City of Huron Agenda for the Planning Commission/DRB Wednesday, February 15, 2023 5:00p.m.

- I. <u>Call to Order</u>
- II. Roll Call
- III. Adoption of the Minutes N/A
- **IV.** Audience Comments (3-minute time limit) *Please step to the podium and state your name and address for the record.
- V. <u>New Business</u>

Public Hearing: Planned Development Project- Sheltered Brook Drive-Two Rivers Phase 1, Preliminary/ Final Plan and Design Review.

Recommendation(s): Two Rivers Phase 1, Planned Development Project

- VI. Staff Report
- VII. Adjournment



TO: Chairman Boyle and Members of the Planning Commission and Design Review Board

FROM: Erik Engle, Planning Director

RE: PUBLIC HEARING: Planned Development Project- Two Rivers Phase 1 Prelim/Final Plan

Review

DATE: February 15, 2023

Current Zoning District: R-1 Parcel No.: 42-00119.001

Historical Summary

From staff research of records, it is our understanding that the original request for a PUD creating Two Rivers Condominiums was submitted in 1990 with a high density of units and a marina. Over the years, litigation and amendments to the PUD ensued resulting in a scaled down density of 120 dwellings and no marina. A consent decree stipulated the requirement of 90% completion 15 years from the settlement date, which would have been February 9, 2013. At that time, the property would revert back to R-1 Residential -single Family Zoning. On January 8, 2013, City Council authorized a sixty (60) day extension of this deadline by the adoption of Resolution 2013-3 to allow the owner to produce a plan to continue the development of this area. An additional sixty (60) day extension was granted by City Council on April 9, 2013 which authorized an amendment to Resolution 2013-3 to allow for an additional 60 days. No further documentation of plans or correspondence was found and the development had not reached the 90% completion. As we understand from the records and the consent decree, the property has reverted back to R-1 zoning.

Project Description: Planned Development Project- Residential

Public Hearing Legal Notice was published on 1-21-23. Notices were mailed to individuals within 150' of the proposed development. The owner/applicant has asked for a combined Preliminary/Final Plan review at this meeting.

Applicant is proposing a Planned Development Project/PUD of the remaining undeveloped land surrounding/integrated with the existing Two Rivers PUD Development of free-standing single-family condominium homes. As you may recall, the original Two Rivers PUD is no longer in existence and the undeveloped area has reverted back to R-1 Zoning. Refer to the site plan map of this parcel which reflects both the existing free-standing single-family condominium homes and the undeveloped areas that the owner is proposing to develop with the addition of 27 free-standing single-family condominium homes.

Planned Development Projects are a Conditionally Permitted Use in R-1 Single Family Residential Zoning. The applicant received approval from the BZA on December 12, 2022 for the Conditionally Permitted Use.

The owner has advised that they are planning additional phases of development of the surrounding vacant parcels in this area, but have not finalized any site plans at this point; if a subsequent phase

of a Planned Development Project would be proposed for these areas, they would come back before this body again for any/all phases.

Code Reference information included with this packet: Section 1126.05 - PLANNED DEVELOPMENT PROJECTS

Staff Analysis/Recommendation:

Applicant is proposing to complete the development of Two Rivers Phase 1 along Sheltered Brook Drive, maintaining the same use (27- free-standing, single-family condominium homes), same density, construction, and exterior designs. The infrastructure for this development is already in place as constructed under the original PUD; roadway, water, sewer, and lighting are all in place.

Items of Note in the proposed plans:

• Setbacks being proposed for each unit:

25' front setback

15' minimum distance between units

Varies? Rear Yard setbacks (flexed as part of the planned development)

Varies? 1-2 Story Home Height (maximum of 35'-0" pursuant to R-1 requirements; reviewed individually per lot)

Minimum requirements met for all other R-1 performance standards

- No sidewalks were included in original PUD, no sidewalks are being proposed; in lieu of a sidewalk along Sheltered Brook, a conceptual nature trail was discussed for the next phase of development, which staff encourages as a prime amenity for the residents in the vicinity.
- Reserve Areas: (Common Area Declaration)- three (3) areas noted on the site plan. No landscaping plan included for these areas at this time.
- Riparian Buffer: 30' buffer easement along the mud creek frontage adjacent to the base flood elevation as a part of new floodplain regulations.
- The roadway, Sheltered Brook Drive, is in place and is a private road.
- Landscaping for individual units to be installed upon construction of same.
- The applicant has included the current Declaration of Condominium Ownership for Two Rivers Condos and will be amending to include the proposed phase.
- Street lighting is already in place and denoted on the plat; no further action is required for installation.
- Staff finds the design of the elevations to be appropriate and compatible with the existing housing stock aesthetic.

Applicant has expressed the intention to commence the project as soon as possible and therefore would meet the requirement in 1126.05 (a) to start construction within one year of approval of the project by City Council. Staff would note that the city has received comments from neighbors concerned over completion of the project. Their concerns stem from the original PUD and the present state of the development. Specifically, neighbors have inquired about stipulation of a timeframe by which the 27 units are to be completed.

Staff would recommend that the Planning Commission consider a condition to be added to specify a project completion date. It is important to note, City Council will be requiring a development agreement upon their consideration of the approval of the development.

Staff is in support of the proposed development and welcomes the completion of the Two Rivers Development along Sheltered Brook Drive.

Next steps in the process of a Planned Development Project:

- Upon approval from the Planning Commission/DRB of the final plans., the matter is referred to City Council with the recommendations of the Planning Commission/DRB.
- City Council must hold a Public Hearing and will require a development agreement with the owner/developer. Legislative approval of the development will be required.
- Plan Reviews by the City Engineer and Erie Soil & Water will be required, deposit fees to be determined.
- Individual Residential Zoning Permit Applications and Building Permit Applications will be required for each dwelling, permit fees will apply. Other permits or service applications that will apply: water, sewer, and right of way permits.
- All contractors working on the project will be required to be registered with the city.

Attachments:

- Application & Plans
- Design Elevations

1126.05 PLANNED DEVELOPMENT PROJECTS.

- (a) <u>General Provisions.</u> The owner of a tract of land containing not less than the minimum area required in this section may submit to the Planning Commission for review a preliminary plan for the use and development of such tract of land for:
 - (1) A planned shopping center, provided the tract is located in a B-3 Zone, or is located where a shopping area is indicated on the long-range plan map of the Policies Plan.
 - (2) A residential planned development project, provided that the tract is located in an R District, or is located at or near where a new residential area is indicated on the long-range plan map of the Policies Plan.
 - (3) A planned office center, or special "boardwalk" commercial center, as specified herein. A planned industrial, office or office/research park, provided that the tract is located in an M District, or is located where a development of this nature is indicated on the long-range plan map of the Policies Plan.

In accepting such a plan for review, the Commission shall be satisfied that the proponents of the development project are financially able to carry out the project; that they intend to start construction within one year of approval of the project by Council, or of the effective date of any necessary change in zoning, whichever is later; and intend to complete the development within a reasonable time as determined by the Commission.

- (b) <u>Commission to Investigate</u>. The Commission shall investigate and ascertain whether the location, size and other characteristics of the site in the proposed plan comply with the following conditions:
 - (1) The proposed project is in harmony with the comprehensive Master Plan;
 - (2) The project will not adversely affect neighboring property;
 - (3) The project is at a location where traffic congestion does not exist at present on the streets to be utilized in conjunction therewith, and where such congestion will not likely be created as a result of the project;
 - (4) The plan of the project provides for integrated and harmonious design of buildings, and for adequate and properly arranged facilities for internal traffic circulation, off-street parking and loading, landscaping and such other features and facilities as may be necessary to make the project attractive and efficient from the standpoint of the developer as well as from the standpoint of the adjoining or surrounding existing or potential developments.
- (c) <u>Commercial Developments.</u> If the proposed development is for a shopping center, the Commission shall be guided by the following requirements and standards:
 - (1) The minimum site area for a neighborhood shopping center shall be two acres and the minimum site area for a shopping center larger than neighborhood type shall be ten acres.
 - (2) The permitted uses in the case of a neighborhood shopping center shall be those permitted in the B-1 District in this Zoning Ordinance; and the uses permitted in larger shopping centers shall be those permitted in the B-2 District in this Ordinance.
 - (3) Building height and yard requirements shall be the same as prescribed for the district in which the proposed project is to be located, provided that no building shall be less than fifty feet distant from any boundary of the site of the center.
 - (4) The ground area occupied by all buildings shall not exceed in the aggregate twenty-five percent (25%) of the total area of the site.
 - (5) Notwithstanding any other provisions of this Ordinance, there shall be provided one off-street parking space of each 150 square feet of rental floor space, not including basement storage space; and there shall be provided at least one off-street loading or unloading space for each 10,000 square feet or fraction thereof of aggregate floor space of buildings in the center. At least one-third of the loading space shall be sufficient in area and vertical clearance to accommodate trucks of the tractor-trailer type.
- (d) <u>Western Planned Commercial Strip Shopping Center Projects.</u> If the proposed development is to be a Western Planned Commercial Strip Shopping Center, the Planning Commission shall be guided by the following requirements and standards:
 - (1) The site shall be located in an overlay zone as specified in Section 1126.12 and shall meet the requirements specified therein.
 - (2) Permitted uses shall be those permitted in the B-1 District.
 - (3) Site development standards:
 - A. The landscaping and off-street parking requirements of Sections 1126.13 and 1126.01 shall be met.
 - B. All permanent utility lines, pipes and conduits shall be located below ground, and all other utility installations and appurtenances shall be adequately screened.
 - C. No more than one twenty-four foot wide curb cut per project area shall be permitted on the minor access street, on the new street to the south for the area south of the railroad, on Rye Beach Road for the other three project areas, no less than 100 feet back from the curb line of the intersecting street, and not more than two such curb cuts shall be permitted on the major street frontage, with no curb cut less than 100 feet from the curb line of an intersecting street.
 - D. Landscaped buffer strips no less than thirty feet in depth, provided with grass, shrubs, flowers and trees, as designed by a registered landscape architect, shall abut all street rights of way for the full length of the property except where curb cuts are permitted.
 - E. The approved site plan shall provide for on-site landscaped open spaces at the sides and rear of the project equal to the half-width of the spaces indicated in the Policies Plan as public and private non-farm open spaces on the long-range plan map. Where such spaces directly abut a side or rear area of a planned strip commercial project, they shall contain earth berms and tree/shrub plantings to provide no less than forty percent (40%) opacity at any point along these lines to a height of ten feet, and shall be provided with six-foot wide paved pedestrian/jogging/bicycle paths for their full length, connecting with surrounding areas.
 - F. Wet run-off retention basins shall be provided in landscaped areas, provided with aerating fountain jets to reduce stagnation, to retain surface run-off and to meter it into the existing drainage network at no greater velocity and volume than that generated prior to development.
 - G. Design review approval by the Planning Commission of an overall development plan for the entire project area, including circulation, parking, landscaping, retention ponds, paths and proposed building elevations shall be required prior to approval of any partition or sale of the site area or any construction on the site.

- H. All exterior building walls and structures shall be constructed with attractive and durable materials, such as textured concrete, brick masonry, stone or glass.
- (e) <u>Residential Developments.</u> If the proposed development is to be a residential community development project, the Planning Commission shall be guided by the following requirements and standards:
 - (1) The minimum site area for a residential planned development project shall be ten acres if located in an R-1 District, and three acres if the project is located in an R-1-A or R-2 District, or an R-3 District.
 - (2) Permitted uses and residence types shall be the same as those permitted in the R District within which it is located, or consistent with the long-range plan map of the Policies Plan.
 - (3) Building height and yard requirements shall be the same as those established for the R District within which it is located, or consistent with the long-range plan map of the Policies Plan.
 - (4) The average lot area per family or dwelling unit, or the average net site area per dwelling unit in a condominium project shall not be less than eighty percent (80%) of the lot area per family required in the R District within which the project is located or the use type indicated on the long-range plan map of the Policies Plan.
 - (5) Further reduction of up to ten percent (10%) of the lot area per family required in the R District within which the project is located or as indicated for the use type shown on the long-range plan map of the Policies Plan may be provided for each of the following, based on the degree of contribution to community amenities, to a total additional reduction maximum of twenty percent (20%):
 - A. Provision of "parkwayed" major streets as indicated on the long-range plan map of the Policies Plan;
- B. Provision of green open space areas adjoining major trafficways and other uses as indicated on the long-range plan map of the Policies Plan:
 - C. Dedication of public parkland in areas indicated as such on the long-range plan map of the Policies Plan;
- D. Provision of pedestrian/jogging/bicycle paths of minimum six-foot paved width located in landscaped areas no less than thirty feet wide throughout the project and approximately paralleling all major adjoining streets, with connections to adjacent properties and/or public land, and provision for either public access to these facilities with local association ownership and maintenance, or public dedication.
 - (6) If the project contains twenty acres or more, at least five percent (5%) of the acreage of such site shall be required to be developed as a neighborhood playground or playgrounds. If the site contains less than twenty acres, the required area of play lots shall be 2,000 square feet for the first fifty dwelling units plus thirty square feet for each additional dwelling unit in excess of fifty.
 - (7) Residential planned development projects of 200 dwelling units or more shall provide at least one five-acre relatively flat grassed common area for neighborhood field recreation, such as softball, soccer, kite flying, etc., preferably interlinked with a neighborhood pedestrian/jogging/bicycle path system.
 - (8) Parking in residential planned development projects shall strictly comply with the parking requirements specified in Section 1126.01. Service drives and other service facilities shall be located entirely within the project site. Private access streets, as for example in condominium developments, shall have a paved width of no less than twenty-six feet, shall be provided with curbs and gutters, and shall be provided with road curves, turn-arounds and street grades capable of accommodating emergency vehicles as approved by the Chief of the Fire Department.
 - (9) Marinas shall be considered an allowable use in a residential planned development project provided that at least eighty percent (80%) of the total moorage spaces available are reserved exclusively for residents of the project area. (The remaining twenty percent (20%) may be rented, leased or sold to the public.) The eighty percent (80%) reserved for the residents shall not be subleased, rented or sold to anyone outside the development area. (Off-street parking shall comply with Section 1126.01.)

(Ord. 1990-20. Passed 11-26-90.)

- (f) <u>Industrial Developments</u>. If the proposed development is to be an industrial planned development project, the Planning Commission shall be guided by the following requirements and standards:
 - (1) The site shall be located in an overlay zone as specified in Section 1126.09 or Section 1126.10 and shall meet the requirements specified therein.
 - A. The Planned Industrial Development Project Overlay Zone shall be referred to hereinafter as the Class A Planned Industrial Development Project District.
 - B. The River Park Planned Industrial Development Project Overlay Zone shall be referred to hereinafter as the Class B Planned Industrial Development Project District.
 - (2) Permitted uses in a Class A District include:
 - A. Research. Research offices and laboratories, including testing, provided such testing complies with the performance standards established in Section 1126.06.
 - B. Offices. Corporate headquarters, regional headquarters and administrative offices with twenty-five or more employees. Local service offices, such as real estate sales, insurance agencies, doctor's offices or other offices typically found in commercial districts may be included only in a structure or integrated complex of at least 50,000 square feet of developed gross floor area.
 - C. Manufacturing. Industries that manufacture medical equipment and/or supplies, communications equipment, electronic components or measuring, analyzing and controlling instruments; any use listed as a permitted use in the I-1 Zone.
 - D. Industrial Greenhouse Facilities. Industrial Greenhouse Facilities shall meet the following requirements:
 - (i) Site Plan Review, which shall include:
 - (a) Design review and approval, including building placement, footprint(s) and elevations, parking, site ingress and egress, maintenance, fire prevention and safety plans and landscaping.
 - (b) Electrical requirements review, including review and approval of all electrical requirements for the facility at various hours of the day (such as daytime requirements vs. nighttime requirements).
 - (c) Lighting plan review, which shall include a comprehensive review of the applicant's proposal for any proposed light emissions of the Industrial Greenhouse Facility in excess of ten percent (10%) of the maximum unshaded light emitted by the facility, which is intended to occur at the facility

- 1. The applicant shall be permitted to emit no more than ten percent (10%) of the maximum unshaded light emitted by the facility, under circumstances where the facility requires nighttime ventilation, provided however, that when emissions exceed 10%, the Facility management shall provide notice to the City Manager and follow the procedures set forth in the approved contingency plan.
- (d) Proposed contingency plan for how Facility management will handle any necessary or emergency violation of nighttime lumen maximums established by Planning Commission, including notice to City Manager, maximum duration of emergency before automatic penalties will be imposed and other relevant factors.
- (e) Agreement by Facility owner and management and successors to be bound by penalty provisions of Site Plan Permit, which penalties will be automatically imposed for a violation of the Facility's lighting plan, as submitted and approved pursuant to the Site Plan Review process.
- (f) Refusal by Facility owner and management to agree to be bound by the penalty provisions of the Site Plan Permit shall be grounds for rejecting the Site Plan and refusing to grant the Site Plan Permit. Refusal of a successor management to be bound by the provisions of the Site Plan Permit shall be grounds for immediate revocation of the Site Plan Permit.
- (g) Review to ensure compliance with Section 1126.17, "Regulations for Industrial Greenhouses.
- E. Other uses. Conference facilities; recreational and cultural facilities limited to health clubs, tennis courts and other such facilities primarily of service to employees of the project; cafeterias primarily oriented toward serving project employees; common open space and outdoor recreational facilities; accessory uses including, but not limited to, facilities for administration, maintenance and fire prevention and safety; accessory warehouse or storage structures developed to serve a primary use on the same site, provided that the floor area of such limited use constitutes no more than twenty-five percent (25%) of the developed floor area of the primary use.
- (3) Permitted uses in a Class B District include: All uses permitted in a Class A District, plus all uses that are principal permitted uses in the I-2 District, plus planned mobile home parks, but excluding poultry slaughterhouses, meat packing, storage of junk and rags, auto or truck storage or repair, and veterinary clinics and kennels.
- (4) Site development standards.
- A. In a Class A District, there shall be set aside for common open space not less than two acres of land for every ten acres of land devoted to office, research, industry, business or commercial use.
- B. In a Class B District, there shall be set aside for common open space not less than one acre of land for every ten acres of land devoted to office, research, warehouse, industry, business or commercial use.
- C. Such common open spaces shall be designed by a registered landscape architect and maintained in a professional manner.

 These spaces shall be designed and located as to fulfill the Policies Plan with regard to public and private non-farm open space and street parkways as indicated on the long-range plan map of the Policies Plan.
- D. In a Class A District, such common open spaces shall be provided with paved six-foot wide pedestrian/jogging/bicycle paths throughout the project area and connecting with surrounding properties and public land.
- E. Wet runoff retention basins shall be provided in common areas, landscaped as an integral part of the design and provided with aerating fountain jets to reduce stagnation, to retain surface and meter it into the existing drainage network at no greater velocity and volume than that generated prior to development.
- F. In the Class A District, all permanent utility lines, pipes and conduits shall be located below ground, and all other utility installations and appurtenances shall be adequately screened.
- G. The landscaping and off-street parking requirements of Sections 1126.13 and 1126.01 shall be met in each project.
- H. Design review approval by the Planning Commission of an overall development plan for the site area, including circulation, parking, landscaping and proposed building elevations shall be required prior to the approval of any partition or subdivision of the site area.
- I. Except at railroads or where a building site directly abuts a required public or private non-farm open space as designated on the long-range plan map of the Policies Plan, each perimeter building site, where it abuts land beyond this District or a public road, shall provide an on-site landscaped setback of no less than fifty feet.
- J. Each development site in the District shall have no less than 100-foot frontage on a public street.
- K. No less than twenty-five percent (25%) of the total site area of each development site shall be used for landscaping, designed by a registered landscape architect and maintained by a professional landscape maintenance corporation. Undeveloped portions of a site shall be seeded, mowed and maintained as lawn area.
- L. All exterior building walls and structures shall be constructed with attractive and durable materials, such as textured concrete, masonry, stone, brick, finished wood, stucco or glass. In the Class A District, no metal-paneled or pole structures shall be permitted.
- M. For Industrial Greenhouse Facilities only: As part of the Industrial Greenhouse Facility Site Plan review and approval process provided for in this Section, the Planning Commission shall include in the Site Plan approval the penalties set forth below which shall be automatically imposed on the Facility in the event that the Facility violates the approved maximum nighttime light emissions provided for in this section and the Facility's permit.
 - (i) No automatic penalty shall be imposed if the Facility owner or management establishes that it is in compliance with the lighting emergency contingency plan approved as part of the approved site plan, or if otherwise deferred by the City Manager, for good cause shown.
 - (ii) The automatic penalty shall be set forth in the Site Plan as approved pursuant to this Section, and shall include the following:
 (1) Facility owner or management shall shut off all interior grow lighting until the violations are corrected to the satisfaction of the City Manager or designee.
 - (2) If Facility owner or management fail to comply as set forth in (1), the City Manager or designee shall suspend or revoke the zoning permit and shut down the Facility until the violations are corrected to the satisfaction of the City Manager or designee.
 - (3) In addition to the foregoing, the Facility shall pay a civil penalty of \$1,000 per day for each day a violation exists until corrected.

(Ord. 2019-9. Passed 7-23-19.)

(g) Planned Office Development Project. If the proposed development is to be a planned office development project, the Planning

Commission shall be guided by the following requirements and standards:

- (1) The site shall be located in an overlay zone as specified in Section 1126.11 and shall meet the requirements specified therein.
- (2) Permitted uses include:
 - A. Offices: Corporate headquarters, regional headquarters and administrative offices with fifty or more employees, or joint occupancy by two or more such uses with a total of fifty or more employees.
 - B. Other uses: Conference facilities, indoor and outdoor recreational facilities, cafeterias and other forms of food service, all solely serving the employees in the project; common open space; off-street parking as required to serve the office uses; facilities necessary to project administration, maintenance, fire protection and safety.
- (3) Site development standards:
 - A. No site shall be less than ten acres.
 - B. No less than forty percent (40%) of the total site area shall be set aside for common open space and landscaped area. Such areas shall be designed by a registered landscape architect and maintained by a professional landscape maintenance corporation, and shall be designed and located to fulfill the Policies Plan with regard to public and private non-farm open spaces, street parkways and waterways, as indicated on the long-range plan map of the Policies Plan. Undeveloped portions of the site shall be seeded, mowed and maintained as lawn area unless in woodlands.
 - C. Projects shall provide paved six-foot wide pedestrian/jogging/bicycle paths throughout the common landscaped areas and near the perimeters of the site, with connections to such private or public path systems on adjoining properties.
 - D. Wet run-off retention basins shall be provided, or expanded existing on-site water areas, landscaped as an integral part of the design and provided with aerating fountain jets to reduce stagnation, to retain surface run-off from building, parking and lawn areas and to meter it into the existing drainage network at no greater velocity and volume than generated prior to development.
 - E. All permanent utility lines, pipes and conduits shall be located below ground, and all other utility installations and appurtenances shall be adequately screened.
 - F. The landscaping and off-street parking requirements of Sections 1126.13 and 1126.01 shall be met in each project.
 - G. Design review approval by the Planning Commission of an overall development plan for the project area, including circulation, parking, landscaping, proposed building elevations and signage, shall be required prior to the approval of the project.
 - H. Each project shall be provided at every point on its perimeter with an on-site landscaped setback of no less than 150 feet.
 - I. All exterior building walls and structures shall be constructed with attractive and durable materials, such as textured concrete, brick masonry, stone or glass.
 - J. No more than two signs shall be permitted for each project, announcing the names of the corporations housed therein. These signs, interior illuminated or back-lighted, shall be building-wall-surface mounted and shall not exceed twenty-five feet in any dimension.
- (h) <u>Final Plan.</u> Upon determination by the Planning Commission that the proposed development project as shown in the preliminary plan thereof conforms to the requirements of all applicable provisions of this Ordinance, the proponent shall prepare and submit a final development plan which plan shall incorporate any changes or modifications required or suggested by the Commission.
- (i) <u>Submission to Council</u>. The final development plan shall be submitted by the Commission together with its report and recommendations to Council and Council shall hold a public hearing on both the development plan, and the application for any necessary change in zoning where shopping centers are involved.
- (j) <u>Council Action.</u> Following such a public hearing, Council may modify the plan of the project consistent with the intent and purposes to be served by the provisions of this section and other provisions of this Ordinance, and may change the zoning of the site to the classification permitted the proposed development in conformity with the final plan as approved at that time. (Ord. 1990-20. Passed 11-26-90.)

City of Huron Planning & Zoning Department 417 Main Street Huron, OH 44839 419-433-5000



APPLICATION FOR FINAL PLAT APPROVAL-SUBDIVISION

To the

Huron Planning Commission Huron, Ohio

Da	tte: February 7, 2023 Application No.
	e undersigned applies for approval of a Final Plat for a Major Subdivision and certifies that all materials bmitted with this application are true and correct.
1.	Name of Applicant: James W. Murray / Andrew J. Knowles for Two Rivers, LLC
	Signature: James W. Muray, Adrew, Le Two RIVERS LIC.
	Address: Tiburon Company, LLC, 358 N. Main Street, Suite 2000, Huron, Ohio 44839
	Phone: (419) 616-0099 / cell (415) 640-0027 Fax: (419) 502-0088
2.	Name of Surveyor or Engineer: Dean R. Frederick & Associates, LLC
	Address: 4645 North Summit Street, Toledo, Ohio 43611
	Phone: (419) 340-2650 Fax: (419) 726-1995
3.	Name of Subdivision: Two Rivers, LLC
	Date of Preliminary Layout Approval: 2/15/2023 Note: approval of Conditionally Permitted Use per Huron and BZA meeting 12/12/2023
5.	Was a Zoning Change Requested? YesX_ No
	If YES, the Plat may not be approved until it conforms to the local zoning. Include a Certificate of Zoning Compliance if a change was requested. Zoning remains R-1. Huron Board of BZA approved of the Conditionally Permitted Use of a Planned Development Project within an R-1 Zoning District
6.	Does this application include a request to defer installation of sidewalks or landscaping? X Yes No.

Planning & Zoning Department 417 Main Street	
Huron, OH 44839	
419-433-5000	
If YES, the Final Plat cannot be approved unless the construction of performance bond. Applicants have discussed continuance of waiver and or performance bond.	· · · · · · · · · · · · · · · · · · ·
7. Has a Performance Guarantee been secured?	
Yes X No If YES, please attach a copy of the Perfo	
8. Have all improvements that are required to be installed been ins	stalled?
XYesNo If NO, the Final Plat cannot be approved	
9. Have Maintenance Guarantees been secured for each type of im	iprovement?
Yes X No If YES, please attach a copy of the Mainton NO, the Final Plat cannot be approved. <i>Maintenance guarantees not requi</i>	
10. Do you propose deed restrictions and/or owners association?	
XYesNo If YES, please attach a copy.	
11. List other materials submitted with this application.	
<u>ltem</u>	Number
1. Plat Drawings submitted 1/19/2023	
2. Elevations / Architectural Images	
3. Two Rivers condominium and original deed restrictions	
4. Huron Board of BZA Approval Letter 12/13/2023	
5	
6	
7	<u></u>

City of Huron

City of Huron
Planning & Zoning Department
417 Main Street
Huron, OH 44839
419-433-5000
Date Received: 2723
Date of Meeting of Planning Commission: 2\15\33
Plat Fee \$: 380. QAID 2/7/23
Action by Planning Commission:
Action by Flamming Commission.
If Plat is rejected, reasons for rejection:
Date: Director

SECTION 1. SITE PLAN APPROVAL *The application fee of \$150.00 and a complete site plan with following information must be included with this application and provided in a PDF format: Legal Survey or Plat Dimensions of the Lot/Property Lines Size and Location of the Existing Structure (if applicable) Size and Location of the Proposed Structure Front, Rear, and Side Setbacks of Existing Structure (if applicable) Front, Rear, and Side Setbacks of Proposed Structure Height of the Proposed Structure Location of Sidewalks, Driveways, Drive Aisles, Parking Areas (with markings), Fire Lanes Location of all utility connections and infrastructure Plan for any curb cut/apron connection to public street *A complete drainage plan must be included for projects that result in grading, paving, site modification, or new construction. SECTION 2. DESIGN APPROVAL (EXTERIOR, LANDSCAPING, LIGHTING, SIGNAGE) * The application fee of \$150.00 and complete plans to include the following information must be included with this application and provided in a PDF format. ___Photographs of Existing Conditions ___Elevations of Proposed Modifications Paint or Color Samples _Exterior Building Material Samples ___ Landscape Plan ____ Exterior Lighting Plan Commercial Signage- Site Plan, Colored Elevations, Description of sign materials, Illumination specifications. Complete the table below:

		Sign Type (:ircle)			Dimensions		
Cian #1.	Wall	Window	Other:	Height	Width	Display Area	i i	Height (if ground)
Sign #1: -	Ground	Changeable Copy			X	=	sq. ft.	ft.
:		Sign Type (circle)			Dimensions		
C: #2.	Wall	Window	Other:	Height	Width	Display Area	!	Height (if ground)
Sign #2: -	Ground	Changeable Copy			X	=	sq. ft.	ft.
		Sign Type (circle)			Dimensions		
Cim #2.	Wall	Window	Other:	Height	Width	Display Area	1	Height (if ground)
Sign #3: -	Ground	Changeable Copy			X	=	sq. ft.	ft.
		Sign Type (circle)			Dimensions		
Sign #4.	Wall	Window	Other:	Height	Width	Display Area		Height (if ground)
Sign #4:	Ground	Changeable Copy			Χ	8	sq. ft.	ft.

SECTION 3. DESIGN APPROVAL (COMMERCIAL SIGNAGE ONLY) * The application fee of \$50.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

_Signage Site Plan with all setback dimensions

___Rendering(s) of all signs with detail of dimensions, construction materials, graphics, illumination

		Sign Type (d	rircle)					Dimensions		
Cian #1.	Wall	Window	Other:	Height		Width	177	Display Area	1000	Height (if ground)
Sign #1:	Ground	Changeable Copy			X		=		sq. ft.	ft.
		Sign Type (d	rircle)	Man State				Dimensions		
Sign #2: -	Wall	Window	Other:	Height		Width		Display Area	7-52	Height (if ground)
31g11 # 2.	Ground	Changeable Copy			Х		=		sq. ft.	ft.
		Sign Type (c	ircle)			149		Dimensions		
Sign #2.	Wall	Window	Other:	Height		Width	1	Display Area	100000	Height (if ground)
Sign #3:	Ground	Changeable Copy			Х		=		sq. ft.	ft.
E CAU		Sign Type (c	ircle)					Dimensions		
Sign #4.	Wall	Window	Other:	Height		Width		Display Area		Height(ifground)
Sign #4:	Ground	Changeable Copy			X		=		sq. ft.	ft.

PLEASE NOTE: Upon approval from the Planning Commission, your project may require Engineering Plan review and Storm Water/Erosion Control Plan review, associated fees will apply. Zoning and/or Building Permits may be required, associated permit fees will apply. All Contractors on your project must be registered with the City. Contact the Planning and Zoning Department with any questions: 419-433-5000 ext. 1302.

 I hereby certify that I am the owner of record of the named property or that the proposed
work is authorized by the owner of record and/or I have been authorized to make this
application as an authorized agent, and we agree to conform to all applicable laws,
regulations, and ordinances. All information contained within this application and
supplemental materials is true and accurate to the best of my knowledge and belief.

Applicant Signature:

For Departmental Use Only:

Date of Submission

CITY OF HURON, ERIE COUNTY, OHIO

BEING A PARCEL OF LAND LOCATED IN PART OF ORIGINAL LOTS 19 AND 27, SECTION 1, COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL SET ON THE NORTHERLY TERMINUS OF THE CENTERLINE OF MARINA DRIVE (60 FOOT RIGHT-OF-WAY), AS RECORDED IN THE PLAT OF HURON HEIGHTS SUBDIVISION NO. 1, AS RECORDED IN PLAT VOLUME 15, PAGE 1 OF THE ERIE COUNTY PLAT RECORDS.

1. THENCE NORTH 37° 14' 50" WEST ALONG THE NORTHERLY TERMINUS OF MARINA DRIVE, A DISTANCE OF 30.14 FEET TO A 5/8" IRON PIN SET ON THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE;

2. THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY OF MARINA DRIVE AND AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 376.41 FEET, A CENTRAL ANGLE OF 4° 04' 31", A CHORD DISTANCE OF 26.77 FEET, BEARING SOUTH 56° 05' 30" WEST, AN ARC DISTANCE OF 26.77 FEET TO A 5/8" IRON PIN SET AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY RICHARD AND CAROLYN RICHARDS AS RECORDED IN RN200300630 OF THE ERIE COUNTY DEED RECORDS;

3. THENCE NORTH 42° 01' 13" WEST ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 185.77 FEET TO A 5/8" IRON PIN SET;

4. THENCE NORTH 38° 56' 13" WEST CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RICHARDS LANDS, A DISTANCE OF 121.14 FEET TO A POINT ON THE CENTERLINE OF MUD CREEK, AS LOCATED BY HARTUNG AND ASSOCIATES ENGINEER AND SURVEYORS;

5. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 56° 26' 00" EAST, A DISTANCE OF 428.00 FEET TO A POINT;

6. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 37° 45' 00" EAST, A DISTANCE OF 1,110.00 FEET TO A POINT;

7. THENCE CONTINUING ALONG THE CENTERLINE OF SAID MUD CREEK, NORTH 55° 57' 01" EAST, A DISTANCE OF 594.51 FEET TO A POINT ON THE WESTERLY LINE OF LAND NOW OR FORMERLY OWNED BY HURON LAGOONS MARINA AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS;

8. THENCE SOUTH 60° 58' 00" EAST, ALONG THE WESTERLY LINE OF SAID HURON LAGOONS MARINA LANDS AS RECORDED IN DEED VOLUME 422, PAGE 35 AND DEED VOLUME 428, PAGE 967 OF THE ERIE COUNTY DEED RECORDS, A DISTANCE OF 271.89 FEET TO A 5/8" IRON PIN

9. THENCE SOUTH 10° 54' 23" WEST, A DISTANCE OF 184.48 FEET TO A 5/8" IRON PIN SET;

10. THENCE SOUTH 25° 17' 48" WEST, A DISTANCE OF 119.36 FEET TO A 5/8" IRON PIN SET;

11. THENCE SOUTH 47° 37' 27" WEST, A DISTANCE OF 532.76 FEET TO A 5/8" IRON PIN SET;

12. THENCE SOUTH 21° 55' 36" WEST, A DISTANCE OF 215.18 FEET TO A 5/8" IRON PIN SET;

13. THENCE SOUTH 46° 19' 59" WEST, A DISTANCE OF 222.53 FEET TO A 5/8" IRON PIN SET;

15. THENCE SOUTH 42° 50' 12" WEST, A DISTANCE OF 133.76 FEET TO A 5/8" IRON PIN SET;

14. THENCE SOUTH 52° 37' 45" WEST, A DISTANCE OF 191.23 FEET TO A 5/8" IRON PIN SET;

19. THENCE SOUTH 52° 12' 02" EAST, A DISTANCE OF 70.47 FEET TO A 5/8" IRON PIN SET;

20. THENCE SOUTH 40° 37' 16" WEST, A DISTANCE OF 113.52 FEET TO A 5/8" IRON PIN SET;

21. THENCE NORTH 40° 53' 09" WEST, A DISTANCE OF 113.51 FEET TO A 5/8" IRON PIN SET;

22. THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 09° 54' 22", A CHORD DISTANCE OF 99.29 FEET,

BEARING SOUTH 54° 32' 39" WEST, AN ARC DISTANCE OF 99.42 FEET TO A 5/8" IRON PIN SET; 23. THENCE SOUTH 28° 09' 57" EAST, A DISTANCE OF 35.40 FEET TO A 5/8" IRON PIN SET;

24. THENCE SOUTH 61° 50' 03" WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON PIN SET;

25. THENCE NORTH 28° 09' 57" WEST, A DISTANCE OF 35.52 FEET TO A 5/8" IRON PIN SET;

26. THENCE SOUTH 64° 51' 20" WEST, A DISTANCE OF 19.53 FEET TO A 5/8" IRON PIN SET;

27. THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 06° 15' 34", A CHORD DISTANCE OF 106.46 FEET, BEARING SOUTH 61° 43' 34" WEST, AN ARC DISTANCE OF 106.52 FEET TO A 5/8" IRON PIN SET;

28. THENCE SOUTH 58° 35' 47" WEST, A DISTANCE OF 41.08 FEET TO A 5/8" IRON PIN SET ON THE NORTHERLY TERMINUS OF SAID MARINA DRIVE;

29. THENCE NORTH 37° 14' 50" WEST ALONG THE NORTHERLY TERMINUS OF MARINA DRIVE, A DISTANCE OF 25.13 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 22.4195 ACRES OF LAND, 12.4883 ACRES LOCATED WITHIN ORIGINAL LOT 19 AND 9.9312 ACRES LOCATED WITHIN ORIGINAL LOT 27, BUT SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

PARENT PARCEL: HEIGHTS PARTNERSHIP DEED VOLUME 409, PAGE 248.

BEARINGS ARE ASSUMED AND USED TO INDICATE ANGLES ONLY.

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED 'CD ENG

THIS DESCRIPTION WAS PREPARED BY CONTRACTORS DESIGN ENGINEERING, CONSULTING ENGINEERS AND SURVEYORS, NORWALK, OHIO IN AUGUST 2010 PER ADAM E WEAVER, REGISTERED SURVEYOR NO. 8456 FROM EXISTING RECORDS. -----R/W------ RIGHT-OF-WAY LINE

- INITIAL CONDO PLAT - UNIT 63 & 74 INST: 2010-05990 PV 49 PG 20-25 - 1ST AMENDMENT PLAT - UNIT 92 INST: 2010-06609 PV 49 PG 26

- 3RD AMENDMENT PLAT - UNIT 84 INST: 2011-09859 PV 49 PG 54-56 - 4TH AMENDMENT PLAT - UNIT 70 INST: 2014-10012 PV 50 PG 29-31 - 5TH AMENDMENT PLAT - UNIT 82 & 99 INST: 2015-02254 PV 50 PG 34-38 - 6TH AMENDMENT PLAT - UNIT 77 & 102 INST: 2015-06777 PV 50 PG 51-55

- 7TH AMENDMENT PLAT - UNIT 81 INST: 2015-09995 PV 50 PG 58-60 - 8TH AMENDMENT PLAT - UNIT 76 & 87 INS: 2016-00293 PV 50 PG 75-79 - 9TH AMENDMENT PLAT - UNIT 73 INST: 2019-01101 PV 50 PG 80-82 - 10TH AMENDMENT PLAT - UNIT 83 INST: 2016-06075 PV 50 PG 99-101

- 11TH AMENDMENT PLAT - UNIT 91 INST: 2016-06863 PV 51 PG 1-3 - 12TH AMENDMENT PLAT - UNIT 78 INST: 2016-10728 PV 51 PG 24-26 - 13TH AMENDMENT PLAT - UNIT 64 INST: 2017-02848 PV 51 PG 46-48

- 14TH AMENDMENT PLAT - UNIT 72 INST: 2017-04407 PV 51 PG 53-55 - 15TH AMENDMENT PLAT - UNIT 91 INST: 2017-05476 PV 51 PG 56-58

Ohio Utilities Protection Service



LEGEND

──PL PROPERTY LINE

—— LOT LINE

---- EASEMENT

—— - —— CENTERI INF

———— EDGE OF ASPHALT

— ss — ss — SANITARY SFWFR

---- s ----- s ---- STORM SEWER — w — w — WATER LINE

— FO — FIBER OPTIC

— G — G — GAS LINE

— — —975— — CONTOUR

— E — E — ELECTRIC LINE

— T — TELEPHONE LINE

—— C —— CABLE

SETBACK LIMIT

POWER POLE SANITARY MANHOLE STORM MANHOLE LIGHT POLE CATCH BASIN × 615.00 WATER VALVE Φ FIRE HYDRAN 616.00 WATER METER FIRE CONNECTION MB MAILBOX MONUMENT SIGN HIGHWAY SIGN SOIL BORING DECIDUOUS TREE IRON PIN FOUND TELEPHONE PEDESTAL PK NAIL FOUND G GAS METER O IPS IRON PIN SET ELECTRIC METER ♠ PKS PK NAIL SET UNDERGROUND ELECTRIC DROP ☑ HUBST HUB SET PB The Drill Hole Set

AREA: 7.8909 ACRES (343,729.45 SF) - RESERVE 'B' ~ ROADWAY & GREENSPACE AREA: 0.2215 ACRES (9,648.67 SF) - RESERVE 'C' ~ ROADWAY & GREENSPACE

AREA: 0.0682 ACRES (2,973.68 SF)

RIPARIAN BUFFER: (MUD CREEK) - PROPOSED 30' BUFFER EASEMENT ALONG THE MUD CREEK FRONTAGE ADJACENT TO THE BASE FLOOD ELEVATION = 577 AS INDICATED ON THE DECLARED PARCEL FXHIBIT. - REFER TO SHEET DPE-3 FOR FURTHER DETAILS.

UNIT DECLARATION: (REMAINING SITES) - UNIT 65 0.2891 ACRES (12,596.84 SF)

0.11.00	0.20017101120	(12,000.010.)
- UNIT 66	0.3016 ACRES	(13,137.56 SF)
- UNIT 67	0.2858 ACRES	(12,451.42 SF)
- UNIT 68	0.2774 ACRES	(12,084.02 SF)
- UNIT 69	0.2912 ACRES	(12,684.03 SF)
- UNIT 71	0.3552 ACRES	(15,474.18 SF)
- UNIT 79	0.3839 ACRES	(16,725.70 SF)
- UNIT 80	0.3923 ACRES	(17,087.01 SF)
- UNIT 85	0.3541 ACRES	(15,426.49 SF)
- UNIT 86	0.2550 ACRES	(11,108.33 SF)
- UNIT 88	0.4741 ACRES	(20,653.71 SF)
- UNIT 89	0.3080 ACRES	(13,415.92 SF)
- UNIT 90	0.3238 ACRES	(14,106.74 SF)
- UNIT 93	0.2863 ACRES	(12,473.65 SF)
- UNIT 94	0.2904 ACRES	(12,651.18 SF)
- UNIT 95	0.2902 ACRES	(12,641.19 SF)
- UNIT 96	0.2974 ACRES	(12,954.98 SF)
- UNIT 97	0.3328 ACRES	(14,498.61 SF)
- UNIT 98	0.3406 ACRES	(14,834.87 SF)
- UNIT 100	0.2967 ACRES	(12,923.57 SF)
- UNIT 101	0.2612 ACRES	(11,379.82 SF)
- UNIT 103	0.2666 ACRES	(11,611.31 SF)
- UNIT 104	0.2754 ACRES	(11,998.82 SF)
- UNIT 105	0.2700 ACRES	(11,762.66 SF)
- UNIT 106	0.2613 ACRES	(11,381.29 SF)
- UNIT 107	0.2914 ACRES	(12,695.64 SF)
- UNIT 108	0.3052 ACRES	(13,296.19 SF)

EXISTING SPOT ELEVATION PROPOPSED SPOT GRADE RRSF RAILROAD SPIKE FOUND

PARTS THEREOF. PROPERTY MONUMENTS (SET/FOUND) HAVE BEEN INDICATED ON EXHIBIT AT EACH CHANGE IN DIRECTION OF THE PHASE I BOUNDARY OF THE PLAT OR ON OFFSETS AND REFERENCED THERETO.

DEAN R. FREDERICK PROFESSIONAL SURVEYOR NO. 8131 D.R. FREDERICK & ASSOCIATES 4645 NORTH SUMMIT STREET TOLEDO, OHIO 43611

DEAN FREDERICK ~S-8131_c

OWNERS CERTIFICATION SITUATED IN PART OF ORIGINAL LOT 19 AND 27, SECTION 1, TOWNSHIP 6 NORTH, RANGE 22 WEST, CITY OF HURON,

ERIE COUNTY, OHIO CONTAINING PHASE I - 22.4195 ACRES BEING THE SAME AS CONVEYED TO JAMES & MARK MURRAY & TWO RIVERS, LLC, AN OHIO LIMITED LIABILITY COMPANY AND DESCRIBED IN THE DEED(S) RECORDED IN ERIE COUNTY RECORDER'S OFFICE, OHIO.

THE UNDERSIGNED JAMES W. MURRAY. TWO RIVERS. LLC HEREBY CERITFY THE THE ATTACHED DECLARED PARCEL EXHIBIT CORRECTLY REPRESENTS THEIR PLANNED DEVELOPMENT PROJECT - TWO RIVERS PHASE I, A SUBDIVISION OF LOTS NUMBERED 65-69, 71, 79-80, 85-86, 88-90, 93-98, 100-101 & 103-108 (TOTAL 27 DECLARATION PARCELS AND RESERVES/COMMON AREAS) PURSUANT TO ORC SEC 5311.07, AND TO HEREBY ACCEPT THIS PLAT OF THE SAME AND DEDICATE TO PRIVATE USE AS SUCH ALL OR PARTS OF THE ROADS, BOULEVARDS, CUL-DE-SACS, RESERVES/EASEMENTS FOR FUTURE ACCESS, PLANTING STRIPS, ETC., SHOWN FOR DECLARATION.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF HURON, OHIO FOR THE BENEFIT OF HIMSELF/HERSELF AND ALL OTHER SUBDEQUENT OWERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

IN WITNESS THEREOF	DAY OF, 20
WITNESSES	JAMES W. MURRAY, TWO RIVERS, LLC
	JAMES W. MURRAY
STATE OF OHIO	

COUNTY OF _____

20 , BEFORE ME PERSONALLY APPEARED TWO RIVERS, LLC, BY JAMES W. MURRAY, ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE THEIR FREE ACT AND DEED FOR THE PURPOSES HEREIN MENTIONED, WITNESS MY HAND AND SEAL THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC IN & FOR _____

MY COMMISSION EXPIRES ON

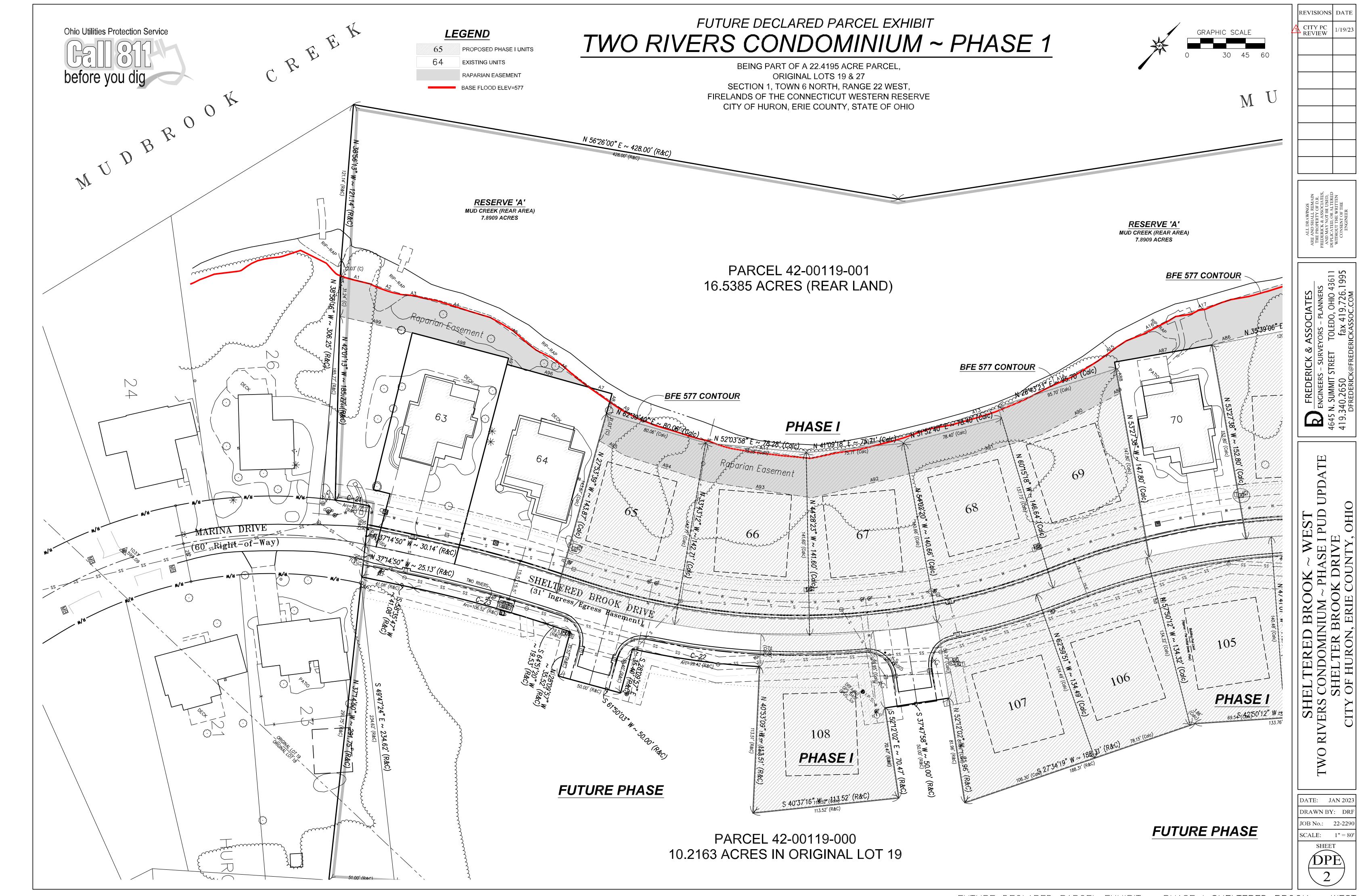
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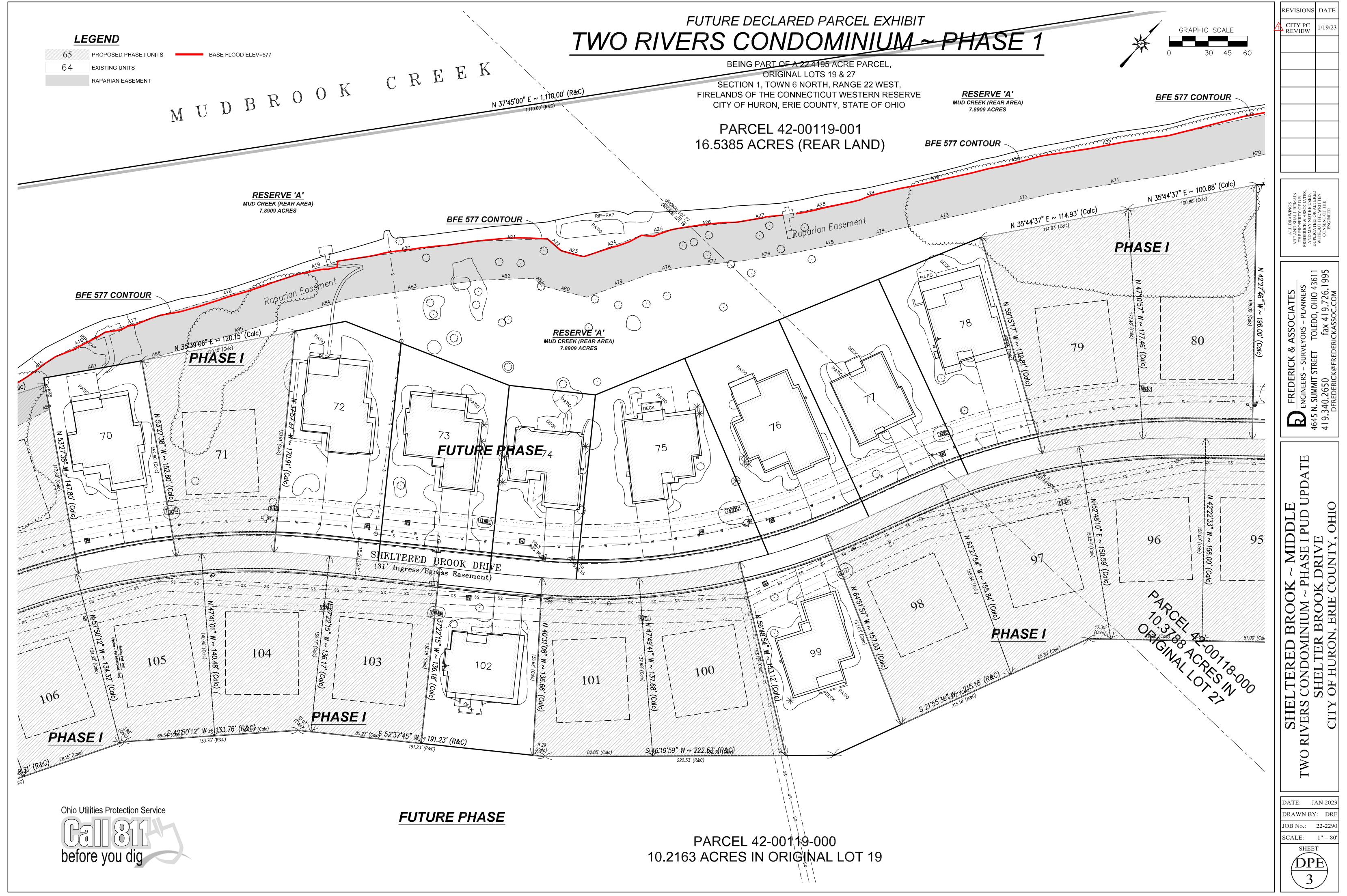
CITY PC

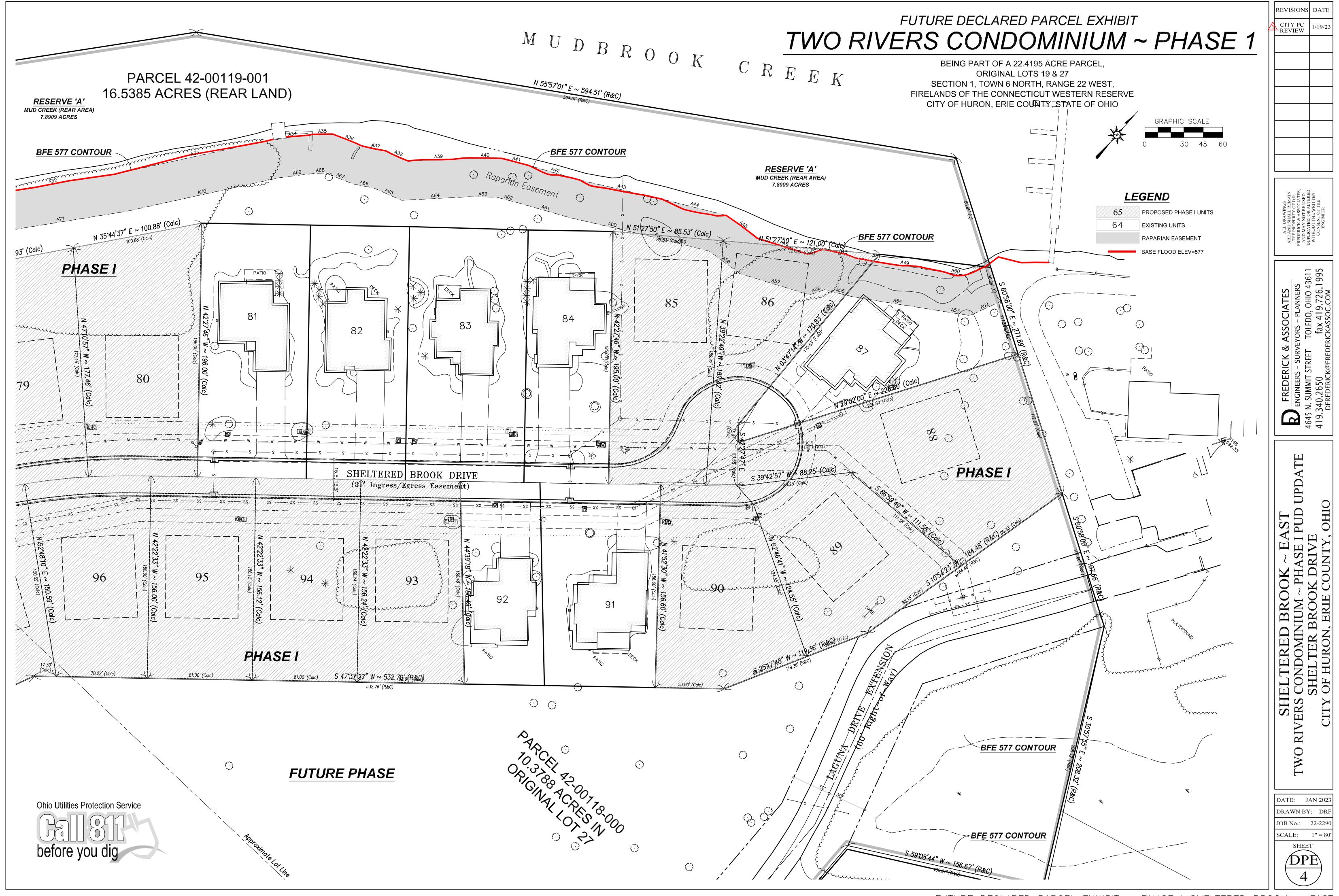
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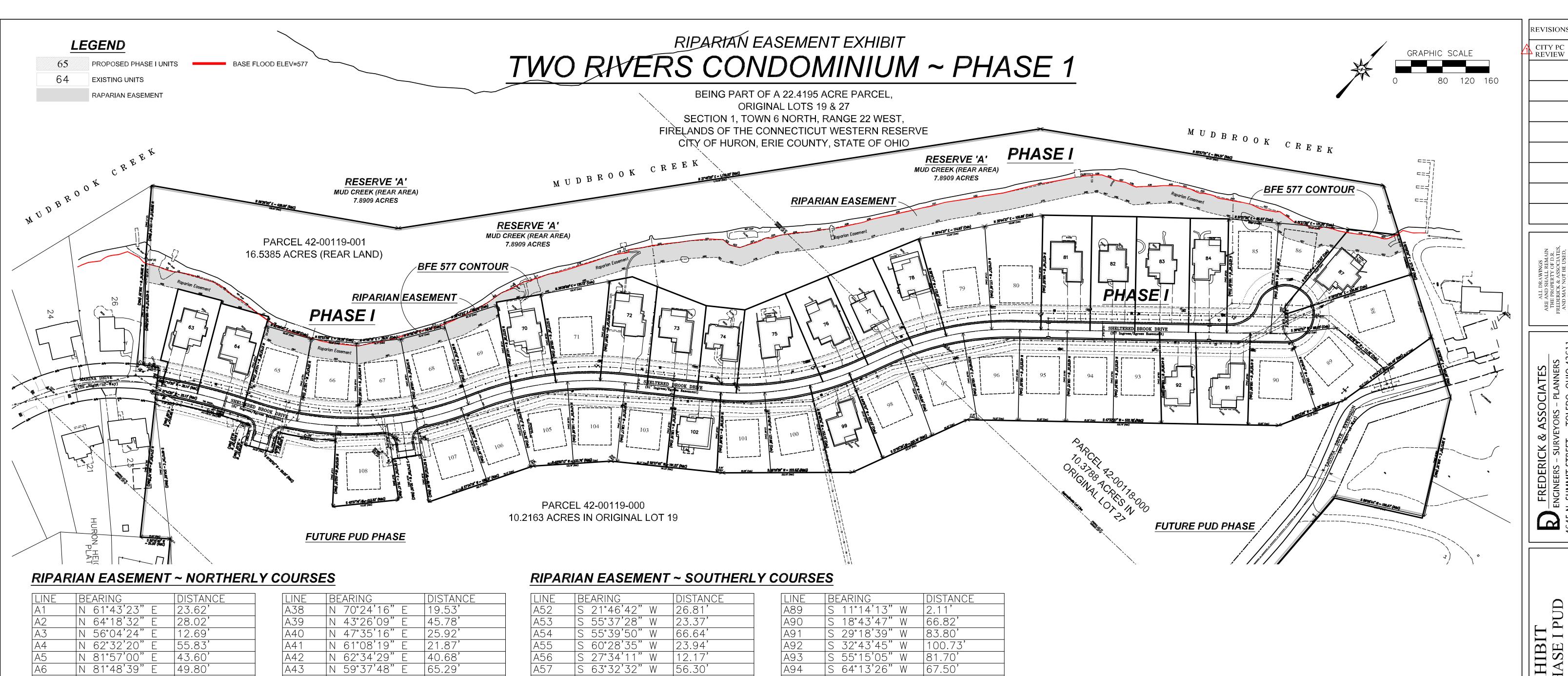
DRAWN BY: DRI JOB No.: 22-2290 SCALE: 1'' = 80'SHEET

DATE: JAN 2023









LINE A1	BEARING	DISTANCE
A1		23.62'
A2	N 64°18'32" E	28.02'
A2 A3 A4 A5 A6	N 56°04'24" E	12.69'
A4	N 62°32'20" E	55.83'
A5	N 81°57'00" E	43.60'
A6	N 61°43'23" E N 64°18'32" E N 56°04'24" E N 62°32'20" E N 81°57'00" E N 81°48'39" E N 62°08'58" E S 27°53'39" E	23.62' 28.02' 12.69' 55.83' 43.60' 49.80' 18.72' 6.64'
Α7	N 62°08'58" E S 27°53'39" E	18.72'
A8	S 27°53'39" E	6.64'
A9 A10 A11 A12	N 76°54'04" E N 64°13'26" E N 55°15'05" E N 32°43'45" E	27.51' 61.82' 73.37' 93.86'
A10	N 64°13'26" E	61.82'
A11	N 55°15'05" E	73.37'
A12	N 32°43'45" E	93.86'
A13	IN 291839 E	80.13' 62.07' 27.31'
A14	N 18°43'47" E	62.07'
A15 A16	N 11°14'13" E	27.31'
A16	N 20°18'22" E	42.60'
A17 A18	N 29°34'26" E	44.76'
A18	N 29°58'31" E	108.17'
IA19	N 28°21'35" E N 38°18'57" E	34.29'
A20	N 38°18'57" E	1106.67′ l
A21 A22 A23	N 44°43'01" E N 87°27'37" E N 60°30'51" E	55.82' 13.54'
A22	N 87°27'37" E	13.54'
A23	N 60°30'51" E	18.97' 46.59'
A24	N 26°15'42" E	46.59'
A25	N 35°52'27" E	27.09'
A26	N 40°16'46" E	47.79'
A27	N 38°02'22" E N 35°16'51" E N 28°21'23" E N 33°49'55" E N 33°08'12" E N 37°21'55" E	27.09' 47.79' 35.25' 60.78' 17.29'
A28	N 35°16'51" E	60.78'
A29	N 28°21'23" E	17.29'
A30	N 33°49'55" E	84.55'
A31	N 33°08'12" E	42.57'
A32	N 37°21'55" E	101.16'
A25 A26 A27 A28 A29 A30 A31 A32 A33 A34 A35 A36	N 60°30′51″ E N 26°15′42″ E N 35°52′27″ E N 40°16′46″ E N 38°02′22″ E N 35°16′51″ E N 28°21′23″ E N 33°49′55″ E N 33°08′12″ E N 37°21′55″ E N 34°11′27″ E N 39°28′50″ E	122.91'
A34		30.24
A35	N 45°31'56" E	15.69'
A36	N 68°01'25" E N 57°56'57" E	17.29 84.55' 42.57' 101.16' 122.91' 30.24' 15.69' 26.18'
A37	N 57°56'57" E	17.11'

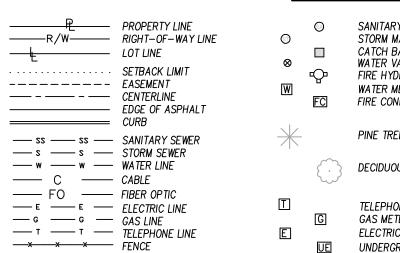
LINE	BEARING	DISTANCE
A38	N 70°24'16" E	19.53'
A39	N 43°26'09" E	45.78'
A40	N 47°35'16" E	25.92'
A41	N 61°08'19" E	21.87'
A42	N 62°34'29" E	40.68'
A43	N 59°37'48" E	65.29'
A44	N 60°45'07" E	50.87'
A45	N 82°47'38" E	30.07
A46	N 63°32'32" E	41.48'
A47	N 27°34'11" E	11.29'
A48	N 60°28'35" E	31.54'
A49	N 55°39'50" E	65.37'
A50	N 55°37'28" E	14.23'
A51	N 21°46'42" E	21.50'

<u>RIPAH</u>	KIAN EASEMENT	~ SOUTHERL
LINE	IRFARING	DISTANCE
A52	S 21°46'42" W	26.81
A5.3	S 55°37'28" W	23.37
A52 A53 A54 A55	S 55°39'50" W	66.64
A55	S 60°28'35" W	23.94
A56	S 27°34'11" W	12.17'
A56 A57 A58 A59	BEARING S 21°46'42" W S 55°37'28" W S 55°39'50" W S 60°28'35" W S 27°34'11" W S 63°32'32" W S 82°47'38" W S 60°45'07" W S 59°37'48" W S 62°34'29" W S 61°08'19" W S 47°35'16" W S 43°26'09" W S 70°24'16" W S 70°24'16" W S 57°56'57" W S 68°01'25" W S 45°31'56" W S 39°28'50" W S 34°11'27" W S 37°21'55" W S 33°08'12" W S 33°49'55" W	DISTANCE 26.81' 23.37' 66.64' 23.94' 12.17' 56.30' 29.32' 44.74' 65.77' 41.08' 17.93' 21.27' 51.88' 23.45'
A58	S 82°47'38" W	29.32'
A59	S 60°45'07" W	44.74
A60	S 59°37'48" W	65.77
A61	S 62°34'29" W	41.08'
A62	S 61°08'19" W	17.93'
A63	S 47°35'16" W	21.27'
A64	S 43°26'09" W	51.88'
A65	S 70°24'16" W	23.45'
A66	S 57°56'57" W	16.48' 22.86' 8.14'
A67	S 68°01'25" W	22.86'
A68	S 45°31'56" W	8.14'
A69 A70 A71 A72	S 59°37'48" W S 62°34'29" W S 61°08'19" W S 47°35'16" W S 43°26'09" W S 70°24'16" W S 57°56'57" W S 68°01'25" W S 45°31'56" W S 39°28'50" W S 34°11'27" W S 37°21'55" W S 33°08'12" W S 33°49'55" W	127.27'
A70	S 34°11'27" W	122.36'
A71	S 37°21'55" W	100.88'
A72	S 33°08'12" W	41.64
A73	S 33°49'55" W	83.29´
A74	S 28°21'23" W	117 67'
A75	S 35°16'51" W	63.32'
A76	S 38°02'22" W	36.56'
A77	S 40°16'46" W	47.22'
A78	S 35°52'27" W	23.41'
A75 A76 A77 A78 A79 A80 A81 A82 A83	S 26°15'42" W	63.32' 36.56' 47.22' 23.41' 53.31' 35.40' 8.98'
08A	S 60°30'51" W	35.40'
A81	S 87°27'37" W	8.98'
A82	S 44°43'01" W	42.41'
A83	S 38°18'57" W	102.38'
A84 A85	S 28°21'35" W	32.10'
A85	S 29°58'31" W	108.49
A86 A87	S 31°25'28" W	24.19
A87	S 33°49'55" W S 28°21'23" W S 35°16'51" W S 38°02'22" W S 40°16'46" W S 35°52'27" W S 26°15'42" W S 60°30'51" W S 87°27'37" W S 44°43'01" W S 38°18'57" W S 28°21'35" W S 29°58'31" W S 31°25'28" W S 36°32'22" W S 53°27'38" E	102.38' 32.10' 108.49' 24.19' 76.50'
A88	S 53°27'38" E	24.12'

LINE	BEARING	DISTANCE
A89	S 11°14'13" W	2.11'
A90	S 18°43'47" W	66.82
A91	S 29°18'39" W	83.80'
A92	S 32°43'45" W	100.73
A93	S 55°15'05" W	81.70'
A94	S 64°13'26" W	67.50'
A95	S 76°54'04" W	22.92'
A96	S 62°08'58" W	65.68'
A97	N 28°41'21" W	5.00'
A98	S 61°18'39" W	77.18'
A99	S 59°26'27" W	57.48'



LEGEND



----975--- CONTOUR

<u>END</u>		
SANITARY MANHOLE	ø	POWER POLE
STORM MANHOLE CATCH BASIN	Ø	LIGHT POLE
WATER VALVE	× 615.00	EXISTING SPOT ELEVATION
FIRE HYDRANT WATER METER	616.00	PROPOPSED SPOT GRADE
FIRE CONNECTION	MB	MAILBOX
	\longrightarrow	MONUMENT SIGN
PINE TREE	, φ	HIGHWAY SIGN
	-	SOIL BORING
DECIDUOUS TREE	⊚ IPIPEF	IRON PIPE FOUND
	RRSF	RAILROAD SPIKE FOUND
TELEPHONE PEDESTAL	O IPF	IRON PIN FOUND
GAS METER		PK NAIL FOUND IRON PIN SET
ELECTRIC METER	PKS	PK NAIL SET
UNDERGROUND ELECTRIC DROP	HUBST	HUB SET
PULL BOX	DHS	DRILL HOLE SET

RIPARIAN EASMENT EXHIBIT
TWO RIVERS CONDOMINIUM ~ PHASE I PUD
SHELTER BROOK DRIVE
CITY OF HURON, ERIE COUNTY, OHIO

DRAWN BY: DRF JOB No.: 22-2290 SCALE: 1'' = 80'SHEET

DATE: JAN 2023

TWO RIVERS CONDOMINIUM ~ PHASE 1

" A PUD DEVELOPMENT "

PARCEL 42-00117-000 ~ 6.164 ACRES IN ORIGINAL LOT 18 PARCEL 42-00119-000 ~ 10.2163 ACRES IN ORIGINAL LOT 19 PARCEL 42-00118-000 ~ 10.3788 ACRES IN ORIGINAL LOT 27

> OWNER: JAMES & MARK MURRAY COMMON AREA:

PARCEL 42-00119-001 ~ 16.5385 ACRES (REAR LAND)

OWNER: TWO RIVERS, LLC

BEING PART OF A 49.8722 ACRE PARCEL ORIGINAL LOTS 18, 19 & 27

SECTION 1, TOWN 6 NORTH, RANGE 22 WEST, FIRELANDS OF THE CONNECTICUT WESTERN RESERVE CITY OF HURON, ERIE COUNTY, STATE OF OHIO

SITE PLAN APPROVAL PARAMETERS

PUD APPROVAL PROCESS

CITY OF HURON PLANNING COMMISSION & COUNCIL

~ TITLE ONE - SUBDIVISION REGULATIONS EFFECTIVE FEBRUARY 8. 2022 CITY OF HURON ~ ZONING RESOLUTION EFFECTIVE FEBRUARY 8, 2022

AS PART OF THE PRELIMINARY PLAN FOR THE TWO RIVERS CONDOMINIUM

BASED ON CITY OF HURON

~ R-1 ONE & TWO FAMILY RESIDENTIAL

~ R-1 / PUD APPROVAL ~ ONE & TWO FAMILY RESIDENTIAL

~ HURON PLANNING COMMISSION SEPTEMBER 21, 2005

SEE SHEET 2 FOR OVERALL DEVELOPMENT PLAN

DESIGN PARAMETERS

- OHIO ENVIRONMENTAL PROTECTION AGENCY STANDARDS & SPECIFICATIONS

- ERIE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES STANDARDS & SPECIFICATIONS - CITY OF HURON / ERIE COUNTY STORMWATER MANAGEMENT RULES, REGULATIONS & SOI

EROSION CONTROL - CITY OF HURON SUBDIVISION REGULATIONS

PROPERTY BOUNDARY BASED ON BOUNDARY SURVEY COMPLETED BY HARTUNG & ASSOCIATES IN JULY OF 1998. THE LIMITS OF DEVELOPMENT FOR THE TWO RIVERS CONDOMINIUM ~ PUD

TOPOGRAPHIC DATA AND CONTOUR INFORMATION ARE BASED ON A COMBINATION OF AN AERIAL SURVEY COMPLETED BY CT CONSULTANTS IN JUNE 2022 AND ADDITIONAL FIELD SURVEY OPERATIONS CONDUCTED BY D.R. FREDERICK & ASSOCIATES IN MAY 2022, SURVEY INFORMATIONS PREPARED UNDER THE SUPERVISION OF DEAN R. FREDERICK, OHIO PROFESSIONAL SURVEYOR NO.

FLOOD PLAIN DATA:

- PORTIONS OF THE PROPERTY ARE LOCATED WITHIN FLOOD ZONE AE - MUD BROOK & HURON

- AS DESIGNATED AND DENOTED ON THE SURVEY AS FOLLOWS:

COMMUNITY PANEL # 39043 C 0114 E & 39043 C 0118 D - OF THE FEDERAL FLOOD INSURANCE RATE MAPS EFFECTIVE DATE NOVEMBER 19, 2014 & AUGUST 28, 2008

BASE FLOOD ELEVATION: 577 for MUDBROOK CREEK

SOIL DATA:

BASED ON THE WEB SOIL SURVEY (HTTP://WEBSOILSURVEY.NRCS.USDA.GOV) DOWNLOADED MAY 2022 THE SITE IS COMPOSED OF THE FOLLOWING:

FnA ~ FLUVAQUENTS, SILTY, 0 TO 1% SLOPES (K FACTOR = 0.00 FREQUENTLY FLOODED) KbA ~ KIBBIE FINE SANDY LOAM, 0 TO 2% SLOPES (K FACTOR = 0.24 LOW RISK OF EROSION) TuA ~ TUSCOLA FINE SANDY LOAM, 0 TO 2& SLOPES (K FACTOR = 0.20 LOW RISK OF EROSION) TuB ~ TUSCOLA FINE SANDY LOAM 2 TO 6% SLOPES (K FACTOR = 0.20 LOW RISK OF EROSION) ZuD2 ~ ZURICH SILT LOAM, 12 TO 18% SLOPES (K FACTOR = 0.43 MODERATE RISK OF EROSION) ZuE2 ~ ZURICH SILT LOAM, 18 TO 25% SLOPES (K FACTOR = 0.43 MODERATE RISK OF EROSION) ZuF ~ ZURICH SILT LOAM, 25 TO 40% SLOPES (K FACTOR = 0.37 MODERATE RISK OF EROSION)

AT THE TIME OF PLAN PREPARATION, A SOIL EXPLORATION / GEOTECHNICAL REPORT HAD NOT BEEN COMPLETED FOR THE CURRENT PROJECT AREA. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL REQUEST A COPY OF ANY / ALL NEW REPORTS THAT MAY HAVE BEEN GENERATED FOR THE CURRENT DEVELOPMENT AREA, AND ABIDE BY ANY / ALL ADDITIONAL REQUIREMENTS CONTAINED WITHIN THE NEW REPORT(S), WHETHER SHOWN ON THESE PLANS OR NOT. ANY DISCREPANCIES BEWTEEN THE NEW REPORT(S) AND THESE PLANS SHALL BE COORDINATED WITH THE ENGINEER PRIOR TO CONSTRUCTION.

TENTATIVE CONSTRUCTION SCHEDULE

START OF CONSTRUCTION; OCTOBER 2022 END OF CONSTRUCTION: OCTOBER 2024

1.) OBTAIN REQUIRED PERMITS FROM OHIO EPA & CITY OF HURON. 2.) CONSTRUCTION OF SILT FENCE & CONSTRUCTION ENTRANCE. 3.) DEMOLITION OF ITEMS DESIGNATED FOR REMOVAL.

4.) MASS GRADING. 5.) PROPOSED UTILITY CONSTRUCTION. (PROVIDE INLET PROTECTION & OUTLET PROTECTION AT DESIGNATED DRAINAGE STRUCTURES)

6.) TEMPORARY STABILIZATION OF DISTURBED AREAS. (THROUGHOUT CONSTRUCTION) 7.) CONTINUING MAINTENANCE OF SEDIMENT & EROSION CONTROL PRACTICES. (THROUGHOUT CONSTRUCTION)

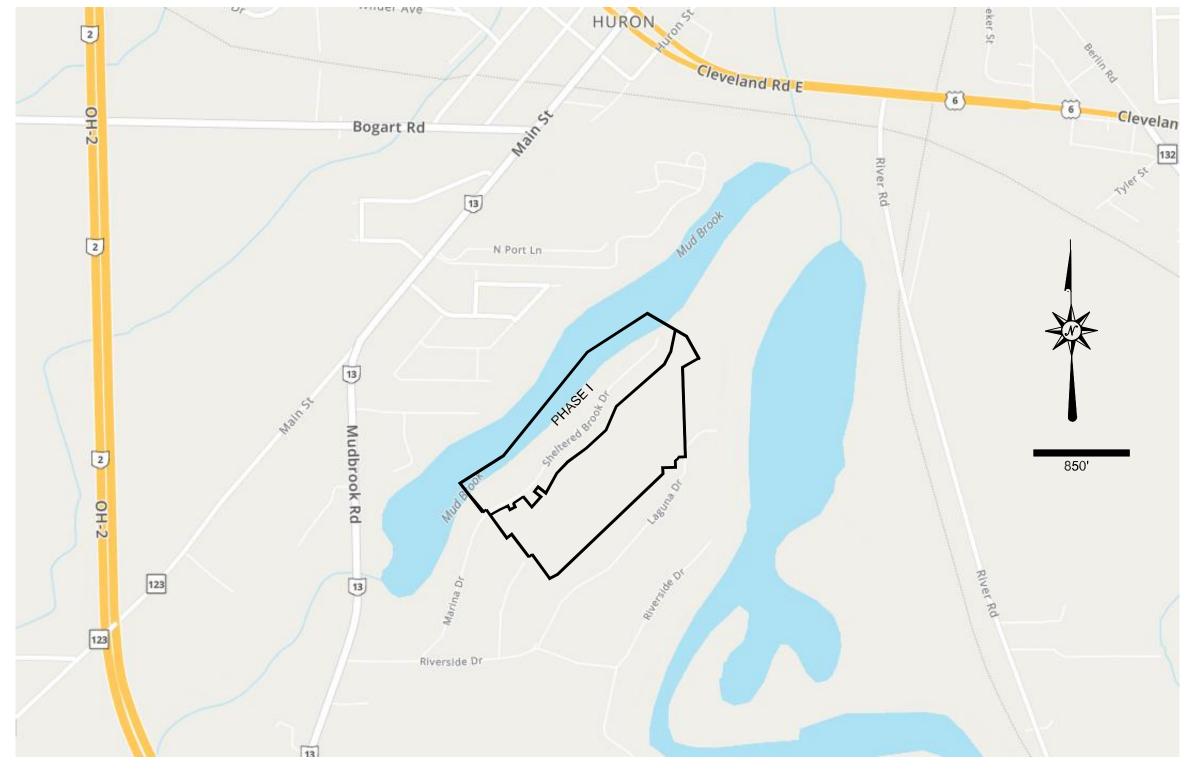
8.) PROPOSED ROADWAY CONSTRUCTION. (UTILIZE CONCRETE WASHOUT FACILITY DURING CURB CONSTRUCTION)

9.) FINAL GRADING AND BACKFILL ADJACENT TO FINISHED PAVEMENT SURFACES.

10.) PERMANENT SEEDING & MULCHING.

11.) REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL PRACTICES AFTER VEGETATIVE GROWTH HAS BEEN ESTABLISHED OVER DISTURBED AREAS.

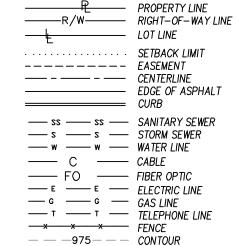
12.) FILE NOTICE OF TERMINATION WITH ALL PERMIT AGENCIES.



LOCATION MAP SCALE: 1" = 1,000'

Ohio Utilities Protection Service







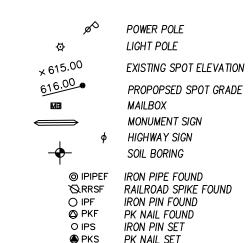
GAS METER

ELECTRIC METER

UNDERGROUND ELECTRIC DROP

G

UE



☐ HUBST HUB SET

PUD APPROVAL

PURSUANT TO ACTIONS OF CITY OF HURON, BOARD OF BUILDING AND ZONING APPEALS PLANNED DEVELOPMENT PROJECT - TWO RIVERS PHASE I APPROVED CONDITIONALLY PERMITTED USE PER ZONING SECTION 1123.01(b)

SHEET INDEX

C-1 - TITLE SHEET C-2 - PARCEL INFORMATION C-3 - OVERALL TOPOGRAPHIC C-4 - SHELTERED BROOK DRIVE ~ WEST C-5 - SHELTERED BROOK DRIVE ~ MIDDLE C-6 - SHELTERED BROOK DRIVE ~ EAST C-7 - OVERALL WITH AERIAL OVERLAY C-8 - TYPICAL LOT SWPPP

DPE-3 - DECLARED PARCEL EXHIBIT - MIDDLI DPE-4 - DECLARED PARCEL EXHIBIT - EAST DPE-5 - RIPARIAN BUFFER EASEMENT

ODOT STANDARD DRAWINGS

CB-1.1 ~ CATCH BASIN NO's 2-2A & B CB-1.2 ~ CATCH BASIN NO's 2-3 & 2-4 CB-1.3 ~ CATCH BASIN NO's 2-5 & 2-6 CB-2.3 ~ CATCH BASIN NO. 6 HW-2.1 ~ HALF-HEIGHT HEADWALLS FOR PLASTIC PIPE DM-4.4 ~ CONSTRUCTION EROSION CONTROL (GEOTEXTILE DITCH CHECK) MH-1.2 ~ MANHOLE NO. 3

ODOT SUPPLEMENTAL SPECIFICATIONS

SS 800 ~ REVISIONS TO THE 2019 CONSTRUCTION & MATERIAL SPECIFICATIONS (1/15/21) SS 832 ~ TEMPORARY SEDIMENT AND EROSION CONTROL (10/19/18)

UTILITIES - CONTACT INFORMATION

SANITARYSEWER / WATER MAIN CITY OF HURON - STREET DEPT ERIE COUNTY DEPT. OF ENVIRONMENTAL SERVICES CITY OF HURON - STREET DEPT 10 WATERWORKS DRIVE 10 WATERWORKS DRIVE 554 RIVER ROAD HURON, OHIO 44839 HURON, OHIO 44839 HURON, OHIO 44839 419-433-9504 419-433-9504 419-433-7303 STEVE DIDELOT, STREET FOREMAN STEVE DIDELOT, STREET FOREMAN DAVE MOYER, UTILITIES DIRECTOR

COLUMBIA GAS OF OHIO

2508 WEST PERKINS AVENUE 1800 BROAD AVE. SANDUSKY, OHIO 44870 FINDLAY, OHIO 45840 419-627-6881 419-427-3227 PHONE CABLE AT&T OF OHIO **BUCKEYE CABLE SYSTEM** 130 N. ERIE STREET, ROOM 206 4818 ANGOLA ROAD

TOLEDO, OHIO 43604 TOLEDO, OHIO 43615 419-245-5004 419-724-3768

DEVELOPER:

ELECTRIC

OHIO EDISON

THOMAS J. MURRAY & ASSOCIATES 358 NORTH MAIN STREET HURON, OHIO 44839 CONTACT: JIM MURRAY PHONE: 419-616-0097

CORINTHIAN FINE HOMES 6045 MEMORIAL DRIVE DUBLIN, OHIO 43017 CONTACT: SCOTT SHIVELY PHONE: 614-766-7955

CIVIL ENGINEER:

D.R. FREDERICK & ASSOCIATES 5109 NORTH SUMMIT STREET TOLEDO, OHIO 43611 DEAN FREDERICK, PE, PS PHONE: 419-340-2650



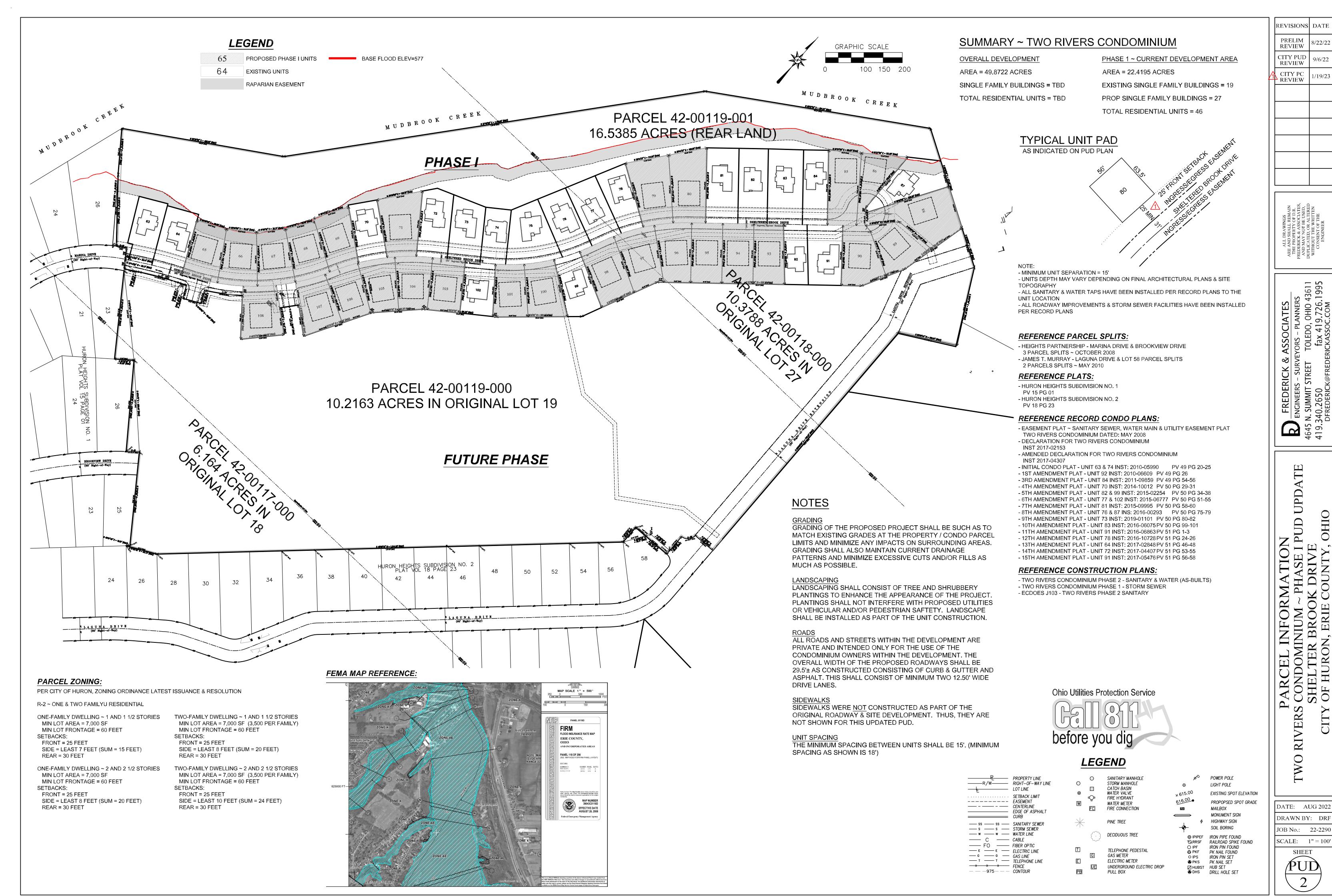
1/19/2023

DATE

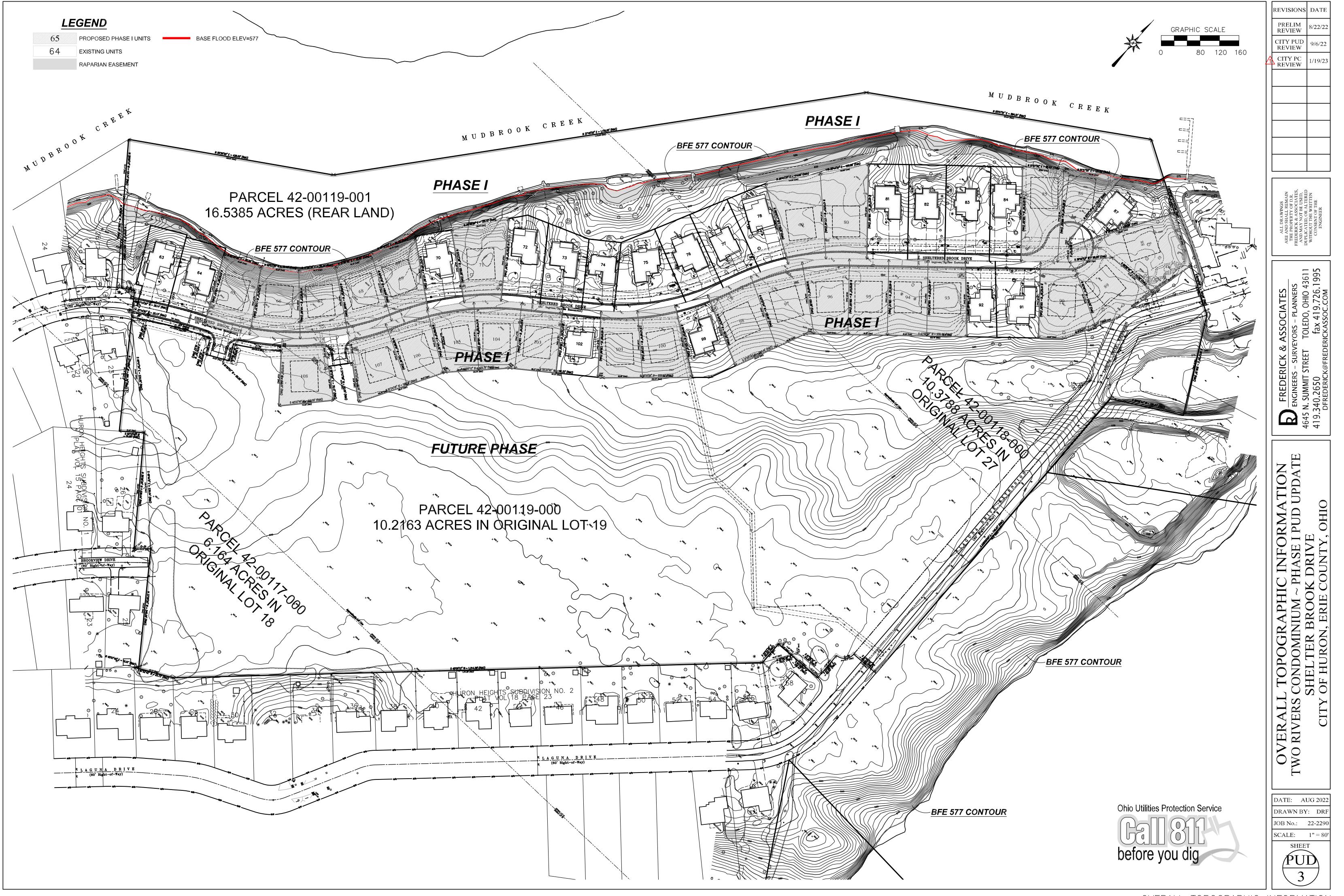
DEAN R. FREDERICK PROFESSIONAL ENGINEER E-61807

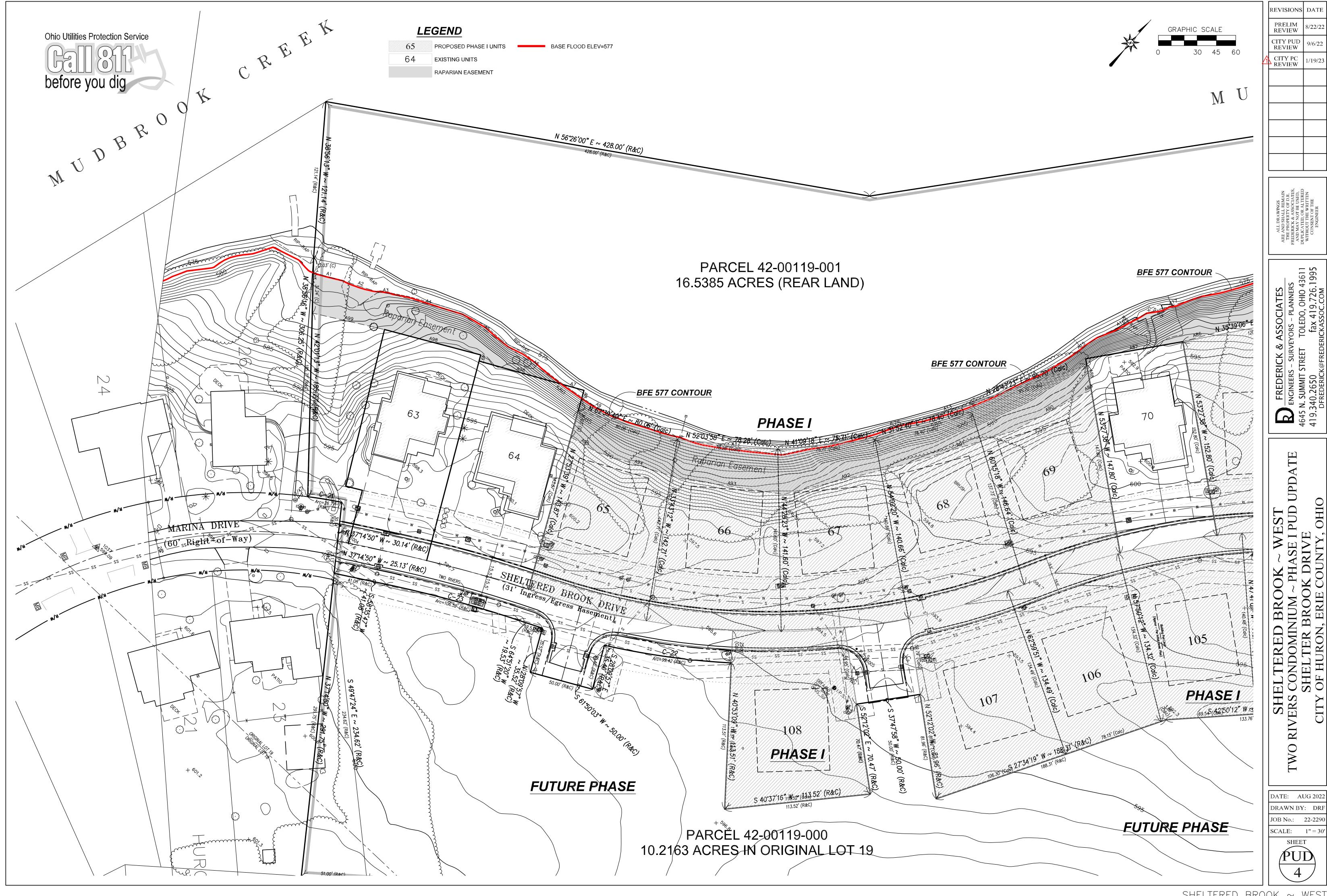
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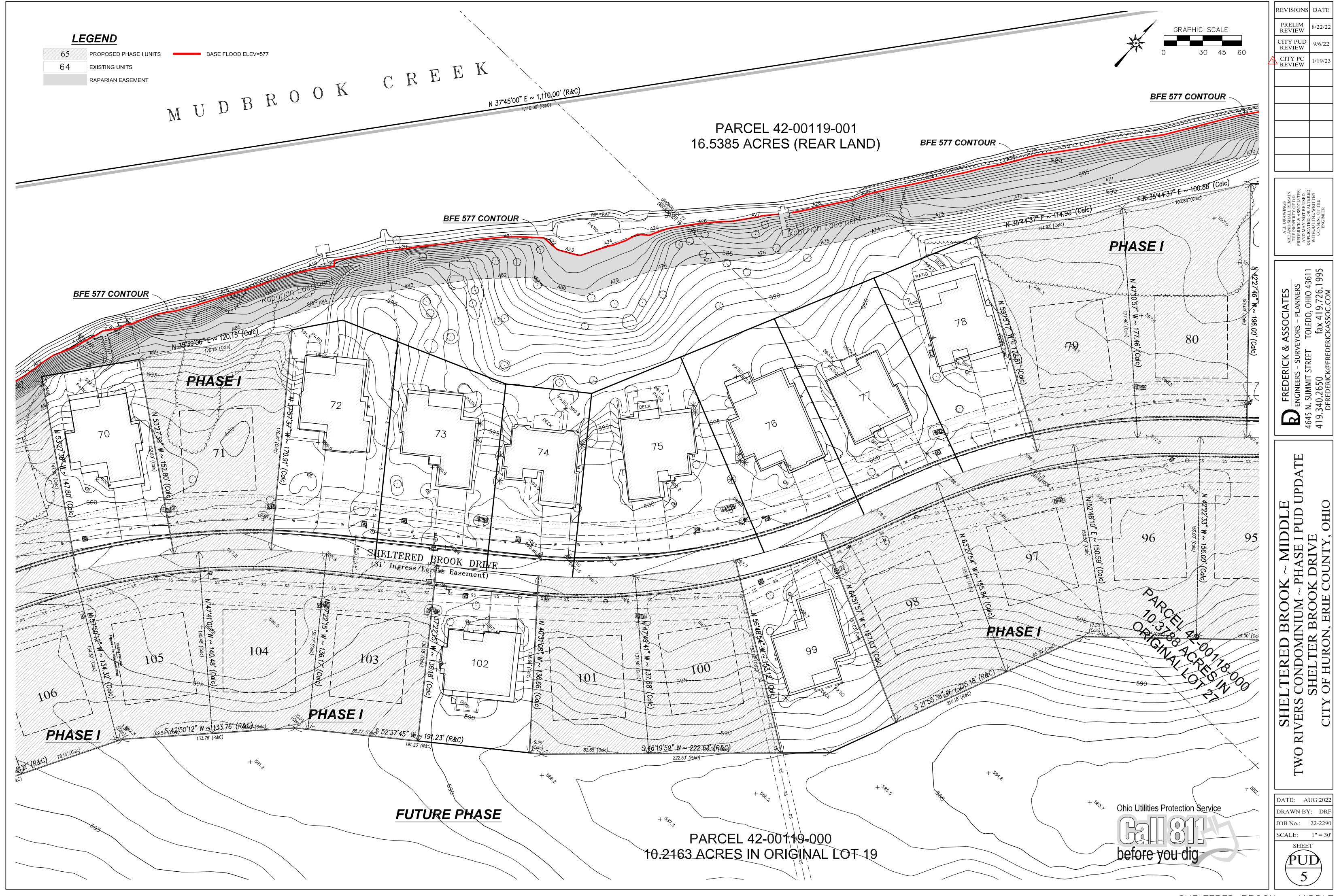
DATE: AUG 2022 DRAWN BY: DRI JOB No.: 22-2290 SCALE: SHEET

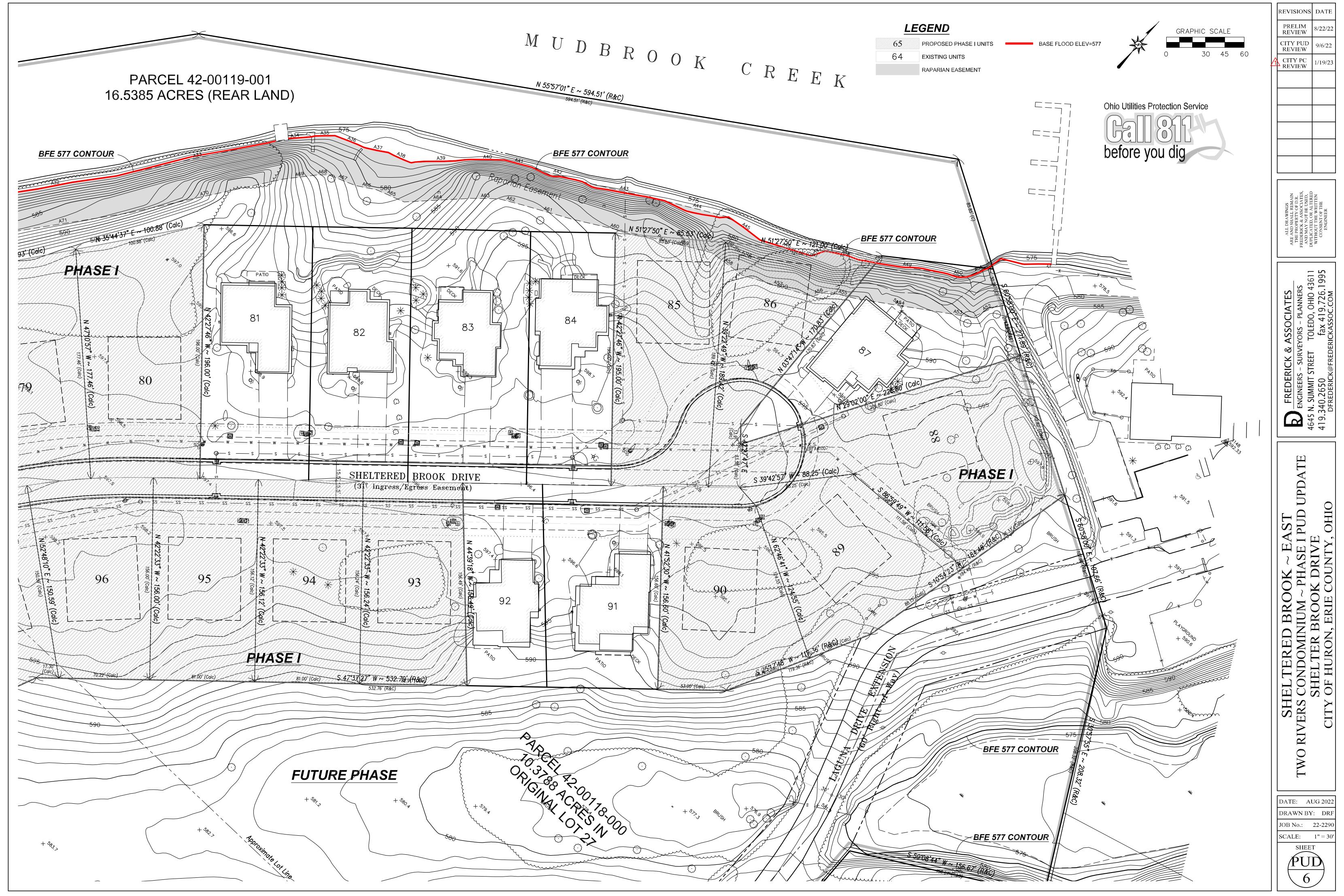


PARCEL INFORMATION











REVISIONS DATE

PRELIM 8/22/22

CITY PUD 9/6/22

CITY PC 1/19/23

REVIEW 1/19/23

ARE AND SHALL REMAIN
THE PROPERTY OF D.R.
FREDERICK & ASSOCIATES,
AND MAY NOT BE USED,
DUPLICATED, OR ALTERED
WITHOUT THE WRITTEN
CONSENT OF THE
ENGINEER

GINEERS – SURVEYORS – PLANNERS
SUMMIT STREET TOLEDO, OHIO 43611
1.2650 fax 419.726.1995
REDERICK@FREDERICKASSOC.COM

OVERALL TOPOGRAPHIC AERIAL OVERL
TWO RIVERS CONDOMINIUM ~ PHASE I PUD UPDA
SHELTER BROOK DRIVE

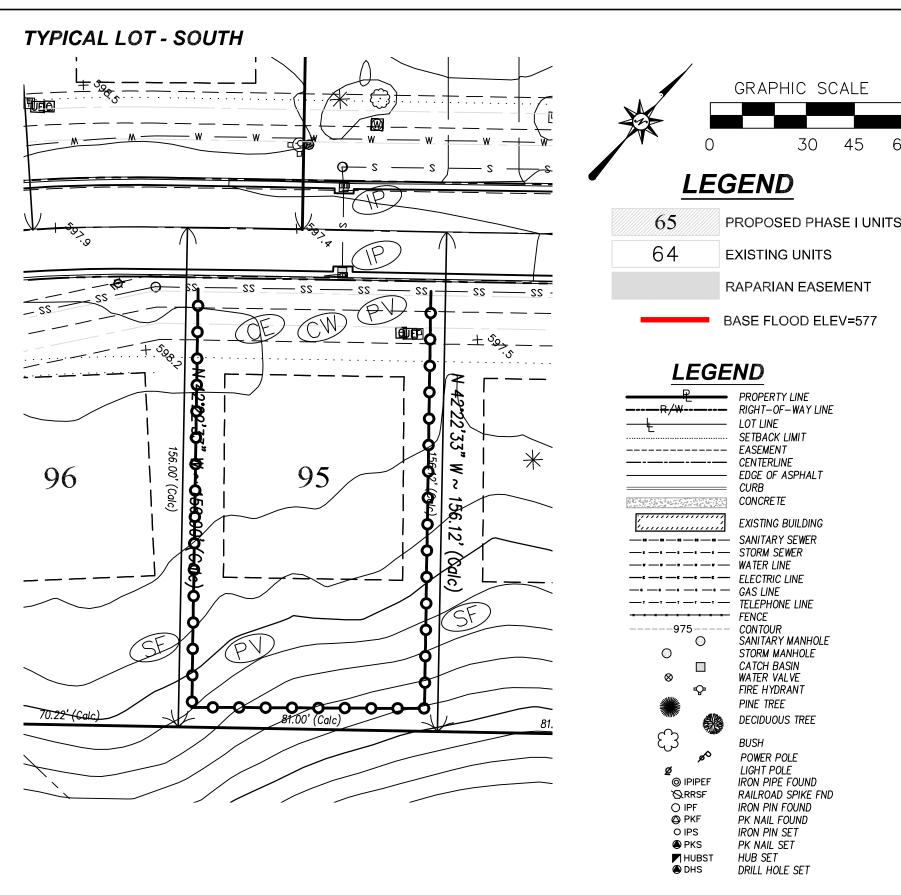
DATE: AUG 2022

DRAWN BY: DRF

JOB No.: 22-2290

SCALE: 1" = 80'

SHEET



INDIVIDUAL LOT BUILDING AREA - SUBJECT SITE TOTAL DISTURBED AREA: 0.00 ACRES (TO BE DETERMINED)

NOI PERMIT NO: NOT APPLICABLE < 1 ACRE

OHIO EPA ISSUE DATE: NOT APPLICABLE

ALL REQUIREMENTS CONTAINED WITHIN THE OHIO EPA GENERAL PERMIT NO. OHC000005 SHALL BE ADHERED TO AT ALL TIMES THROUGHOUT CONSTRUCTION. A COPY OF THIS PERMIT SHALL BE ATTACHED TO THIS SWPPP PLAN AND MAINTAINED ONSITE THROUGHOUT CONSTRUCTION.

LEGEND

30

STORM MANHOLI

WATER VALVE

FIRE HYDRAN

IRON PIPE FOUND

45 60

(CE)CONSTRUCTION ENTRANCE (T)

 \mathbb{N} CONCRETE WASHOUT (T))INLET PROTECTION (T)

 $_{ackslash}(ackslash)$ DITCH CHECK (T)

)SILT FENCE (T) **-(**)- $(\cap \forall \)$ OUTLET PROTECTION/RIP-RAP (P.

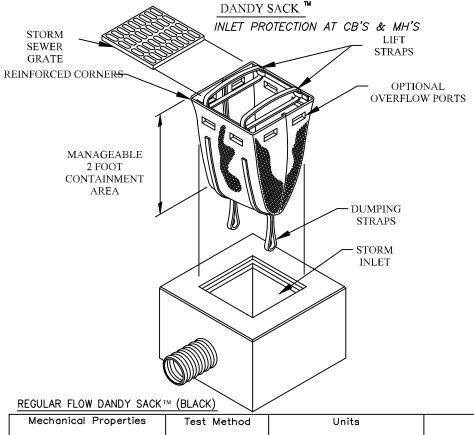
(P) PERMANENT VEGETATION (P) (T) TEMPORARY / (P) PERMANENT

LIMITS OF DISTURBANCE

NAME & CONTACT INFORMATION FOR PERSON RESPONSIBLE FOR **AUTHORIZING & AMENDING SWPPP BUILDING GENERAL CONTRACTOR**

ADDRESS CITY, STATE ZIP CODE PHONE: 000-000-0000 ATTN: SITE CONTACT NAME

DEVELOPER **ADDRESS** CITY, STATE ZIP CODE PHONE: 000-000-0000 ATTN: SITE CONTACT NAME



REGULAR FLOW DANDY SACK™ (BLACK)										
Mechanical Properties	Test Method	Units	MARV							
Grab Tensile Strength	ASTM D 4632	kN (lbs)	1.78 (400) x 1.40 (315)							
Grab Tensile Elongation	ASTM D 4632	%	15 x 15							
Puncture Strength	ASTM D 4833	kN (lbs)	0.67 (150)							
Mullen Burst Strength	ASTM D 3786	kPa (psi)	5506 (800)							
Trapezoid Tear Strength	ASTM D 4533	kN (lbs)	0.67 (150) x 0.73 (165)							
UV Resistence	ASTM D 4355	%	90							
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.425 (40)							
Flow Rate	ASTM D 4491	1/min/m² (gal/min/ft²)	2852 (70)							
Permittivity	ASTM D 4491	Sec ⁻¹	0.90							
	_									

ALL SEDIMENTATION & EROSION CONTROL PRACTICES SHALL MEET THE REQUIREMENTS OF THE OHIO RAINWATER & LAND DEVELOPMENT MANUAL OR THE CITY F HURON / ERIE COUNTY ENGINEER'S OFFICE.

TEMPORARY STABILIZATION:

ANY DISTURBED AREAS WITHIN 50 FEET OF A	WITHIN TWO DAYS OF THE MOST RECENT
SURFACE WATER OF THE STATE & NOT AT FINAL	DISTURBANCE IF THE AREA WILL REMAIN
GRADE	IDLE FOR MORE THAN 14 DAYS
FOR ALL CONSTRUCTION ACTIVITIES, ANY	WITHIN 7 DAYS OF THE MOST RECENT
DISTURBED AREAS THAT WILL BE DORMANT	DISTURBANCE WITHIN THE AREA. FOR
MORE THAN 14 DAYS BUT LESS THAN ONE	RESIDENTIAL SUBDIVISIONS, DISTURBED
YEAR, AND NOT WITHIN 50 FEET OF A SURFACE	AREAS MUST BE STABILIZED AT LEAST 7
WATER OF THE STATE (INCLUDES STOCKPILES)	DAYS PRIOR TO TRANSFER TO PERMIT
	COVERAGE FOR INDIVIDUAL LOTS
DISTURBED AREAS THAT WILL BE IDLE OVER	PRIOR TO THE ONSET OF WINTER WEATHER
WINTER	

PERMANENT STABILIZATION:

	I I
AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROLS
ANY AREAS THAT WILL REMAIN DORMANT FOR	WITHIN 7 DAYS OF THE MOST RECENT
ONE YEAR OR MORE	DISTURBANCE
ANY AREAS WITHIN 50 FEET OF A SURFACE	WITHIN 2 DAYS OF REACHING FINAL GRADE
WATER OF THE STATE AND AT FINAL GRADE	
ANY OTHER AREAS AT FINAL GRADE	WITHIN 7 DAYS OF REACHING FINAL GRADE
	WITHIN THAT AREA

MAINTENANCE NOTES:

1.) IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE SEDIMENTATION AND EROSION CONTROL FEATURES ON THIS PROJECT. ANY SEDIMENT OR DEBRIS THAT HAS REDUCED THE EFFICIENCY OF A CONTROL SHALL BE REMOVED IMMEDIATELY. SHOULD A STRUCTURE OR FEATURE BECOME DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE IT AT NO COST TO

THE OWNER. 2.) FOR BMP'S THAT REQUIRE REPAIR OR MAINTENANCE, NON-SEDIMENT POND BMP'S ARE TO BE REPAIRED WITHIN 3 DAYS OF INSPECTION AND SEDIMENT PONDS ARE TO BE REPAIRED OR CLEANED OUT WITHIN 10 DAYS OF INSPECTION.

3.) FOR BMP'S NOT MEETING THE INTENDED FUNCTION, A NEW BMP SHALL BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION

4.) FOR MISSING BMP'S REQUIRING INSTALLATION, THE BMP SHALL BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION.

Ohio Utilities Protection Service

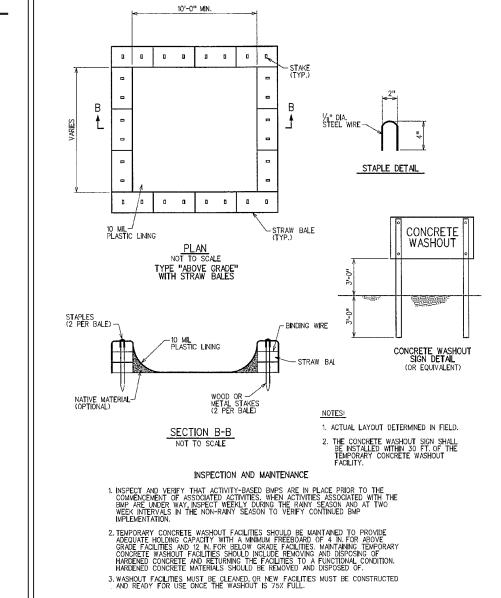
(Not To Scale) → 70 ft. (or 30ft for Access to Individual House Lot) → 14ft Minimum and Not Less Than Width of Ingress or Egress PLAN VIEW Right of Way Diversion as Needed Road or Other Existing Paved Surface C. #ficient

of Divert Runoff

Construction Entrance

(Not to Scale) Level contour No slope Flat slope in front SECTION Trench to be

Silt Fence



Stone Size—ODOT # 2 (1.5-2.5 inch) stone shall be used, or 6. Timing—The construction entrance shall be installed as recycled concrete equivalent

Construction Entrance

Length—The Construction entrance shall be as long as required to stabilize high traffic areas but not less than 70 ft. (exception: apply 30 ft. minimum to single

PROFILE

for light duty entrances or at least 10 inches for heavy duty . Width -The entrance shall be at least 14 feet wide, but not less than the full width at points where ingress or egress

Thickness -The stone layer shall be at least 6 inches thick

- . Geotextile -A geotextile shall be laid over the entire area prior to placing stone. It shall be composed of strong rot-proof polymeric fibers and meet the following
- Minimum Tensile Strength 200 lbs. Minimum Puncture Strength 80 psi. Minimum Tear Strength Minimum Burst Strength 320 psi. EOS < 0.6 mm. Equivalent Opening Size

1×10-3 cm/sec.

- soon as is practicable before major grading activities.
- Culvert -A pipe or culvert shall be constructed under the entrance if needed to prevent surface water from flowing across the entrance or to prevent runoff from being directe out onto paved surfaces 8. Water Bar - A water bar shall be constructed as part of the
- construction entrance if needed to prevent surface runoff from flowing the length of the construction entrance and ou . Maintenance -Top dressing of additional stone shall be
- washed or tracked onto public roads, or any surface where runoff is not checked by sediment controls, shall be emoved immediately. Removal shall be accomplished by scraping or sweeping.
- 0. Construction entrances shall not be relied upon to remove mud from vehicles and prevent off-site tracking. Vehicles that enter and leave the construction-site shall be restricted
- Removal—the entrance shall remain in place until the disturbed area is stabilized or replaced with a permanent oadway or entrance.

Silt Fence

Silt fence shall be constructed before upslope land distur- 9. Seams between sections of silt fence shall be spliced bance begins. . All silt fence shall be placed as close to the contour as possible so that water will not concentrate at low points

in the fence and so that small swales or depressions that

- may carry small concentrated flows to the silt fence are dissipated along its length. Ends of the silt fences shall be brought upslope slightly so that water pended by the silt fence will be prevented from
- . Silt fence shall be placed on the flattest area available. . Where possible, vegetation shall be preserved for 5 feet (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 ays from the installation of the silt fence.

flowing around the ends.

The height of the silt fence shall be a minimum of 16 inches above the original ground surface. . The silt fence shall be placed in an excavated or sliced trench cut a minimum of 6 inches deep. The trench shall — Criteria for silt fence materials be made with a trencher, cable laying machine, slicing

machine, or other suitable device that will ensure an

The trench shall be backfilled and compacted on both

adequately uniform trench depth. . The silt fence shall be placed with the stakes on the downslope side of the geotextile. A minimum of 8 inches of geotextile must be below the ground surface. Excess material shall lay on the bottom of the 6-inch deep trench.

- together only at a support post with a minimum 6-in. overlap prior to driving into the ground, (see details).
- 10. Maintenance—Silt fence shall allow runoff to pass only as diffuse flow through the geotextile. If runoff overtops the silt fence, flows under the fabric or around the ence ends, or in any other way allows a concentrated flow discharge, one of the following shall be performed, as appropriate: 1) the layout of the silt fence shall be changed, 2) accumulated sediment shall be removed, or
- Sediment deposits shall be routinely removed when the deposit reaches approximately one-half of the height of Silt fences shall be inspected after each rainfall and at

3) other practices shall be installed.

- least daily during a prolonged rainfall. The location of existing silt fence shall be reviewed daily to ensure its proper location and effectiveness. If damaged, the silt
- . Fence post The length shall be a minimum of 32 inches. Wood posts will be 2-by-2-in, nominal dimensioned hardwood of sound quality. They shall be free of knots, splits and other visible imperfections, that will weaken the posts. The maximum spacing between posts shall be 10 ft. Posts shall be driven a minimum 16 inches into the ground, where possible. If not possible, the posts shall be adequately secured to prevent overturning of the fence due to sediment/water loading. Silt fence fabric – See chart below

Table 6.3.2 Minimum criteria for Silt Fence Fabric (0D0T, 2002) Maximum Elongation at 60 lbs 40 lbs (180 N) ASTM D 4533 Minimum Tear Strength 1X10-2 sec.-1 ASTM D 4491 Minimum Permittivity

A SIGN SHOULD BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.

TEMPORARY WASHOUT FACILITIES SHOULD HAVE A TEMPORARY PIT OR BERMED AREA' OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS GENERATED DURING WASHOUT PROCEDURES. 5. WASHOUT OF CONCRETE TRUCKS SHOULD BE PERFORMED IN DESIGNATED AREAS ONLY 6. ONLY CONCRETE FROM MIXER TRUCK CHUTES SHOULD BE WASHED INTO CONCRETE WASH OUT. 7. CONCRETE WASHOUT FROM CONCRETE PUMPER BINS CAN BE WASHED INTO CONCRETE PUMPER TRUCKS AND DISCHARGED INTO DESIGNATED WASHOUT AREA OR PROPERLY DISPOSED OF OFFSITE. . ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOW TO HAZDEN, THE CONCRETE SHOULD BE BROKEN UP, REMOYED, AND DISPOSED OF OFFSITE IN A LEGAL MANNER. DISPOSE OF HAZDENED CONCRETE ON A REGULAR

9. TEMPORARY CONCRETE WASHOUT FACILITY (TYPE ABOVE GRADE) TEMPORARY WASHOUT FACILITY (TYPE ABOVE GRADE) SHOULD BE CONSTRUCTED AS SHOWN IN THE DETAILS ON THIS SHEET, WITH A RECOMMENDED MINIMUM EINCH AD HIS SHEET, WITH A SHEED THE AND MINIMUM WIDTH OF THE BUT WITH SUFFICIENT QUANTITY WID VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY ASHOUT OPERATIONS 5. STRAW BALES, WOOD STAKES, AND SANDBAG MATERIALS SHOULD CONFORM TO THE PROVISIONS IN THE EROSION AND SEDIMENT CONTROL PLAN. . PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL. 10.TEMPORARY CONCRETE WASHOUT FACILITY (TYPE BELOW GRADE)

b. LATH AND FLAGGING SHOULD BE COMMERCIAL TYPE. c. PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

REMOVAL OF TEMPORARY CONCRETE WASHOUT FACILITIES 2.HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND **GENERAL NOTES:**

1.) THE CONTRACTOR "LAY-DOWN AREA" IS SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL CONSULT WITH THE OWNER/DEVELOPER PRIOR TO THE START OF CONSTRUCTION TO FINALIZE THIS LOCATION. THE CONTRACTOR "LAY-DOWN AREA" SHALL INCLUDE LEAK-PROOF TRASH ENCLOSURES, PARKING AREAS, GENERAL CONTRACTOR OFFICES, TEMPORARY RESTROOMS, FUEL TANK STORAGE AREAS, VEHICLE FUELING AREAS, MATERIAL STORAGE AREAS AND STAGING AREAS. THE CONTRACTOR SHALL RECORD THE LOCATION OF ALL OF THESE AREAS ON THE CONSTRUCTION PLANS FOR THE SOIL EROSION PERMIT & THE OHIO EPA NOI PERMIT. 2.) THE CONTRACTOR SHALL CONSULT WITH THE DEVELOPER PRIOR TO THE START OF CONSTRUCTION TO VERIFY ACCEPTABLE ACCESS ROUTES FOR THE CONSTRUCTION TRAFFIC ASSOCIATED WITH THE PROJECT AND COORDINATE ANY/ALL LANE CLOSURES OR CLOSURES

REVISIONS DATE

CITY PC

REVIEW

REDERICK NEFRS - SI IP

SWPPP I PUD UPD

3.) THE CONTRACTOR SHALL HAVE THE SWP3 PLAN FOR THE PROJECT LOCATED "ON-SITE" IN AN AREA ACCESSIBLE BY THE GENERAL PUBLIC -24 HOURS A DAY & 7 DAYS A WEEK. SWP3 PLAN SHALL BE ACCESSIBLE TO CITY OF HURON, ERIE, ERIE COUNTY & THE OHIO EPA.

EROSION CONTROL NOTES:

L) SOIL EROSION AND SEDIMENT BEST PRACTICES (BMP) MEASURES WILL BE INSTALLED PRIOR TO START OF ANY CONSTRUCTION AND WILL BE MAINTAINED AT ALL TIMES UNTIL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING ALL GRASS BEING ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENT BMP MEASURES ARE IN PLACE. ALL BMP MEASURES WILL BE INSTALLED TO THE SATISFACTION OF CITY OF HURON & ERIE COUNTY. THE CITY OR COUNTY MAY REQUIRE WORK TO BE STOPPED AND THE STORM DRAINAGE OUTLET TO BE PLUGGED IF CONDITIONS BECOME UNSATISFACTORY 2.) CONTRACTOR TO NOTIFY CITY OF HURON & THE ERIE COUNTY

ENGINEER'S OFFICE FIVE DAYS PRIOR TO STARTING CONSTRUCTION FOR PURPOSE OF MONITORING EROSION AND BMP MEASURES 3.) CONTRACTOR IS TO DESIGNATE A SITE DUMP/WASH AREA PRIOR TO STARTING CONSTRUCTION PURPOSES AS WASHING OUT CONCRETE TRUCKS AND DUMPING NON-HAZARDOUS WASTE MATERIALS. DUMPING OR DISCHARGE OF ANY WASTE MATERIALS TO ANY PUBLIC SEWERS IS PROHIBITED. HAZARDOUS WASTES ARE TO BE REMOVED OFF SITE AND PROPERLY DISPOSED OF CONSISTENT WITH FEDERAL, STATE, AND LOCAL REGULATIONS

4.) ANY PARTY (TYPICALLY THE GENERAL CONTRACTOR) WHO HAS DAY-TO-DAY OPERATIONAL CONTROL OF ACTIVITIES AT THIS PROJECT WHICH ARE NECESSARY TO ENSURE COMPLIANCE WITH THE SWP3 FOR THE SITE OR OTHER CONDITIONS AS SET FORTH IN THE PERMIT, MUST FILE A CO-PERMITTEE NOI WITH THE OHIO EPA. THIS IS THE SOLE RESPONSIBILITY OF THE CO-PERMITTEE AND SHALL BE DONE 21 DAYS BEFORE GROUND IS BROKEN.

5.) THE NPDES PERMIT HOLDER SHALL PROVIDE QUALIFIED PERSONNAL TO CONDUCT SITE INSPECTIONS ENSURING PROPER FUNCTION OF THE EROSION AND SEDIMENTATION CONTROL MEASURES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSPECTED ONCE EVERY SEVEN CALENDER DAYS OR WITHIN 24 HOURS OF A 1/2 INCH OR GREATER STORM EVENT. A WRITTEN LOG OF THESE INSPECTIONS MUST BECOME PART OF THE STORMWATER POLLUTION PREVENTION PLAN (SWP3). THIS LOG SHOULD INDICATE THE DATE OF THE INSPECTION, NAME OF INSPECTOR, WEATHER CONDITIONS,

OBSERVATIONS, ACTIONS TAKEN TO CORRECT ANY PROBLEMS AND

THE DATE ACTION WAS TAKEN SOLID, SANITARY AND TOXIC WASTE MUST BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. IT IS PROHIBITED TO BURN, BURY OR POUR OUT ONTO FOXIC WASTES. WASH OUT OF CEMENT TRUCKS SHOULD OCCUR IN A DIKED. DESIGNATED AREA WHERE THE WASTEWATER CAN BE

COLLECTED AND DISPOSED OF PROPERLY WHEN THEY HARDEN. STORAGE TANKS SHOULD BE LOCATED IN DIKED AREAS AWAY FROM ANY DRAINAGE CHANNELS. THE DIKED AREA SHOULD HOLD A VOLUME 110% OF THE LARGEST TANK.

7.) PROVIDE FOR TEMPORARY AND PERMANENT SEEDING, MULCHING, BLANKETING, ETC. FOR ALL AREAS AT FINAL GRADE OR WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED FOR 14 DAYS OR LONGER. STABILIZATION TO OCCUR WITHIN 7 DAYS OF LAST

8.) GRADED SLOPES AND DENUDED AREAS GREATER THEN 5% SLOPE SHALL BE TEMPORARILY STABILIZED AND MAINTAINED THROUGHOUT CONSTRUCTION.

9.) CONTRACTOR SHALL ESTABLISH PERMANENT VEGETATION FOR ALL DISTURBED AREAS UPON COMPLETION OF CONSTRUCTION. PREVIOUSLY STOCKPILED TOPSOIL SHALL BE REDISTRIBUTED OVER GRASSED AREAS PRIOR TO PERMANENT SEEDING OPERATIONS. THIS INCLUDES ALL AREAS TO REMAIN GRASSED (I.E. TEMPORARY STOCKPILE AREAS, TEMPORARY CONTRACTOR LAYDOWN AREA,

DETENTION BASIN, LANDSCAPE MOUND, ETC.) 10.) CONTRACTOR SHALL ABIDE BY ALL APPROPRIATE REGULATIONS SET FORTH BY CITY OF HURON, ERIE COUNTY & THE OHIO EPA FOR SOIL EROSION AND SEDIMENT CONTROL MEASURES. 11.) SEE SHEET C-10 FOR DETAILS OF THE PROPOSED SOIL EROSION

AND SEDIMENT CONTROL MEASURES. 12.) STORMWATER PERMITS TO BE ACQUIRED: - OHIO EPA NOI PERMIT FOR CONSTRUCTION - NOT APPLICABLE

- ERIE COUNTY EROSION CONTROL PERMIT - NOT APPLICABLE - CITY OF HURON SWPPP & STORM SEWER PERMIT 13.) THE TOTAL DISTURBED AREA = 0.00 ACRES (TO BE DETERMINED) 14.) WEIGHTED 'C' FACTOR FOR THE SUBJECT PROPERTY - EXISTING CONDITIONS WEIGHTED 'C' FACTOR = 0.20 (VACANT) - PROPOSED CONDITIONS WEIGHTED 'C' FACTOR = 0.60 (TO BE DETERMINED)

15.) EXISTING LAND USE = VACANT UN-DEVELOPED LAND PROPOSED LAND USE = RESIDENTIAL BUILDING & SITE **IMPROVEMENT**

16.) THERE IS NO RECORD OF CONTAMINATED SOIL ONSITE OR OF PRIOR LAND USES THAT INVOLVED SOLID WASTE MANAGEMENT OR HAZARDOUS WASTES.

17.) THERE ARE NO EXISTING WETLANDS ON THE SUBJECT PROPERTY 18.) PRIOR TO CONSTRUCTION A SWPPP BINDER SHALL BE CREATED FOR REFERENCE BY THE SITE CONTRACTORS. THIS BINDER SHALL BE KEPT ONSITE THROUGHOUT CONSTRUCTION. THIS BINDER SHALL INCLUDE THE FOLLOWING:

- PROJECT COVERSHEET CONTAINING: - PROJECT CONTACT INFORMATION

- SWPPP PREPARATION DATE - ANTICIPATED CONSTRUCTION TIMELINE - A COPY OF THIS PLAN SET

- OHIO EPA NPDES CONSTRUCTION STORM WATER GENERAL PERMIT - COPY OF NOI PERMIT FOR THE PROJECT - COPY OF ALL NOI CO-PERMITTEE APPLICATIONS FOR THE PROJECT

- SUBCONTRACTOR CERTIFICATION AGREEMENTS - INSPECTION REPORTS

- CORRECTIVE ACTION LOGS - SWPPP AMENDMENT/MODIFICATION LOGS

- GRADING & STABILIZATION ACTIVITIES LOG 19.) NO ASPHALT OR CONCRETE BATCH PLANTS SHALL BE LOCATED

ONSITE DURING CONSTRUCTION. 20.) OFFSITE BORROW PITS ARE NOT ANTICIPATED FOR THIS PROJECT.

S DATE: JAN 2023 DRAWN BY: DRI JOB No.: 22-2290 SCALE: 1'' = 30SHEET











House Sample 1



















RN: 201005738 Page 1 of 23 ERIE COUNTY OHIO RECORDER, Barbara A. Sessler Recording Fee: \$196.00 Recorded 08/18/2010 Time 01:06:13PM

That Heights Partnership, by James T. Marray and Strictley A. Marray, all the partners County, Ohio, Erie for valuable consideration paid, Grant(s), with limited warranty covenants, to Seitz Design & Construction, Inc. whose tax mailing address is 49 Benedict Avenue, Ste. 19, Norwalk, Ohio 44857 the following described Real Property: 22.4195 acres in the City of Huron. Fully described in Exhibit A attached hereto and by reference incorporated herein. Various easement rights are reserved to the Grantor as more fully described in Exhibit B and Exhibit C and by reference incorporated herein. Prior Instrument Reference: Vol. 409 Page 248 of the Deed Records of Erie County, Ohio. No plat required - 5 acres on existing road. City of Huron John Zimmerman, Building Official In Witness Whereof, We have hereunto set our hands the 10 day e-bgrd Two Thousand and Ten (2010). Partiership # 201005591 State of Ohio County of Erie Before me, a Notary in and for said County, personally appeared the above named that he did sign the foregoing instrument, and that the same is his free act and deed. This instrument was prepared by: Attorney James T. Murray, OSC Reg. No. 00088377

Statutory Form)		0	*	County Audit	County, s	a the d	19 . 61		đ ₂	Pape		Coanty Record	
N POUNT	, , , , , , , , , , , , , , , , , , ,		Trasferred		State of Obio,	Presented for record o	*	o'clect, M.	Recorded	is Deed Book No.	•		

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Contractors Design Engineering Consulting Engineers and Surveyors 1623 Old State Road, Norwalk, Ohio 44857

Legal Description
For Fixed Development Area Initial Development Area

Being a percel of lend located in part of Original Lots 19 and 27, Section 1, Township 6 North, Range 22 West, formerly Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows;

Beginning at a mag nail set on the northerly terminus of the centerline of Marina Drive (60ft, RW), as recorded in the plat of Huron Heights Subdivision No. 1, as recorded in Plat Volume 15, Page 1 of the Erie County Plat Records:

County Plat Records;

1. Thence North 37° 14' 50" West along the northerly terminus of Marina Drive, a distance of 30.14 feet of 8 %" iron pin set on the northerly right of way of Marina Drive;

Antherce southwesterty along the northerty right of way of Marina Drive and an arc of a curve to the left, having a radius of 376.41 feet, a central angle of 4° 04° 31°, a chord distance of 26.77 feet, bearing South 56° 05° 30° West, an arc distance of 26.77 feet to a 1% iron pin set at the southeast corner of land now or formerly owned by Richard and Carolyn Richards as recorded in RN200300830 of the Erie County Deed Records;

3. Thence North 42° 01' 13" West along the northeasterly line of said Richards' lands, a distance of 185.77 feet to a %" fron pin set;

Thence North 38° 56° 13° West continuing along the northeestenty line of seid Richards' lands, a distance of 121.14 feet to a point on the centerline of Mud Creek, as located by Hartung and Associates Engineer and Surveyors;

5. Thence continuing along the centerline of said Mud Creek, North 56° 26' 00' East, a distance of

6. Thence continuing along the centerline of said Mud Creek, North 37° 45' 00" East, a distance of

Thence continuing stong the centerline of said Mud Brook, North 56° 57' 01" East, a distance of 694.51 feet to a point on the westerly line of land now or formerly owned by Huron Lagoons Marina as recorded in Deed Volume 428, Page 35 and Deed Volume 428, Page 967 of the Erie County Deed Records;



- Thence South 60° 58' 00" East, along the westerly line of said Huron Lagoons Marina, a distance of 271.89 feet to a %" iron pint set;
- 9. Thence South 10° 54' 23" West, a distance of 184.48 feet to a %" iron pin set;
- 10. Thence South 25° 17' 48" West, a distance of 119.38 feet to a %" iron pin set:
- 11. Thence South 47° 37' 27" West, a distance of 532.76 feet to a %" Iron pin set;
- 12. Thence South 21° 55' 38" West, a distance of 215.18 feet to a %" iron pin set;
- 13. Thence South 46° 19' 59" West, a distance of 222.53 feet to a 1/2" iron pin set.
- 14. Thence South 52° 37' 45" West, a distance of 191.23 feet to a %" iron pin set;
- 15. Thence South 42° 50' 12" West, a distance of 133.76 feet to a %" iron pin set;
- 16. Thence South 27° 34' 19" West, a distance of 188.31 feet to a %" from pin set:
- 17. Thence North 52° 12' 02" West, a distance of 81.96 feet to a %" iron pin set;
- 18. Thence South 37° 47' 58" West, a distance of 50.00 feet to a %" tron pin set;
- 19. Thence South 52° 12' 02° East, a distance of 70.47 feet to a %" iron pin set:
- 20. Thence South 40° 37' 16" West, a distance of 113.52 feet to a %" iron pin set;
- 21. Thence North 40° 53' 09" West, a distance of 113.51 feet to a %" iron pin set;
- 22. Thence southwesterly along an arc of a curve to the right, having a radius of 575.00 feet, a central angle of 9° 54' 22", a chord distance of 99.29 feet, bearing South 54° 32' 39" West, an arc distance of 99.42 feet to a %" iron pin set;
- 23. Thence South 28° 09' 57" East, a distance of 35.40 feet to a %" iron pin set;
- 24. Thence Scuth 61° 50' 03" West, a distance of 50.00 feet to a %" iron pin set;
- 25. Thence North 28° 09' 57° West, a distance of 35.52 feet to a %" iron pin set;
- 28. Thence South 64° 51' 20" West, a distance of 19.53 feet to a %" iron pin set;
- 27. Thence southwesterly along an arc of a curve to the left, having a radius of 975.00 feet, a central angle of 6° 15' 34", a chord distance of 108.48 feet, bearing South 61° 43' 34" West, an arc distance of 108.52 feet to a %" iron pin set;
- Thence South 58° 35' 47" West, a distance of 41.08 feet to a %" iron pin set on the northerly terminus
 of said Marina Drive;

29. Thence North 37° 14' 50" West along the northerly terminus of Marina Drive, a distance of 25.13 feet to the principal place of beginning and containing 22.4195 scres of land, 12.4883 acres located within Original Lot 19 and 9.9312 acres located within Original Lot 27, but subject to all legal highways, easements and restrictions of record.

Parent Parcel: Heights Partnership Deed Volume 409, Page 248

Bearings are assumed and used to indicate angles only.

All %" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 7072/8456".

This description was prepared by Contractore Design Engineering, Consulting Engineers and Surveyors, Norwalk, Ohio in August, 2010 per Adam E. Weaver, Registered Surveyor No. 8456 from existing records.

Transferred
In Compliance with sections 319-202 and 322-02 of the Dho Revised Code.

FEE \$ 353,45

DIEMPT:

RE TRANSFER:

1060,35

Internal I Paul Ede County Auditor

Itans. Feex \$ 200

EXHIBIT B

EASEMENT RIGHTS AND OTHER RIGHTS RESERVED BY GRANTOR

The following described easement rights are reserved by the Grantor herein, its successors and assigns: (1) the "Sheltered Brook", aka the Mudbrook, (2) the bank of land fronting on the Sheltered Brook (see Exhibit C) (3) the proposed pond (when and if same is built), (4) foot paths that are intended to be incorporated in the ultimate development of the Bishop parcel, (5) the streets (i.e. Sheltered Brook Drive, Port Drive and Starboard Drive - as currently planned or as the streets may be otherwise designated as same may be changed) which streets are proposed to be incorporated in the development of the Bishop property, (6) all lands easterly or northerly of what is presently designated Laguna Drive¹, (7) 30 feet of land (plus or minus) running parallel with the westerly edge of Laguna Drive and the Huron Lagoon is right-of-way², and (8) one or more easements (not to exceed ten feet in width) to run across part of Phase I so as to enable owners, occupants and users of subsequent phases of the Two Rivers development and owners, occupants and users of the Riedel property and owners, occupants and users of any contiguous properties access to the footpath running parallel with the Mudbrook.

These easements and other rights are more fully described in Exhibit C.

A southerly portion of Laguna Drive (approx. 150 feet) is already a dedicated street. Northerly of that approximate 150 feet, Laguna Drive is no longer a dedicated street but becomes a right-of-way or easement for persons traveling to and from the Huron Lagoons Marina and for utilities servicing the Huron Lagoon Marina. The grantor that conveyed the 22.4195 acres to Seitz Design & Construction, Inc. reserved an easement in this right-of-way and an easement in all lands lying easterly or northerly on this right-of-way. That grantor, i.e. Heights Partnership, also reserved the right to require a reconveyance of the fee interest in the right-of-way and lands lying easterly or northerly of the right-of-way if the grantor, i.e. Heights Partnership, deems it necessary to provide owners, occupants and users of the Riedel property with the ability to access and use Laguna Drive and/or have access to the facilities. This reservation will not impact the utilization of Laguna Drive by any unit owner, occupant or user of the Two Rivers development.

² This easement was also reserved by Heights Partnership and its successors and assigns to assure owners, occupants and users of the Riedel property access to Laguna Drive and/or the facilities. Also, Two Rivers, L.L.C. ((if and when the titled interest (as opposed to the beneficial interest) is transferred to Two Rivers, L.L.C.)) can be required to convey a fee interest to any owner of the Riedel property because a fee interest might be required for purposes of enabling any owner of the Riedel property (or Heights Partnership) to improve and/or dedicate part or all of what is presently the Laguna Marina right-of-way.

EXHIBIT C

STATEMENT PERTAINING TO WHAT PROPERTY INTEREST WAS ACQUIRED BY SEITZ DESIGN & CONSTRUCTION, INC. ("SEITZ") FROM HEIGHTS PARTNERSHIP ("HEIGHTS")

AND AN EXPLANATION OF HOW IT IS ANTICIPATED THAT THE ACQUISITION (ALONG WITH EASEMENTS THAT WERE RESERVED FROM THE CONVEYANCE TO SEITZ) WILL IMPACT THE FUTURE DEVELOPMENT OF THE ENTIRE PARCEL CONSISTING OF APPROXIMATELY 49 ACRES.

This Additional Statement of Circumstances is being provided to every purchaser of any unit or units in the Two Rivers Project.¹

A rough depiction of this approximate 49² acres is shown on Attachment 1. Prior to the acquisition of the Bishop property by the Heights Partnership, this approximate 49 acres was owned for a long period of time by persons named Bishop. Because of that long ownership, the property has been known, in common parlance, as the Bishop property and therefore the approximate 49 acres will be described simply as the "Bishop parcel" or "Bishop property."

This Additional Statement of Circumstances is an attempt to generally describe to all prospective purchasers of units in the Two River development what Seitz was able to acquire from Heights and, in turn what Seitz is able to convey to unit purchasers and/or to one or more associations it is anticipated will be created as the project proceeds.³

First and foremost, all purchasers are advised that when Seitz acquired the 22.4195 acres from the prior owner of the approximate 49 acres, i.e. Heights, Heights retained various

When the term Two Rivers Project is used herein, it references the approximate 49 acres owned by Heights which, in turn, will be conveying portions of said acreage thereof to Seitz and/or Two Rivers, L.L.C. (or other developers) in pursuance of what is intended to be the ultimate development of the entire approximate 49 acres. The first of these transfers in a conveyance of 22.4195 acres to Seitz.

² The total Bishop property ultimately conveyed to the Two Rivers Project may be less than the approximate 49 acres because small areas along the southern boundary line may be conveyed to one or more of five adjacent owners. In turn, some small portions of the area presently owned by one or more of these five contiguous neighbors might be conveyed to either Heights, Two Rivers, L.L.C. or Seitz. Also, a portion of the Bishop property, i.e. a small amount of kand located easterly of Huron Lacrons' right-of-way is not included. This small parcel is also depicted in Attachment 1. Accordingly, the total acreage may be slightly more or slightly less than the 49 acres originally incorporated in the Bishop property. See further explanation, tuff a.

³ For technical reasons suggested by various government officials, 22.4195 acres of the Bishop parcel was transferred directly from Heights to Seitz. It is anticipated that the remaining approximate 27 acres will, as the project unfolds, he conveyed to Seitz and/or Two Rivers, L.L.C. All parties to these transactions agreed that this last minute change was purely procedural in nature and would not change the substance of the relationship between Two Rivers, L.L.C. and Seitz, wherein, Two Rivers, L.L.C. will be developing the land (infrastructure for the streets, etc.) and Seitz will be building homes. Two Rivers, L.L.C. will be the actual or beneficial owner of the remaining 27 acres but the legal title may remain in the name of Heights in order to satisfy the endless dictates (justified or not) by a multitude of regulators.

easement rights. The easement rights included easement rights to (1) the "Sheltered Brook", aka the Mudbrook, (2) the bank of land fronting on the Sheltered Brook (3) the proposed pond (when and if same is built), (4) foot paths that are intended to be incorporated in the ultimate development of the Bishop parcel, (5) the streets (i.e. Sheltered Brook Drive, Port Drive and Starboard Drive - as currently planned or any other streets that might be designated by another name or located somewhere other that that depicted in the current plans) which streets are proposed to be incorporated in the development of the Bishop property, (6) all lands easterly or northerly of what is presently designated Laguna Drive⁵, (7) 30 feet of land (plus or minus) running parallel with the westerly edge of Laguna Drive and the Huron Lagoon's right-of-way (See Attachment 5)⁶, and (8) one or more easements (not to exceed ten feet in width) to run across part of Phase I so as to enable owners, occupants and users of subsequent phases of the Two Rivers development and owners, occupants and users of the Riedel property and owners, occupants and users of any contiguous properties access to the footpath running parallel with the Mudbrook. Hereinafter, these easement rights retained by Heights Partnership will be referred to simply as "the facilities."

The reason Heights Partnership retained easement rights to the aforedescribed facilities is that both Heights Partnership and Two Rivers, L.L.C. (the entity that is developing the land) wish to be sure that all purchasers of any units ultimately erected on the Bishop parcel will be entitled to use these facilities along with all other unit owners. In addition, Heights Partnership retained easements rights to the facilities because Heights Partnership is involved in ongoing deliberations with owners of contiguous properties, including the owners of an approximate 39.192 acre parcel located on the east of Laguna Drive. This parcel is also roughly depicted in Attachment 1. These conversations with contiguous owners include the possibility that owners

⁴ It is hoped that a pond of some size and configuration will ultimately be installed as a facility available to all owners and occupants of any units in the Bishop Parcel and/or the owners and occupants of any units ultimately developed on any contiguous property.

SA southerly portion of Laguna Drive (approx. 150 feet) is already a dedicated street. Northerly of that approximate 150 feet, Laguna Drive is no longer a dedicated street but becomes a right-of-way or easement for persons traveling to and from the Huron Lagoons Marina and for utilities servicing the Huron Lagoon Marina. The grantor (i.e. Heights) that conveyed the approximate 22.4195 acres to Seitz reserved an easement in this right-of-way and an easement in all lands lying easterly or northerly on this right-of-way. That grantor, i.e. Heights, also reserved the right to require a reconveyance of the fee interest in the right-of-way and lands lying easterly or northerly of the right-of-way and/or 30 +/- feet westerly of the right-of-way if the grantor, i.e. Heights, deems it necessary to provide owners, occupants and users of the Riedel property with the ability to access and use Laguna Drive and/or have access to the facilities. This reservation will not impact the utilization of Laguna Drive by any unit owner, occupant or user of the Two Rivers development.

⁶ This easement was also reserved by Heights and its successors and assigns to assure owners, occupants and users of the Riedel property access to Laguna Drive and/or the facilities. Also, Two Rivers, L.L.C. can be required to convey a fee interest to any owner of the Riedel property because a fee interest might be required for purposes of enabling any owner of the Riedel property (or Heights) to approve and/or dedicate part or all of what is presently the Laguna Marina right-of-way.

⁷ This parcel, like the Bishop parcel, was owned for many years by one or more members of the Riedel family and as a consequence of that long ownership has been described in common parlance as the Riedel property. Accordingly, this approximate 39.192 acre parcel will hereinafter be referred to simply as the "Riedel parcel" or the Riedel property."

or occupants of any units ultimately erected on the Riedel parcel (or other contiguous properties) will have the right to use and enjoy the facilities to the same extent and in the same manner as enjoyed by unit owners on the Bishop parcel.⁸

It is possible (and emphasis is given to the fact that it is only possible) that when and if the Riedel parcel is developed and when and if similar facilities are included or incorporated in the development of the Riedel property, unit owners or occupants of units on the Bishop property may have the right to use these similar facilities located on the Riedel property. However, there is no guarantee or assurance that is being given to any purchaser of a unit on the Bishop property that they will have access to facilities, if any, on the Riedel property. And this may be the case notwithstanding that the owners and occupants of the Riedel property will have the right to use the facilities incorporated in the Bishop property, again, however, with the understanding that any such owners, occupants or users would have to pay a fair and equitable charge for the maintenance and care of the facilities on the Bishop property.

The previous owners of the Bishop property (i.e. Heights Partnership) also withheld the conveyance of a fee simple interest in the facilities because of the possibility that the Heights Partnership, or some other person or entity working in conjunction with Heights Partnership, or some successor to Heights Partnership, might acquire one or more properties contiguous to the Bishop property and/or the Riedel property and if that were to occur, owners or occupants of such contiguous property might be given the right to use the facilities of the Bishop property. ¹⁰

All purchasers in the Two Rivers project are further advised that there may be adjustments to the south boundary line of the Bishop property. Adjustments to the south boundary line of the Bishop property may be made because of one or more of the following reasons.

Firstly, four of the homeowners on the south boundary have boundary line problems either because of faulty surveying that was done many years ago or because one or more of these contiguous owners wishes to acquire a small amount of the original Bishop property for the purpose of giving them a more desirable property line. Because of these issues, a small amount of the original approximate 49 parcel may not be included in any conveyance to Seitz and, in turn, may not ultimately be included in the Two Rivers project when it is fully developed.

It goes without saying that if the owners, occupants or users of the Riedel property are to enjoy the benefits of the facilities located on the Bishop property, they would have to pay a fair and equitable charge for the maintenance and unkeep of such facilities.

⁹ Again it goes without saying that if the owners, occupants or users of the Bishop property are to enjoy the benefits of the facilities located on the Riedel property, they would have to pay a fair and equitable charge for the maintenance and upkeep of such facilities.

¹⁰ By way of example, the single family home located at 1119 Laguna Drive was recently acquired for the purpose of adjusting that property line so that land on the westerly boundary line could be adjusted to include an additional unit and possibly two units to the PUD. The interest in that same single family home was also purchased to provide for an easement on the southeast corner of 1119 Laguna Driver so that a more appealing entranceway could be provided on Laguna Drive when and if other portions of the Bishop parcel or the Riedel property are eventually developed.

Further, as depicted in Attachment 2, a small area might be acquired and used for the purpose of erecting a garage or storage area that may or may not be used to assist in construction and maintenance of the Two Rivers project as it proceeds. And in any event, when the project is complete, the right to the use of this garage will remain with either Seitz or its assigns or Two Rivers, L.L.C. or its assigns.

Further, as depicted in Attachment 3, there is another property line that might be adjusted and this adjustment, when and if it occurs, might result in two more units being added to the Two Rivers development, i.e. the total units might be 122 units rather than the 120 units originally provided by the PUD zoning for the Bishop parcel.

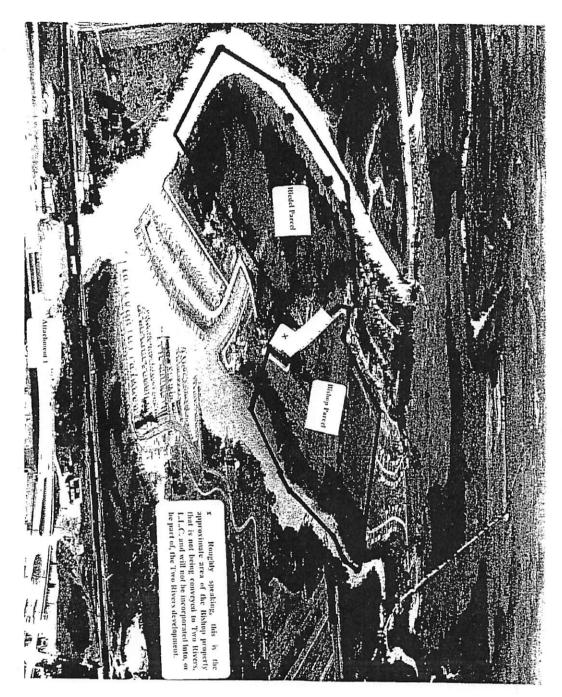
Both Seitz and Two Rivers, L.L.C. have a commitment from Heights Partnership that provides that when both the Bishop property, Riedel property and any other property contiguous to either of the two parcels (if required by Heights Partnership at some later date) are fully developed as envisioned by Heights Partnership and the owners of the Riedel property (which parties are closely related), Heights Partnership is obligated to convey the retained easement rights to Two Rivers, L.L.C. for the nominal sum of \$100. In turn, Two Rivers, L.L.C. is obligated to exercise this option and is obligated to convey these easement rights to such association or associations or lot owners that have acquired an interest in the Two Rivers Development, the Riedel property or an interest in any contiguous properties if such contiguous properties are acquired at some later date by Heights Partnership and incorporated into a unified development. This specific commitment from Heights Partnership to Two Rivers, L.L.C. is quoted herein.

With respect to the easement rights retained by Heights Partnership, i.e. the easement rights to (1) the "Sheltered Brook", aka the Mudbrook, (2) the bank of land fronting on the Sheltered Brook (3) the proposed pond (when and if same is built), (4) foot paths that are intended to be incorporated in the ultimate development of the Bishop parcel, (5) the streets (i.e. Sheltered Brook Drive, Port Drive and Starboard Drive) which streets are proposed to be incorporated in the development of the Bishop property, and (6) one or more easements (not to exceed ten feet in width) to run across part of Phase I (See Attachment 6) so as to enable owners, occupants and users of subsequent phases of the Two Rivers development and owners, occupants and users of the Riedel property and owners, occupants and users of any contiguous properties access to the footpath running parallel with the Mudbrook, it is agreed that Two Rivers, L.L.C. (or any successor of Two Rivers, L.L.C.) will have the right to purchase all such easement rights and/or fee interests from Heights Partnership or any successor of Heights Partnership at such time as the Bishop property and the Riedel property and any other contiguous properties (if acquired at some later date) are fully developed. By fully developed it is meant that the possible integration of the

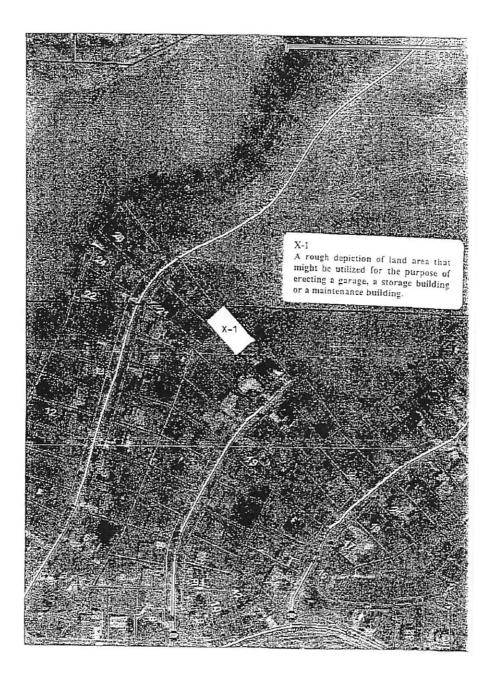
facilities as part of any development of the Bishop property, the Riedel property and contiguous property has been concluded with full implementation of the letter and spirit of this Additional Statement of Circumstances. When same has been concluded, Two Rivers, L.L.C. will not only have the right to exercise the aforesaid option but is required to exercise this option and upon exercise of this option, Two Rivers, L.L.C. will convey all such interest to such association or associations that ultimately govern the common interests in either the Bishop property or Riedel property or other contiguous parcels.

Every purchaser of a condominium unit in Phase I of the Two Rivers Development will be assigning his/her voting rights provided for by Ohio Revised Code 5311.05(C)(3)(b). A copy of this irrevocable assignment form is incorporated herein as Attachment 4.

These rights and easements are reserved for the benefit of Heights Partnership, Two Rivers, L.L.C. and any owner or owners having an interest in the Riedel property (including any assigns of the foregoing) as their interests might appear.



Anachment 1



Attachment 2





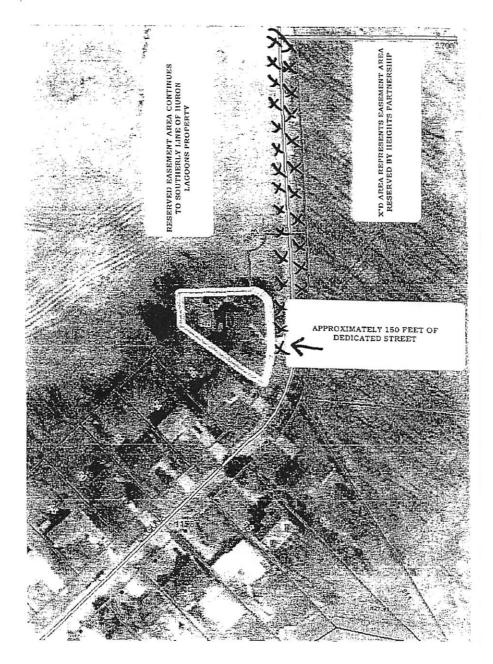
Attachment 3

IRREVOCABLE ASSIGNMENT OF VOTING RIGHTS PROVIDED FOR BY OHIO REVISED CODE 5311.05(C)(3)(b)

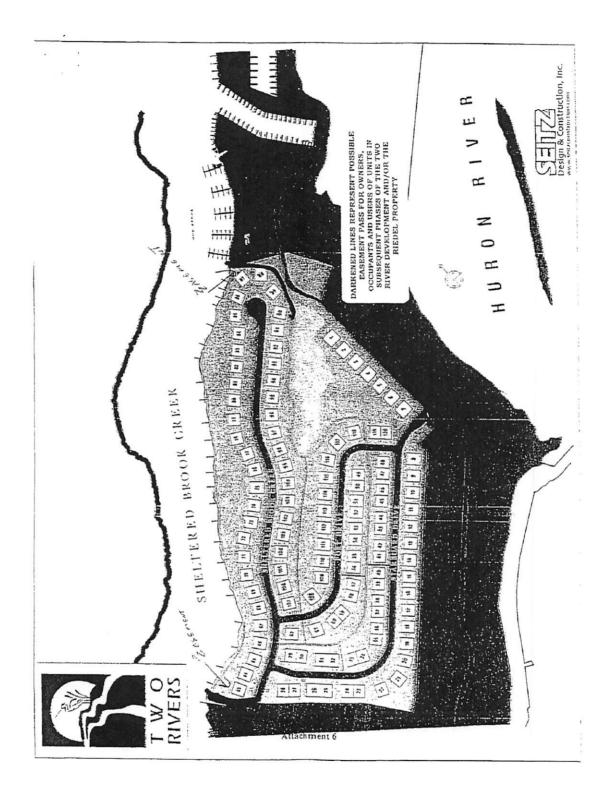
For Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned purchaser of a condominium unit in the Planned Unit Development known as Two Rivers in Huron, Ohio hereby irrevocably assigns to Seitz Design & Construction (its successors and assigns) the unqualified right to vote for or against extending the time within which to complete the approximate 46 condominium units contemplated by Phase I of the Two Rivers Development. One consideration supporting the within assignment is the decision by Seitz Design & Construction to begin selling condominium units notwithstanding the negative factors impacting the housing market as of October 2008. Notwithstanding those factors, Seitz Design & Construction will be selling condominium units with the understanding that it (and any successors in interest) is assured that there will be no less than 14 years, if necessary, to complete Phase I and the undersigned by his/her signature hereto has agreed to this assignment of voting rights as an incentive for Seitz Design & Construction to proceed with Phase I notwithstanding these potential negative market factors. The undersigned further agrees that the within assignment will be binding upon any assignee or other successors' interest to the below identified condominium unit.

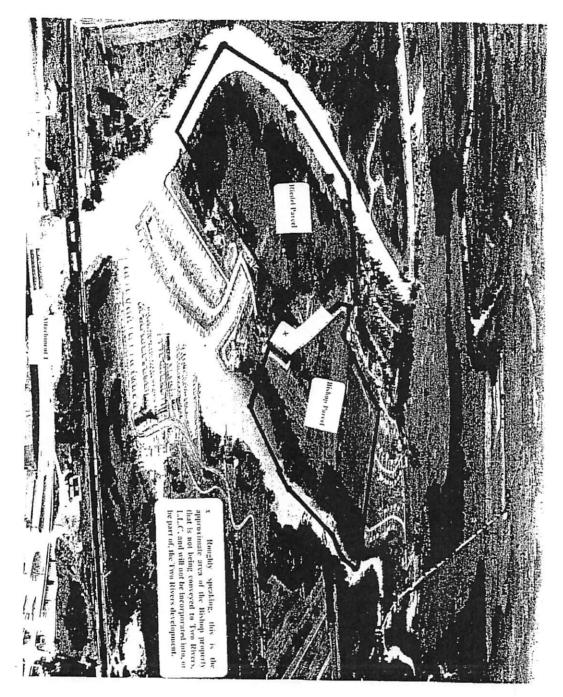
Owner of Condominium Unit No.	_
PRINT NAME	_
SIGN NAME	_

Attachment 4

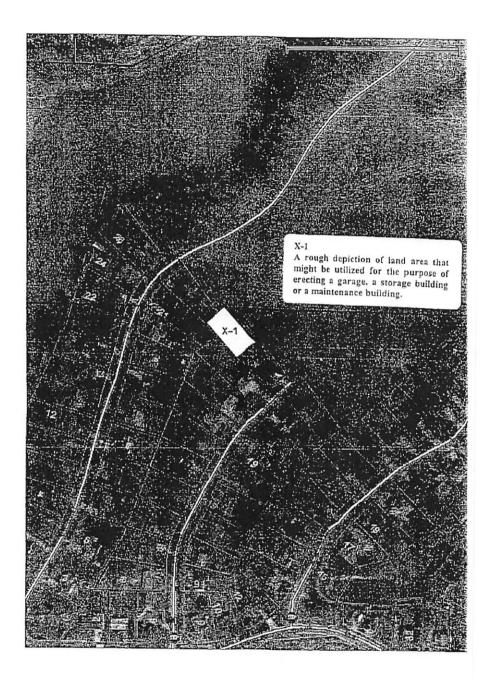


Attachment 5



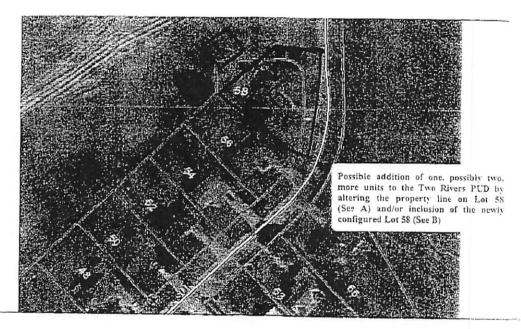


Attachment 1



Attachment 2





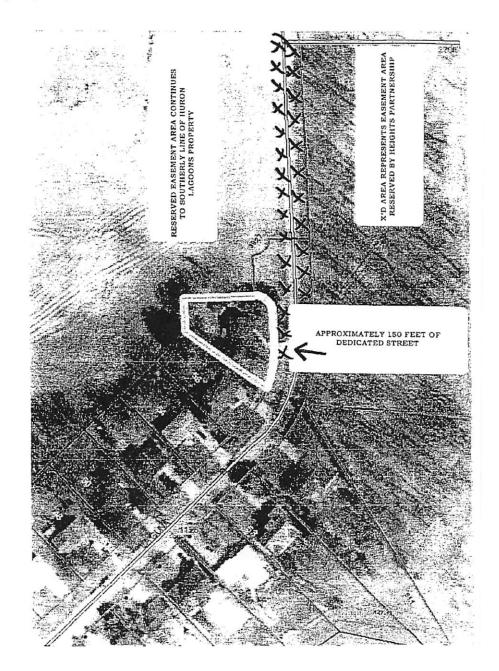
Attachment 3

IRREVOCABLE ASSIGNMENT OF VOTING RIGHTS PROVIDED FOR BY OHIO REVISED CODE 5311.05(C)(3)(b)

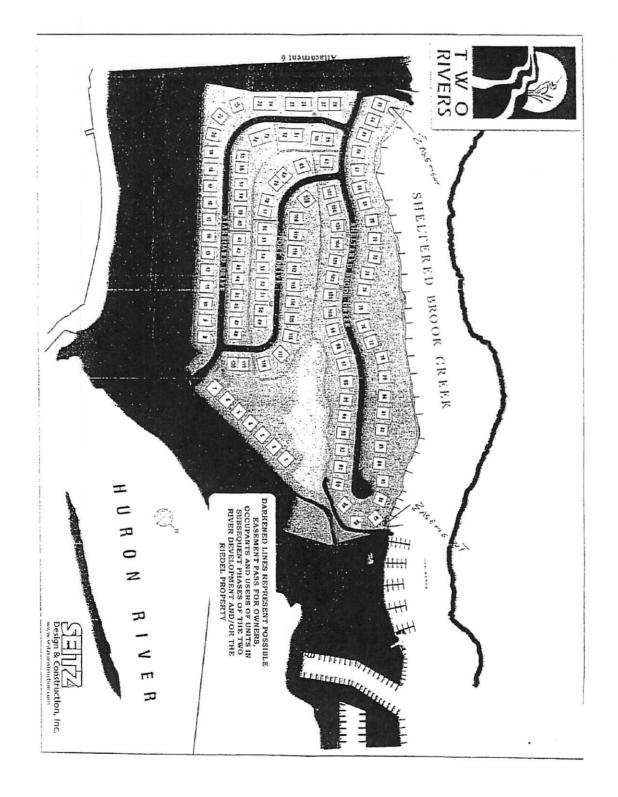
For Ten Dollars (\$10.00) and other good and valuable consideration, the undersigned purchaser of a condominium unit in the Planned Unit Development known as Two Rivers in Huron, Ohio hereby irrevocably assigns to Seitz Design & Construction (its successors and assigns) the unqualified right to vote for or against extending the time within which to complete the approximate 46 condominium units contemplated by Phase I of the Two Rivers Development. One consideration supporting the within assignment is the decision by Seitz Design & Construction to begin selling condominium units notwithstanding the negative factors impacting the housing market as of October 2008. Notwithstanding those factors, Seitz Design & Construction will be selling condominium units with the understanding that it (and any successors in interest) is assured that there will be no less than 14 years, if necessary, to complete Phase I and the undersigned by his/her signature hereto has agreed to this assignment of voting rights as an incentive for Seitz Design & Construction to proceed with Phase I notwithstanding these potential negative market factors. The undersigned further agrees that the within assignment will be binding upon any assignee or other successors' interest to the below identified condominium unit.

Owner of Condominium Unit No.
PRINT NAME
SIGN NAME

Attachment 4



Attachment 5



RN: 201005989 Page 1 of 45 ERIE COUNTY OHIO RECORDER, Barbara A. Sessler Recording Fee: \$372.00 Recorded 08/26/2010 Time 01:56:06PM

Two Rivers Condominium

City of Huron

County of Erie

State of Ohio

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration of Condominium Ownership for Two Rivers Condominium and the Drawings and the By-Laws attached thereto, have been filed in the office of the Auditor of Eric County, Ohio.

Dated: Que . 2010.

Transferred
In Compliance with socious
319-202 and 322-02 of the
Otho Revised Code.

HEE S

EXEMPT:

Paul
Erie County Auditor
Trans. Fees: \$ 3 450

The Stranger of the County Auditor

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DECLARATION OF CONDOMINIUM OWNERSHIP FOR TWO RIVERS CONDOMINIUM (AN EXPANDABLE CONDOMINIUM)

WHEREAS, Seitz Design & Construction, Inc., an Ohio corporation (hereinafter, "Grantor" or "developer") is or may become the owner in fee simple of the real property herein below described as Parcel I and the real property herein below described as Parcel II; and

WHEREAS, it is the desire of Grantor to submit Parcel I, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium Ownership; and

WHEREAS, it is the desire of Grantor to provide for the future submission of Parcel II, which submission may be in stages, together with the improvements to be constructed thereon, to the provisions of the condominium act;

NOW THEREFORE, Grantor hereby declares:

1. Legal Description and Definitions.

A. Legal Description.

The legal description of Parcel I, hereinafter sometimes referred to as the premises, is as contained on Exhibit C, attached hereto and incorporated herein by reference, and the premises are hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration and the exhibits and attachments filed herewith.

The legal description of Parcel II, which is reserved for future expansion of the condominium, is as contained on Exhibit D, attached hereto and incorporated herein by reference.

B. Definitions.

The following terms used herein are defined as follows:

- (1) "Family Unit" or "Unit" means the same as the word "Unit" as defined in 5311.01(BB)(1) Ohio Revised Code.
- (2) "Association" or "Unit Owners' Association" means Two Rivers Condominium Owners Association, Inc., an Ohio not-for profit corporation, which is a unit owners association as defined in 5311.01(DD), Ohio Revised Code.
- (3) "Owner" means the holder of legal title to a Family Unit, together with an appurtenant undivided interest in the Common Elements.
- (4) All terms used herein which are defined in Chapter 5311 of Ohio Revised Code have the same meaning herein.

2. Name.

The Condominium Property shall be known as Two Rivers Condominium.

3. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto, and for no other purposes, except for purposes reserved by Grantor herein. An owner may use a portion of his unit for his office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and, provided further, that such activities do not involve the personal services of any unit owner to a customer, or other person or client who comes to the Condominium Property, and, provided further, that in no event shall any part of the property be used as a school or music studio.

B. Restrictions.

(1) <u>Common Elements.</u> There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association, except as hereinafter expressly provided. Each Family Unit owner shall be obligated to maintain and keep in good order and repair his own Family Unit.

Two Rivers Condominium Declaration

- (2) <u>Hazardous Uses and Waste</u>. Nothing shall be done or kept in any Family Unit or in the Common Elements which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit owner shall permit anything to be done or kept in his Family Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in or on the Common Elements. Dumping of paint, engine oil, gasoline, thinner or any hazardous substance into the storm sewers is prohibited. In patio and deck areas, no flame other than charcoal or gas fires in standard safety approved grills are allowed.
- (3) Exterior Surfaces of Buildings. Family Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows, or placed on the outside of walls of a building, and no sign, awning, canopy, shutter, flower box, or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by Grantor.
- (4) Animals and Pets. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Family Unit, or in the Common Elements, except that dogs, cats, or other household pets may be kept in Family Units subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and, provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association. There shall be no outside pet houses, or dog runs or any other confinement of pets outdoors, other than on a leash held by a person, or confinement by the use of an "invisible fence" installed in the rear yard area with the written permission of the Association Board of Directors. When walking pets on condominium property, the person walking it must clean up after it.
- (5) <u>Nuisances</u>. No noxious or offensive activity shall be carried on in any Family Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.
- (6) <u>Impairment of Structural Integrity of Building.</u> Nothing shall be done in any Family Unit, or in, on, or to the Common Elements, which will impair the structural integrity of the building, or which would structurally change the building.
- (7) <u>Laundry or Rubbish in Common Elements</u>. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

Two Rivers Condominium Declaration

- (8) <u>Lounging or Storage in Common Elements</u>. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements except in accordance with rules and regulations therefore adopted by the Association.
- (9) Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs, or other window displays or advertising, be maintained or permitted on any part of the Condominium Property; provided however, that for a period of two years following the date of recording this Declaration, and for a similar period following the recording of any amendment hereto adding units to the Condominium Property, the right is reserved by Grantor, or its agent, to use one or more Units for business or promotional purposes, including clerical activities, sales offices, model units, and the like, in connection with the original sale or other disposition of said units. For said period, the further right is reserved to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units. The Association, through the Board of Directors, may adopt rules permitting the placing of signs to facilitate sales by owners. In the absence of such rules, no signs shall be allowed except as stated above.
- (10) Alteration of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements except as hereinafter provided and except upon the written consent of the Association. No poles, flagpoles, or lawn ornaments are permitted in any yard without the prior written consent of the Association Board of Directors, other than the display of the U.S. flag in accordance with Section 5311.191, Ohio Revised Code, and any placed without such permission may summarily removed by the Board, without notice.
- (11) Rental of Family Units. The respective Family Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Family Units are provided customary hotel service, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bellboy service. Other than the foregoing obligations, the owners of the respective Family Units shall have the absolute right to lease the same, provided that said lease is made subject to the covenants and restrictions in the Declaration.
- (12) Parking Generally; Campers, Trailers, Boats and Recreational Vehicles. Vehicles shall be driven and parked only on hard surface driveways, never on any lawn area. There shall not be parked on the condominium property (including driveways) any campers, trailers, boats or recreational vehicles at any time, except for purposes of loading or unloading the same, they may be parked for not more than three hours. No vehicles used in a business other than automobiles shall be parked on condominium property overnight, except in a Two Rivers Condominium Declaration

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closed garage. Nothing shall be kept, stored or parked on any of the hard surface driveways (including those leading to garages) other than licensed, operational motor vehicles. No maintenance of any motor vehicle is permitted anywhere on the condominium property, other than minor, emergency maintenance to make a vehicle operational. No motorized boats or personal watercraft may be stored on the condominium property, other than the storage of same within a garage.

4. General Description of Buildings.

The buildings will consist of residential structures containing one single family residential unit, of framed wood construction on concrete slab, crawl space, or basement, with asphalt shingle roofs and partial cultured stone and vinyl shake exterior. Each unit may have central air conditioning and gas fired forced air heating, or electric heating only. Wood or gas burning fireplaces are optional. The buildings will have exterior dimensions that are not determined in advance, to allow maximum flexibility to meet buyers' desires. All buildings will have a compatable exterior architectural design. The developer reserves the right to design modified, but compatable designs, and to use reverse floor plans. The rear concrete patios and front driveways between garages and the common driveways leading to public streets are limited common elements reserved for the exclusive use of the appurtenant family unit, and are shown on the drawings filed with the county recorder. The developer reserves the right to enclose a porch over a patio within one (1) year after the time a deed is filed with the county recorder transferring that unit from the developer to the initial purchaser. No other personal shall have the right to enclose a porch over a rear patio.

5. Information about Family Units.

A. <u>In General.</u> All the buildings and the land on which they are located, including the initial buildings made part of this condominium and buildings and improvements subsequently added, are collectively referred to as Two Rivers Condominium.

The units are identified by number. Thus, Unit 74 would be designated, "Unit 74 Two Rivers Condominium." The development will be located within a gated community (gates to be installed not later than when 30 units have been built) with interior streets that connect to Laguna Drive or Marina Streets, public streets, in Huron, Ohio. The interior streets will eventually be part of the condominium, and prior to their being located on condominium property, usage of same will be permitted pursuant to easement from the developer.

B. <u>Description of Family Units</u>. The individual Family Units consist of all of the space bounded by the entirety of that Unit's building, both interior and exterior parts thereof, and also include the exterior portions of said buildings attached to the buildings, such as, but not limited to, gutters and downspouts, and attached porches and decks, and also include the areas bounded by the exterior boundaries of the basements and crawl spaces below the

principal portion of the respective buildings. The exact layout and dimensions of such units are shown in Exhibit A incorporated herein.

6. Description of Common and Limited Common Elements; Exclusive Use Areas.

A. <u>Common Elements.</u> The entire land and the improvements thereon, not included within the Family Units, shall be the Common Elements, or the "Common Property."

The percentage of ownership of the Common Elements attributable to the ownership interests of each unit, and the basis of the allocation of common profits and expenses, shall be equal, with each Unit's percentage being one hundred divided by the number of units then constituting all the units in the condominium.

- B. <u>Limited Common Elements</u>. The rear concrete patios and front sidewalks, concrete slabs and the driveways between garages and the common driveways leading to public streets are limited common elements reserved for the exclusive use of the appurtenant family unit, and are shown on the drawings filed with the county recorder. The developer reserves the right to enclose a porch over a patio within one (1) year after the time a deed is filed with the county recorder transferring that unit from the developer to the initial purchaser. No other person shall have the right to enclose a porch over a rear patio.
- C. Exclusive Use Areas. The portion of the land associated with individual units on the drawings filed at the time units are made part of the condominium constitutes exclusive use areas which are reserved for the exclusive use of the owners of the unit and their lessees, invitees and guests. For example, the exclusive use area of Unit 74 is 0.2213 acre. Such use shall be subject to rules adopted by the Association, including the right to plant flowers in rear yards. The Association may regulate the varieties of plantings that are allowed.

7. Unit Owners' Association.

A. Grantor shall cause to be formed an Ohio corporation that is not for profit, to be called "Two Rivers Condominium Owners Association, Inc." which shall administer the Condominium Property. In the event for any reason said name is not available at the office of the Ohio Secretary of State, Grantor shall have the right to substitute a similar name and file with the Erie County Recorder an affidavit that such substitution has been made, upon which all the documents filed in connection with this condominium, including this Declaration of Condominium Ownership and all Exhibits attached hereto and amendments hereto shall be deemed to be amended to substitute that name that is available. Each Family Unit owner, upon acquisition of title to a Family Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time the new owner of such Family Unit automatically shall become a member of the Association. Each Family Unit shall be entitled

to vote in proportion to its common ownership percentage, that is, one vote per unit.

- B. The Board of Directors and officers of the Association, elected as provided in the By-Laws of the Association attached hereto as Exhibit B, shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the By-Laws, and by this Declaration upon the Association, except as otherwise specifically provided; provided however, that, in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Directors solely in his capacity as an officer or member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration of the By-Laws attached hereto as Exhibit B.
- C. Administration of Condominium Property. The Administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as Exhibit B. Each owner, tenant or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

8. Statutory Agent.

The person to receive service of process for the Association shall be Jim Seitz, Jr., 49-A Benedict Drive, Norwalk, Ohio 44857. In the event he is not registered with the Secretary of State of Ohio as Statutory Agent for the association, the person to receive such service shall be the statutory agent for such corporation.

9. Amendment of Declaration and By-Laws.

This Declaration and the By-Laws attached hereto as Exhibit B may be amended upon the filing for record with the Recorder of Erie County of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Family Unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, or in the case of an amendment for the purpose of adding land and improvements to the Condominium Property pursuant to Article 18 hereof, by Grantor or their successors in interest, acting as attorney-infact for the owners and mortgagees as provided therein. Such amendment must be executed with the same formalities as this instrument, and must refer to the volume and page in which this instrument and its attached exhibits are recorded, and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of records against any Family Unit ownership, except Two Rivers Condominium Declaration

when amendment is as provided in Article 18. No amendment under this Article 9 shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association, and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Family Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or By-Laws attached hereto as Exhibit B, said amendment or modification shall nevertheless be valid among the Family Unit owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provisions in this Declaration or By-Laws attached hereto as Exhibit B may be changed, modified, or rescinded in a manner which, after such change, modification or rescission, would conflict with the provisions of Chapter 5311, Ohio Revised Code, and, except as otherwise provided in Article 18, no amendment may be made to the percentage interests set forth in Section A of item 6 without the prior unanimous approval of all Family Unit owners and their respective mortgagees.

10. <u>Drawings.</u>

Attached hereto, and marked Exhibit A, Sheets I through 6, and made a part hereof, is a set of drawings of the Condominium Property as prepared and certified by Donald E. Weaver, professional engineer, and Timothy W. Scott, professional surveyor, which show Units 63 and 74, the initial units. Said drawings also show graphically the land associated with the location of each unit, as described on Exhibit C filed herewith, the perimeter of all the land that may be made part of the condominium, and the location of the private drive, known as Sheltered Brook Drive.

11. Use of Common Elements.

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other owners, except limited common elements and exclusive use areas, which are used solely by the appurtenant Family Unit Owner and persons with the owner's consent.

12. Management, Maintenance, Repairs, Alterations and Improvements.

A. <u>Association</u>. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Elements and Limited Common Elements shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair, and replace at his expense all portions of the Common Elements which may be damaged or destroyed by reason of the willful or uninsured negligent act or Two Rivers Condominium Declaration

Page - 8

neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee, or guest of such owner or member of his household.

- B. <u>Family Unit Owner.</u> The responsibility of each Family Unit Owner shall be as follows:
 - (1) To maintain, repair and replace, at his expense, all portions of his Family Unit.
- (2) To provide routine household cleaning and maintenance of Limited Common Elements restricted to the use of that Unit's Owner.
- (3) To perform his responsibilities in such manner as not unreasonably to disturb other persons residing within the building.
- (4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the Family Unit, unless the written consent of the Association is obtained.
- (5) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- (6) Not to make any alterations in the portions of the Family Unit or the buildings which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would or might jeopardize or impair the safety or soundness of the building, without first obtaining the written consent of the Directors of the Association; nor shall any Family Unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.
- (7) Not to construct or permit anything in the limited common elements such as patio enclosures, grape arbors, gazebos, playhouses, sheds, and the like, excepting things in the fenced enclosed rear area that are not higher than the privacy fence. Otherwise, things placed in limited common elements must be are easily movable, such as lawn furniture, portable grills, etc.
- (8) In the event of units sold in an unfinished condition, to complete finishing the unit within nine months of delivery of the deed initially conveying the unit.
- C. <u>Construction Defects</u>. The obligation of the Association and of owners to repair, maintain, and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that a maintenance, repair, Two Rivers Condominium Declaration

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or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance, or replacement by the Association or owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and or any Family Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Family Unit owner in performing his obligation hereunder.

13. Easements: Leases.

- A. Encroachments. In the event that, by reason of the construction, settlement, or shifting of the building, or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Elements presently encroaches or shall hereafter encroach upon any part of a Family Unit, or any part of a Family Unit presently encroaches or shall hereafter encroach upon any part of the Common Elements, or if, by reason of the design or construction of any unit, it shall be necessary or advantageous to an owner to use or occupy, for formal uses and purposes, any portion of the Common Elements consisting of unoccupied space within the building and adjoining his Family Unit, or if, by reason of the design or construction of utility systems, any main pipe, ducts, or conduits, serving either any other Family Unit or more than one Family Unit, presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established, and shall exist for the benefit of such Family Unit and the Common Elements, as the case may be, so long as all or part of the building containing such Family Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Family Unit, or in favor of the Common Elements, if such encroachment occurred due to the willful conduct of such owner.
- B. Easements for Certain Utilities. Sewer service is provided and billed separately to each unit. There is hereby reserved for the benefit of the Unit Owners' Association and the government agency providing such utilities the right to enter the common elements and individual units to perform any necessary maintenance of such utilities.

Each unit owner shall have the non-exclusive right to use all easements shown on Exhibit A filed herewith, as are reasonably necessary for his unit, as well as all easements granted by developer or any other property to the Association for the benefit of unit owners, ads are reasonably necessary for his unit.

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The Unit Owners' Association may hereafter grant easements on behalf of Family Unit Owners to entities for utility purposes for the benefit of the Condominium Property, including property to be added to the Condominium Property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, over, under, along and on any portion of the Common Elements, and each Family Unit Owner hereby grants, and the transfer of title to a Family Unit Owner shall be deemed to grant, the Association and irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Family Unit Owner, such instruments as may be necessary to effectuate the foregoing.

- C. Easements Through Walls Within Family Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Family Units.
- D. Reserved and Granted Driveway Easements. Grantor on behalf of itself and its successors as owner of any part of Parcel II does hereby reserve the right to use any driveways constructed on or servicing the condominium property as vehicular and pedestrian access to such other property, and to use utility lines and services located on the condominium property that service all or part of Parcel II until such time as all of Parcel II has been added to the condominium by amendments to this declaration, and such reserved easement shall exist whether of not all of Parcel II is added to the condominium property. Grantor hereby grants to purchasers of units in the condominium the non-exclusive right to use utility lines and services located on Parcel II that service the condominium property until such time, if ever, that the land on which they are located are made part of the condominium property, and also grants to such owners non-exclusive easement rights in the private drives that provide access within the condominium and access to public streets, and in walkways through and in the vicinity of the condominium. The Association shall share in the cost to maintain and replace as necessary improvements constituting such private streets and walkways, which shall be shared in an equitable manner with other properties in the vicinity which also have the right to use said improvements. Expenses incurred by the Association in connection therewith shall be collected from unit owners as are other common expenses. Grantor shall not be obligated to provide snow removal from said driveway easement.
- E. Waterway Easements. Portions of the shoreline within the property described as Parcel II above, which shoreline is not initially part of the condominium property, may be made available for use by unit owners for waterway purposes, including the mooring of boats at docks. Such availability would be in accordance with rules adopted by the association, in the event the necessary governmental approvals for such usage are obtained, and the prior owner of the land, developer or the association installs the improvements to make such usage.

- F. Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part or portion thereof.
- G. References to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, shall not defeat or fail to reserve said rights or easements, but same shall be deemed conveyed or encumbered along with the unit.
- H. Construction or Planting over Utilities. Neither any owner or the association shall permit anything to be constructed, or any trees or shrubs to be planted, over the areas marked as utility easements on the drawings filed herewith, or within five feet of the actual centerline of pipes, wires and other utility service devices running to Family units. This section shall be enforced so that maintenance of utility services can be done without interference by trees, shrubs, or structures.

14. Assessments and Lien of Association.

- A. <u>General</u>. Assessments for the maintenance, repair and insurance of the Common Elements and for the insurance of the Family Units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws.
- B. <u>Division of Common Profits and Common Expenses</u>. Expenditures necessary to operate and maintain the common areas and facilities of the condominium development are shared by all condominium owners, and are paid through the Association, and are shared equally.
- C. <u>Non-Use of Facilities</u>. No owner of a Family Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Family Unit.
- D. <u>Lien of Association</u>. The Association shall have a lien upon the estate or interest in any Family Unit of the owner thereof, and its percentage of interest in the Common Elements, for the payment of the portion of the common expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable, together with collection costs, attorney fees and other charges allowable under Section 5311.18, Ohio revised Code, from the time a certificate therefore, subscribed by the President of the Association, is filed with the Recorder of Erie County, Ohio, pursuant to authorization given by the Board Directors of the Association. Such certificate shall contain a

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description of the Family Unit, the name or names of the record owner or owners thereof, and the amount of such unpaid portion of the common expenses and other charges. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released and satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the owner of the Family Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

- E. <u>Priority of Association's Lien.</u> The lien provided for in Section D of this Item 14 shall take priority over any lien or encumbrance subsequently arising or created, except a lien for real estate taxes and assessments, and the liens of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Family Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure actions, the Association shall be entitled to become a purchaser at the foreclosure sale.
- F. <u>Dispute as to Common Expenses</u>. Any Family Unit owner who believes that the portion of common expenses chargeable to his Family Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Family Unit may bring an action in the Court of Common Pleas for Erie County, Ohio, for the discharge of such lien.
- G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of the first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of the first mortgage, or takes a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by the acquirer.
- H. <u>Liability for Assessments Upon Voluntary Conveyance</u>. In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Family Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Family Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the

grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent, and "grantee" shall include a devisee or intestate heir of said decedent.

15. Hazard Insurance.

- A. <u>Fire and Extended Coverage Insurance of Units</u>. Each owner shall, at the owner's expense, obtain for the owner's benefit fire and extended coverage insurance on the owner's Unit, in such amount as the owner deems appropriate, with the Unit owner as the insured.
- B. <u>Hazard Insurance of Common Elements</u>. The Association, as a common expense, may obtain insurance covering the Common Elements against such risks and in such amounts as the Association Board of Directors determines reasonable and prudent from time to time.

16. Liability Insurance.

The Association, as a common expense, shall insure itself, the Board of Directors, all Family Unit Owners, and members of their respective families, and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to any one occurrence, and to the limit of not less than Twenty-five Thousand Dollars (\$25,000.00) in respect to damage to or destruction of property arising out of any one accident. The Association, through its Board of Directors, may obtain higher limits of coverage.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Family Units.

17. Remedies for Breach of Covenants and Regulations.

- A. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Directors of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit B, shall give the Board of Directors, in addition to the rights hereinafter set forth in this Item, the right:
- (1) To enter upon the land or Family Unit or portion thereof upon which, or as to which, such violation of breach exists, and summarily to abate and restructure, at the expense Two Rivers Condominium Declaration

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of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association; and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

- (2) To enjoin, abate, or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- B. Involuntary Sale. If any owner, (either by his own conduct or by the conduct of any other occupant of his Family Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or of the By-Laws of the Association attached hereto as Exhibit B, or the regulations adopted by the Board of Directors of the Association. and such violation shall continue for thirty (30) days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Directors to cure such violation, then the Board of Directors shall have the power to issue to the defaulting owner a 10- days' notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Board of Directors against the defaulting owner for a decree of mandatory injunction against the owner or occupant subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be arbitrarily withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use, or control the Family Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property to be sold, (subject to the lien of any existing mortgage), at a judicial sale, upon such notice and terms as the court shall establish; provided, that the court shall enjoin and restrain the defaulting owner directly or indirectly from reacquiring his interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be applied to discharge liens of record in order of priority. Any balance of proceeds, after the payment and satisfaction of any unpaid assessments payable to association, may then be paid to the owner. Upon the confirmation of such sale, the purchaser thereafter shall thereupon be entitled to a deed to the Family Unit ownership, and to immediate possession of the Family Unit sold, and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

18. Addition to Condominium Property.

A. General. Grantor contemplates construction on Parcel II, in phases, additional residential structures and Grantor contemplates submitting such additional buildings, improvements, and structures thereon, all easements, rights and appurtenances belonging Two Rivers Condominium Declaration

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thereto, and all articles of personal property incident thereto and thereon, to the provisions of this Declaration and the Condominium Act, so that the same will become in all respects part of the Condominium Property of Two Rivers Condominium. Said residential structures may, but need not, be substantially similar in architectural design and appearance to the building and other improvements now constructed and it is anticipated that the maximum total number of units, including the initial units, will be forty-six (46) units, to be of similar general design as those units in the existing buildings. Notwithstanding the foregoing, Grantor reserves the right to make such reasonable changes in any of the foregoing as Grantor deems necessary or desirable, to alleviate construction problems, comply with zoning ordinances, building codes, insurance underwriting and/or other requirements, provide for utility and/or other service agreements, and otherwise to construct the building in reasonable harmony with the development now existing and with provisions of this Declaration, the By-Laws and Drawings. Grantor also reserves the right to conclude the project at any time, and not add the maximum number of units to the condominium that are allowed by this section, and not add all of Parcel II to the condominium.

- B. Option to Submit Parcel II to Condominium Act. Grantor hereby reserves the right and option for a period of seven (7) years from and after the date this Declaration is filed of record, which is renewable for an additional period of seven (7) years at the option of Grantor, exercisable within six (6) months prior to the expiration of the initial seven (7) years with the consent of the majority of the Unit Owners other than Grantor, at which time the option to submit the additional Condominium Property to the provisions of this act will expire, (i) to submit all or any portion of Parcel II and the buildings, easements, rights and appurtenances belonging thereto, and all personal property incident thereto and thereon to the provisions of this Declaration and the Condominium Act, thereby causing the same to be and become a part of Two Rivers Condominium, and (ii) to amend this Declaration as provided in this Article 18 and/or 9 hereof in order to provide, without limitation, for (a) the submission to and inclusion of the improvement in the Declaration as amended, and the Condominium Act, as part of the Condominium Property, (b) a then-current description of the buildings, improvements and units and the drawings of all thereof as part of the drawings attached as Exhibit A hereto, (c) the addition to and combination of the Common Elements and the Limited Common Elements of the property added with the existing Common Elements and the Limited Common Elements of Parcel I, so that all owners of units on Parcel I and owners of units on the additional parcel shall have an undivided percentage of ownership interest therein, (d) a thencurrent description of the land remaining as Parcel II, reserved for future development, if any. Upon the filing of such amendment or amendments in accordance with the terms hereof, the percentage of ownership of undivided interest in the combined Common Elements attributable to the ownership of each unit shall be determined in accordance with Chapter 5311 of the Ohio Revised Code by Grantor, whose determination of such percentages shall be final.
- C. Consent of Owners. Grantor, on his own behalf and as the initial owner of all units in the Condominium Property and on behalf of all subsequent owners, hereby consents and Two Rivers Condominium Declaration

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approves, and each owner and/or his mortgagees, by acceptance of a deed conveyed such ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves of all the provisions of this Article 18, including without limiting the generality of the foregoing, the amendment of this Declaration by Grantor in the manner provided in this Article 18 and/or in Article 9 hereof, and all such owners and the mortgagees, upon request of Grantor, shall execute and deliver from time to time all such instruments and perform all such acts as Grantor deems necessary and/or proper to effectuate any and/or all of said provisions.

- D. Grant of Power of Attorney. Each owner and their respective mortgagees, by acceptance of the deed conveying an ownership interest and/or mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints and designates Grantor, (and/or any successor and/or design of Grantor) his attorney-in-fact, such appointment and designation being coupled with an interest, and hereby authorizes, directs, and empowers such attorney-in-fact at the option reserved in this Article 18 to add all or part of Parcel II to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of each such owner and/or mortgagee an amendment or amendments of this Declaration for such purposes and for and in the name of such respective mortgagees, their consents to such amendment or amendments. The addition of Parcel II may be made in phases by more than one amendment.
- E. General Considerations Regarding Additions to Condominium Property. If all or part of Parcel II is included as Condominium Property, such addition may be done at different times. There are no limitations as to the location of the improvements that may be made on any portion of Parcel II or to their timing, or the order of adding them. All structures erected on Parcel II will be compatible with the existing structures on Parcel I in terms of quality of construction, principal materials to be used and architectural style. The maximum number of units/acre that may be created on any portion of Parcel II that is added to the Condominium Property by an Amendment to this Declaration is ten (10). All added unit's use is limited to residential purposes, as described above.

With respect to all improvements to any portion of Parcel II, other than structures, there are no such improvements that must be made and there are no restrictions upon improvements that may be made, other than as stated herein. Units added need not be substantially identical to existing units, but must be of a type described in this declaration and exhibits hereto. A successor owner of the condominium property or of additional property added to it who is not an affiliate of the developer and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by a deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the developer or a breach of an obligation by the developer.

F. Right of Developer To Make Corrections. In the event the developer discovers

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after this declaration, by-laws and drawings are filed, or after any amendments hereto are filed, that any of said documents contain typographical or arithmetic errors, the developer shall have the right to file an amendment to correct such errors, the same as the developer has the right to file amendments under this Article 18, or corrections may be made as part of an amendment to add land and buildings to this condominium.

G. Successor Developer. In the event Grantor conveys all or any portion of Parcel II and in writing assigns to the grantee the right to add all or any portion of the property conveyed to this condominium, such grantee shall have the right to add all or any portion of such conveyed property to this condominium in accordance with this Article 18, and shall, with respect to such property, be deemed Grantor or developer under this Declaration.

19. Miscellaneous Provisions.

- A. Each grantee of Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- B. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Revised Code, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.
- C. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- D. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.
- E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, thence such provision shall continue only until twenty-one (21) years after death of the survivor of the now living descendants of George H. W. Bush, Two Rivers Condominium Declaration

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forty-first President of the United States.

- F. That so long as Grantor, or its successors and assigns, owns one or more of the Family Units established and described herein, said Grantor, its successors and assigns, shall be subject to the provisions of this Declaration, and of the Exhibits attached hereto; and said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the condominium.
- G. Neither Grantor, nor its representatives, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit B or in Grantor's (or its representative's) capacity as developer. contractor, owner, manager, or seller of the Condominium Property, whether or not such claim (1) shall be asserted by any Family Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contract or (except in the case of gross negligence) ex delict. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect of any Family Unit Owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).
- H. In the event of litigation between the Association and any Unit Owner, the losing party shall be obligated to pay the reasonable attorney fees and other reasonable litigation expenses of the prevailing party.
- I. The heading to each Item and to each Section hereof is inserted only as a matter of convenience, and for reference and in no way defines limits or describes the scope of intent of this Declaration. Gender references shall be deemed to be male, female or neutral, singular or plural, where appropriate.
- J. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

IN WITNESS WHEREOF, Grantor, by Jim Seitz, Jr., its president, has executed this instrument this 16 day of 0, 2010.

Seitz Design & Construction, Inc., by:

lim Seltz, Jr., President

STATE OF OHIO, ERIE COUNTY, SS.

The foregoing instrument was acknowledged before me this 6 day of _______, 20 10 by Seitz Design & Construction, Inc., by Jim Seitz, Jr., its president.

SALLY J. LUCIUS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
July 28, 2013

Notary Hattac

My commission expires:

This instrument prepared by Ronald J. Mayle, Attorney at Law

EXHIBIT C TWO RIVERS CONDOMINIUM - PARCEL I

BEING PART OF ORIGINAL LOTS 18, 19, AND 27, SECTION 1, HURON TOWNSHIP, CITY OF HURON, ERIE COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Location of Unit 63):

Beginning at a Mag Nail found at the northerly terminus of the centerline of Marina Drive of Huron Heights Subdivision No. 1, as recorded in Plat Volume 15, Page 1 of the Erie County Plat Records, said point also being the southerly terminus of Sheltered Brook Dr., thence North 58° 35' 47" East along the centerline of Sheltered Brook Dr., a distance of 8.53 feet to the principal place of beginning;

- 1. Thence North 28° 41' 21" West, a distance of 42.55 feet to a point;
- 2. Thence South 60° 27' 02" West, a distance of 13.20 feet to a point;
- 3. Thence North 29° 32' 58" West, a distance of 125.16 feet to a point;
- 4. Thence North 61° 18' 39" East, a distance of 77.18 feet to a point;
- 5. Thence South 28° 41' 21" East, a distance of 164.92 feet to a point on the centerline of Sheltered Brook Dr.;
- 6. Thence southwesterly along the centerline of Sheltered Brook Dr. along an arc of a curve to the left, having a central angle of 01° 32′ 59", a radius of 1000.00 feet, a chord of 27.04 feet, bearing South 59° 22′ 16" West, an arc distance of 27.04 feet to a point;
- 7. Thence South 58° 35' 47" West continuing along the centerline of Sheltered Brook Dr., a distance of 35.11 feet to the principal place of beginning and containing 0.2774 acres (12083 square feet of land), but subject to all legal highways easements and restrictions of record.

ALSO: (Location of Unit 74)

Beginning at Mag Nail found at the northerly terminus of the centerline of Marina Drive of Huron Heights Subdivision No. 1, as recorded in Plat Volume 15, Page 1 of the Erie County Plat Records, said point also being the southerly terminus of Sheltered Brook Dr., thence North 58° 35' 47" East along the centerline of Sheltered Brook Dr., a distance of 43.63' to a point. Thence continuing northerly along the centerline of Sheltered Brook Dr., along an arc of a curve the left, having a central angle of 6° 15' 35", a radius of 1000.00 feet, a chord of 109.20 feet, bearing North 61° 43' 34" East, a arc distance of 109.25 feet to a point, thence continuing northerly along the centerline of Sheltered Brook Dr., North 64° 51' 20" East, a distance of 15.77 feet to a point, thence continuing northerly along the centerline of Sheltered Brook Dr. along an arc of a curve to the left, having a central angle of 39° 39' 05", a radius of 550.00 feet, a chord of 373.07 feet, bearing North 45° 01' 48" East, an arc distance of 380.62 feet to a point, thence continuing along the centerline of Sheltered Brook Dr., North

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25° 12' 15" East, a distance of 6.24 feet to a point, thence northerly along the centerline of Sheltered Brook Dr. along an arc of a curve to the right, having a central angle of 27° 25' 29", a radius of 549.99', a chord of 260.75 feet, bearing North 38° 55' 00" East, an arc distance of 263.26 to a point, thence continuing along the centerline of Sheltered Brook Dr., North 52° 37' 45" East, an distance of 123.84 feet to the principal place of beginning;

- 1. Thence North 52° 37' 45" East, a distance of 23.96 feet along the centerline of Sheltered Brook Dr. to a point;
- 2. Thence northerly along the centerline of Sheltered Brook Dr. along an arc of a curve to the left having a central angle of 4° 54′ 06″, a radius of 500.02 feet, a chord of 42.76 feet bearing North 50° 10′ 42″ East, an arc distance of 42.78 feet to a point;
- 3. Thence North 37° 26' 21" West, a distance of 142.99 feet to a point;
- 4. Thence South 52° 47' 45" West, a distance of 66.69 feet to a point;
- 5. Thence South 37° 26' 21" East, a distance of 145.02 feet to the principal place of beginning and containing 0.2213 acres (9639.8280 square feet) of land, but subject to all legal highways easements and restrictions of record.

EXHIBIT D TWO RIVERS CONDOMINIUM- PARCEL II

Being a parcel of land located in part of Original Lots 19 and 27, Section 1, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows:

Beginning at a mag nail set on the northerly terminus of the centerline of Marina Drive, as recorded in the plat of Huron Heights Subdivision No. 1, as recorded in Volume 15, Page 1 of the Erie County Deed Records;

- 1. Thence North 37° 14' 50" West along the northerly terminus of Marina Drive, a distance of 30.14 feet to a % " iron pin set;
- 2. Thence southwesterly along an arc of a curve to the left, having a radius of 376.41 feet, a central angle of 4° 04′ 31″, a chord of 26.77 feet, bearing South 56° 05′ 30″ West, an arc distance of 26.77 feet to a %″ iron pin set;
- 3. Thence North 42° 01' 13" West, a distance of 185.77 feet to a %" iron pin set;
- 4. Thence North 38° 56' 13" West, a distance of 121.14 feet to a point on the centerline of Mud Creek, as located by Hartung and Associates Engineer and Surveyors;
- 5. Thence continuing along the centerline of said Mud Creek, North 56° 26' 00" East, a distance of 428.00 feet to a point;
- 6. Thence continuing along the centerline of said Mud Creek, North 37° 45' 00" East, a distance of 1110.00 feet to a point;
- 7. Thence continuing along the centerline of said Mud Brook, North 55° 57' 01" East, a distance of 594.51 feet to a point;
- 8. Thence South 60° 58' 00" East, a distance of 271.89 feet to a 5/4" iron pint set;
- 9. Thence South 10° 54' 23" West, a distance of 184.48 feet to a %" iron pin set;
- 10. Thence South 25° 17' 48" West, a distance of 119.36 feet to a %" iron pin set;
- 11. Thence South 47° 37' 27" West, a distance of 532.76 feet to a 1/4" iron pin set;
- 12. Thence South 21° 55' 36" West, a distance of 215.18 feet to a 5" iron pin set;
- 13. Thence South 46° 19' 59" West, a distance of 222.53 feet to a %" iron pin set;
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- 14. Thence South 52° 37' 45" West, a distance of 191.23 feet to a %" iron pin set;
- 15. Thence South 42° 50' 12" West, a distance of 133.76 feet to a %" iron pin set;
- 16. Thence South 27° 34' 19" West, a distance of 188.31 feet to a %" iron pin set;
- 17. Thence North 52° 12' 02" West, a distance of 81.96 feet to a %" iron pin set;
- 18. Thence South 37° 47′ 58" West, a distance of 50.00 feet to a %" iron pin set;
- 19. Thence South 52° 12' 02" East, a distance of 70.47 feet to a %" iron pin set;
- 20. Thence South 40° 37' 16" West, a distance of 113.52 feet to a %" iron pin set;
- 21. Thence North 40° 53' 09" West, a distance of 113.51 feet to a %" iron pin set;
- 22. Thence southwesterly along an arc of a curve to the right, having a radius of 575.00 feet, a central angle of 9° 54′ 22″, a chord of 99.29 feet, bearing South 54° 32′ 39″ West, an arc distance of 99.42 feet to a %″ iron pin set;
- 23. Thence South 28° 09' 57" East, a distance of 35.40 feet to a \(\frac{\pi}{2} \) iron pin set;
- 24. Thence South 61° 50' 03" West, a distance of 50.00 feet to a %" iron pin set;
- 25. Thence North 28° 09' 57" West, a distance of 35.52 feet to a %" iron pin set;
- 26. Thence South 64° 51' 20" West, a distance of 19.53 feet to a 5/" iron pin set;
- 27. Thence southwesterly along an arc of a curve to the left, having a radius of 975.00 feet, a central angle of 6° 15′ 34″, a chord of 106.46 feet, bearing South 61° 43′ 34″ West, an arc distance of 106.52 feet to a 5″ iron pin set;
- 28. Thence South 58° 35' 47" West, a distance of 41.08 feet to a %" iron pin set on the northerly terminus of said Marina Drive;
- 29. Thence North 37° 14' 50" West along the northerly terminus of Marina Drive, a distance of 25.13 feet to the principal place of beginning and containing 22.4195 acres of land, but subject to all legal highways, easements and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Contractors Design Engineering, Consulting Engineers and Surveyors, Norwalk, Ohio in August, 2008 per Timothy W. Scott,

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Registered Surveyor No. 7072 from existing records by Contractors Design Engineering, Consulting Engineers and Surveyors, Norwalk, Ohio

But excepting therefrom, the portions thereof constituting part of Parcel I as established by this Declaration of Condominium Ownership, as described on Exhibit C filed herewith.

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EXHIBIT B

BY-LAWS OF TWO RIVERS CONDOMINIUM OWNERS ASSOCIATION, INC.

The within By-Laws are executed and attached to the Declaration of Two Rivers Condominium pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Directors of the Association. The mere acquisition or rental of any of the Family Units (hereinafter referred to as "units") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I - THE ASSOCIATION

- Section 1. Name and Nature of Association. The Association shall be an Ohio corporation, not for profit and shall be called Two Rivers Condominium Owners Association, Inc.
- Section 2. Membership. Each unit owner, upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit, at which time the new owner of such unit shall automatically become a member of the Association.
- Section 3. Voting Rights. Voting shall be in proportion to each unit owner's percentage ownership interest in the common Elements, or one vote each unit.
- Section 4. **Proxies.** Members may vote or act in a person or by proxy. The person appointed a proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the member or members making such designation. Notice to the Board of Directors in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meeting of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the

election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting, shall be held at the office of the Association, or at such other place upon the Condominium Property as may be designated by the Board of Directors and specified in the notice of such meeting, at 8:00 p.m. or at such other time as may be designated by the Board of Directors and specified in the notice of the meeting. The first annual meeting of the Association shall be held within 30 days when at least eleven units are sold. Thereafter, the annual meeting of the Association shall be held in the same month as the initial meeting, at a time and location established by the Board of Directors from time to time.

- (b) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Directors of the Association or by members entitled to the votes of three unit owners. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 p.m. and shall be held at the office of the Association or at such other place upon the Condominium Property as shall be specified in the notice of the meeting.
- (c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is a unit owner of record as of the day preceding the day on which notice is given. If mailed the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.
- (d) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise at least 25% of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws.

The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

- (e) Order of Business. The order of business at all meetings of members of the Association shall be as follows:
 - (1) Calling of meeting to order;
 - (2) Proof of notice of meeting or waiver of notice;
 - (3) Reading of minutes of preceding meeting;
 - (4) Reports of officers;
 - (5) Reports of Committees;
 - (6) Election of Inspectors of election;
 - (7) Election of Directors;
 - (8) Unfinished and/or old business;
 - (9) New Business;
 - (10) Adjournment.
- (f) Actions Without a Meeting. All actions, except removal of a Director, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing of writings signed by members having the percentage of voting power required to take such action if same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE 11 - BOARD OF DIRECTORS

Section 1. Number and Qualification. The Board of Directors shall consist of three (3) persons, all of whom must be owners, spouses of owners of units, or, when a unit is not owned by an individual, the owner of a unit may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer or employee of that owner, except for a period of five (5) years from the date of filing of these By-Laws, or until a total of thirty-three (33) units have been sold and deeds evidencing such sale have been filed for record, whichever first occurs, Grantor or persons designated by Grantor shall have the right to be appoint and remove members of the Board of Directors and other officers of the unit owners association and to exercise the powers and responsibilities otherwise assigned by law or the declaration to the units owners association, the Board of Directors, or other officers. If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold mortgages upon more than fifty percent (50%) of the units, such lending institution may designate its representative who shall be an additional member of the Board of Directors. Such representative need not be an owner or occupier of a unit.

Section 2. Election of Directors; Vacancies. The required Directors shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Directors, however caused. The remaining Directors, though less than a majority of the authorized number of Directors, may, by the vote of a majority of their number, fill any vacancy for the unexpired term, provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1 of this Article II, if any, shall be filled by such lending institution, and a vacancy in the position filled by designation of the Developer shall be filled by it.

Section 3. Term of Office; Resignations. Each Director shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Director may specify. Members of the Board of Directors shall serve without compensation. Until members are first elected pursuant to this section, the Developer shall exercise all powers otherwise exercisable by the Board of Directors. Not later than sixty days after thirty (30) units have been sold and conveyed by the Developer, the Unit Owners' Association shall meet, and the unit owners, other than the Developer, shall elect one (1) member of the Board of Directors, who together with the Developer or the Developer's designees shall constitute the Board. Each position on the Board of Directors shall be subject to election in each annual meeting. Members of the Board of Directors are eligible for re-election.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least four (4) such meetings shall be held during the fiscal year.

Section 6. Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of the Director at any such meeting without protesting, prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any

Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Removal of Directors. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Directors, except the Director, if any, acting as a representative of a lending institution or a member designated by the Developer as provided in Section 1 of this Article II, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been posed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 9. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III - OFFICERS

Section 1. Election and Designation of Officers. The Board of Directors shall elect a President, a Vice President, a Secretary and a Treasurer, and may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary, who need not be members of the Board of Directors but who are members of the Association, or persons who could be heirs-at-law of a unit owner under the Ohio statutes of descent and distribution provided they are occupiers of a unit. One person may serve as both secretary and treasurer.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Directors and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.

- Section 3. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Directors. Subject to directions of the Board of Directors, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Directors or otherwise provided for in the Declaration or in these By-Laws.
- Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Directors.
- Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Directors. He shall keep such books as may be required by the Board of Directors, shall give notices of meetings of members of the Association and of the Board of Directors required by law, or by these By-Laws or otherwise,, and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.
- Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Directors. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Directors and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.
- Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.
- Section 8. Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer and generally to control the action of the officers and to require the performance of duties in addition to these mentioned herein.

ARTICLE IV - GENERAL POWERS OF THE ASSOCIATION

- Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:
 - (a) Utility Services. The cost of water, waste removal, electricity, telephone,

heat, power or any other necessary utility service for the Common Elements, which are not separately metered or otherwise directly charged to individual owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Directors of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board of Directors, by such owner of any utility service having been charged against or to the maintenance fund;

- (b) <u>Casualty Insurance</u>. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;
- (c) <u>Liability Insurance</u>. The premium upon a policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners of units and of the Common Elements, and the invitees, or tenants, incident to the ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policy shall be reviewed annually;
- (d) <u>Workmen's Compensation</u>. The costs of workmen's compensation insurance to the extent necessary to comply with any applicable laws;
- (e) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and the organization, operation and enforcement of the rights of the Association;
- (f) <u>Care of Common Elements</u>. The cost of landscaping, gardening, snow removal, repair and replacements of the Common Elements and recreational facilities situated on the Common Elements, and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;
- (g) <u>Certain Maintenance of Units</u>. The cost of the maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owners, provided that the Association shall levy special assessment against such unit owner for the cost of said

maintenance or repair;

- (h) <u>Discharge of Mechanic's Liens</u>. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners;
- (i) Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, insurance claim deductibles, "common expenses" or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.
- Section 2. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for the purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration and these By-Laws), having a total cost in excess of Five Hundred Dollars (\$500.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Five Hundred Dollars (\$500.00), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the two-year period following filing of the Declaration, if Developer shall own any of the units, its consent to such expenditure shall be required.
- Section 3. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration, and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the rules and regulations of the

Declaration and of these By-Laws shall govern.

Section 4. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 5. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties or responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Applicable Laws. The Association shall be subject to and govern by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer property subject to the Condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor or such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE V - DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his share of the expenses of administration, maintenance, and repair of the Common Elements and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, that is, equal. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors of the Association as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all the services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th, notify each owner in writing as to the amount of each estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the

owners according to each owner's percentage of ownership in the Common Elements as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each year and every month of said year, each owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Association shall supply to all owners, an itemized accounting of the maintenance expenses actually incurred for in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be accrued according to each owner's percentage of ownership in the Common Elements to the next monthly installments due from owners under the current year's estimate, until exhausted and any net shortage shall be added according to each owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Unless excused by the membership annually, at least 10% of assessments shall be budgeted for such purpose. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the same shall be assessed to the owners according to each owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

- Section 4. Budget for First Year. When the first Board of Directors elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 3 of this Article V.
- Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any owner or any representative of an owner duly authorized in writing, at reasonable times and upon request by an owner. Upon ten (10) days notice to the Board of Directors and upon payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in the proportion to each owner's percentage ownership in the Common Elements as provided in the Declaration.

Section 8. Assessments Prior to Organization of Association. Until such time as the Association is organized, monthly assessments in the amount of \$140.00 per unit shall be paid by the owner of each unit (including those units owned by the Developer) and such sums shall be deposited with a bank or savings and loan association in Erie County, Ohio, for the account of and for the benefit of the Association. Such payments in such amount shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these By-Laws immediately following the organization of the Association. After the Association has been organized, the Developer shall continue to pay its proportionate share of the monthly assessments to the Association for each unit, the title to which is vested in the Developer.

Section 9. Annual Audit. The books of the Association shall be audited once a year by the Board of Directors, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Directors, such audit shall be made by a Certified Public Accountant. In addition and at any time, requested by the owners of four or more units, including Developer, the Board of Directors shall cause an additional audit to be made.

Section 10. Remedies for Failure to Pay Assessments. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Directors may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefore as provided in the Declaration. Unless prohibited by law, the Board of Directors may recover in such suit its costs in bringing same, including reasonable attorney fees. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the

Declaration. Provided, however, that no lien so originating shall be construed to disturb the priority and standing of any previously executed or created mortgage or lien of record. As provided in the Declaration, the members of the Board of Directors and their successors in office acting on behalf of the other unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and such request shall be complied with within twenty (20) days. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit, and, upon such payment, such encumbrancer shall be subrogated to the right of the Board of Directors to constitute such expenses a lien and to enforce it as hereinabove provided.

Section 11. Security Deposits from Certain Owners. If in the judgment of the Board the equity interest of any owner (whether the original owner or a subsequent purchaser or transferee) in his unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Section 10 above, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such owner shall be delinquent in the payment of such levies, the Association shall have the right to require such owner to establish and maintain a security deposit, in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such owner's equity interest in the unit, under consideration, will equal twenty-five percent (25%) of the purchase price of the unit in question. In the event that any owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any provisions of Chapter 5311, Revised Code, any covenants, terms and conditions of the Declaration, the Association shall have the right but not the obligation to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to any and all other remedies provided for in Chapter 5311, Revised Code, the Declaration or these By-Laws. Upon any sale by such owner of his unit, or at such time as such owner's equity in his unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of such owner shall be refunded, provided that such owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it. as aforesaid, in a single savings account and shall not be required to credit interest to any owner until such times as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 10 above and all rights thereto shall inure to the benefit of the lienor.

Section 12. Assessments for Additional Units Prior to Sale. It is contemplated that additional units will be added to the condominium property by way of amendment to the Declaration of Condominium Ownership. Upon the filing of such amendments, the Developer shall immediately notify the secretary of the Unit Owners' Association. As soon as

permitted under the available terms of insurance policies, the units added shall be included in the property insured by the policies obtained by the Unit Owners' Association. Upon their inclusion, the Unit Owners' Association shall commence providing services for which common expenses are charged and shall update the budget of the Association to incorporate such additional units. Thereupon the Association shall begin charging monthly assessments for the additional units which shall be paid by the Developer for unsold units until such time as they are sold, and thereafter by the purchasers of the units and their successors.

ARTICLE VI - GENERAL PROVISIONS

- Section 1. Developer's Rights Pending Sale of all Unit Ownerships. Until such time as the Association is formed, and until such time thereafter as Developer shall have consummated the number of sales requiring the first meeting of the Unit Owners' Association and the holding of such meeting, the powers, rights, duties and functions of the Association and its Board of Directors shall be exercised by the Developer.
- Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.
- Section 3. Service of Notice on the Board of Directors. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer at his unit.
- Section 4. Service of Notices or Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.
- Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- Section 6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all unit owners, their successors, heirs and assigns.
- Section 7. Notices of Mortgages. Any owner who mortgages his unit shall notify the Association, in such manner as the Association may direct, of the name and address of his

mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Units".

Section 8. Severability. The invalidity of any covenants, restrictions, condition, limitation or any other provisions of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

Section 9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these By- Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George H. W. Bush, forty-first President of the United States, and Edward Kennedy, Senator from Massachusetts.

Section 10. Joint Management Contracts. The Board of Directors shall have the power to enter into an agreement on behalf of the Association with one or more developments by Developer or associated companies, for the common management by a managing agent of said properties without intending to limit the generality of the foregoing, such agreement may provide for the allocation of common expenses, purchase of maintenance equipment and supplies, jointly sharing employees and management overhead.

IN WITNESS WHEREOF, Grantor, by Jim Seitz, Jr., its president, has executed this instrument this 10th day of 112 12.

Seitz Design & Construction, Inc., by:

Jim Seitz, Jr., President

STATE OF OHIO, ERIE COUNTY, SS.

The foregoing instrument was acknowledged before me this 16th day of

, 2010 by Seitz Design & Construction, Inc., by Jim Seitz, Jr., its president.

Notary Public

My commission expires:

This instrument prepared by Ronald J. Mayle, Attorney at Law

SALLY J. LUCIUS NOTARY PUBLIC, STATE OF OHIO My Commission Expires

July 28, 2013