

DEED OF RESTRICTIVE COVENANTS

Establishing Restrictions, Reservations, Conditions, Covenants, Easements, Rights-of-Way, Charges, Assessments, Agreements, Obligations, Rights, Uses and Provisions

SR 33 LLC, an Ohio limited liability company, duly organized and existing under and by virtue of the laws of the State of Ohio, having its principle place of business at _____ (hereafter sometimes referred to as "Grantor") in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by Donald T. Plank, Trustee, of the City of Columbus, County of Franklin and State of Ohio (hereafter sometimes referred to as "Grantee"), the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to said Grantee, his successors and assigns forever, the following Real Estate consisting of approximately _____ acres, more or less, situated in the County of Fairfield, State of Ohio, Violet Township and bounded and described as set forth on Exhibit "A" attached hereto and made a part hereof. All of the above-referenced real estate is sometimes hereafter referred to as the "Real Property".

Last Transfer: _____
Parcel No. _____

ARTICLE ONE

DEFINITIONS

The following terms, as hereinbefore and hereinafter used in this Deed of Protective Covenants, shall have the following meanings unless the context otherwise requires:

Section 1. "Applicant" means an owner, tenant, subtenant, or occupant of a Building Site(s) that desires to construct or alter Improvements thereon and accordingly is required pursuant to the terms of these Protective Covenants to submit an application and certain other submittal data to the Design Review Committee for its review and approval prior to commencing construction of such Improvements.

Section 2. "Articles" and "Articles of Incorporation" means the Articles of Incorporation filed with the Office of the Secretary of State of the State of Ohio to create the Association as the same may be lawfully amended from time to time.

Section 3. "Assessments" means the periodic charges, both regular and special, levied on and collected from the owners, tenants, subtenants or occupants by the Association or the Developer or its successors and assigns, pursuant to the authority granted herein.

Section 4. “Association” means the SR 33 Owners Association, Inc., a not-for-profit corporation formed by the Developer and organized under the laws of the State of Ohio to enforce and administer the Protective Covenants (except to the extent the Developer has specifically reserved the right to enforce and administer the same, in which case the Association shall not be charged with such responsibility until such time as the Developer has assigned the responsibility for the same over to the Association), and to generally care for and maintain the Common Property.

Section 5. “Board of Trustees” means those Persons who, as a group, administer the affairs of the Association and serve as its Board of Trustees, all in accordance with the Articles and the Code of Regulations.

Section 6. “Building” means a roofed and walled Structure and all projections and extensions thereof which are an integral part of the Structure.

Section 7. “Building Site” means a parcel of real estate located within the Real Property consisting of either a lot, portion of a lot, contiguous lots, or portion of contiguous lots, as applicable, but does not include Rights-of-Way, Common Property or Interchange Property.

Section 8. “Code of Regulations” means the Code of Regulations governing certain activities and procedures of the Association and its Board of Trustees as it may be lawfully amended from time to time.

Section 9. “Common Expenses” means all expenses incurred by the Association (or the Developer to the extent applicable) in owning, administering and maintaining the Common Property, providing certain maintenance and other services to the owners, tenants, subtenants and occupants as required by these Protective Covenants, and conducting its affairs and generally discharging the duties and obligations imposed upon it by these Protective Covenants or assumed by it pursuant to authorization granted by these Protective Covenants.

Section 10. “Common Property” means those portions of the Real Property and all Improvements thereon and appurtenances thereto, which are now or may hereafter be owned or leased by the Association and intended for the collective benefit and use of the owners, tenants, subtenants and occupants of the Real Property. Facilities and Common Signage reserves, including but not limited to the Common Signage reserves which the Developer intends to plat as part of the overall platting process for the Real Property, and upon which the Developer intends to construct certain entrance features, which Common Signage reserves are expected to be generally located at the Basil Western Road entrance; provided, however, the same shall not prohibit the location of Common Signage reserves at such other locations as the Developer and/or the Association may deem appropriate.

Section 11. “Common Signage” means any signage located or to be located upon Common Property, which signage generally identifies the development, or is

otherwise intended to benefit the owner, tenant, subtenant, or occupants of Building Sites.

Section 12. “Design Review Committee” means the entity responsible for conducting the Design Review Process and in certain limited instances, as specifically set forth herein for administering certain aspects of the Protective Covenants. Until assignment of such responsibilities in the manner provided in Article ____ herein, members of the Design Review Committee shall be appointed by the Developer.

Section 13. “Design Review Process” means the procedure set forth in Article Five herein for obtaining the approval of the Design Review Committee for the construction of Improvements on or within a Building Site.

Section 14. “Design Standards” means all of those guidelines and standards prepared by the Developer (as set forth in Appendix A) and its representatives (as amended from time to time as set forth in Article Four, Section Three herein), and issued to the Design Review Committee describing and dictating the general considerations which must be undertaken by owner, tenant, subtenant and occupant in preparing and submitting an application for the construction of Improvements on or within any given Building Site, which standards and guidelines will be generally followed by the Design Review Committee in reviewing and approving or disapproving any such application. The Design Standards generally describe and incorporate specific requirements relating to Building Site maintenance, Landscaping, set back requirements, lot splits, general architecture, treatment of mechanical equipment, Service Areas and dumpsters, exterior building materials, colors, window treatments, outdoor furnishings, curb cuts, driveways, walkways, lighting, signage, etc. The same may be amended by the Developer or the Design Review Committee as set forth in Article Four, Section Three herein; provided, however, the same shall not be amended in such a manner so as to conflict with the terms and conditions of these Protective Covenants without complying with Article Seventeen (17) herein.

Section 15. “Developer” means SR 33 LLC, or any successors in interest to that acquire title to substantially all of the Undeveloped Ground owned by the Developer.

Section 16. “Grantee” means Donald T. Plank, Trustee, in his capacity as Trustee under this Deed of Protective Covenants”.

Section 17. “Grantor” means SR 33 LLC and its successors and assigns.

Section 18. “Improvement” or “Improvements” means Structures and construction of any kind, whether above or below the land surface, such as but not limited to Buildings, out-buildings, roads, streets, driveways, sidewalks, retaining walls, water lines, sewers, all electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings, Barriers, Signs, Landscaping, and any Structure of any type or kind.

Section 19. “Landscaping” means elements in the physical environment, including but not limited to plantings, grading, site Structures, and water features.

Section 20. “Member” means a Member of the Association as such term is used within the Articles and Code of Regulations.

Section 21. “Person” means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 22. “Plans” means diagrams, outlines, or drawings reciting the specific descriptions of the various Improvements intended to be constructed upon a Building Site or Building Sites.

Section 23. “Ponds” means all Ponds designed and constructed within the Real Property, but not including inadvertent temporary accumulation of ground water caused by rainfall which temporarily exceeds the drainage capacity of the ground drainage system.

Section 24. “Project” or “Projects” means an undertaking by the owner, tenant, subtenant, occupant or developer, as applicable, relative to its respective Building Site or Building Sites, including but not limited to the application for and construction of Improvements thereon, and all ancillary elements of such construction and ownership of the Building Site and Improvements both prior to, during and after the construction process.

Section 25. “Property Line” or “Property Lines” means a line bounding the perimeter of a Building Site.

Section 26. “Proportionate Share” means the amount of a fee, lien or Assessment applicable to a particular Building Site as determined in accordance with these Protective Covenants. Unless otherwise provided to the contrary herein, the Proportionate Share shall generally be determined by dividing the acreage contained in a given Building Site by the aggregate acreage contained within all Building Sites located at SR 33.

Section 27. “Protective Covenants” means all of the restrictions, reservations, conditions, covenants, easements, Rights-of-Way, charges, Assessments, agreements, obligations, rights, uses and provisions running with the Real Property pursuant to this Deed of Restrictive Covenants executed and filed for the purpose of generally establishing the plan for development at SR 33.

Section 28. “Right-of-Way” or “Rights-of-Way” means the proposed rights-of-way for vehicular and/or pedestrian traffic located within the Real Property.

Section 29. “Service Area” means any truck dock, loading area or refuse collection area.

Section 30. “Setback” means distance as measured from a Right-of-Way or Property Line.

Section 31. “Sign” means any name, identification, description, display, illustration or device which is affixed to or represented directly or indirectly upon a Building, Structure or land in view of the general public and which directs attention to a product, place, activity, Person, institution, or business.

Section 32. “Specification” means technical description of materials, procedures and performance.

Section 33. “Structure” or “Structures” means an Improvement constructed upon any portion of the Real Property, including a Building but not including parking areas, curbs, walkways, driveways, underground Improvements, or other items not actually rising above the level of the ground.

Section 34. “Undeveloped Ground” means any Building Site for which no Building permit has been issued.

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ARTICLE TWO

GENERAL CHARACTER AND PURPOSES

The Real Property is subject to the within Protective Covenants to insure the proper use and most appropriate development of each Building Site, as well as the maintenance and preservation of the Common Property. It is the intent of these Protective Covenants: (i) to insure that Building Sites will always be maintained as an attractive, park-like setting for business; (ii) to protect the owners, tenants, subtenants and occupants of the Real Property against improper and undesirable use of surrounding portions of the Real Property; (iii) to protect against depreciation in value of the Real Property; (iv) to assure all owners, tenants, subtenants and occupants to the highest degree possible a protected investment; (v) to assure to the highest degree possible the Safety, health and general welfare of all of the owners, tenants, subtenants and occupants; (vi) to meet and obtain the goals and purposes as set forth in the Design Standards, Articles, and Code of Regulations; and (vii) to generally provide a high type and quality of development. This Article shall be used by the Developer, the Design Review Committee and the Association as a standard in judging performance and interpreting the provisions of these Protective Covenants and the Design Standards in approving or disapproving Plans and Specifications of the development of the Real Property and all Building Sites located thereon.

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ARTICLE THREE

DESIGN REVIEW COMMITTEE

Section 1. Establishment of Design Review Committee. There is hereby established a Design Review Committee. The Design Review Committee is, and shall remain, the agent and committee of the Developer until such time as the Developer assigns over unto the Association the right to appoint members of the Design Review Committee, as more particularly set forth in this Article Three, Section Five below, at which time the Design Review Committee shall automatically become, and thereafter be, the agent and committee of the Association.

Section 2. Composition of Design Review Committee. The Design Review committee shall be comprised of such Persons as the Developer shall initially determine and appoint (or as may thereafter be appointed by the Developer or the Association in the manner set forth in this Article Three, Section Five below); provided, however, the Design Review Committee shall consist of not less than three members.

Section 3. Duties and Authority of Design Review Committee. The Design Review Committee shall have (and hereafter does have the power and authority to generally review and approve (or disapprove) any applications for construction of Improvements on or within any Building Site; provided, however, the Design Review Committee shall, in exercising such power and authority, follow and generally comply with the terms and conditions of these Protective Covenants and the Design Standard. In this respect, the Design Review Committee shall have the full power and authority to do any one or more of the following:

- (A) Issue and promulgate by-laws of the Design Review Committee defining and describing the procedures by which meetings of the Design Review Committee will be conducted, all in accordance with this Article Three, Section Four below;
- (B) Conduct such meetings as the Design Review Committee shall see fit in the course of reviewing applications for construction of Improvements and the submittal data included therewith;
- (C) Amend or modify the Design Standards in accordance with the provisions relating to the same as set forth within the Design Standards and these Protective Covenants;
- (D) Generally conduct the review and approval process as set forth within Article Five of these Protective Covenants;

(E) Enforce the Design Standards and these Protective Covenants to the extent specifically authorized or set forth herein; and

(F) Do any and all other acts and things necessary or proper in the furtherance of these Protective Covenants and the Design Standards.

Section 4. Governance of Design Review Committee. The Design Review Committee shall be governed by by-laws adopted by the Design Review Committee, and approved by the Developer, which by-laws shall generally set forth the procedures for conducting meetings of the Design Review Committee, and otherwise the procedures for conducting the Design Review Process as more particularly set forth in Article Five herein.

Section 5. Appointment of Members to Design Review Committee. Initially, the Developer shall appoint all of the members of the Design Review Committee, and shall thereafter continue to appoint (or reappoint) all of the members of the Design Review Committee until such time as the Undeveloped Ground owned by the Developer constitutes less than ten percent (10%) of all the Building Sites located within SR 33. Thereafter, the Association shall appoint (and reappoint) the members of the Design Review Committee, as set forth within Section One above of this Article Three, the Design Review Committee shall, automatically upon the occurrence of such event, cease to be the agent and committee of the Developer, and thereafter immediately and automatically become the agent and committee of the Association. For the purpose of determining whether the percentage limitation described above has arisen or occurred, the calculation shall be made by determining the quotient obtained by dividing the acreage contained within the Undeveloped Ground owned by the Developer by the aggregate acreage contained within all of the Building Sites located on the Real Property.

Section 6. General Release of Liability of Design Review Committee. the Design Review Committee, Developer, and/or Association shall not be liable in damages or otherwise to anyone submitting an application for approval or to any owner, tenant, subtenant or occupant of a Building Site by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such application, provided the Design Review Committee, Developer and/or Association, as applicable, acted in good faith in taking any such action (or failing to do so act). In this respect, every Person who submits an application to the Design Review Committee for approval agrees, by submission of such application, and every owner, tenant, subtenant or occupant of any Building Site agrees, by acquiring title or interest therein or thereto, that such Person will not bring any action or suit against the Design Review Committee, Developer, and /or Association relating to the same, and hereby waive and release the Design Review Committee, Developer, and/or Association from any liability arising from mistakes in judgment, negligence, or nonfeasance, provided the Design Review Committee, Developer and/or Association,

as applicable, acted in good faith in taking the actions (or failing to act) giving rise to such claims.

Section 7. Indemnification of Design Review Committee. At such point in time when the Design Review Committee becomes the agent and committee of the Association as more particularly described in Section One and Section Five above of this Article Three, then the Association shall thereafter indemnify and hold harmless the Design Review Committee, and its members, from any claims, actions, suits or damages instituted or threatened against the Design Review Committee, or to which the Design Review Committee may be a party arising out of actions or inactions of the Design Review Committee or its members in their capacity as such, whether such claims, suits, actions or proceedings are brought by on behalf of third parties or by or on behalf of owners, tenants, subtenants or occupants, except to the extent the same are the result of the gross negligence or intentional wrongdoing of the Design Review Committee or its members.

Section 8. Expenses of Design Review Committee. The actual out-of-pocket expenses incurred by the Design Review Committee in reviewing an application and meeting and discussing the same with the Applicants shall be an expense of the Applicant.

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ARTICLE FOUR

DESIGN STANDARDS

Section 1. Establishment of Design Standards. In order to supplement and further define various of the elements of these Protective Covenants, the Developer has issued a set of Design Standards (as set forth in Appendix A). The Design Standards are intended to further describe the specific procedures and elements recited within these Protective Covenants. In this respect, to the extent there exists or arises a conflict between these Protective Covenants and the Design Standards, the terms and conditions of these Protective Covenants shall be superior and shall be binding over the terms and conditions of the Design Standards.

Section 2. Purpose of Design Standards. The purpose of the Design Standards is to set forth and explain certain particular standards and procedures pertaining of the development of the Improvements. The intention of the Design Standards is to create well-designed Building Sites, and to provide a codification of the procedures relating to the Design Review Process as described in Article V herein. All Projects at the Real Property shall conform to the Design Standards.

Section 3. Amendment to Design Standards. The Design Review Committee may from time to time amend, change or modify the Design Standards, provided such Design Standards shall be in conformity with the spirit and intent of these Protective Covenants, and further provided the Design Review Committee shall not amend, change, or modify the same without the written consent of Developer, which consent the Developer may withhold in its sole and absolute discretion; provided, however, at such time as Developer has assigned over unto the Association its right to appoint members to the Design Review Committee as described in Section One and Section Five of Article Three herein, then the consent referred to above shall be similarly (and automatically) assigned over to the Association.

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ARTICLE FIVE

DESIGN REVIEW PROCESS

Section 1. General Procedures. Except as provided in the next following sentence, no Improvement of any kind shall be installed, erected, placed, assembled, altered or permitted to remain on any Building Site until and unless its proposed use and the Plans and Specifications for construction of the same showing the nature, shape, size, color, architectural design, material, location and Landscaping, paving plans, and storm drainage have been first approved in writing by the Design Review Committee. After the substantial completion of a Building and associated Improvements upon a Building Site, and provided the same complies in all respects with these Protective Covenants and the Design Standards, then any subsequent Improvement, alteration, or modification of the elements of such Building located entirely within the confines of such Building and not otherwise visible from the exterior of such Building, shall not require the further review or approval of the Design Review Committee. Relative to the review and approval of the Design Review Committee, the Design Standards shall provide the specific procedures by which an owner, tenant, subtenant, or occupant submits an application for the construction of such Improvements, and by which the Design Review Committee reviews and approves or disapproves the same. However, generally the application shall contain a statement of use, which statement on use shall include all uses to which the owner, tenant, subtenant or occupant will put the Improvements. The Plans shall include, without limitation, plot plans showing proposed land contouring or grades, Buildings, parking areas with parking stalls indicated and numbered, loading facilities, access ways, other paved areas, Landscaping including planting areas, elevations, and Sign design and appearance. The Specifications shall describe types of construction and materials to be used. Approval or disapproval shall be based, among other things, on conformity and harmony of the use, Plans and Specifications in compliance with: the Design Standards; these Protective Covenants; and the conformity of the same to the general character of the entire Real Property as described in Article Two hereof. Except as specifically provided herein to the contrary, no application for a Building permit shall be made without receiving such approval, as provide herein.

Section 2. Pre-Planning Conference. Upon execution of a purchase/lease agreement for a Building Site or sooner where advisable, a conference with the owner (or owners), tenants, subtenants or occupants (as applicable), Project architect and a representative of the Design Review Committee shall be arranged by the Applicant. This meeting shall occur before detailed Project planning begins in order to develop an early understanding of the Project objectives and the requirements, limitations, and procedures set forth within the Design Standards and these Protective Covenants.

Section 3. Submission of Plans and Specification. The exact procedures for the submission of Plans and Specifications and other submittal data shall be as dictated by the Design Standards.

Section 4. Approval or Disapproval of Plans and Specifications. the Design Review Committee will review any submissions which have been properly submitted to the Design Review Committee. The exact procedures for the review and approval (or disapproval) by the Design Review Committee shall be governed by the Design Standards and by-laws of the Design Review Committee.

Section 5. Failure of Design Review Committee to Act. Failure to approve or disapprove any submission or resubmission within thirty (30) days from the date on which submission or resubmission was received by the Design Review Committee shall constitute approval of the same unless the same is the result of a clerical or ministerial error of the Design Review Committee, and the Design Review Committee thereafter notifies the Applicant of its approval or disapproval promptly after discovery of such clerical or ministerial error.

Notwithstanding anything to the contrary contained herein, after the expiration of one year from the first of the following to occur: (i) the date of the issuance of a certificate of completion by the Project Architect certifying that the Improvements were substantially complete; or (ii) the date of issuance of the first Certificate of Occupancy allowing and permitting an owner, tenant, subtenant or occupant to occupy the Building; said Improvements shall, in favor of future purchasers and mortgagees in good faith and for value, be deemed to be in compliance with all provisions of these Protective Covenants relating to the approval of Plans and Specifications, unless legal proceedings have been instituted to enforce compliance with these Protective Covenants or the Design Standards in a court of competent jurisdiction located in Fairfield County, Ohio.

Section 6. Special Procedures and Exceptions. By this Section, the Design Review Committee is granted the power and authority to issue special procedures for handling particularly unusual situations and/or circumstances, including the construction of Improvements on an accelerated basis requiring expedited review and approval of documentation, including but not limited to the review and approval of preliminary documentations, contemporaneously with the initiation of construction on a Building Site or application of a Building permit.

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ARTICLE SIX

RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Uses. All Building Sites are to be used for uses permitted under the Violet Township Zoning Code. All uses must receive prior written approval from the Design Review Committee and shall not be contrary to any restrictions set forth in these Protective Covenants or violate any federal, state, county or township regulations, including but not limited to applicable zoning regulations.

Section 2. Pollution, Noise and Nuisances. No use shall be permitted or maintained on any portion of the Real Property herein conveyed which may cause, produce or contribute to any of the following:

- (A) Noise that, because of excessive or unusual volume, duration, intermittence, beat, frequency or shrillness, is objectionable to owners, tenants, subtenants or occupants of other portions of the Real Property;
- (B) Noxious, toxic or corrosive fumes or gases, or excessive smoke, dirt or dust emission;
- (C) The attraction of flies, bugs or insects;
- (D) Noxious odors, glare, vibration, radiation, or liquid wastes.

Section 3. Fences, Walls, and Barriers. No fence, wall, hedge, barrier, or mass planting shall be erected, installed or permitted to remain on a Building Site without the prior written approval of the Design Review Committee.

Section 4. Lighting. Lighting shall be provided by owner, tenant, subtenant or occupant, in parking lots, at curb cuts and building entries. All lighting must be down cast to reduce spillage off of the Building Site. Uplighting may be used to light Landscaping. All upright fixtures must be screened with Landscaping. Security lighting fixtures are restricted to Service Areas. In general, no colored lighting will be permitted; provided, however, the Design Review Committee shall have the authority under special circumstances to approve the same as it shall determine in its sole and absolute discretion. The standard lighting fixture type and height requirement shall be as dictated by the Design Review Committee, and as set forth within the Design Standard.

Section 5. Excavation and Oil Drilling. No excavation shall be made on, and no sand, gravel or soil shall be removed from the Real Property or any portion thereof except in connection with construction and Improvements. Upon the completion of construction and Improvements, exposed openings shall be back-filled and compacted,

and the disturbed ground shall be graded, leveled and paved or landscaped in accordance with the provisions hereof.

Section 6. Outside Storage and Equipment. No materials, supplies, equipment or products shall be stored or permitted to remain on any portion of a Building Site outside a permanent Structure without the prior written approval of the Design Review Committee. This provision shall not be applicable to the materials, equipment and supplies stored in relation to and as a part of the construction of the permanent Structures upon each parcel, which materials, equipment and supplies shall be removed immediately upon completion of construction.

Section 7. Waste and Refuse. All waste materials or refuse, combustible and non-combustible, shall be stored and maintained in closed containers, and in accordance with Section 6 of this Article.

Section 8. Service Areas and Dumpsters. All Service Areas including loading docks, and trash containers should be totally screened from view with the same materials used on the building walls. These areas should also use extensive Landscaping to soften their impact within the environment.

Section 9. Loading Spaces. Sufficient loading and unloading places shall be provided for on each Building Site to assure that all loading and unloading of vehicles shall be conducted entirely upon such Building Site. The Buildings and Improvements shall be so designed in a place upon the Building Site and the loading facilities shall be so constructed so that motor vehicles, whether rear loading or side loading, may be loaded or unloaded at any loading dock or door or loading area, without extending beyond the Property Line.

Section 10. Outdoor Furnishings. Any miscellaneous items in areas visible to the general public such as benches, planters, sculpture, etc. shall be durable and compatible with the surroundings and shall be submitted to the Design Review Committee for approval.

Section 11. Clearing, Drainage and Grading. Materials resulting from clearing, grubbing and demolition operations, and all other debris, shall be promptly removed from the Building Site. Finish grading shall prevent ponding or washing of water on the Building Site and on adjacent property. Drainage shall generally be away from the building and Structures, but storm drainage on any given Building Site must be handled on the Building Site, rather than being dumped on the streets and drives. Newly graded areas shall be protected against erosion.

Section 12. General Signage Requirements. All Signs in the development shall be designed, erected, altered, reconstructed, illuminated, located, moved and/or maintained, in whole or in part, in accordance with the provisions set forth in these Protective Covenants and the Design Standards and all other applicable Violet Township zoning codes.

Section 13. General Maintenance. All Improvements shall be maintained in good condition. Each owner, tenant, subtenant and occupant, including the Developer herein as to the premises retained by it, shall carefully maintain their respective property, including but not limited to the mowing of grass regularly, and shall carefully maintain all Buildings and Improvements thereon, of whatever nature, in a safe, clean and wholesome manner and in first-class condition and repair at all times. Snow removal within a Building Site shall be the responsibility of the Owner.

Section 14. Right to Resubdivide. Once Building Site has been purchased or leased from the Developer, such real estate shall be considered as a single unit; and it shall not be resubdivided without the prior written approval of the Developer; provided, however, at such time as the Developer assigns over unto the Association to the right to appoint the members of the Design Review Committee, the same shall also automatically act to assign the approval set forth within this Section over unto the Association.

Section 15. Miscellaneous. No boats, trailers, campers, buses, trucks, or other large or unusual vehicles shall be parked or stored on any portion of a Building Site for more than seventy-two (72) hours, except during the course of the construction of the Improvements. No Structure of a temporary character, trailer, storage building, storage shed, tent, shack, garage, barn, or other outbuilding shall be permitted upon any portion of the Real Property, except during the course of construction of the Improvements.

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ARTICLE SEVEN

RESERVATION OF EASEMENTS

Section 1. Reservation of Easements for Utilities. The Developer specifically reserves the exclusive right at any time hereafter to grant easements, Rights-of-Way or consents over, under and across any ground lying between the Right-of-Way and/or Property Line and the Setback Lines as established in this Deed of Protective Covenants for the following purposes:

- (A) For the construction, operation and maintenance of electric telephone, water, gas or sewer, pipes, conduits, lines or systems to serve the subject property or other portions of the Real Property; and/or
- (B) To enable any other public utility to serve the subject property or other portions of the Real Property; and/or
- (C) For purposes of ingress and egress to service and maintain such utilities.

Such easements, Rights-of-Way or consents may be granted by the Developer across, through, under, upon or over any private or public streets, driveways, landscaped areas or paved areas which are now existing or which may hereafter be established in areas.

Should any public utility company, governmental body or Person require such an executed easement, Right-of-Way or consent by any owner, tenant, subtenant or occupant in addition to that executed by Developer, then such owner, tenant, subtenant or occupant does hereby covenant and agree, by the acceptance of a deed, lease or sublease, for any portion of the Real Property and for itself, himself, herself, themselves, and their respective heirs, successors and assigns, individually and jointly, to execute the same upon the request of Developer herein.

In the event Developer grants to a utility the right to locate its transmission lines or mains or other facilities under any driveway, parking area, fence or walkway, such easement shall provide that the utility shall repair any damage to same occasioned by the installation, relocation, maintenance or repair of such facilities.

Section 2. Assignment of Easements. The Developer reserves the right to assign the easements reserved pursuant to this Article Seven over unto such Persons as the Developer shall determine; provided, however, at such time as the Developer assigns over unto the Association the right to appoint members to the Design Review Committee, then without the requirement of any further documentation, any easements reserved pursuant to this Article Seven and not heretofore assigned over unto any other Person, shall automatically be assigned over unto and vest in the Association.

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ARTICLE EIGHT

ASSOCIATION

Section 1. Establishment of Association. The Developer has caused (or will cause) to be incorporated the Association. The Association shall be governed by a Board of Trustees, which shall consist of not less than five who have been initially designated by the Developer, and thereafter elected or appointed in accordance with Section Five of this Article Eight.

Section 2. Voting Rights. Except as provided in Section Four of this Article Eight, in all elections for members of the Board of Trustees an Owner, voting shall be in accordance with the provisions of these Protective Covenants and the Code of Regulations, and in this respect, each Owner shall receive a number of votes equal to the total number of acres (or fractions thereof) by the Owner. Joint, common, or other multiple ownership of a Building Site shall not entitle the Owners of such property to more than the number of votes which would be authorized if such property were held under one name.

Section 3. Qualification. Except for those Persons appointed by Developer, in order to be a member of the Board of Trustees, the Person must be entitled to vote in the election of Board of Trustees. For the purposes of this Section, a Person shall be deemed as entitled to vote if the entity to which the Person is employed or affiliated is entitled to vote.

Section 4. Election of Members of the Board of Trustees. Initially, the Developer shall appoint all of the members of the Board of Trustees. Thereafter, the Developer shall continue to appoint (or reappoint) all of the members of the Board of Trustees until such time as the Undeveloped Ground owned by the Developer constitutes less than ten percent (10%) of all the Building Sites located within the Real Property. Thereafter, the Association shall elect (and re-elect) the members of the Board of Trustees in accordance with the provisions of the Code of Regulations. For the purpose of determining whether the percentage limitation described above has arisen or occurred, the calculation shall be made by determining the quotient obtained by dividing the acreage contained within the Undeveloped Ground owned by the Developer by the aggregate of the acreages contained within all of the Building Sites located within the Real Property.

Section 5. Term of Office. Prior to the date and time when the Developer assigns over unto the Association and its Members the right to elect and appoint members of the Board of Trustees as set forth in Section Four of this Article Eight, the term of office of the members of the Board of Trustees shall be for such time as determined by the Developer. Thereafter, the term of office for the members of the Board of Trustees shall be three years. the terms shall be staggered pursuant to the Code of Regulations to assure that at least one, but not more than two (unless the total number of members of the Board of Trustees increased over the initial number of five, in

which case the maximum number of members of the Board of Trustees elected annually shall be similarly increased in such a manner so as to give effect to the purpose of this Section) members of the Board of Trustees are scheduled to be elected during any calendar year.

Section 6. Powers and Duties of the Association. The Association shall have the following powers and duties, whenever in the exercise of its discretion it may deem them necessary or advisable, which powers and duties shall be exercised by and through the Board of Trustees:

(A) To enforce, either in the name of the Association, the Design Review Committee, or in the name of any owner, tenant, subtenant or occupant, any or all of the Protective Covenants herein, provided, however, that this right of enforcement shall not serve to prevent the assignment of those rights by the proper parties, including the Design Review Committee, wherever and whenever such right of assignment exists. Rights herein reserved exclusively to the Developer herein may be exercised by the Board of Trustees only with the prior written consent of the Developer. The expenses and costs of any such enforcement proceedings shall, however, be collected and lienable as herein provided or shall be paid out of the general funds of the Association as herein provided;

(B) To provide for the plowing and removal of snow from Rights-of-Way, either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(C) To exercise such control over streets as may be within its power and as it may deem necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(D) To repair, maintain, repave and reconstruct paved private streets or roads, lanes and pedestrian ways and to clean private streets, gutters and sidewalks and pedestrian ways either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(E) To establish policies, procedures, and boards for the review and approval of Plans and Specifications required by these Protective Covenants and to have the right to provide for any Improvement or maintenance of Improvement which it may deem necessary or desirable either in enforcing these

Protective Covenants or in generally maintaining the Common Property;

(F) To establish and amend and/or modify the Articles or the Code of Regulations;

(G) To provide for maintenance of the Ponds for purposes of keeping the same clean and free of debris and keeping algae controlled and the right to exercise such other control over the Ponds as may be necessary or desirable either in enforcing these Protective Covenants or in generally maintaining the Common Property;

(H) To elect officers of the Association as provided in Section Ten (10) of this Article Eight;

(I) To provide for the insurance as set forth in Section Eleven of this Article Eight; and/or

(J) To provide for a budget for the Common Expenses, and to estimate, assess, and collect the Assessments as described in Article Nine herein for the purposes of paying the Common Expenses, and to otherwise undertake such actions as are necessary to enforce all of the rights and remedies provided within Article Nine relating to such Assessments.

Section 7. Expenditures Limited to Assessments for Current Year. The Association shall at no time expend more money within one year than the total amount of annual and special Assessments to be collected for such year for such purposes as set forth in Article Nine herein, plus any surplus which it may have on hand from previous Assessments, nor shall the Association enter into any contracts whatsoever, which shall bind the Association and result in Assessments during any future year to pay for any such obligations; no such contract if entered into shall be valid or enforceable against the Association, it being the intention that the Assessments for each year shall be applied as far as is practicable toward the paying of the obligations of that year without affecting the Assessments of any future or subsequent years.

Section 8. Observation of All Laws. The Association shall at all times observe all applicable township, state, county, and federal laws. If at any time any of the provisions hereof pertaining to the Association shall be found to be in conflict with any of such applicable laws, then such parts of the provisions as are in conflict with such laws shall become null and void; but no other parts as are not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out the provisions herein set forth.

Section 9. Election of Officers of the Association. The Board of Trustees shall annually elect officers of the Association. The officers shall include a president, secretary, and treasurer, and such vice-presidents of the Board of Trustees shall deem advisable. The procedures for election of the officers, and the duties of the officers, shall be as determined by the Board of Trustees and set forth within the Code of Regulations.

Section 10. Insurance. The Board of Trustees shall obtain, in such amounts as it deems advisable, insurance for the benefit of the Association (including members of the Board of Trustees, officers and employees of the Association) against liability for death, personal injury, or property damage arising or relating to the Common Property. The Board of Trustees shall further obtain insurance on such other Improvements which are part of the Common Property, covering those hazards ordinarily insured against in fire and extended coverage policies in Fairfield County, Ohio, in an amount not less than the actual replacement cost of such Improvements (exclusive of the cost of foundations, footings, and excavation) as determined by the insurer at the time of issuance of the policy or policies. All proceeds payable by reason of an insured loss under the policy or policies shall be paid to the Association. Any such proceeds paid under fire and extended coverage hazard insurance policy or policies shall be utilized to pay the cost of repair or restoration of that part of the Common Property damaged or destroyed. The Board of Trustees may also, at its discretion, obtain fidelity bonds guaranteeing the performance and security of Persons handling, administering, or accounting for the funds of the Association. Further, the Board of Trustees may obtain officers' and trustees' liability insurance providing protection against errors and omissions committed by any member of the Board of Trustees or an officer of the Association. The cost of such insurance policies and fidelity bonds provided hereunder shall be a Common Expense of the Association.

Section 11. Indemnification. The Board of Trustees shall adopt such resolutions as are necessary and shall further provide within the Code of Regulations for the indemnification by the Association of the members of the Board of Trustees and the officers, agents, and employees of the Association. Such indemnification shall generally provide that so long as the members of the Board of Trustees, officers of the Association, and their agents and employees were acting in the course and scope of their employment and in good faith, that the same shall be held harmless from any claims, liabilities, damages, costs, or expenses arising as a result thereof.

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ARTICLE NINE

ASSESSMENTS

Section 1. Method of Providing General Funds. For the purpose of providing general funds to enable the Association to perform the duties herein provided for, and to maintain the Common Property to the extent applicable, all of the Building Sites herein conveyed shall be subject to an annual Assessment to be paid to the Association on the tenth day of January each year by the respective owners thereof. The amount of such Assessment shall be fixed by the Board of Trustees from year to year, and shall be at such amount so as to assure that the aggregate of all of the Assessments paid by all of the owners of all of the Building Sites is sufficient to meet the proposed operating budget prepared by the Board of Trustees, which operating budget shall set forth all of the costs and expenses reasonable anticipated by the Board of Trustees to be incurred by the Association during the next calendar year in performing the duties and obligations of the Association, including but not limited to maintaining the Common Property.

Section 2. Amount of Owner's Share of Any Assessments. All Building Sites shall be assessed in an amount based upon the total acreage contained within the Building Site as compared to the total acreage contained within all Building Sites which is herein sometimes referred to as such Owner's Proportionate Share of such Assessment.

Section 3. Special Assessments. The Board of Trustees shall, in accordance with this Article, have the power to levy special Assessments, in addition to the general Assessments as hereinbefore provided, for the unanticipated costs of maintenance and replacement of the Common Property to the extent applicable, or in order to meet any unanticipated actual operating deficit of the Association. All special Assessments shall be due and payable not later than sixty (60) days from the date that they are levied.

Section 4. Notices. A written or printed notice, either deposited in the United States mail with proper prepaid postage thereon and addressed to the respective owners at the last address listed with the Association or hand delivered to the respective owners at such address, shall be deemed to be sufficient and proper notice for any purpose where notices are required under these Protective Covenants, except as otherwise provided herein.

Section 5. Interest and Lien. From and after the date when an Assessment payment is due, it shall bear interest at the rate of eighteen percent (18%) per annum until paid, and such payment and interest shall continue in full force and effect until the amount is fully paid. At any time after the passage of a resolution levying an Assessment and its entry in the Board of Trustees' minutes and the passage of the due date for paying such Assessment, the Board of Trustees may execute and acknowledge a certificate reciting the levying of the Assessment with respect to any one or more of the Building Sites and to cause the same to be filed in the Office of the Fairfield County

Recorder, Fairfield County, Ohio, which certificate shall set forth the legal description of the real estate involved, the name of the record Owner of such real estate, and the amount then due and unpaid for the Assessment; and such certificate shall be a lien upon such Building Site from the time of the filing with the Recorder for a period of five years unless extended by the Board of Trustees for successive periods of five years each. Within thirty (30) days after such filing, a copy of the certificate so filed shall be sent by United States certified mail, return receipt requested, postage prepaid, to such owner at the owner's last known address. Upon the owner's failure to pay or cause the same to be paid within fifteen (15) days after the time of posting such certified mail, the Board of Trustees, their successors and assigns, shall have the right of foreclosure, as in a mortgage, upon such Building Site for the amount of the lien, together with interest, attorneys' fees and costs as aforesaid.

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ARTICLE TEN

COMMON PROPERTY

Section 1. Designation of Common Property. All portions of the Real Property owned or leased by the Association, together with any Improvements constructed thereon, shall be deemed to be Common Property, unless the Association shall designate the same as not being Common Property.

Section 2. Use of Common Property. Subject to any limitations imposed by any other provision of this Deed of Protective Covenants, the Board of Trustees shall have the right and power to promulgate reasonable rules and regulations governing the operation and use of the Common Property. Said rules and regulations shall be binding upon and inure to the benefit of the owners, tenants, subtenants, and occupants. No such rule or regulation shall discriminate against any individual user or class of users. The Board of Trustees may also adopt penalties or sanctions for violation of its rules and regulations; provided, however, any such penalty or sanction may only be imposed pursuant to the procedures described in the Code of Regulations.

Section 3. Maintenance of Common Property. Subject to the maintenance responsibilities or limitations set forth herein to the contrary, the Association shall maintain the Common Property, together with all Improvements located thereon in good condition, and the costs and expenses of the same shall be a Common Expense of the Association.

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ARTICLE ELEVEN

SPECIFIC ENFORCEMENT OF PROTECTIVE COVENANTS

The Developer, the Association, and the Design Review Committee reserve and are hereby separately granted the right to enter upon any portion of the Real Property to inspect for purposes of determining compliance with these Protective Covenants and further, in case of any violation or breach of any of the Protective Covenants herein contained to enter upon any portion of the Real Property upon which such violation or breach exists, and to summarily abate and remove, at the expense of the owner, tenant, subtenant or occupant thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, interpreted by the Developer, the Association, or the Design Review Committee as applicable, and the Developer, the Association, and the Design Review Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement of removal. The Developer, the Association, the Design Review Committee and every owner, tenant, subtenant, and occupant are further separately, empowered to seek by legal proceedings, either at law or in equity, necessary remedies to a continuing breach of these Protective Covenants. A failure of the Developer, the Association, the Design Review Committee or any owner, tenant, subtenant, or occupant to enforce any of the Protective Covenants shall in no event be construed, taken or held to be a waiver therefore, or acquiescence in or consent to any continuing, further or succeeding breach of violation thereof; and the Developer, the Association, the Design Review Committee, or any owner, tenant, subtenant, or occupant shall at any and all times have the right to enforce the same.

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of all or any of these Protective Covenants, then the fee of such attorney and all other costs in connection with any contemplated or actual legal proceeding in such connection shall become a lien against the Building Site or Building Sites which is the subject of the proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof, such fee and costs shall bear upon and constitute a lien against the property in question in the same manner as the lien of an unpaid Assessment as hereinbefore detailed.

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ARTICLE TWELVE

ACCEPTANCE OF PROTECTIVE COVENANTS

Each owner, tenant, subtenant and occupant, by the acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the subject Real Property, accepts the same subject to all of the within Protective Covenants; and the jurisdiction, rights and powers of the Developer, Association, Design Review Committee and other owners, tenants, subtenants, or occupants created or served by this Deed of Protective Covenants, and all easements, rights, benefits and privileges of every character hereby granted, created or reserved, and all obligations hereby imposed shall run with the Real Property and shall bind every owner, tenant, subtenant and occupant and inure to the benefit of every owner, tenant, subtenant or occupant as though the provisions of this Deed of Protective Covenants were recited and stipulated at length in each and every deed of conveyance, lease and sublease.

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ARTICLE THIRTEEN

AMENDMENT OR MODIFICATION

Section 1. Amendment or Modification by Developer. The within Protective Covenants may, at any time, be amended, modified or replaced in whole or in part [subject to the limitations hereafter set forth within this Article Thirteen (13)] by the Developer herein, without the further consent or execution of any document by any Person, including any Person who is at such time the owner, tenant, subtenant or occupant of one or more Building Sites, or any other portion of the Real Property, for so long as the acreage contained within the Undeveloped Ground owned by the Developer constitutes more than ten percent (10%) of the aggregate of the acreage contained within all of the Building Sites. For the purpose of determining whether or not the percentage limitation above has arisen or occurred, any transfer of all of the Real Property or a significant portion thereof by the Developer to another Person which is followed by the prompt reconveyance of the Real Property or a significant portion thereof back to the Developer shall not act to trigger the same. Further, any transfer of all or substantially all of the Real Property then owned by the Developer to the successors or assigns of the Developer shall not act to trigger the same.

Notwithstanding the immediately preceding paragraph, the Developer may not amend, modify or replace, in whole or in part, these Protective Covenants if the proposed amendment, modification, or replacement would materially or substantially increase the monetary obligations of any Person who is then an owner, tenant, subtenant, or occupant of a Building Site or Building Sites, and such Person does not consent to the same in writing, or if the proposed amendment, modification or replacement would materially or substantially increase the obligations of any such Person under these Protective Covenants.

For the purposes of determining whether or not the obligations of any Person have been materially or substantially increased, this paragraph shall be liberally construed in favor of the Developer, and shall only require the consent of such Person to the extent that such Person can establish by clear and convincing evidence that the same has materially and substantially increased its obligations hereunder.

The Developer shall, upon exercising its rights to amend, modify, or replace these Protective Covenants, reduce the same to writing and record such instrument in the Office of the Fairfield County Recorder, Fairfield county, Ohio, which instrument shall, in addition to specifying such amendment, modification or replacement, refer to these Protective Covenants by the Official Record Volume and page of their respective recording, and shall further refer to any owner, tenant, subtenant, or occupant and their respective source of title or interest in the Real Property as Developer shall deem necessary or reasonable in order to assure that any such amendment to these Protective Covenants is properly set forth within the chain of title to such owner, tenant, subtenant, or occupant. Each owner, tenant, subtenant and occupant, by acceptance of a deed of conveyance, lease or sublease for or right to enter upon any part of the

subject Real Property, accepts and consents to any amendment, modification, or replacement of these Protective Covenants accomplished in accordance with the terms and conditions of this Article Thirteen (13) and further consents to the Developer referring to such owner, tenant, subtenant and occupant within any such document evidencing the amendment, modification, or replacement of these Protective Covenants, including the reference to such party's source of title or interest in such Real Property.

Section 2. Amendment or Modification by Association. At such point in time when the Developer can no longer amend or modify these Protective Covenants pursuant to the application of Section One of this Article, the Association may thereafter amend or modify these Protective Covenants by the affirmative vote at a meeting called and held pursuant to the Code of Regulations of not less than seventy-five percent (75%) of the voting rights of the Association; provided, however, under no circumstances may the Association amend or modify these Protective Covenants in a manner which is discriminatory in effect to a class of owners, occupants or tenants at SR 33 if such class of owners, occupants or tenants in the aggregate maintain less than twenty-five percent (25%) of the voting rights of the Association.

In the event of an amendment or modification as provided within this Section of this Article, the Secretary of the Association shall reduce the same to writing in recordable form, certify to the same, and file the same of record in the Office of the Fairfield County Recorder, Fairfield County, Ohio, which instrument shall set forth within its body a reference to the Official Record Volume and page of this Deed of Protective Covenants, and shall further set forth the names of the fee simple owners of the various Building Sites in such a manner so as to assure the same appears within their respective "chains of title".

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ARTICLE FOURTEEN

MISCELLANEOUS

Section 1. Failure to Enforce. No Protective Covenant imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 2. Invalidity of any Section. The invalidity of any of the within Protective Covenants in whole or in part by judgment, court order or in any other manner shall not impair or affect in any manner the validity, enforceability or effect of the rest of said Protective Covenants.

Section 3. Assignability. The rights, privileges and powers herein retained by the Developer, Association, or Design Review Committee shall be assignable to and shall inure to the benefit of its successors and assigns.

Section 4. Additional Rights of Developer. The Developer reserves the right to: (i) assign over unto the Association the right to appoint members to the Design Review Committee or elect members to the Board of Trustees; and/or (ii) waive its rights to further amend the Deed of Protective Covenants, all as provided herein at any point in time prior to the time when the Developer is otherwise obligated to assign such rights over to the Association, or is no longer empowered to make such amendments.

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APPENDIX A

Sycamore Crossing Design Standards

SECTION 1: GENERAL CRITERIA

The purpose of these design standards is to provide guidelines for the development of the freestanding out parcel buildings that are part of the Sycamore Crossing Commercial Development and to provide consistent and orderly appearance for the overall development. These standards state the minimum requirement that must be met in order to obtain Design Review Committee approval. In the case of a conflict between these standards and the approved Violet Township zoning text (M-2 district), the approved zoning text entitled shall prevail. These standards shall apply to all commercial developments and buildings within Sycamore Crossing.

SECTION 2: SUBMITTALS

Each parcel developer must submit three (3) hard copies of a formal design package to Sycamore Crossing Design Review Committee (Committee) prior to submittal to Violet Township for zoning or building permits. Each design package shall include the following:

1. Dimensioned site plan illustrating all pavement and building setbacks, pavement types, building footprint, dumpster location, transformer location, all ground mounted equipment, curb cuts, parking areas and drive-thru lanes(if applicable) and proposed storm water management. Include lot coverage calculations on the site plan.
2. Landscape Plan.
3. Site lighting plan with photometric using required pole and light fixture.
4. Building elevations illustrating all exterior materials, fenestration, mechanical equipment, building height and roof pitches.
5. Proposed signage including all building mounted wall signs and ground mounted and directional signs. All graphics to be dimensioned.
6. One exterior materials sample board using actual samples that will be retained by the Committee.

7. Other exhibits are acceptable to describe nature of the proposed improvements.

SECTION 3: SITE PLANNING

1. Off street parking shall be provided at the time of construction of the main structure or building, with adequate provisions for ingress and egress. Each building site shall contain all required parking facilities as required by the Violet Township Zoning Code.

2. Lot Coverage: Building and paved vehicular surface coverage may not exceed 85% of the gross buildable area of the site, unless specifically approved by the committee

3. Building Setbacks: All structures shall be on closer than:

- a. Thirty-five (35) feet from interior road right of ways.
- b. Fifty (50) feet from surrounding roadways (Basil-Western Road and Amanda Northern Road).
- c. Fifteen (15) feet from all other property lines.

4. Paving Setbacks: Shall be permitted within building setbacks. Vehicle access points are permitted to cross paving setbacks.

- a. Twenty-five (25) feet adjacent to Basil Western Rd
- b. Thirty (30) feet adjacent to Amanda Northern Rd and U.S. Route 33.
- c. Fifteen (15) feet adjacent to all rights-of-ways
- d. Five (5) feet along parcel lines adjacent to other parcels.

5. Site Triangle for corner lots: Buildings, signs, walls etc are not permitted within fifteen (15) feet from the corner of intersections (measured along property lines).

6. Vehicle access:

- a. Access points shall be no greater than thirty-five (35) feet in width.
- b. All vehicle access points shall be no closer than fifty (50) to intersection roadways or another driveway.
- c. For each individually owner parcel, the total number of access points along each frontage shall be no greater than
 - 1 driveway - 130 feet frontage or less
 - 2 driveways - 130 feet to 300 feet of frontage
 - 3 driveways- 300 feet to 500 feet of frontage
 - 4 driveways- 500 feet or more of frontage

SECTION 4: LANDSCAPE DESIGN

1. All paving setbacks, yards (front, rear, and side) and ground signs shall be landscaped. Parking areas shall be screened using mounding, landscaping, or combination there of at a height of three(3) feet above paved areas with eighty (80) % opacity to obscure views from all public rights-of-ways.
2. All buildings shall have lawn areas or landscape beds adjacent to the building. Pavement shall not extend to the building except as required for drive thru facilities, or pedestrian access. Each building shall have a minimum of sixty (60) % of its street frontage and twenty-five (25) % side and rear frontages planted with foundation shrubs and ornamentals in landscape beds.
3. Unless avoidably necessary, all existing trees over 10” in caliber shall be protected.
4. One (1) street tree shall be planted per forty (40) feet of street frontage.
 - a. ?????? species of street trees to be planted along Basil Western and Amanda Northern Road.
 - b. ?????? Species of street tree to be planted along all internal roads.
5. Landscaping and maintenance for each lot shall be the responsibility of the individual property owner unless noted as being maintained by the Association.
6. All landscaping on each parcel shall be completed within one hundred twenty (120) days after the completion of occupancy of any building thereon.

SECTION 5: PARKING

1. All paved areas shall be paved in asphalt or equally durable material. Gravel paving for parking areas not permitted.

SECTION 6: SITE LIGHTING

1. All lighting shall conform with Violet Township requirements.
2. All exterior lighting shall be down lighting with cut-off fixtures and prevent spillage into adjacent parcels. Wall pack lighting prohibited.

3. All exterior lamp types to be metal halide.
4. All pole mounted fixtures shall be no higher than 20 feet above finish grade.
5. Maximum allowed illumination of parking areas to be two (2) footcandles.
6. All pole mounted fixtures shall be ????????
7. Illumination of objects other than the building, signage, landscaping, paving or flag poles are not permitted.

SECTION 7: ARCHITECTURAL GUIDELINES

1. Buildings will have a unified palette of exterior building materials and colors to promote a consistent overall development appearance while at the same time allowing each to have its own identity.
2. The exterior finish dominate material is to be incorporated on all 4 sides of buildings.
3. All roof top mounted equipment shall be screened.
4. Large facades shall be detailed with pilasters, recesses and offsets to reduce overall scale of the building façade.
5. No buildings shall exceed thirty-five (35) feet in height measured from finished grade.

SECTION 8: EXTERIOR FINISH MATERIALS

1. Buildings dominate exterior finish materials shall use natural materials or those used to simulate natural materials.
2. Earth tones, muted and natural tones are required. Under no circumstances shall any exterior finish product contain high gloss or high chroma colors.
3. The use of highly reflective materials is prohibited. Mirrored glass is prohibited.

SECTION 9: SIGNAGE

1. Each parcel may have one (1) free standing monument sign and one(1) wall mounted sign, each not exceeding one and a half (1 ½) square feet of

sign area(each face) for each lineal foot of building width. A single sign face is not to exceed fifty (50) square feet. See Exhibit ???? Signs are to be located at the parcels primary entrance.

2. Each building will be permitted one (1) additional wall mounted sign at a primary building entrance. The sign shall not exceed 50 square feet of signage.

3. Groups of buildings will be permitted to erect a “multi-tenant” sign to replace the monument sign at its primary entrance. See Violet Township Zoning Text for requirements.

4. No signs will be allowed within the sight triangle of a corner lot nor allowed within ten (10) feet from the street right-of-way and property line intersection.

SECTION 10: LOADING AREAS

1. When any use requires the pickup or delivery of merchandise or supplies, an adequate loading area for such activity shall be provided on the lot occupied by that use. No such loading area shall be located on any public street.

2. Loading areas to be located to the side or rear of the building.

3. Any overhead service and garage doors in the development shall be screened from public streets.

SECTION 11: MECHANICAL AND SERVICE EQUIPMENT/AREA SCREENING

1. All ground mounted mechanical, electrical equipment etc, shall be screened from view from all public streets in its entirety by mounding, landscaping, wood fencing or walls that are architecturally compatible adjacent architecture.

2. Trash and receptacles shall be screened on 3 sides and include a gated access. Screening shall be a solid enclosure comprised of the exterior finish dominate material.

3. All types of screening of wood fencing, walls, and otherwise are to be architecturally compatible with adjacent architecture. Any screened items are to be located out of sight of fronting streets and in an inconspicuous location (where possible) and to be softened with landscaping.

4. All rooftop equipment shall be screened from view to a height of 1 foot above equipment to be screened.

