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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR (MITCHELL HIGHLANDS)

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28th day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on **Exhibits A-1 and A-2** attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily of permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20)day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) Outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission,

except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design ques that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposes hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars ($50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,
an Ohio Corporation

By: _____
Donald R. Wick, President

State of Ohio
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28th day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

_____
KIMBERLY J. WILCHECK
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

EXHIBIT A-2

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000

201712190010467 12/19/2017
Pages:11 F:$100.00 2:19 PM
Teresa Markham T20170007296
Union County Recorder DOC:DECL

201802070001065 2/7/2018
Pages:12 F:$0.00 12:27 PM
Teresa Markham T20180000742
Union County Recorder DOC:DECL

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR (MITCHELL HIGHLANDS)

Re-record to add new exhbit A-1 to correct addresses

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 28th day of November, 2017, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on **Exhibits A-1 and A-2** attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. Mitchell Highlands Homeowners Association, Inc., an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving

such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.02 No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.03 No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.04 No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.05 All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.06 After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.07 No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08 No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.09 No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.10 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily of permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.11 All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.12 No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.13 Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.14 All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16 The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.17 A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.18 No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening.

Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20)day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) Outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission,

except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design ques that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks.

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or fascia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of-way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and

maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

ARTICLE 7. ASSESSMENTS

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposes hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars ($50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

ROCKFORD HOMES, INC.,
an Ohio Corporation

By: _____
Donald R. Wick, President

State of Ohio
County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me this 28th day of November, 2017, by Donald R. Wick, President of Rockford Homes, Inc. an Ohio corporation.

_____
KIMBERLY J. WILCHECK
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 5, 2017

This instrument was prepared by Rockford Homes, Inc., 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240

EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Rd	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Rd	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Rd	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Rd	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Rd	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Rd	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Rd	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Rd	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Rd	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Rd	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Rd	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Rd	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Rd	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Rd	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Rd	17-0022040.0050	135-00-00-368.000
143	9365 Dewitt Rd	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Rd	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Rd	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Rd	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Rd	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Rd	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Rd	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Rd / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

See Revised addresses on New Exhibit A-1

EXHIBIT A-1

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One Hundred Twenty-Three (123) through One Hundred Fifty-Two (152), inclusive, of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
123	9430 Windsor Curve	17-0022019.0110	135-00-00-357.000
124	9420 Windsor Curve	17-0022019.0100	135-00-00-356.000
125	9410 Windsor Curve	17-0022019.0090	135-00-00-355.000
126	9400 Windsor Curve	17-0022019.0080	135-00-00-354.000
127	9390 Windsor Curve	17-0022019.0070	135-00-00-353.000
128	9380 Windsor Curve / 9431 Dewitt Dr.	17-0022019.0060	135-00-00-352.000
129	9436 Dewitt Dr.	17-0022019.0050	135-00-00-314.000
130	9428 Dewitt Dr.	17-0022019.0040	135-00-00-313.000
131	9424 Dewitt Dr.	17-0022019.0030	135-00-00-312.000
132	9416 Dewitt Dr.	17-0022019.0020	135-00-00-311.000
133	9412 Dewitt Dr.	17-0022019.0010	135-00-00-310.000
134	9404 Dewitt Dr.	17-0022026.0060	135-00-00-309.000
135	9398 Dewitt Dr.	17-0022026.0050	135-00-00-308.000
136	9392 Dewitt Dr.	17-0022026.0040	135-00-00-307.000
137	9382 Dewitt Dr.	17-0022026.0030	135-00-00-306.000
138	9372 Dewitt Dr.	17-0022026.0020	135-00-00-305.000
139	9364 Dewitt Dr.	17-0022040.0040	135-00-00-304.000
140	9350 Dewitt Dr.	17-0022040.0030	135-00-00-303.000
141	9349 Dewitt Dr.	17-0022040.0060	135-00-00-369.000
142	9355 Dewitt Dr.	17-0022040.0050	135-00-00-368.000
143	9363 Dewitt Dr.	17-0022026.0130	135-00-00-367.000
144	9369 Dewitt Dr.	17-0022026.0120	135-00-00-366.000
145	9377 Dewitt Dr.	17-0022026.0110	135-00-00-365.000
146	9387 Dewitt Dr.	17-0022026.0100	135-00-00-364.000
147	9391 Dewitt Dr.	17-0022026.0090	135-00-00-363.000
148	9399 Dewitt Dr.	17-0022026.0080	135-00-00-362.000
149	9405 Dewitt Dr.	17-0022026.0070	135-00-00-361.000
150	9411 Dewitt Dr. / 9383 Windsor Curve	17-0022019.0140	135-00-00-360.000
151	9397 Windsor Curve	17-0022019.0130	135-00-00-359.000
152	Windsor Curve	17-0022019.0120	135-00-00-358.000

EXHIBIT A-2

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Numbered One (1) through Six (6), inclusive, Thirty-Eight (38), Fifty-Two (52) through Fifty-Six (56), inclusive, Eighty-Eight (88) through One Hundred One (101), and One Hundred Seven (107) through One Hundred Fourteen (114), inclusive, all of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
1	9514 Camberly Ave	15-0022018.0090	135-00-00-335.000
2	9522 Camberly Ave	15-0022018.0100	135-00-00-336.000
3	9528 Camberly Ave	15-0022018.0110	135-00-00-337.000
4	9536 Camberly Ave	15-0022018.0120	135-00-00-338.000
5	9542 Camberly Ave	15-0022018.0130	135-00-00-339.000
6	9550 Camberly Ave	15-0022018.0140	135-00-00-340.000
38	9552 Alnwick Loop / 9553 Highlands Ave	15-0022018.0150	135-00-00-341.000
52	9423 Alnwick Loop	17-0022019.0300	135-00-00-345.000
53	9415 Alnwick Loop / 9521 Highlands Ave	17-0022019.0310	135-00-00-346.000
54	9505 Highlands Ave	17-0022019.0320	135-00-00-347.000
55	9497 Highlands Ave	17-0022019.0330	135-00-00-348.000
56	9491 Highlands Ave	17-0022019.0340	135-00-00-349.000
88	9441 Dewitt Rd / 9490 Highlands Ave	17-0022019.0350	135-00-00-350.000
89	9440 Dewitt Rd / 9500 Highlands Ave	17-0022019.0170	135-00-00-316.000
90	9510 Highlands Ave	17-0022019.0180	135-00-00-317.000
91	9520 Highlands Ave / 9401 Greystone Ct	17-0022019.0190	135-00-00-318.000
92	9395 Greystone Ct	17-0022019.0200	135-00-00-319.000
93	9385 Greystone Ct	17-0022019.0210	135-00-00-320.000
94	9381 Greystone Ct	17-0022019.0220	135-00-00-321.000
95	9375 Greystone Ct	17-0022019.0230	135-00-00-322.000
96	9374 Greystone Ct	17-0022019.0240	135-00-00-323.000
97	9386 Greystone Ct	17-0022019.0250	135-00-00-324.000
98	9394 Greystone Ct	17-0022019.0260	135-00-00-325.000
99	9402 Greystone Ct / 9530 Highlands Ave	17-0022019.0270	135-00-00-326.000
100	9414 Alnwick Loop / 9531 Highlands Ave	17-0022019.0280	135-00-00-343.000
101	9422 Alnwick Loop	17-0022019.0290	135-00-00-344.000
107	9557 Alnwick Loop / 9541 Highlands Ave	15-0022018.0160	135-00-00-342.000
108	9549 Camberly Ave / 9540 Highlands Ave	15-0022018.0010	135-00-00-327.000
109	9543 Camberly Ave	15-0022018.0020	135-00-00-328.000
110	9537 Camberly Ave	15-0022018.0030	135-00-00-329.000
111	9529 Camberly Ave	15-0022018.0040	135-00-00-330.000
112	9523 Camberly Ave	15-0022018.0050	135-00-00-331.000
113	9517 Camberly Ave	15-0022018.0060	135-00-00-332.000
114	9511 Camberly Ave	15-0022018.0070	135-00-00-333.000

TRANSFER NOT NECESSARY

OCT 09 2018
ANDREA L. WEAVER, AUDITOR
BY Jamie Colwell

201810090007983 10/9/2018
Pages:15 F:$132.00 9:29 AM
Teresa Markham T20180005657
Union County Recorder DOC:EASE

To be recorded with Deed Records - R.C. ' 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code (O.R.C.) '' 5301.80 to 5301.92 by Rockford Homes, Inc., (the Owner), having an address of 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240 and Mitchell Highlands Homeowners Association Inc., (the Holder), having an address of 999 Polaris Parkway, Suite 200, Columbus, Ohio 43240, and the Ohio Environmental Protection Agency (Ohio EPA), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Union County, Ohio, in the Big Darby Creek watershed;

WHEREAS, the Owner has proposed a project the approvals for which require the Owner to obtain coverage under the general permit for storm water discharges associated with construction activity located within the Big Darby Creek watershed under the National Permit Discharge Elimination System, Ohio EPA permit number OHCD00002 (the "Permit");

WHEREAS, in order to mitigate for impacts associated with the Owner's proposed intrusion into the riparian setback area and as a condition of being granted coverage under the Permit, the Ohio EPA requires the Owner to obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of an unnamed tributary to Sugar Run and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act.

WHEREAS, the Owner proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this

Environmental Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. ' ' 5301.80 to 5301.92.

2. Covenant Area. The Covenant Area is an approximately 7.18 -acre tract of real property, located south of Highlands Avenue in Jerome Township, in Union County, Ohio, and more particularly described in Exhibit A and Exhibit B attached hereto and hereby incorporated by reference herein (the Covenant Area).

3. Rockford Homes, Inc., is the current fee simple owner of the Covenant Area.

4. Mitchell Highlands Homeowners Association Inc. shall be the fee simple owner of the Covenant Area.

5. Activity and Use Limitations. As part of the conditions set forth in the Permit and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development, and agricultural or industrial activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited;

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover, grasses or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species or other control activities that are approved by the Ohio EPA. Clearcutting is prohibited;

Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Covenant Area, or doing any act that would alter the topography of the Property shall be prohibited;

Dumping: Waste, yard waste, garbage and unsightly or offensive materials are

not permitted and may not be accumulated on the Covenant Area;

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the Permit and approved by the Ohio EPA; other than the removal of accumulated sediments and debris, which is limited to the minimum necessary to restore the waterway and does not apply to maintenance dredging. Removal of accumulated sediment shall occur only once per year and shall be limited to low-flow conditions whenever practicable, except in cases of emergency situations that threaten life or property;

Recreational Trails and Vehicles: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited;

Disturbance: Disturbance of the Covenant Area is prohibited, other than activities that promote natural and/or native vegetation in the Covenant Area or activities approved by the Ohio EPA associated with restoration or recovery of natural floodplain and channel form characteristics; except as required by Union County, in accordance with the Union County Ditch Maintenance Program established by ORC 6137, which will include activities intended to keep the stream corridor free of dead, diseased, dying trees (including presently healthy Ash trees) and the specifically identified noxious and invasive species of the Autumn Olive and Honeysuckle in order to maintain proper drainage through the stream corridor. Union County shall carefully remove the trees, shrubs and noxious weeds to maximize preservation of existing cover. Such maintenance may neither interfere with the conservation values of this Environmental Covenant nor impact the mitigation goals. In the event Union County must perform ditch maintenance, Ohio EPA shall be provided notice as listed in section 18. Clearcutting or channeling of any water resource is prohibited;

Utilities: Construction of utilities on the Covenant Area shall be prohibited. Underground or above-ground utilities may only be constructed if no other alternatives are available and Ohio EPA has approved the exception, including, Union County's potential for future drainage or access easements for the purpose of constructing, operating and/or maintaining storm sewers, culverts, storm water drainage swales, retention/detention basins and/or other storm water drainage facilities, including ingress and egress thereto;

Fertilization: The use or disposal of fertilizers is prohibited in the Covenant Area; and,

Other Activities: Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Covenant Area shall be prohibited.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. ' 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to R.C. ' 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or Holder (the reporting party that holds fee simple title to the Covenant Area), and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 2018, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE UNION COUNTY RECORDER ON _____, 2018, IN [DOCUMENT ____, *or*

BOOK___, PAGE ____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate the limitations from paragraph 5 in this covenant]

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

a. that the Owner is the sole owner of the Covenant Area;

b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility, road or other easement;

c. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and

d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder*[s]*, and the Ohio EPA, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the Owner's obligations pursuant to the Construction Storm Water NPDES Permit.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder, and the Owner or Transferee*[s]* of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this

Environmental Covenant, the Owner or Transferee*[s]* shall file such instrument for recording with the Union County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Union County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Union County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the County of Union; and the Mitchell Highlands Homeowners Association Inc.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Storm Water Manger
Division of Surface Water
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

Environmental Manager
401 Certification and Stormwater
50 W. Town Street, Suite 700
Columbus, Ohio 43215

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representatives of the Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:
Rockford Homes, Inc.

By: _____

Its: PRESIDENT

Date: 9-10-2018

State of Ohio

ss:

County of Delaware

Before me, a notary public, in and for said county and state, personally appeared Donald R. Wick a duly authorized representative of Rockford Homes, Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of the company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 10th day of September, 2018.

KIMBERLY J. WILCHECK
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 6, 2022

_____
Notary Public

This instrument was prepared by *Kagay, Albert, Diehl, Acklin & Groeber LLC*
141 East Town Street, Suite 101, Columbus, Ohio 43215

HOLDER:

Mitchell Highlands Homeowners Association Inc.

By: Robert E. Yoakam

Its: Incorporator & Director

Date: September 10th, 2018

State of Ohio

ss:

County of Delaware

Before me, a notary public, in and for said county and state, personally appeared Robert E. Yoakam a duly authorized representative of Mitchell Highlands Homeowners Association Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of said corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 10th day of September, 2018.

Kimberly J. Wilcheck
Notary Public

KIMBERLY J. WILCHECK
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 5, 2022

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: Craig W. Butler, Director

Date: 9-25-18

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Craig W. Butler, the Director of Ohio EPA, who Acknowledged to me that [he/~~she~~] did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25th day of SEPTEMBER, 2018.

NOTARIAL SEAL STATE OF OHIO

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
May 10, 2019

DESCRIPTION OF 4.243 ACRE EASEMENT
JEROME TOWNSHIP
UNION COUNTY, OHIO

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, and being within that 95.035 acres conveyed to Rockford Homes, Inc. of record in Instrument 201608240006790, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING FOR REFERENCE, at a common corner to said 95.035 acres and a 2.210 acre tract conveyed to Gary and Mary Ann Jarrell of record in Official Record Volume 38, Page 601, said common corner also being in the centerline of Mitchell Dewitt Road (County Road 9);

Thence, North 15°24'39" West, leaving said centerline, and along a line common to said 95.035 acres and said 2.210 acres, a distance of 78.78 feet, to the **POINT OF TRUE BEGINNING;**

Thence, South 74°40'22" West, leaving said common line and through said 95.035 acres, a distance of 100.00 feet, to a point on a line common with said 95.035 acres and a 0.700 acre tract conveyed to Donald L. Smith and Garnet R. Smith, of record in Deed Record Volume 340, Page 132;

Thence, North 15°24'37" West, with said common line, a distance of 189.04 feet, to a corner common with a 2.000 acre tract conveyed to Donald L. Smith and Garnet R. Smith, of record in Deed Record Volume 339, Page 137, and said 0.700 acres;

Thence, North 12°42'40" West, along a line common with said 95.035 acres, and said 2.000 acres, a distance of 35.15 feet, to a point;

Thence, leaving said common line and through said 95.035 acres, the following courses;

North 00°00'00" East, a distance of 50.45 feet, to a point;

North 46°56'36" East, a distance of 50.79 feet, to a point;

North 03°59'21" West, a distance of 318.51 feet, to a point;

North 55°31'49" East, a distance of 54.95 feet, to a point;

South 25°19'42" East, a distance of 75.96 feet, to a point;

South 30°26'39" East, a distance of 54.33 feet, to a point;

North 21°55'22" East, a distance of 32.95 feet, to a point;

North 31°46'04" West, a distance of 36.00 feet, to a point;

North 25°19'42" West, a distance of 75.96 feet, to a point;

North 55°31'49" East, a distance of 167.32 feet, to a point;

North 41°08'32" East, a distance of 54.87 feet, to a point;

North 63°05'09" West, a distance of 20.54 feet, to a point;

North 41°21'27" West, a distance of 84.02 feet, to a point;

North 18°01'51" West, a distance of 88.48 feet, to a point;

North 22°40'44" East, a distance of 123.63 feet, to a point;

South 62°28'34" East, a distance of 15.01 feet, to a point;

250 Old Wilson Bridge Road, Suite 250 | Worthington, Ohio 43085 | p: 614-540-6633 f: 614-540-6638 | www.cecinc.com

CEC Project 162-554

South 33°15'40" East, a distance of 26.84 feet, to a point;

South 69°16'43" East, a distance of 50.44 feet, to a point;

With the arc of a curve to the right having a radius of 245.00 feet, an arc length of 50.17 feet, a chord bearing of South 39°22'20" East , a chord length of 50.08 feet, and a delta angle of 11°43'57" to a point;

South 33°30'22" East, a distance of 113.71 feet, to a point;

With the arc of a curve to the left having a radius of 205.00 feet, an arc length of 78.45 feet, a chord bearing of South 44°28'06" East , a chord length of 77.97 feet, and a delta angle of 21°55'30" to a point;

South 34°40'56" West, a distance of 32.55 feet, to a point;

South 17°19'35" West, a distance of 38.88 feet, to a point;

South 07°09'49" West, a distance of 53.55 feet, to a point;

South 69°14'36" East, a distance of 47.55 feet, to a point;

South 41°08'32" West, a distance of 122.47 feet, to a point;

South 55°31'49" West, a distance of 158.48 feet, to a point;

South 03°59'21" East, a distance of 102.72 feet, to a point;

South 60°09'52" West, a distance of 111.12 feet, to a point;

South 03°59'21" East, a distance of 22.22 feet, to a point;

North 60°09'52" East, a distance of 111.12 feet, to a point;

South 03°59'21" East, a distance of 75.41 feet, to a point on a line common with said 95.035 acres and said 2.210 acres;

Thence, South 59°02'52" West, along said common line, a distance of 162.80 feet, to a corner common with said 95.035 acres and said 2.210 acres;

Thence, South 15°24'39" East, along a line common to said 95.035 acres and said 2.210 acres, a distance of 217.00 feet to the **POINT OF TRUE BEGINNING**, containing 4.243 acres, more or less.

The bearing described herein are based on the centerline right-of-way of Industrial Parkway being South 49°01'47" East, as measured with GPS observations on July 8th, 2016.

This description is based on an actual field survey performed on July 8th, 2016, under the supervision of Mark Alan Smith, and in accordance with Chapter 4733-37 Ohio Administrative Code.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC

3/14/2017

Mark Alan Smith P.S. Date
Registered Surveyor No. 8232

Date Prepared: March 13, 2017
162554-4.243-Acres.docx

Civil & Environmental Consultants, Inc.

DESCRIPTION OF 2.267 ACRE EASEMENT
JEROME TOWNSHIP
UNION COUNTY, OHIO

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, and being within that 95.035 acres conveyed to Rockford Homes, Inc. of record in Instrument 201608240006790, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING FOR REFERENCE, at a common corner to said 95.035 acres, and a 5.059 acre tract conveyed to David M. and Sheila R. Staats, of record in Deed Book Volume 311, Page 766, and a 5.380 acre tract conveyed to Rockford Homes, Inc., of record in Instrument 201609290007931;

Thence, North 86°01'52" West, leaving said common corner and through said 95.035 acres, a distance of 447.47 feet, to the **POINT OF TRUE BEGINNING;**

Thence, through said 95.035 acres, the following courses;

South 19°42'08" West, a distance of 408.13 feet, to a point;

South 60°25'54" West, a distance of 72.51 feet, to a point;

South 40°01'48" West, a distance of 67.38 feet, to a point;

South 13°52'43" West, a distance of 6.58 feet, to a point;

North 78°14'50" West, a distance of 50.03 feet, to a point;

North 74°29'25" West, a distance of 22.89 feet, to a point;

North 67°37'37" West, a distance of 52.70 feet, to a point;

North 13°52'43" East, a distance of 48.54 feet, to a point;

North 19°42'08" East, a distance of 465.35 feet, to a point;

South 77°39'47" East, a distance of 75.62 feet, to a point;

South 19°42'08" West, a distance of 7.97 feet, to a point;

South 70°09'40" East, a distance of 50.00 feet, to a point;

North 19°42'08" East, a distance of 16.47 feet, to a point;

South 75°47'58" East, a distance of 75.35 feet, to the **POINT OF TRUE BEGINNING,** containing 2.267 acres, more, or less.

The bearing described herein are based on the centerline right-of-way of Industrial Parkway being South 49°01'47" East, as measured with GPS observations on July 8th, 2016.

This description is based on an actual field survey performed on July 8th, 2016, under the supervision of Mark Alan Smith, and in accordance with Chapter 4733-37 Ohio Administrative Code.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC

3/14/2017

Mark Alan Smith P.S. Date
Registered Surveyor No. 8232

162554-2.267-Acres.docx

250 Old Wilson Bridge Road, Suite 250 | Worthington, Ohio 43085 | p: 614-540-6633 f: 614-540-6638 | www.cecinc.com

Civil & Environmental Consultants, Inc.

DESCRIPTION OF 0.675 ACRE EASEMENT
JEROME TOWNSHIP
UNION COUNTY, OHIO

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, and being within that 95.035 acres conveyed to Rockford Homes, Inc. of record in Instrument 201608240006790, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING FOR REFERENCE, at a common corner to said 95.035 acres, and a 5.059 acre tract conveyed to David M. and Sheila R. Staats, of record in Deed Book Volume 311, Page 766, and a 5.380 acre tract conveyed to Rockford Homes, Inc., of record in Instrument 201609290007931;

Thence, North 49°01'47" West, leaving said common corner and along a line common to said 95.035 acres, and said 5.059 acres, a distance of 438.49 feet, to the **POINT OF TRUE BEGINNING;**

Thence, leaving said common line and through said 95.035 acres, the following courses;

South 52°21'20" West, a distance of 84.00 feet, to a point;

South 28°05'21" West, a distance of 33.58 feet, to a point;

South 18°00'20" West, a distance of 66.04 feet, to a point;

North 76°52'13" West, a distance of 31.39 feet, to a point;

North 33°17'28" West, a distance of 29.39 feet, to a point;

North 78°17'28" West, a distance of 28.65 feet, to a point;

South 54°42'32" West, a distance of 13.05 feet, to a point;

North 77°25'43" West, a distance of 74.01 feet, to a point;

North 25°58'48" East, a distance of 97.45 feet, to a point;

North 52°21'20" East, a distance of 153.34 feet, to a point, on a line common to said 95.035 acres and said 5.059 acres;

Thence, South 49°01'47" East, along said common line, a distance of 127.51 feet, to the **POINT OF TRUE BEGINNING**, containing 0.675 acres, more, or less.

The bearing described herein are based on the centerline right-of-way of Industrial Parkway being South 49°01'47" East, as measured with GPS observations on July 8th, 2016.

This description is based on an actual field survey performed on July 8th, 2016, under the supervision of Mark Alan Smith, and in accordance with Chapter 4733-37 Ohio Administrative Code.

STATE OF OHIO
MARK ALAN SMITH
S-8232
REGISTERED
PROFESSIONAL SURVEYOR

CIVIL & ENVIRONMENTAL CONSULTANTS, INC

3/14/2017

Mark Alan Smith P.S. Date
Registered Surveyor No. 8232

162554-0.675-Acres.docx

250 Old Wilson Bridge Road, Suite 250 | Worthington, Ohio 43085 | p: 614-540-6633 f: 614-540-6638 | www.cecinc.com

P:\2016\162-554\-Survey\Dwg\162554-SV01-ESMT-ENV.dwg[LAYOUT1] LS:(3/14/2017 - abenson) - LP: 3/14/2017 3:35 PM

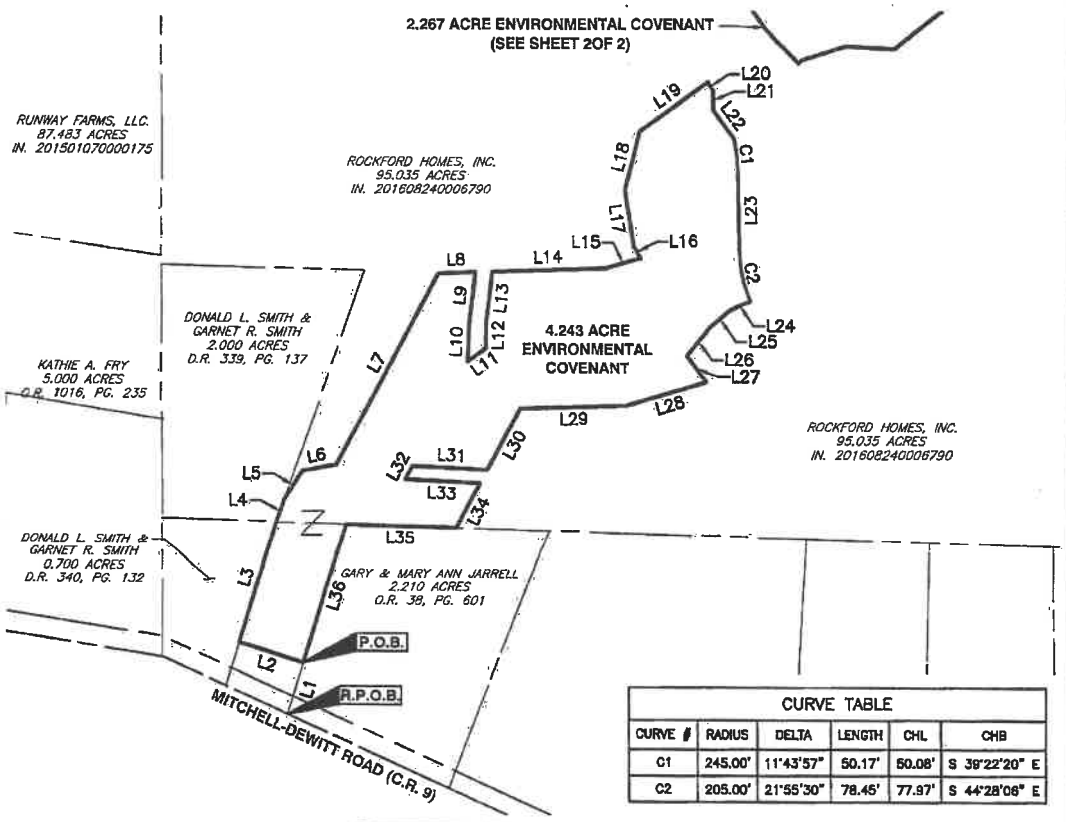
PLAT OF EASEMENT

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NORTH

SCALE IN FEET

0 200 400



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	245.00'	11°43'57"	50.17'	50.08'	S 39°22'20" E
C2	205.00'	21°55'30"	78.45'	77.97'	S 44°28'06" E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 15°24'39" W	78.78'
L2	S 74°40'22" W	100.00'
L3	N 15°24'37" W	189.04'
L4	N 12°42'40" W	35.15'
L5	N 00°00'00" E	50.45'
L6	N 46°56'36" E	50.79'
L7	N 03°59'21" W	318.51'
L8	N 55°31'49" E	54.95'
L9	S 25°19'42" E	75.96'
L10	S 30°26'39" E	54.33'
L11	N 21°55'22" E	32.95'
L12	N 31°46'04" W	36.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N 25°19'42" W	75.96'
L14	N 55°31'49" E	167.32'
L15	N 41°08'32" E	54.87'
L16	N 63°05'09" W	20.54'
L17	N 41°21'27" W	84.02'
L18	N 18°01'51" W	88.48'
L19	N 22°40'44" E	123.63'
L20	S 62°28'34" E	15.01'
L21	S 33°15'40" E	26.84'
L22	S 69°16'43" E	50.44'
L23	S 33°30'22" E	113.71'
L24	S 34°40'56" W	32.55'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L25	S 17°19'35" W	38.88'
L26	S 07°09'49" W	53.55'
L27	S 69°14'36" E	47.55'
L28	S 41°08'32" W	122.47'
L29	S 55°31'49" W	158.48'
L30	S 03°59'21" E	102.72'
L31	S 60°09'52" W	111.12'
L32	S 03°59'21" E	22.22'
L33	N 60°09'52" E	111.12'
L34	S 03°59'21" E	75.41'
L35	S 59°02'52" W	162.80'
L36	S 15°24'39" E	217.00'

STATE OF OHIO
MARK ALAN SMITH
S-8232
REGISTERED
PROFESSIONAL SURVEYOR

MARK ALAN SMITH
REGISTERED SURVEYOR NO. S-8232

3/14/2017
DATE

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

4.243 ACRE ENVIRONMENTAL COVENANT
2.267 ACRE ENVIRONMENTAL COVENANT
0.675 ACRE ENVIRONMENTAL COVENANT

JEROME TOWNSHIP
UNION COUNTY, OHIO

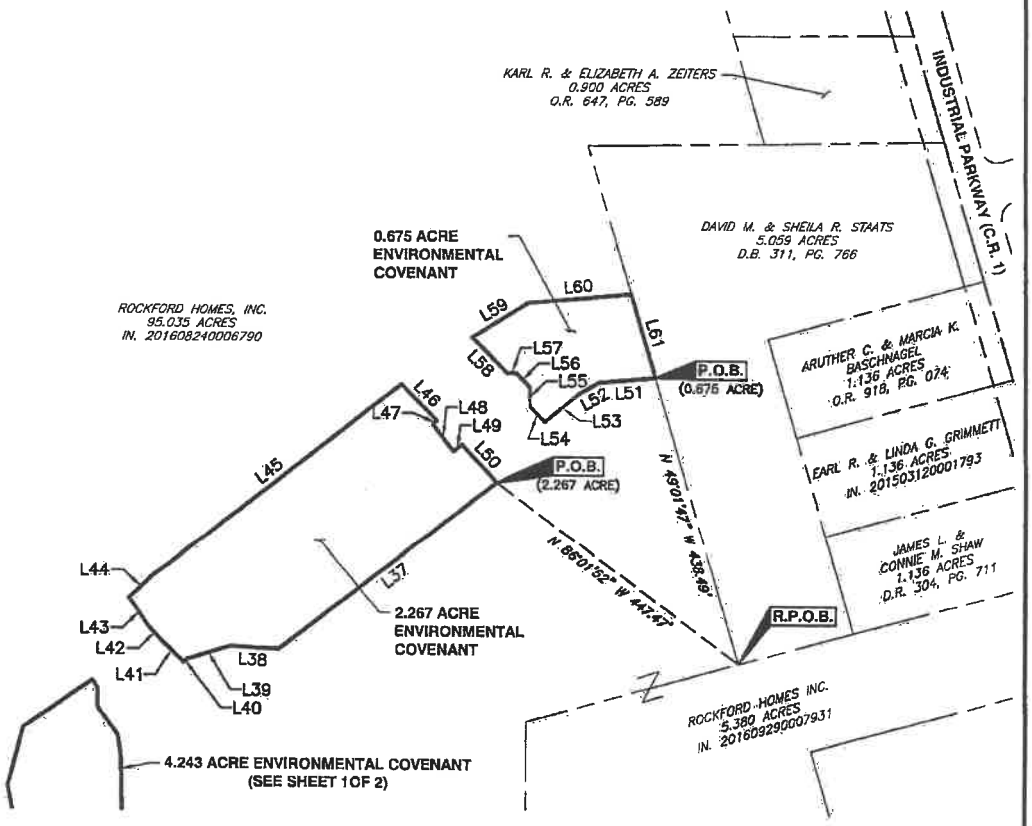
DRAWN BY:	JEC	CHECKED BY:	JWC	APPROVED BY:	MAS	DRAWING NO.:
DATE:	MARCH 2017	DWG SCALE:	1"=200'	PROJECT NO:	162-554	1 OF 2

P:\2016\162-554\-Survey\Dwg\162554-SV01-ESMT-ENV.dwg[LAYOUT2] LS:(3/14/2017 - abenson) - LP: 3/14/2017 3:35 PM

PLAT OF EASEMENT

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NORTH
SCALE IN FEET
0 200 400



LINE TABLE		
LINE #	DIRECTION	LENGTH
L37	S 19°42'08" W	408.13'
L38	S 60°25'54" W	72.51'
L39	S 40°01'48" W	67.38'
L40	S 13°52'43" W	6.58'
L41	N 76°14'50" W	50.03'
L42	N 74°29'25" W	22.89'
L43	N 67°37'37" W	52.70'
L44	N 13°52'43" E	48.54'
L45	N 19°42'08" E	485.35'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L46	S 77°39'47" E	75.62'
L47	S 19°42'08" W	7.97'
L48	S 70°09'40" E	50.00'
L49	N 19°42'08" E	16.47'
L50	S 75°47'58" E	75.35'
L51	S 52°21'20" W	84.01'
L52	S 28°05'21" W	33.58'
L53	S 18°00'20" W	66.04'
L54	N 76°52'13" W	31.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L55	N 33°17'28" W	29.39'
L56	N 78°17'28" W	28.65'
L57	S 54°42'32" W	13.05'
L58	N 77°25'43" W	74.01'
L59	N 25°58'48" E	97.45'
L60	N 52°21'20" E	153.34'
L61	S 49°01'47" E	127.51'

Civil & Environmental Consultants, Inc.
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614-540-6633 · 888-598-6808
www.cecinc.com

4.243 ACRE ENVIRONMENTAL COVENANT
2.267 ACRE ENVIRONMENTAL COVENANT
0.675 ACRE ENVIRONMENTAL COVENANT

JEROME TOWNSHIP
UNION COUNTY, OHIO

DRAWN BY:	JEC	CHECKED BY:	JWC	APPROVED BY:	MAS	DRAWING NO.:	2 OF 2
DATE:	MARCH 2017	DWG SCALE:	1"=200'	PROJECT NO:	162-554		

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Pages:3 F:$36.00 10:41 AM
Teresa Markham T20180003742
Union County Recorder DOC:EASE

TRANSFER NOT NECESSARY

JUL 05 2018
Andrea L Weaver
ANDREA L WEAVER, AUDITOR
BY Janice Oliver

Title First Box
POLARIS

LANDSCAPE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **ROCKFORD HOMES, INC.**, an Ohio corporation, as Grantor, in consideration of One Dollar ($1.00) and other good and valuable consideration paid to it by **MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC.**, an Ohio not-for-profit corporation, whose address is 999 Polaris Parkway, Suite 200, Columbus, OH 43240, the receipt of which is hereby acknowledged, does hereby GRANT, CONVEY AND RELEASE to said Grantee, its successors and assigns, forever, a perpetual non-exclusive right and easement within, over, under, across, upon and through the area as described in Exhibit A and as depicted in Exhibit B, both attached hereto and incorporated herein by reference thereto, for the purposes of construction, inspection, operation, installation, repair, replacement, removal, mowing and/or maintenance of an entry feature sign, associated landscaping, grass, fence, retaining wall and all other improvements within the easement area, together with the right of access to said easement for said purpose.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

The improvements to the easement are to be maintained by Grantee, its successors or assigns, at Grantee's expense, and Grantor, its successors and assigns, shall have no obligation to maintain said improvements.

It is not the intent of the Grantor to limit in any manner the use of any existing easements which may overlap the described easement area, to limit in any manner any other easement which Grantor, its successor or assigns, may see fit to grant over or in said easement area, or to preclude or restrict the use of said easement area by Grantor, its successors or assigns, as long as the aforementioned does not impair, or interfere with the use of or access to, the easement granted herein.

Rockford Homes, Inc., an Ohio corporation, by its duly authorized officer, has executed this Easement on July 3rd, 2018.

Rockford Homes, Inc., an Ohio corporation

By: _____
Donald R. Wick, President

State of Ohio

County of Delaware, ss:

This Easement was acknowledged before me on July 3, 2018, by Donald R. Wick, as President of Rockford Homes, Inc., an Ohio corporation, for and on behalf of said company.

_____
NOTARY PUBLIC

MELODY S FOSTER
Notary Public, State of Ohio
My Commission Expires
January 26, 2022

This instrument was prepared by *Kagay, Albert, Diehl, Acklin & Groeber LLC*, Attorneys at Law
141 East Town Street, Suite 101, Columbus, Ohio 43215

Civil & Environmental Consultants, Inc.

DESCRIPTION OF
A LANDSCAPE EASMENT

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey 5134, being a landscape easement over and across Lot 114 of Mitchell Highlands Section 2, of record in Plat Cabinet 2, Slide 12, all being of record in the Recorder's Office, Union County, Ohio and being more particularly described as follows:

BEGINNING, at the common corner of Lot 114 and Reserve F of said Mitchell Highlands Section 2, also being in the southerly right of way line of Camberly Avenue (60 feet-wide);

Thence South 49°08'10" East, a distance of 25.00 feet, with the line common to said Lot 114 and said Reserve F, to a point;

Thence South 40°51'50" West, a distance of 15.00 feet, through said Lot 114, to a point;

Thence North 49°08'10" West, a distance of 25.00 feet, through said Lot 114, to a point in the common line of said Lot 114 and the right of way of said Camberly Avenue;

Thence North 40°51'50" East, a distance of 15.00 feet, with the common line to said Lot 114 and the right of way of sadi Camberly Avenue, to the **POINT OF BEGINNING**, containing 0.009 acre, more or less.

The bearings described above are based on the centerline of Industrial Parkway being South 49°01'47" East as measured by GPS observations.

STATE OF OHIO
MARK ALAN SMITH
S-8232
REGISTERED
PROFESSIONAL SURVEYOR

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

6/25/18

Mark Alan Smith, P.S. Date
Registered Surveyor No. 8232

File Name: 164445SV-LAND_ESMT_DESC.docx

250 Old Wilson Bridge Road, Suite 250 | Worthington, Ohio 43085 | p: 614-540-6633 f: 614-540-6638 | www.cecinc.com

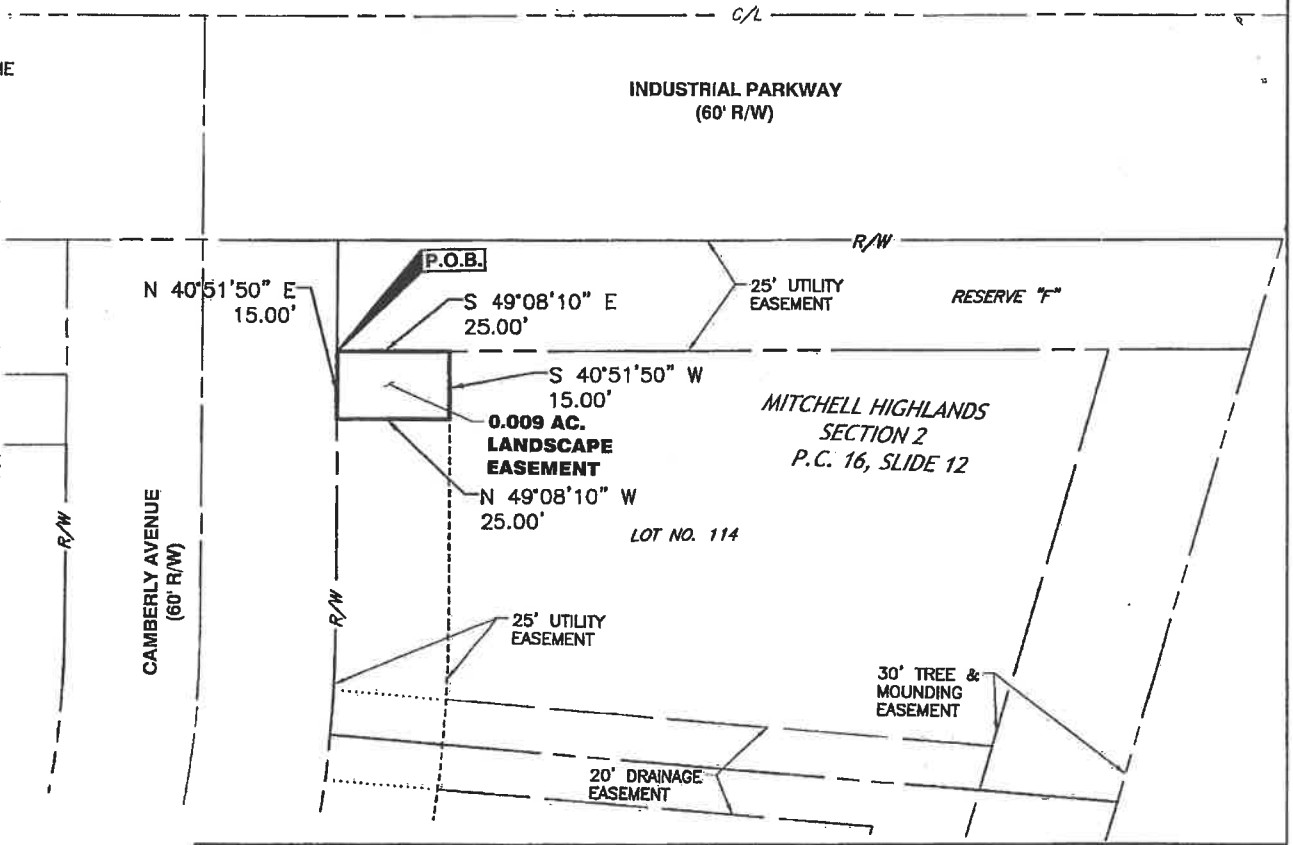
EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.



NORTH
SCALE IN FEET
0 30 60



WE HEREBY CERTIFY THAT THE FOREGOING EASEMENT EXHIBIT WAS PREPARED WITH ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE.

6/28/2018

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
MARK ALAN SMITH
PROFESSIONAL SURVEY NO.: S-8232

Civil & Environmental Consultants, Inc.
333 Baldwin Road · Pittsburgh, PA 15205
412-429-2324 · 800-365-2324
www.cecinc.com

ROCKFORD HOMES, INC.
MITCHELL HIGHLANDS - SECTION 2
JEROME TOWNSHIP
UNION COUNTY, OHIO
LANDSCAPE EASEMENT

DRAWN BY:	DSC	CHECKED BY:	MAS	APPROVED BY:	MAS	FIGURE NO.:	1
DATE:	JUNE 2018	DWG SCALE:	1"=30"	PROJECT NO:	164-445		

C:\Share\164445\164445-SV01-ESMT.dwg[ESMT] LS:(6/27/2018 - dcox) - LP: 6/28/2018 8:18 AM

201712190010466 12/19/2017
Pages:2 F:$28.00 2:19 PM
Teresa Markham T20170007296
Union County Recorder DOC:Q CL DEI

TRANSFERRED

DEC 19 2017

ANDREA WEAVER, AUDITOR
This conveyance has been examined and the Grantor complied with Section 319.202 of the Revised Code
FEE $
EXEMPT 3.50DB

(2)

QUIT CLAIM DEED

Rockford Homes, Inc., an Ohio corporation, for no consideration given, remises, releases and forever quit claims to **Mitchell Highlands Homeowners Association, Inc.**, an Ohio not-for-profit corporation, whose tax mailing address is 999 Polaris Parkway, Suite 200, Columbus, OH 43240, the following real estate:

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Reserve "A" and Reserve "B", of MITCHELL HIGHLANDS Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 23A, 23B & 23C, Slide 12, in the Office of the Recorder, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790, 201608310007043 & 201609290007931, Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
Reserve A	9465 & 9475 Windsor Curve	17-0022019.0150	135-00-00-370.000
Reserve B	9360 Dewitt Road	17-0022040.0020	135-00-00-070.000

AND

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Being Lots Reserve "C", Reserve "D", Reserve "E", and Reserve "F", of MITCHELL HIGHLANDS Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 6, Pages 24A, 24B & 24C, Slide 12, Recorder's Office, Union County, Ohio.

Virginia Military Survey 5134

Prior Instrument References: 201608240006790 Recorder's Office, Union County, Ohio

Lot No.	Property Address	Tax Parcel No.	Map No.
Reserve C	9525 Windsor Curve	17-0022019.0370 17-0022019.0380	135-00-00-371.000 135-00-00-056.001
Reserve D	9437 Dewitt Road	17-0022019.0360	135-00-00-351.000
Reserve E	9438 Dewitt Road	17-0022019.0160	135-00-00-315.000
Reserve F	9503 Camberly Ave	15-0022018.0080	135-00-00-334.000

The property conveyed herein is subject to real estate taxes and assessments, mortgages, zoning ordinances, public rights-of-way, restrictions, conditions, and easements, if any, of record, including, but not limited to, those covenants, conditions, restrictions, and easements contained in the Restrictions, as may be amended from time to time.

Grantor is giving the above referenced real estate to **Mitchell Highland Homeowners Association, Inc.** In return, Grantor has not received any cash, is not released from any mortgage, and has not received any other valuable consideration; therefore, the transfer is exempt, under Ohio Revised Code Section 319.54(F)(3)(m), from the real property conveyance fee.

This conveyance is being made to satisfy requirements contained in the recorded plats for MITCHELL HIGHLANDS SUBDIVISION.

Rockford Homes, Inc., an Ohio corporation, by its duly authorized officer, has executed this Quit Claim Deed on December 8th, 2017.

Rockford Homes, Inc., an Ohio corporation

By: _____
Donald R. Wick, President

State of Ohio

County of Delaware, ss:

The foregoing Quit Claim Deed was acknowledged before me on December 8th, 2017, by Donald R. Wick, as President of Rockford Homes, Inc., an Ohio corporation, for and on behalf of said company.

_____
NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

SHINA J. PAINTER
Notary Public
In and for the State of Ohio
My Commission Expires
January 19, 2021

This instrument was prepared by *Kagay, Albert, Diehl & Groeber*, Attorneys at Law
6877 North High Street, Suite 300, Worthington, Ohio 43085

SUBDIVISION MAP NUMBERS

Subdivision Name: **Mitchell Highlands Sec. 1**

Date: **11/27/2017** Rev. Dte: _____

Map #	Lot #	Parcel #
135-00-00-070.000	Reserve B	17-0022040.0020
135-00-00-303.000	140	17-0022040.0030
135-00-00-304.000	139	17-0022040.0040
135-00-00-305.000	138	17-0022026.0020
135-00-00-306.000	137	17-0022026.0030
135-00-00-307.000	136	17-0022026.0040
135-00-00-308.000	135	17-0022026.0050
135-00-00-309.000	134	17-0022026.0060
135-00-00-310.000	133	17-0022019.0010
135-00-00-311.000	132	17-0022019.0020
135-00-00-312.000	131	17-0022019.0030
135-00-00-313.000	130	17-0022019.0040
135-00-00-314.000	129	17-0022019.0050
135-00-00-352.000	128	17-0022019.0060
135-00-00-353.000	127	17-0022019.0070
135-00-00-354.000	126	17-0022019.0080
135-00-00-355.000	125	17-0022019.0090
135-00-00-356.000	124	17-0022019.0100
135-00-00-357.000	123	17-0022019.0110
135-00-00-358.000	152	17-0022019.0120
135-00-00-359.000	151	17-0022019.0130
135-00-00-360.000	150	17-0022019.0140
135-00-00-361.000	149	17-0022026.0070
135-00-00-362.000	148	17-0022026.0080
135-00-00-363.000	147	17-0022026.0090
135-00-00-364.000	146	17-0022026.0100
135-00-00-365.000	145	17-0022026.0110
135-00-00-366.000	144	17-0022026.0120
135-00-00-367.000	143	17-0022026.0130
135-00-00-368.000	142	17-0022040.0050
135-00-00-369.000	141	17-0022040.0060
135-00-00-370.000	Reserve A	17-0022019.0150

SUBDIVISION MAP NUMBERS cont'd

Subdivision Name: **Mitchell Highlands Sec. 1** 2 of 2

Map #	Lot #	Parcel #
135-00-00-082.601	R/W 2.251 Ac	17-0022026.0140
17 0022019.0000	62.765 Ac - 10.202 Ac = 52.563 Ac Leftover	
17-0022026.0010	5.38 Ac - 5.38 Ac = 0 Ac All Taken	
17-0022040.0010	2.185 Ac - 2.186Ac = 0 Ac All Taken	

SUBDIVISION MAP NUMBERS

Subdivision Name: **Mitchell Highlands Sec 2**

Date: **10/31/2017** Rev. Dte: 11/29/2017

Map #	Lot #	Parcel #
135-00-00-315.000	Reserve E	17-0022019.0160
135-00-00-316.000	89	17-0022019.0170
135-00-00-317.000	90	17-0022019.0180
135-00-00-318.000	91	17-0022019.0190
135-00-00-319.000	92	17-0022019.0200
135-00-00-320.000	93	17-0022019.0210
135-00-00-321.000	94	17-0022019.0220
135-00-00-322.000	95	17-0022019.0230
135-00-00-323.000	96	17-0022019.0240
135-00-00-324.000	97	17-0022019.0250
135-00-00-325.000	98	17-0022019.0260
135-00-00-326.000	99	17-0022019.0270
135-00-00-327.000	108	15-0022018.0010
135-00-00-328.000	109	15-0022018.0020
135-00-00-329.000	110	15-0022018.0030
135-00-00-330.000	111	15-0022018.0040
135-00-00-331.000	112	15-0022018.0050
135-00-00-332.000	113	15-0022018.0060
135-00-00-333.000	114	15-0022018.0070
135-00-00-334.000	Reserve F	15-0022018.0080
135-00-00-335.000	1	15-0022018.0090
135-00-00-336.000	2	15-0022018.0100
135-00-00-337.000	3	15-0022018.0110
135-00-00-338.000	4	15-0022018.0120
135-00-00-339.000	5	15-0022018.0130
135-00-00-340.000	6	15-0022018.0140
135-00-00-341.000	38	15-0022018.0150
135-00-00-342.000	107	15-0022018.0160
135-00-00-343.000	100	17-0022019.0280
135-00-00-344.000	101	17-0022019.0290

SUBDIVISION MAP NUMBERS cont'd

Subdivision Name: **Mitchell Highlands Sec 2** 2 of 2

Map #	Lot #	Parcel #
135-00-00-345.000	52	17-0022019.0300
135-00-00-346.000	53	17-0022019.0310
135-00-00-347.000	54	17-0022019.0320
135-00-00-348.000	55	17-0022019.0330
135-00-00-349.000	56	17-0022019.0340
135-00-00-350.000	88	17-0022019.0350
135-00-00-351.000	Reserve D	17-0022019.0360
135-00-00-371.000	Reserve C p/o 8.816 Ac	15-0022019.0370
135-00-00-056.001	Reserve C p/o 0.633 Ac	17-0022019.0380
135-00-00-081.601	R/W 2.312Ac	15-0022019.0390
135-00-00-082.611	R/W 1.972 Ac	17-0022019.0400

15-0022018.0000	31.648 Ac - 6.915 Ac = 24.733 Ac
17-0022019.0000	52.563 Ac - 18.521 Ac = 34.042 Ac
15-0022032.2010	0.633 Ac - 0.633 Ac = 0 Ac All Taken

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME IN VIRGINIA MILITARY SURVEY 5134, BEING 26.089 ACRES OF LAND MORE OR LESS AND BEING PART OF THAT 95.035 ACRES TRACT OF LAND CONVEYED TO **ROCKFORD HOMES, INC.**, BY DEED OF RECORD IN INSTRUMENT NUMBER 201608240008790 (PARCEL #15-0022018.0000, MAP #135-00-00081.000, PARCEL #17-0022019.0000, MAP #135-00-00-082.000, AND PARCEL #15-0022032.2010, MAP #135-00-00-056.001), (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO).

KNOW ALL MEN BY THESE PRESENTS THAT **ROCKFORD HOMES, INC., BY DONALD R. WICK, PRESIDENT**, OWNER OF THE LANDS INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE PUBLIC ROAD AND RIGHT OF WAY OF DEWITT DRIVE, CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, ALNWICK LOOP, AND DEWITT ROAD TO THE PUBLIC USE FOREVER.

EASEMENTS ARE HEREBY RESERVED, IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS UTILITY EASEMENT & DRAINAGE EASEMENT". EASEMENTS DESIGNATED AS UTILITY EASEMENT & DRAINAGE EASEMENT PERMIT THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA OF LAND OWNED BY **ROCKFORD HOMES, INC.**, ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, **DONALD R. WICK, PRESIDENT OF ROCKFORD HOMES, INC.**, HAS HEREUNTO SET HIS HAND THIS _____ DAY OF _____

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

BY: _____

ROCKFORD HOMES, INC.,

_____
DONALD R. WICK
PRESIDENT

STATE OF OHIO
COUNTY OF UNION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED **DONALD R. WICK, PRESIDENT**, PRESIDENT OF SAID **ROCKFORD HOMES, INC.**, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 11 DAY OF October 2017

MY COMMISSION EXPIRES 12-5-17

KIMBERLY J. SHUMAKER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
December 5, 2017

ACREAGE BREAKDOWN

TOTAL ACREAGE:	26.089
ACREAGE IN LOTS 1-6, 38, 52-56, 88-101, & 107-114 INCLUSIVE:	10.485
ACREAGE IN OPEN SPACES:	11.300
ACREAGE IN RIGHT-OF-WAYS:	
INDUSTRIAL PARKWAY:	0.880
CAMBERLY AVENUE:	0.797
HIGHLANDS AVENUE:	1.434
GREYSTONE COURT:	0.567
ALNWICK LOOP:	0.328
DEWITT DRIVE:	0.298
TOTAL:	4.284

PARCEL #: 15-0022018.0000	PARCEL #: 17-0022019.0000	PARCEL #: 15-0022032.2010
MAP #: 135-00-00-081.000	MAP #: 135-00-00-082.000	MAP #: 135-00-00-056.001
(6.915 ACRES)	(18.521 ACRES)	(0.633 ACRES)

SETBACKS

FRONT YARD	25 FEET
SIDEYARD	5 FEET
LOTS 94-95 & 113-114 SIDEYARD	10 FEET MIN. 20' TOTAL
REAR YARD	30 FEET

DENSITY

CROSS (NUMBER OF LOTS / TOTAL AREA) = 1.305
NET (NUMBER OF LOTS / LOT AREA) = 3.243

REVIEWED THIS 13 DAY OF OCTOBER 2017
CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS 24 DAY OF October 2017
UNION COUNTY ENGINEER

APPROVED THIS 17th DAY OF October 2017
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS 12 DAY OF August 2017
LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS 25th DAY OF October 2017 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS 25th DAY OF October

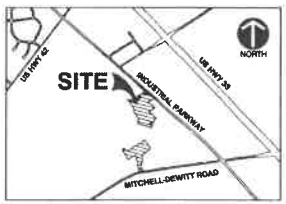
UNION COUNTY COMMISSIONERS:

TRANSFERRED THIS 27th DAY OF October, 2017
UNION COUNTY AUDITOR

FILED FOR RECORD THIS 27th DAY OF Oct. 2017 AT 9:21 AM

RECORDED THIS 27th DAY OF Oct. 2017 IN PLAT BOOK 6 PAGE 24 PBC
Slide 12

Teresa L. Markham
UNION COUNTY RECORDER



VICINITY MAP
NOT TO SCALE

OWNED AND DEVELOPED BY:

ROCKFORD HOMES, INC.
999 POLARIS PARKWAY, SUITE 200
COLUMBUS OHIO, 43240

UTILITY COMPANIES:

COLUMBIA GAS OF OHIO, INC.
1600 DUBLIN ROAD
614-481-1000

SBC
150 EAST GAY STREET, ROOM 6C
COLUMBUS, OHIO 43215
614-223-5780

INSIGHT COMMUNICATIONS
3770 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43220

TIME WARNER CABLE
1266 DUBLIN ROAD
COLUMBUS, OHIO 43215
614-481-5000

WIDE OPEN WEST
2660 WINCHESTER PIKE
COLUMBUS, OHIO 43232
614-236-3931

UNION RURAL ELECTRIC
15461 STATE ROUTE 36
MARYSVILLE, OHIO 43040
937-642-1826

CITY OF MARYSVILLE
209 S. MAIN STREET
MARYSVILLE, OHIO 43040
937-645-7350

OWNERSHIP:
SANITARY SEWER, GAS LINES, ELECTRIC LINES, WATERLINES, AND TELECOMMUNICATIONS ARE OWNED AND MAINTAINED BY THE RESPECTIVE SERVICE PROVIDERS AND ARE INSTALLED WITHIN EASEMENTS FOR ACCESS AND MAINTENANCE AS DESCRIBED IN "UTILITY EASEMENTS"

SURVEY DATA:

BASIS OF BEARINGS:
THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

SOURCE DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A ALUMINUM CAP BEARING THE INITIALS "CEC".

CERTIFICATION:
THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 4.284 ACRES IN STREETS, 11.300 ACRES IN OPEN SPACE, AND 10.485 ACRES IN LOTS MAKING A TOTAL OF 26.069 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES.

MONUMENTS SHOWN THEREON WERE OR WILL BE PLACED BY THE ESTABLISHED COMPLETION DATE PRIOR TO THE SALE OF EACH LOT, WHICHEVER OCCURS FIRST.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 2, AS SURVEYED JULY 2016.

STATE OF OHIO
MARK ALAN SMITH
S-8232
REGISTERED PROFESSIONAL SURVEYOR

10/11/2017

MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-8808
www.ceinc.com

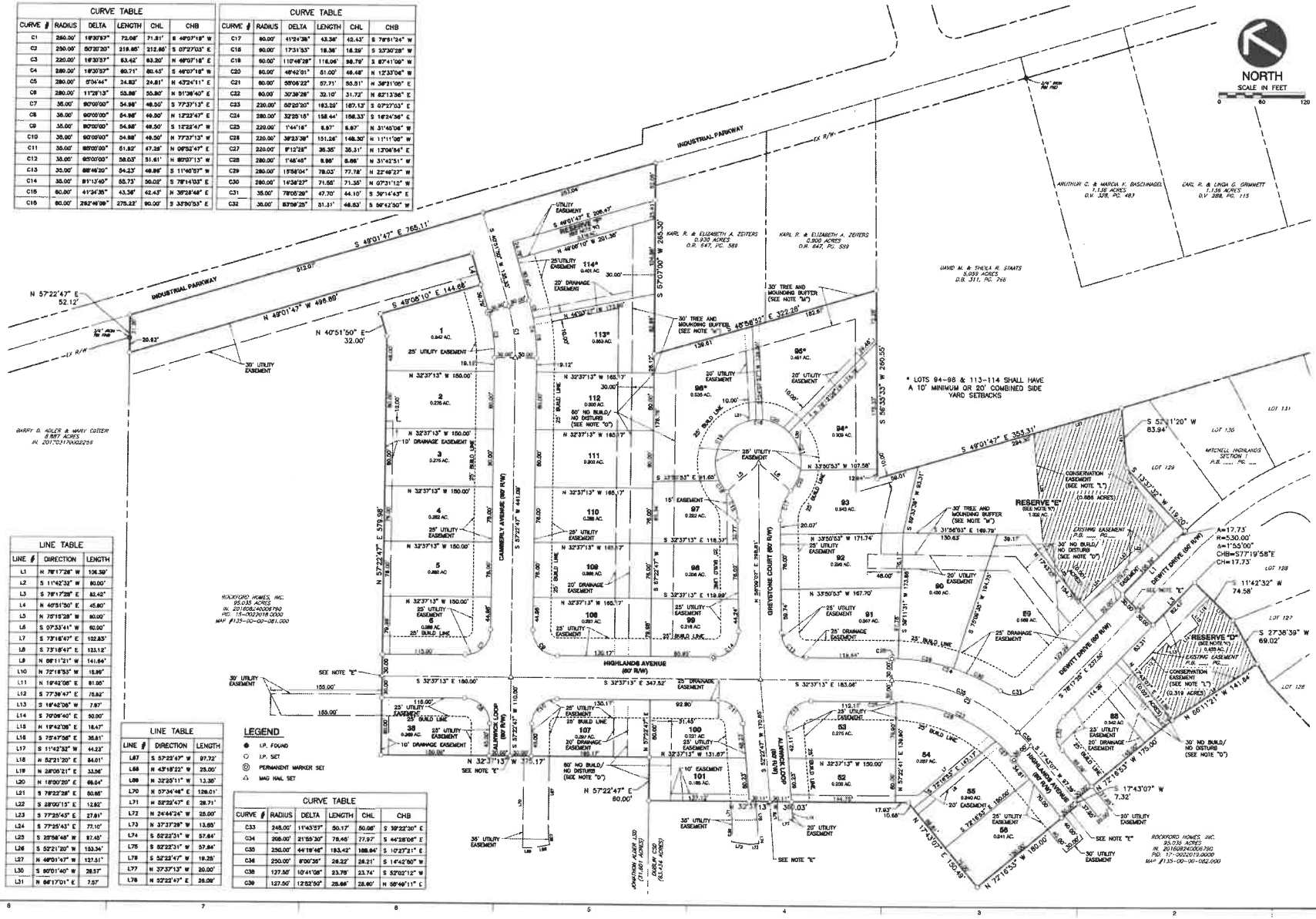
ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE:	OCTOBER, 2017
DWG. SCALE:	
PROJECT NO.	184-446
DRAWING NO.:	PLAT
SHEET	1 OF 3
DRAWN BY:	JRC
CHECKED BY:	JWC
APPROVED BY:	MAS

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	250.00'	19°30'57"	72.06'	71.71'	S 49°07'18" W
C2	250.00'	50°20'20"	219.65'	212.66'	S 07°27'03" E
C3	220.00'	19°30'57"	63.42'	63.20'	N 49°07'18" E
C4	280.00'	19°30'57"	80.71'	80.45'	S 49°07'18" W
C5	280.00'	5°04'44"	24.82'	24.81'	N 43°24'11" E
C6	280.00'	11°26'13"	55.89'	55.80'	N 51°39'40" E
C7	35.00'	90°00'00"	54.98'	49.50'	S 77°37'13" E
C8	35.00'	90°00'00"	54.98'	49.50'	N 12°22'47" E
C9	35.00'	90°00'00"	54.98'	49.50'	S 12°22'47" W
C10	35.00'	90°00'00"	54.98'	49.50'	N 77°37'13" W
C11	35.00'	85°00'00"	51.82'	47.28'	N 06°52'47" E
C12	35.00'	95°00'00"	58.03'	51.61'	N 82°07'13" W
C13	35.00'	68°46'20"	54.23'	48.96'	S 11°46'57" W
C14	35.00'	81°13'40"	55.73'	50.02'	S 78°14'03" E
C15	60.00'	41°24'38"	43.36'	42.43'	N 36°28'48" E
C16	60.00'	282°49'06"	275.23'	80.00'	S 33°50'53" E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C17	60.00'	41°24'38"	43.36'	42.43'	S 78°51'24" W
C18	60.00'	17°31'53"	18.36'	18.29'	S 33°30'28" W
C19	60.00'	110°46'29"	116.04'	98.79'	S 87°41'06" W
C20	60.00'	48°42'01"	51.00'	49.48'	N 12°33'06" W
C21	60.00'	55°06'22"	57.71'	55.51'	N 38°31'06" E
C22	60.00'	30°38'28"	32.10'	31.72'	N 82°13'36" E
C23	220.00'	50°20'20"	193.29'	187.13'	S 07°27'03" E
C24	280.00'	32°25'15"	158.44'	156.33'	S 16°24'36" E
C25	220.00'	1°44'16"	6.67'	6.67'	N 31°40'06" W
C26	220.00'	38°23'39"	151.28'	148.39'	N 11°11'06" W
C27	220.00'	8°12'28"	35.35'	35.31'	N 13°06'54" E
C28	280.00'	1°46'46"	8.86'	8.86'	N 31°42'51" W
C29	280.00'	15°58'04"	78.03'	77.78'	N 22°48'23" W
C30	280.00'	14°38'27"	71.56'	71.35'	N 07°31'13" W
C31	35.00'	78°05'29"	47.70'	44.10'	S 39°14'43" E
C32	35.00'	83°59'25"	51.31'	46.83'	S 56°42'30" W

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 78°17'28" W	106.39'
L2	S 11°42'32" W	60.00'
L3	S 78°17'28" E	82.42'
L4	N 46°51'50" E	45.80'
L5	N 75°15'28" W	60.00'
L6	S 07°33'41" W	60.00'
L7	S 73°18'47" E	102.83'
L8	S 73°18'47" E	123.12'
L9	N 66°11'21" W	141.64'
L10	N 72°18'53" W	18.99'
L11	N 19°42'08" E	91.05'
L12	S 77°39'47" E	75.92'
L13	S 19°42'08" W	7.97'
L14	S 70°08'40" E	50.00'
L15	N 19°42'08" E	18.47'
L16	S 75°47'58" E	35.81'
L17	S 11°42'32" W	64.23'
L18	N 52°21'20" E	84.01'
L19	N 28°05'21" E	33.06'
L20	N 18°00'20" E	69.04'
L21	S 79°22'28" E	50.66'
L22	S 28°00'15" E	12.92'
L23	S 77°25'43" E	27.81'
L24	S 77°25'43" E	77.10'
L25	S 25°56'48" W	57.45'
L26	S 52°21'20" W	153.34'
L27	N 49°01'47" W	127.51'
L30	S 90°01'40" W	28.57'
L31	N 66°17'01" E	7.57'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L67	S 57°22'47" W	97.72'
L68	N 43°18'22" W	25.00'
L69	N 32°25'11" W	13.36'
L70	N 57°34'48" E	128.01'
L71	N 52°22'47" E	28.71'
L72	N 24°44'24" W	25.00'
L73	N 37°37'29" W	13.65'
L74	S 52°22'31" W	57.84'
L75	S 52°22'31" W	57.84'
L76	S 52°23'47" W	19.28'
L77	N 37°37'13" W	20.00'
L78	N 52°22'47" E	26.09'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C33	248.00'	11°43'57"	50.17'	50.08'	S 39°22'20" E
C34	208.00'	21°59'30"	79.84'	77.97'	S 44°28'06" E
C35	250.00'	44°19'46"	193.42'	188.64'	S 10°27'21" E
C36	250.00'	6°00'35"	26.22'	26.21'	S 16°42'50" W
C38	127.50'	10°41'08"	23.78'	23.74'	S 52°02'12" W
C39	127.50'	12°52'00"	28.66'	28.60'	N 58°46'11" E

REVISION RECORD

NO.	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 - 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE:	OCTOBER 2017
DRAWN BY:	JEC
CHECKED BY:	JWC
DWG SCALE:	1"=80'
PROJECT NO:	184-448
APPROVED BY:	MAS

DRAWING NO.
PLAT
SHEET 2 OF 3

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NOTE "A": ACREAGE BREAKDOWN

TOTAL ACREAGE:	26.069
ACREAGE IN LOTS 1-8, 38, 52-56, 88-101, & 107-114 INCLUSIVE:	10.485
ACREAGE IN OPEN SPACES:	11.300
ACREAGE IN RIGHT-OF-WAYS:	
INDUSTRIAL PARKWAY:	0.660
CAMBERLY AVENUE:	0.797
HIGHLANDS AVENUE:	1.434
GREYSTONE COURT:	0.567
ALNWICK LOOP:	0.328
DEWITT DRIVE:	0.298
TOTAL:	4.284
PARCEL#	
17-0022019.0000	18.521
15-0022018.0000	6.915
15-0022032.2010	0.633
TOTAL:	26.069

NOTE "B": NON-EXCLUSIVE UTILITY EASEMENTS ARE PLATTED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, STORM WATER MANAGEMENT, AND SERVICE CONNECTIONS THERETO, ABOVE AND BENEATH THE SURFACE OF THE GROUND;

NOTE "C": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 2 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE 500-YEAR FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0308D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "D": DRIVES SHALL NOT ENCROACH INTO ANY SIDE YARD EASEMENT.

NOTE "E": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED BY PLAT OR DEED.

NOTE "F": "BE ADVISED: A SUB-SURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET IF LOCATED ON THIS PROPERTY MUST BE MAINTAINED AT ALL TIMES.";

NOTE "G": "ZONING SETBACKS REFLECT CURRENT ZONING STANDARDS AT THE TIME OF THE ZONING INSPECTOR'S SIGNATURE OF THE FINAL PLAT AND ARE NOT SUBDIVISION PLAT RESTRICTIONS";

NOTE "H": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN MITCHELL HIGHLANDS SECTION 2, ROAD RIGHT OF WAYS.

NOTE "I": UTILITY EASEMENTS: WE THE UNDERSIGNED OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, DAYTON POWER & LIGHT, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT A MINIMUM OF TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR SHOWN HEREON AND PARALLEL WITH THE CONTIGUOUS TO INDUSTRIAL PARKWAY, DEWITT DRIVE, CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, AND ALNWICK LOOP AND ALSO UPON LAND AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, WATERLINES, SEWER LINES, GAS, AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENTS PREMISES. SAID EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT-OF-WAY AND EASEMENT GRANT.

NOTE "J": DRAINAGE EASEMENT: WE THE UNDERSIGNED OWNERS OF THE PLATTED LAND, DO HERE BY GRANT UNTO UNION COUNTY AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES), A PERMANENT EASEMENT WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT" AND "DRAINAGE AND UTILITY EASEMENT" TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE DRAINAGE FACILITIES SUCH AS STORM SEWERS, DRAINAGE SWALES OR COURSES AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DRAINAGE REQUIRED FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE NOT PART OF UTILITY FACILITIES WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

NOTE "K": RESERVE "C", RESERVE "D", RESERVE "E" AND RESERVE "F", SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN MITCHELL HIGHLANDS, SUBDIVISION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER RUN-OFF FACILITIES. ALL OF RESERVE "C", RESERVE "D", AND RESERVE "E" SHALL BE DESIGNATED AS A DRAINAGE EASEMENT WITH EXCEPTION OF THAT AREA WITHIN THE CONSERVATION EASEMENT.

NOTE "L": THE DRAINAGE AND CONSERVATION EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF PRESERVING THE INTEGRITY OF THE DEFINED JURISDICTIONAL STREAM AND WETLAND AREAS PER THE 401 AND 404 PERMITS FOR THIS DEVELOPMENT. NO STRUCTURES OR IMPROVEMENTS FOR THIS DEVELOPMENT OF ANY KIND MAY BE PLACED UPON, IN OR UNDER THE AREA DESIGNATED HEREON AS CONSERVATION EASEMENT FOR THIS DEVELOPMENT, NOR SHALL ANY WORK BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OF THE EASEMENT OR DAMAGE ANY OF THE TREES OR VEGETATION THEREIN.

ALL DRAINAGE AND CONSERVATION EASEMENTS DELINEATED WITHIN THE SITE SHALL BE ACCESSIBLE TO THE UNION SOIL AND WATER CONSERVATION DISTRICT FOR DRAINAGE MAINTENANCE ISSUES.

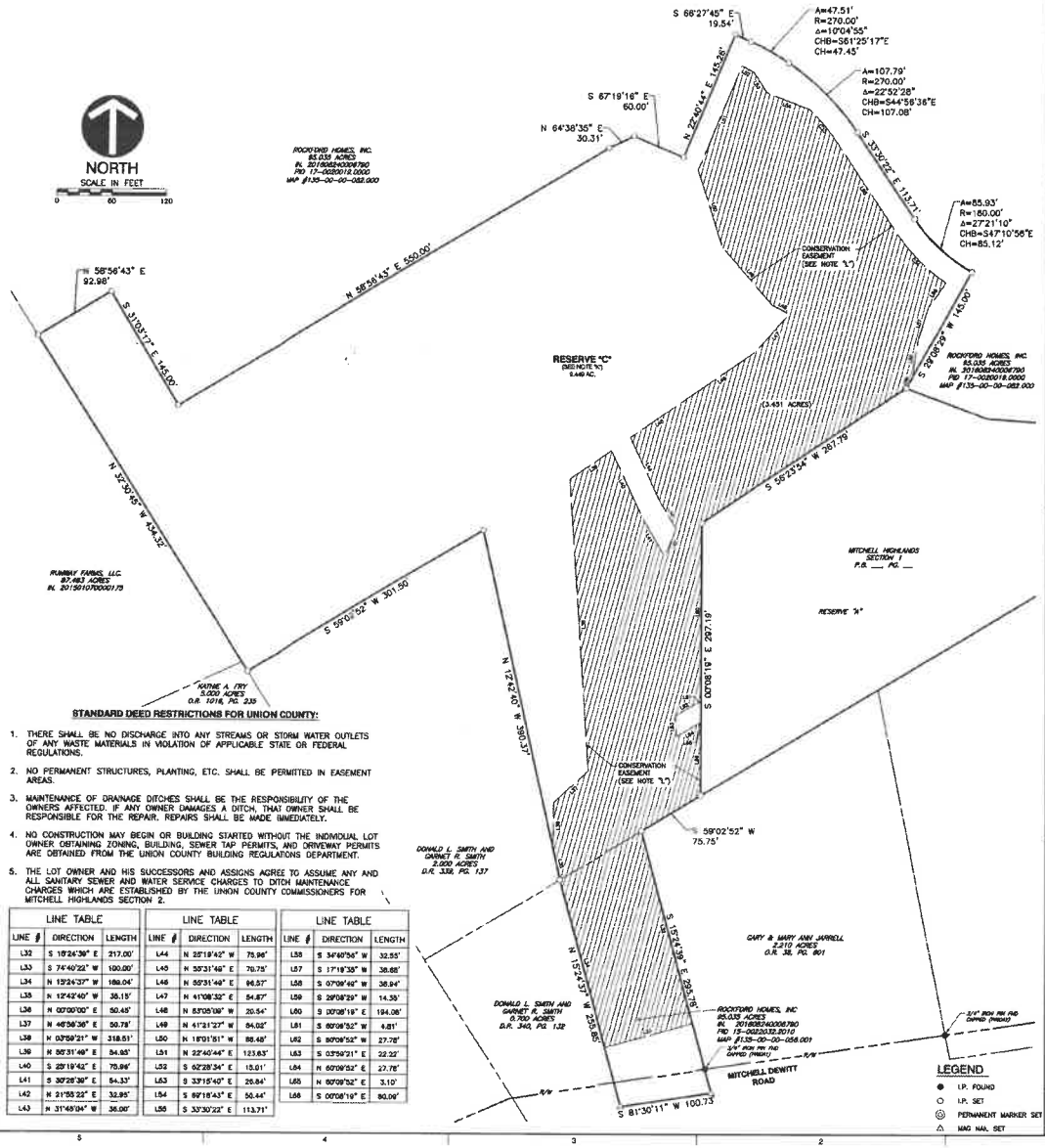
CONSERVATION EASEMENT TOTAL ACREAGE: 4.484 ACRES

NOTE "M": TREE AND MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 2". THE TREE AND MOUNDING BUFFER EASEMENT SHALL ALSO BE DESIGNATED AS A "NO BUILD ZONE/NO DISTURB". MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC. SHALL AT THEIR EXPENSE REPLACE DEAD TREES AND BUSHES IN THE TREES AND MOUNDING BUFFER ZONE AND MAINTAIN THE FENCE.

NOTE "N": MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, ANY USES ALLOWED BY THE THEN CURRENT ZONING.

NOTE "O": NO BUILD ZONE/NO DISTURB ZONE SHALL BE LOCATED AT THE REAR OF CERTAIN LOTS IN ORDER TO PRESERVE THE EXISTING VEGETATION, STREAMS, AND TOPOGRAPHY. THE FOLLOWING PROVISIONS AND RESTRICTIONS SHALL APPLY TO THE NO BUILD ZONE/NO DISTURB ZONE AS SHOWN HEREON. THE PURPOSE OF THE NO BUILD ZONE/NO DISTURB ZONE IS TO PROTECT, SAFEGUARD, AND CONSERVE UNDEVELOPED TREE PRESERVATION AND OPEN SPACE AREA WHICH FUNCTIONS TO: PRESERVE A SITE'S NATURAL AMENITIES: PROVIDE A COVER FOR WILDLIFE: AND PRESERVE SCENIC VIEWS. JURISDICTIONAL WETLANDS, FLOODPLAINS OR RAVINES. THE NO BUILD ZONE/NO DISTURB ZONE SHOWN HEREON SHALL BE SHOWN ON THE PLAT AND RUN WITH THE LAND IN PERPETUITY SO THAT SAID NO BUILD ZONE/NO DISTURB ZONE SHALL FOREVER BE RESTRICTED FROM ALL ACTIVITY, PASSIVE AND/OR ACTIVE, NO VEGETATION SHALL BE REMOVED ENHANCED AND/OR ALTERED IN ANY MANNER. NO STRUCTURES PERMANENT AND/OR TEMPORARY, SHALL BE ALLOWED WITH THE FOLLOWING EXCEPTION. IN CERTAIN AREAS, DISTURBANCES OF THE ABOVE DESCRIBED NO BUILD ZONE/NO DISTURB ZONE MAY BE ALLOWED TO OCCUR WHERE UTILITY FACILITIES OR GRADING ARE PERMITTED, AS NOTED BELOW. BEFORE ANY DISTURBANCE IN THESE AREAS MAY OCCUR, APPROVAL BY THE JEROME TOWNSHIP ZONING INSPECTOR MUST BE OBTAINED AND THEREAFTER DEFINED ON RECORDED PLATS, ZONING PERMITS AND ZONING CERTIFICATES OF COMPLIANCE. SHOULD AND DISCREPANCY OR QUESTION REGARDING THE APPLICATION OF THE ABOVE STATED LANGUAGE ARISE BETWEEN THE APPLICANT AND THE TOWNSHIP ZONING INSPECTOR, THE APPLICANT SHALL BE REQUIRED TO SUBMIT AN APPEAL OF THE DECISION OF THE TOWNSHIP ZONING INSPECTOR TO THE BOARD OF ZONING APPEALS.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C33	245.00'	11°43'57"	50.17'	50.08'	S 30°23'20" E
C34	205.00'	21°55'30"	78.45'	77.97'	S 44°28'08" E



STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 2.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L32	S 10°24'38" E	217.00'
L33	S 74°40'22" W	100.00'
L34	N 15°24'37" W	186.04'
L35	N 12°42'40" W	35.15'
L36	N 00°00'00" E	50.45'
L37	N 46°36'36" E	50.78'
L38	N 03°59'21" W	318.51'
L39	N 86°31'49" E	84.95'
L40	S 25°19'42" E	75.96'
L41	S 30°28'38" E	54.33'
L42	N 21°55'22" E	32.95'
L43	N 31°45'04" W	36.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L44	N 25°19'42" W	75.96'
L45	N 30°31'49" E	70.75'
L46	N 59°31'49" E	96.57'
L47	N 41°08'32" E	54.67'
L48	N 83°05'09" W	20.54'
L49	N 41°21'27" W	84.02'
L50	N 18°01'51" W	88.48'
L51	N 22°40'44" E	123.63'
L52	S 62°28'34" E	15.01'
L53	S 33°15'40" E	20.84'
L54	S 89°18'43" E	50.44'
L55	S 33°30'22" E	113.71'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L56	S 34°40'56" W	32.55'
L57	S 17°19'35" W	38.68'
L58	S 07°09'40" W	38.94'
L59	S 29°08'29" W	14.35'
L60	S 00°08'19" E	194.08'
L61	S 60°08'52" W	4.81'
L62	S 60°08'52" W	27.78'
L63	S 03°59'21" E	22.22'
L64	N 60°08'52" E	27.78'
L65	N 60°08'52" E	3.10'
L66	S 00°08'19" E	90.09'

REVISION RECORD
NO. DATE DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 - 888-598-8966
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE: OCTOBER 2017 DRAWN BY: JEC
CHECKED BY: JWC
PROJECT NO: 194-446
APPROVED BY: MAB
DWG SCALE: 1"=60'

DRAWING NO.: PLAT
SHEET 3 OF 3