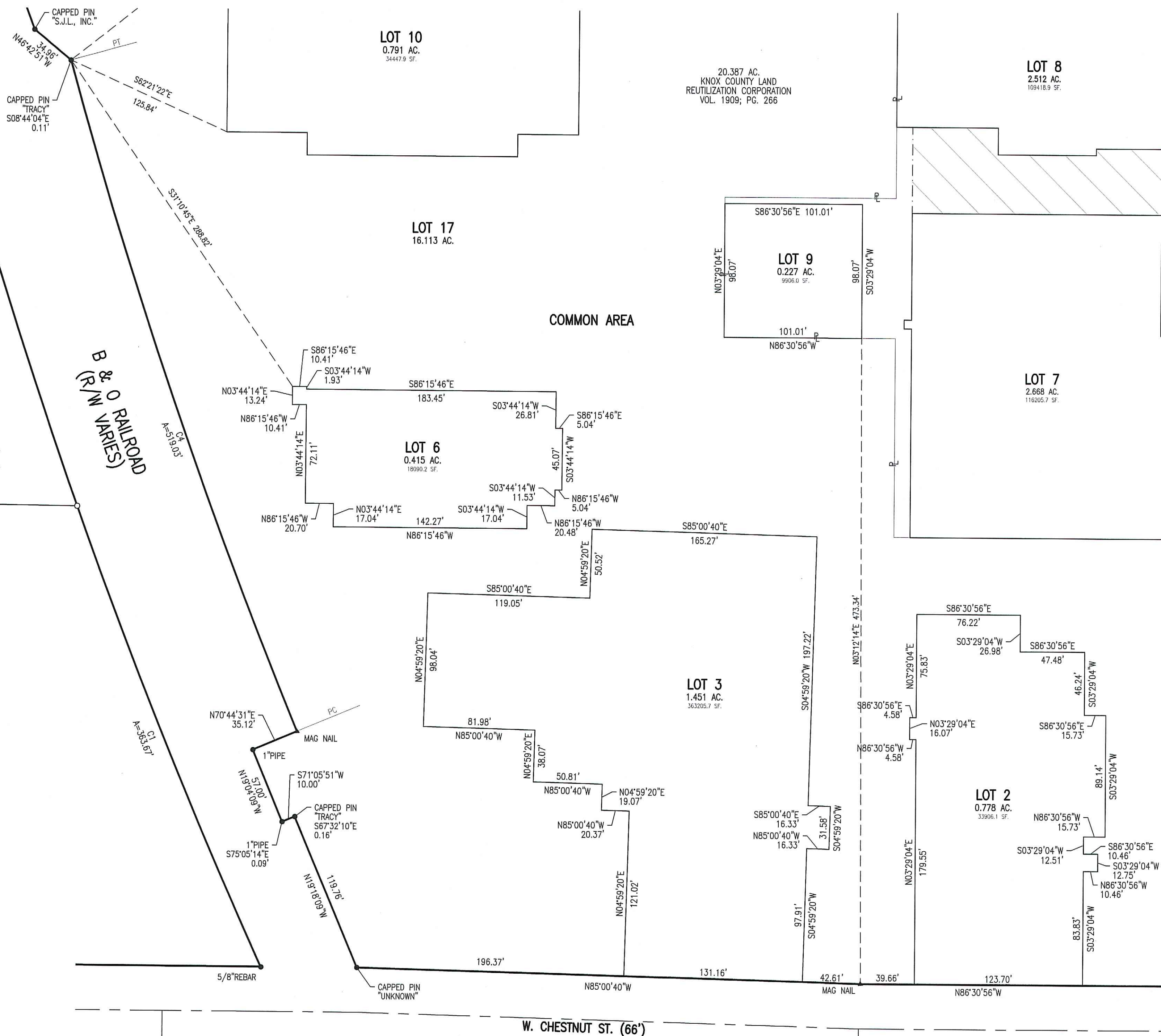
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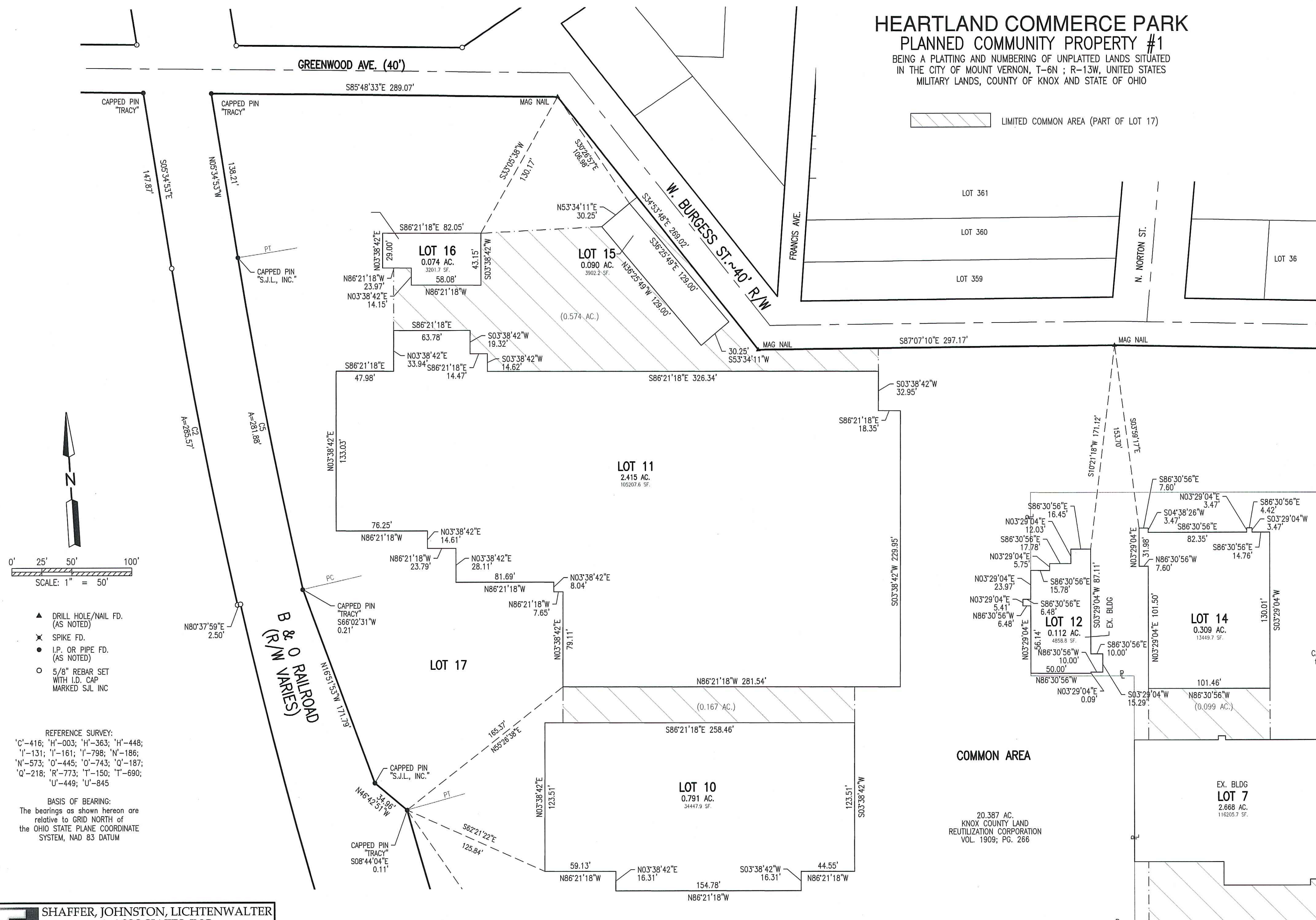


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DRAWN C. Falb	CHECKED	1" SCALE = 50'	DATE 10/24/22
DWG NO: SW-5956A	JOB NO: SW-5956A	SHEET 6 OF 8	



BEING A PLATTING AND NUMBERING OF UNPLATTED LANDS SITUATED
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MILITARY LANDS, COUNTY OF KNOX AND STATE OF OHIO

 LIMITED COMMON AREA (PART OF LOT 17)

COMMON AREA

20.387 AC.
KNOX COUNTY LAND
REUTILIZATION CORPORATION
VOL. 1909: PG. 266

EX. BLDG
LOT 7
2.668 AC.
116205.7 SF.

	SHAFER, JOHNSTON, LICHTENWALTER & ASSOCIATES, INC. Consulting Engineers & Surveyors 3477 Commerce Parkway, Suite C Wooster, Ohio 44691 TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com		
	DRAWN	CHECKED	1" SCALE = 50'
	C. Foltz		DATE 10/24/22
	DWG NO: SW-5956A		JOB NO: SW-5956A

W. BURGESS ST. ~40' R/W

S87°07'10"E 297.17'

MAG NAIL

S85°30'10"E 436.86'

CAPPED PIN
"LITTLE"

DRILL HOLE FD.

LOT 17

EX. BLDG
LOT 12
0.112 AC.
4858.8 SF.LOT 14
0.309 AC.
13449.7 SF.8.296 AC.
CAMERON INTERNATIONAL CORPORATION
fka COOPER CAMERON CORPORATION
VOL. 446; PG. 117LOT 8
2.512 AC.
109418.9 SF.

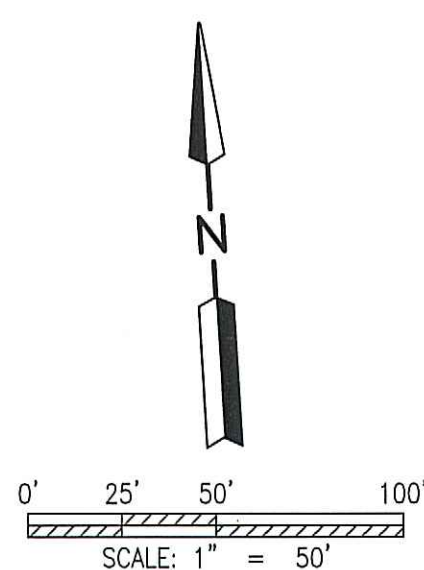
COMMON AREA

20.387 AC.
KNOX COUNTY LAND
REUTILIZATION CORPORATION
VOL. 1909; PG. 266LOT 9
0.227 AC.
9906.0 SF.LOT 7
2.668 AC.
116205.7 SF.

N. SANDUSKY ST. (66')

HEARTLAND COMMERCE PARK
PLANNED COMMUNITY PROPERTY #1BEING A PLATTING AND NUMBERING OF UNPLATTED LANDS SITUATED
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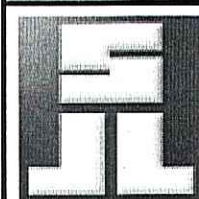
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DRAWN C. Foltz	CHECKED	1" SCALE = 50'	DATE 10/24/22
DWG NO: SW-5956A	JOB NO: SW-5956A	SHEET 8 OF 8	

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

Attachment: Cooper Progress Park Declaration - 10.28.22 (3686 : 2022-Mpc-34)

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DECLARATION OF PLANNED COMMUNITY OF HEARTLAND COMMERCE PARK

Article I – Definitions

Article II – The Land

Article III – Name – “Heartland Commerce Park”

Article IV – Purposes; Restrictions

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Section 2. Restrictions

- (a) Uses
- (b) Deed Restrictions
- (c) Common Area Uses
- (d) Limited Common Area
- (e) Signage
- (f) Nuisances
- (g) Vehicles
- (h) Renting and Leasing
- (i) Conveyances
 - 1. Right of First Refusal
 - 2. Development Agreement
- (j) Discrimination
- (k) Architectural Control
- (l) Mediation
- (m) Rules and Regulations
- (n) Amendment

Article V – Improvement Descriptions

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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, an Ohio corporation and (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 “Heartland Commerce 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 “Heartland Commerce Park” means, Heartland Commerce 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.

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"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 of the Ohio Revised Code.

"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 of 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**. Each Owner shall have an undivided interest in the use of the Common Area.

"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 Heartland Commerce Park.

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

"Common Elements" shall have the same meaning as Common Area.

"Declarant" means the Knox County Land Reutilization Corporation, an Ohio 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 and recorded 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, 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” means that portion or portions of the Association Property or Owners’ property identified as a Parcel in this Declaration and the Drawings. 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, within which the Owners may hold or lease real property, and which the owners support by membership in and assessment by 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 Heartland Commerce 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 "Heartland Commerce Park."

ARTICLE IV - PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is made to establish individual Parcels as depicted in the Drawings fee simple interests to which may be conveyed to separate Owners; 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.

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

(a) Uses. 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 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. Notwithstanding the foregoing, this clause shall not be interpreted or applied to defeat reasonable business purposes;

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

(4) any activity which by its very nature causes the cancellation of insurance policies carried by the Association or by the Owners of other 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 approve or disapprove such proposals, in light of design standards that have been previously adopted by the Board and made available to the Owners, 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 Heartland Commerce 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. Unless otherwise specified herein, any amendment to the provisions of this Declaration, Bylaws, or any other Association Organizational Document, requires the affirmative vote of at least seventy-five percent (75%) of the votes held by the Owners of the Parcels, 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 20 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. Each Owner shall be responsible for maintenance of the interior and exterior of improvements located upon that Owner's Parcel(s).

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 improvements 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. 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 fee ownership of any Parcel, and transfer of title to a Parcel shall automatically transfer membership to the transferee. An Owner may own more than one Parcel, and will be deemed to have one (or two as set forth in Section 3 below) votes for each Parcel owned.

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. Thereafter 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 for each Parcel owned, except that the Owner of a Parcel with a building foot print greater than 50,000 square feet, and the owner of Lot 4 will have two votes for those respective Parcels.

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, all for the benefit for all 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 reasonable 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 reasonable fees or other charges for the use, rental, or operation of the Common Areas or for services provided to Parcel Owners;

(k) Impose reasonable 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, provided that if the Association purports to take on any debt in excess of \$200,000.00, such debt must be approved by the affirmative vote of at least 75% of the votes held by all Owners;

(q) Suspend the voting privileges of an Owner which is 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 by 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 reasonable charges for damages to the Common Areas or other property, or reasonable 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 Owner(s) of the subject Parcel(s) 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 Owner 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 Owner of the subject parcel must cure the violation or repair the damage to avoid the proposed charge or assessment.

(b) Hearing. The Owner 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 Owner of a subject Parcel fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the 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 Owner of a subject Parcel requests 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 Owner 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 Owner 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 Owner 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 keep its Parcel and all improvements upon its Parcel in good maintenance, appearance, and repair. If the Owner is using Common Area, such Owner shall provide routine upkeep and cleaning of the portion of the Common Area 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 at least 75% of the votes held by all Owners 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 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) reasonable annual operating assessments; (2) special assessments for capital improvements approved by the Board; 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 reasonable 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 an affirmative vote of at least 75% of the votes held by 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 which are exempt from this expense, 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 4, Lot 5, and Lot 16, 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, and the monthly assessments required by Section 3(a)(3) above shall thereafter commence in advance of the fourth month after that Owner took title to the Parcel.

(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 affirmative vote of at least no less than seventy-five percent (75%) of the votes held by 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)(1)(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.

(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, reasonable 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 thirty (30) 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 thirty (30) 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 involving any Planned Community Organizational Documents shall require the affirmative vote of at least 75% of the votes held by all 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 the owner of a Parcel with a foot print greater than 50,000 square feet and the Owner of Lot 4, shall be entitled two votes.

- (a) the boundaries of any Parcel or the convertibility of a Parcel into Common Area or vice versa;
- (b) the construction of an addition to or an expansion of a Parcel onto 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: (i) the method of expansion or contraction of the project; or (ii) 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

Attachment: Cooper Progress Park Declaration - 10.28.22 (3686 : 2022-Mpc-34)

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

Attachment: Cooper Progress Park Declaration - 10.28.22 (3686 : 2022-Mpc-34)

EXHIBIT A
Legal Descriptions and Drawings

[insert drawings]

Attachment: Cooper Progress Park Declaration - 10.28.22 (3686 : 2022-Mpc-34)

EXHIBIT B

By Laws

-of-

HEARTLAND COMMERCE 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 as set forth in the Declaration. 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, a 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 all 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”) 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 at least fifty percent of the total votes among all Owners.

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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