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LINDA ODA
WARREN COUNTY RECORDER

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DECLARATION
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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR COMMERCIAL PORTION OF THE MOSAIC PUD
MASON, OHIO

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 15th day of February, 2023 (the "Effective Date"), by **WESTERN ROW LAND DEVELOPERS, INC.**, an Ohio corporation (the "Developer") and **WRLD COMMERCIAL OWNERS ASSOCIATION, INC.**, an Ohio not for profit corporation (the "Commercial Association"), and approved by the **CITY OF MASON**, an Ohio municipal corporation, (the "City") (collectively, the "Parties"), under the following circumstances:

WHEREAS, Developer is currently the fee simple owner of the real estate located at the southeast corner of the intersection of Mason-Montgomery Road and Western Row Road in the City of Mason, Warren County, Ohio, and more particularly described in Exhibit A attached hereto (the "Commercial Property"); and

WHEREAS, Developer's application to amend the Alverta PUD as a major change to allow for a mixed use development consisting of residential, commercial, and office uses was recommended for approval by the City of Mason, Ohio Planning Commission on January 4, 2022, and then approved by Mason City Council on February 14, 2022 pursuant to City Ordinance 2022-1; and

WHEREAS, Developer intends to subdivide, improve and develop the Commercial Property in material conformance as further provided for in this Declaration.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer **HEREBY DECLARES** that the Commercial Property and all portions thereof are and shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise disposed of subject to the covenants and restrictions stated in this Declaration, and the Developer further **HEREBY GRANTS, RESERVES AND ESTABLISHES** the easements provided herein, which covenants, restrictions and easements are for the purpose of protecting and enhancing the value and desirability of the Commercial Property, and which shall run with the land and be binding on all parties having, or hereafter acquiring any right, title or interest in the Property or any portion thereof, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall inure to the benefit of each "Owner" (as defined in Section 1.1.2) thereof and to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of each of them.

FURTHER, in order to advance the purposes of this Declaration, Declarant **HEREBY ESTABLISHES** WRLD Commercial Owners Association, Inc., an Ohio not for profit corporation (the "Commercial Association") for the purpose of operating, maintaining, repairing and administering certain improvements of the Commercial Property and for the purpose of coordinating and reporting to the City certain information as required by this Declaration, and the Commercial

Association has joined in this Declaration for the purposes of accepting all powers and duties of operation, maintenance, repairs and administration of such improvements and the reporting responsibilities referenced herein.

FURTHER, the City **HEREBY APPROVES** this Declaration and acknowledges that the Covenants set forth herein are consistent with the purpose of a PUD District as stated in Section 1161.1 of the Zoning Ordinance of the City and will promote the highest and best use of the Property.

ARTICLE 1

DEFINITIONS

1.1 As used herein, the following terms shall have the meanings indicated below:

1.1.1 "Lot" shall mean any one of the Lots of record numbers 5 and 7, as delineated and set forth on the Plat titled "WRLD Subdivision Section 2 as recorded in Plat Book 106, Pages 64 and 65 of the Warren County, Ohio Recorder's Office, and any one of the Lots of record numbers 8, 9, 10, 11, and 12 as delineated and set forth on that Plat titled "WRLD Subdivision Section 3" as recorded in Plat Book 106, Pages 89, 90, & 91 of the Warren County Ohio Recorder's Office (both Plats collectively referred to as the "Final Plat").

1.1.2 "Owner" or "Lot Owner" shall mean each person or entity which is a record owner of a fee interest in any Lot within the Commercial Property and shall include the heirs, executors, administrators, legal representatives, successors and assigns of such person or entity.

1.1.3 "Tenant" shall mean any person or entity from time to time entitled to the use and occupancy of any Lot or a portion thereof under any lease, sublease, license, concession or other similar agreement with the Owner of such Lot or portion thereof.

1.1.4 "Mosaic" shall be the name of, and shall refer to, the Planned Unit Development (PUD) established on the Commercial Property.

1.1.5 "City" shall mean the City of Mason, Ohio.

1.1.6 "Permittee" shall mean all officers, directors, managers, members, employees, agents, contractors, customers, vendors, guests, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of any Lot Owner or any Tenant insofar as their activities relate to the intended use of such Lot or portion thereof.

1.1.7 "Development Period" shall mean the period from the date this Declaration is recorded until the later of (a) the date that is twenty (20) years thereafter, or (b) the date upon which neither Developer nor any of its affiliates has an ownership interest or leasehold interest in or to any Lot.

1.1.8 "Zoning Ordinance" shall mean Titles Three, Five and Seven of Part Eleven - Planning and Zoning Code of the Codified Ordinances of the City of Mason, Ohio in effect as of the date hereof.

1.1.9 "Commercial Property" shall mean that real property described in **Exhibit A** hereto.

1.2 Other capitalized terms utilized throughout this Declaration have meanings assigned to such terms in various sections of this Declaration.

ARTICLE 2

THE DEVELOPMENT PLAN

2.1 The PUD Documents

2.1.1 The PUD Documents consist of the following and are hereby incorporated into this Declaration by reference and made a part hereof as if attached in full:

2.1.1.1 The Concept PUD Plan/Rezoning Plan prepared by Bayer & Becker and approved by the City of Mason Planning Commission on January 4, 2022, and by City Council on February 14, 2022 per Ordinance 2022-1 (the "Western Row PUD Plan").

2.1.1.2 The Final Development Plan prepared by Bayer & Becker and approved by the City of Mason Planning Commission on December 6, 2022, or as subsequently amended and approved by the City of Mason (the "Final Development Plan"). The Final Development Plan contains the following components:

2.1.1.2.1 A preliminary site plan with parcel numbers for residential lots, and letter designations for open space parcels (the "Preliminary Plan").

2.1.1.2.2 A preliminary utility plan indicating the conceptual location of storm water retention basins, the routing of storm water sewers and sanitary sewers, and the preliminary location of the water mains, (the Utility Plan).

2.1.1.2.3 An open space plan.

2.1.1.2.4 A perimeter landscape plan for the entire mixed use development (the "Landscape Plan").

2.1.1.2.5 A signage location plan for the commercial and residential portions of the mixed use project, (the "Signage Plan").

2.1.1.3 This Declaration of Covenants and Restriction for the Commercial Portion of the Mosaic PUD.

2.1.1.4 The Final Plat: as referenced in section 1.1.1 above being WRLD Subdivision Section 2, recorded on November 06, 2022 in Plat Book 106, Pages 64 and 65, being a replat of Lot 1 WRLD Subdivision Section 1 recorded on March 15, 2022 in Plat Book 105, Pages 49 and 50 of the Warren County, Ohio Recorder's office, and WRLD Subdivision, Section 3, recorded on January 6, 2023 in Plat Book 106, pages 89, 90 & 91, being a Re-Plat of Lots 2, 3, and 4 of WRLD

Subdivision, Section 2, recorded in Plat Book 106, Pages 64 & 65, of the Warren County, Ohio Recorder's records.

2.1.1.5 Such further Final PUD Plan(s) for future phases of the development upon the Property, generally contemplated in the Concept PUD Plan, and as such further Final PUD Plan(s) for future phases may be approved by the City of Mason Planning Commission.

2.1.2 Prior to the development of any Lot within the Commercial Portion of the Mosaic PUD, the Owner of such Lot shall first obtain Site Plan approval from Planning Commission pursuant to the procedure set forth in Section 1135.5 of the Zoning Ordinance and the Final PUD Plan shall be updated and amended accordingly. Nothing contained in this Declaration shall be deemed to supersede this requirement of Site Plan approval from the Planning Commission, and development of any Lot shall require the approvals contained in this Declaration and Site Plan approval from the Planning Commission.

2.1.3 The City and the Developer shall each maintain on file a complete set of the approved PUD Documents along with any amendments thereto.

ARTICLE 3

LOT DEVELOPMENT STANDARDS And DESIGN GUIDELINES

3.1 Permitted Land Uses

3.1.1 The following uses shall be permitted within the Commercial Property of the Mosaic PUD:

3.1.1.1 Lots 5, 7,8,9,10,11, and 12 shall allow any use identified as a principally permitted use for the B-2 Shopping Center District as set forth in the Zoning Ordinance, Chapter 1157. In addition, Lot 8 shall be a permitted hotel use and Lot 5 shall be a permitted grocery store use. In addition, one (1) Fast Casual restaurant with a drive-through facility and one (1) financial establishment with a drive-through facility shall be permitted.

3.1.1.2 Other uses may be permitted for the Lots provided that the Planning Commission determines that such uses are consistent with the purposes of the Commercial Property of the Mosaic PUD and the purposes set forth in Section 1161.1 of the Zoning Ordinance.

3.1.1.3 Outdoor patio seating for restaurants.

3.2 Prohibited Land Uses

3.2.1 The following uses shall be prohibited from the Commercial Property of the Mosaic PUD:

3.2.1.1 Any Large Retail Establishments, as specified in Chapter 1174 of the Zoning

Ordinance, with the exception of the proposed approximately 50,000 square foot Dorothy Lane Market located on Lot 5;

3.2.1.2 All B-2 Conditional Uses (unless otherwise permitted by the Mosaic PUD Covenants and Restrictions);

3.2.1.3 Vehicle painting or display, bowling alley, skating rink, billiard room, sexually oriented businesses as defined in Chapter 1189 of the Zoning Ordinance, off-track betting facility, flea market, ballroom, dance hall, discotheque, laundromat, beauty school, and barber college;

3.2.1.4 Any operation used primarily as a warehouse and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;

3.2.1.5 Any labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

3.2.1.6 Any dumping, disposing, incineration, or reduction of garbage (except recycling or compacting when used as part of the normal operation of a permitted use);

3.2.1.7 Any mortuary, funeral home or related facilities;

3.2.1.8 Any use that is noxious or offensive by reasons of the emission of smoke, dust, gas fumes, odors, noises or vibration which can be heard, smelled or felt outside the confines of a building or tenant space.

3.2.1.9 Recreational uses as listed in the O-1 District; and

3.2.1.10 Restaurant, Fast Food as defined by Section 1133.130 of the Zoning Ordinance.

3.3 Coverage, Height and Setback Requirements

3.3.1 Projected impervious surface coverage for each Lot is conceptually shown on the Final PUD Plan, but actual lot coverage shall be determined by the specific requirement of the end users and shall be subject to the review and approval of Planning Commission.

3.3.2 Unless a variance is granted by the City, all principal structures, accessory structures and vehicular use areas shall comply with the setback requirements indicated on the Final PUD Plan. Internal setbacks between lots may be waived by Planning Commission for the purposes of shared parking.

3.3.3 Unless a variance is granted by Planning Commission, no principal or accessory structure shall exceed three (3) stories or forty (40) feet in height (as determined by regulations in the Zoning Ordinance), except for the hotel on Lot 8 which may be built up to five (5) stories in height as per the approved Concept Plan and also as provided in Chapter 1181 of the Zoning Ordinance.

3.4 Building Materials and Design

3.4.1 Wherever practical, building design shall strive for an architectural character that is complimentary or consistent with the previously constructed or approved buildings within the Commercial Property of the Mosaic PUD. The architectural palette shall utilize a consistent application of color and natural or selected manufactured building materials, incorporating complimentary colors of earth tones in stone, masonry, or manufactured stone. Accent colors shall be allowed on the buildings in the form of painted or other material applications in specific approved locations. Consideration shall be given to solar orientation in the creation of elements and elevations that accentuate facade depth with shade and shadow opportunities, such as trellises, canopies, and textured construction materials.

3.4.2 Each building elevation shall receive architectural treatments to prevent the look of blank walls. Elevations visible from streets (both interior and exterior to the Property) and adjacent properties shall be a composition of two-thirds masonry materials, including manufactured or natural brick and stone, or integrally colored concrete. If synthetic or cement stucco, calcium silicate, or EIFS is selected as a building material, it shall be limited to ten percent (10%) of the total exterior area.

3.4.3 Detail elements that add character to the buildings utilizing wood, manufactured or natural stone, pre-finished wall panels with concealed fasteners, fabric awnings, lighting fixtures, and ornamental metal work including signage and sunshades shall be encouraged.

3.4.4 Window framing shall be prefinished or anodized aluminum or aluminum clad wood if part of a storefront system that integrates a street front facade design.

3.4.5 In addition to the foregoing requirements, during the Development Period, all exterior building materials shall also otherwise be approved by the Developer pursuant to the requirements of Article 3 and shall require approval of Planning Commission.

3.4.6 Buildings shall incorporate colors, materials or design ideas so that the buildings in the development architecturally relate and are compatible to each other.

3.4.7 All mechanical equipment such as fans, vents, HVAC units, grease traps and other similar equipment or structures shall be completely screened from view, using durable compatible opaque materials, from the public right-of-way and from adjoining Lots.

3.5 Storage and Dumpsters

3.5.1 No materials, supplies, parts or finished products shall be stored or permitted to remain on any Lot outside of a permanent structure. Notwithstanding this, as long as Dorothy Lane Market owns and operates a grocery store on Lot 5 it may display items for sale in front of the building such as flowers, produce and other seasonal items.

3.5.2 Dumpsters shall be completely screened within an enclosure constructed of masonry building materials which match the principal structure.

3.6 Maintenance

3.6.1 Each Owner of any Lot or portion thereof shall continuously and at its sole expense: (i) keep the premises, structures, vehicle use areas and all other improvements thereon in a safe, clean and first-class condition; (ii) keep grass areas cut (including areas within each Lot's adjoining right-of-way), trees and shrubs pruned and all plant material watered and irrigated, as needed, and healthy; (iii) contain and remove all trash and litter; (iv) re-lamp inoperable exterior light fixtures; and (v) comply with all requirements of governmental agencies having jurisdiction over the Property including, but not limited to, health, police, fire and building departments.

3.6.2 The Commercial Property of the Mosaic PUD and each Owner of any Lot shall comply in all instances with the City's storm water detention requirements, including without limitation, the terms of the City's storm water maintenance plans and rules for the development. Specifically, after the date of this Declaration and prior to the completion of development for the Commercial Property of the Mosaic PUD, the Developer and the Commercial Association will prepare, in consultation with the City, a maintenance manual for the retention ponds serving the Commercial Property. The Lots shall be subject to the terms and conditions of such manual, and by taking a transfer of an interest in any Lot, each Lot Owner, Tenant and Permittee shall be deemed as having acknowledged the terms and conditions of the maintenance manual and shall comply with the same. Additional terms and conditions regarding obligations of the Lot Owners with respect to the maintenance manual and the retention ponds may be provided in the Commercial Association's Bylaws.

3.7 Landscaping

3.7.1 Any Owner seeking Site Plan approval from Planning Commission for any individual or group of Lots within the Commercial Property of the Mosaic PUD shall also submit for approval of a Landscape Plan which complies with the minimum requirements of the City of Mason Landscaping and Street Tree Ordinance and coordinates with the Master Landscape Plan.

3.7.2 Landscape design should strive for a character that is consistent with previously installed landscaping on other Lots within the Commercial Property of the Mosaic PUD.

3.7.3 It shall be the responsibility of the Commercial Owners Association to replace dead, dying or missing landscaping within the open space letter-designated areas as recorded on the Final Plat (WRLD Subdivision Section 3) and adjoining street trees in compliance with the City of Mason Landscaping and Street Tree Ordinance and the Master Landscape Plan. If any Lot Owner fails to comply with this Section 3.7.3, the Commercial Association shall have the right to enter the Owner's Lot, without liability for such entry, and undertake all work as required to put the Lot into compliance, and within fifteen (15) days of the Owner's receipt of a statement of costs and charges incurred by the Commercial Association, the Lot Owner shall reimburse the Commercial Association in full. If the Lot Owner does not pay all costs and charges within this time, the Commercial Association shall have all rights and remedies provided in this Declaration, the Commercial Association's Bylaws and the Ohio Planned Community Law, including without limitation, the right to impose and foreclose an enforcement assessment on the applicable Lot. Before making any entry and undertaking any work, the Commercial Association shall give the applicable Lot Owner the notice and opportunity to cure as provided in Section 5.1 of this Declaration.

3.8 Signage

3.8.1 Community Monument Signage:

3.8.1.1 Mosaic Community Sign. A Mosaic community name sign is permitted at the northwest corner of the development located on Open Space "A" and identified as Community Monument Sign No. 2 as shown on the Community Signage Plan. Signage shall be limited to **120 square feet** and limited to **6'-6"** in height including the base.

3.8.1.2 Mosaic Community Entrance Sign. A Mosaic community entrance sign is permitted along Western Row Road on the east side of Mosaic Drive and identified as Community Monument Sign No. 1 as shown on the Community Signage Plan. Signage shall be limited to **90 square feet** and limited to **6'-6"** in height including the base.

3.8.1.3 Mosaic Community Entrance Sign. A Mosaic community entrance sign is permitted along Mason-Montgomery Road at the intersection of Mason-Montgomery Road and future Veterans Parkway and identified as Community Monument Sign No. 3 as shown on the Community Signage Plan. Signage shall be limited to **90 square feet** and limited to **6'-6"** in height including the base.

3.8.1.4 Community Monument Signage shall be supported on a masonry base constructed of brick or stone and be of a character similar to the PUD.

3.8.1.5 Signage shall be setback a minimum of ten (10) feet from any right-of-way. Signage shall comply with clear site distance as defined in the Zoning Ordinance.

3.8.1.6 Signage may be externally illuminated using non-glare, cutoff fixtures or lit using halo lettering. Free standing letters may be internally lit. A landscape area shall be provided around the base of the sign, equal in area to the sign face.

3.8.2 Multi-Tenant Retail Monument Signs

3.8.2.1 One (1) Multi-Tenant Retail Sign is permitted along Mason-Montgomery Road at the intersection of Mason-Montgomery Road and the right in-right out intersection, and identified as Multi-Tenant Retail Sign No. 1, as shown on the Community Signage Plan. Signage shall be limited to **80 square feet** and limited to **ten (10') feet** in height including the base.

3.8.2.2 Multi-Tenant Monument Signage shall be supported on a masonry base constructed of brick or stone and be of a character similar to the PUD.

3.8.2.3 Signage shall be setback a minimum of ten (10) feet from any right-of-way. Signage shall comply with clear site distance as defined in the Zoning Ordinance.

3.8.2.4 Signage may be externally illuminated using non-glare, cutoff fixtures or lit using halo lettering. A landscape area shall be provided around the base of the sign, equal in area to the sign face.

3.8.3 Building Signage:

3.8.3.1 Building Signage for WRLD Subdivision, Section 2, Lot 5.

3.8.3.1.1 As long as WRLD Subdivision, Section 2, Lot 5 is utilized as a Dorothy Lane Market grocery store, the allowable building signage shall be a maximum of **215 square feet**.

3.8.3.1.2 The Dorothy Lane Market wall sign may utilize individual channelized letters that have internal illumination provided the front of the lettering is constructed in such a way to prevent glare.

3.8.3.1.3 As long as WRLD Subdivision, Section 2, Lot 5 is utilized as a Dorothy Lane Market grocery store, it shall also be allowed to erect a sign showing current time and temperature either on the building or on a freestanding clock tower, not to exceed six (6) feet in height, to be located within 30 feet of the front entrance.

3.8.3.2 Building Signage for WRLD Subdivision, Section 3, Lot 8

3.8.3.2.1 As long as WRLD Subdivision, Section 3, Lot 8 is utilized as a Marriott Tribute Collection hotel, the allowable building signage shall be a maximum of **128 square feet**.

3.8.3.2.2 One (1) wall sign shall be permitted per street frontage for Lot 8 for a maximum of two (2) wall signs.

3.8.3.2.3 Signage shall be externally illuminated utilizing non-glare cutoff fixtures or lit using halo lettering.

3.8.3.3 Building Signage for WRLD Subdivision, Section 3, Lot No. 7, 9, 10, 11, and 12

3.8.3.3.1 One (1) wall sign shall be permitted per parcel. In a multi-tenant building, one (1) wall sign may be allotted for each tenant having an individual means of exterior public access.

3.8.3.3.2 The total area of a wall sign shall not exceed one (1) square foot per lineal foot of building frontage, not to exceed sixty-four (64) square feet. In the case of a multi-tenant building, the total area of a wall sign shall not exceed one (1) square foot per lineal foot of tenant frontage, not to exceed forty-eight (48) square feet.

3.8.3.3.3 Wall signs may be internally illuminated, externally illuminated utilizing non-glare cutoff fixtures, or lit using halo or back lettering lighting.

3.8.4 On-site Directional Signage:

3.8.4.1 Two on-site directional signs without commercial messages, logos, commercial information, or other fonts of advertising are permitted per Lot. Directional signs shall not exceed four (4) square feet in area, or thirty (30) inches in height.

3.8.5 Marketing Signs:

3.8.5.1 Developer shall be permitted to place up to three (3) temporary marketing signs, one on Mason Montgomery Road, one at the corner of Mason Montgomery Road and Western Row Road, and one on Western Row Road, during the Development Period. The one temporary marketing sign at the corner of Mason Montgomery Road and Western Row Road shall be ground or wall mounted, a maximum square footage of sixty-four (64) square feet, and a maximum height of ten (10) feet. The two temporary marketing signs on Mason Montgomery Road and Western Row Road shall be ground or wall mounted, a maximum square footage of thirty-two (32) square feet, and a maximum height of ten (10) feet.

3.8.5.2 The temporary marketing signs must be removed within thirty (30) days after ninety percent (90%) of all units or lots are sold or leased.

3.8.5.3 Developer must seek temporary signage permits from the City of Mason Building Department for the temporary marketing signs.

3.8.6 Signage Approval:

3.8.6.1 In addition to the foregoing requirements, during the Development Period all signage shall be approved by Developer pursuant to the requirements of Article 4.

3.8.7 Specifically Prohibited Signs:

3.8.7.1 Portable changeable copy signs; all blinking, flashing, rotating signs; LED and Electronic message boards; Panel (box signs); and blade signs.

3.9 Roofing

3.9.1 Roofs visible from grade shall be asphalt shingles, standing seam metal or terra cotta material. Roofs that are not visible shall be permitted to be a membrane roof, either a TPO or EPDM single-ply, which can be extended upward for use on the rear side of parapet walls to a maximum of five (5) feet above the roof elevation.

3.10 Variances

3.10.1 Notwithstanding any other provision of this Declaration to the contrary, prior to the expiration of the Development Period, any variances from the specific requirements imposed by this Article 3 shall require the prior written approval of the Developer and the WRLD Commercial Owners Association, in addition to any approvals required from the City or the Planning Commission, as the case may be.

3.11 Lighting

3.11.1 For the purpose of providing consistent parking lot and site lighting that does not produce glare and reduces the illumination of the night sky, the following lighting standards shall be followed:

- 3.11.1.1 All non-decorative lighting shall use fully shielded, 100% cut off type fixtures.
- 3.11.1.2 Decorative, pedestrian scale lights are required to be used if lighting is included in the designated areas of pedestrian activity including, but not limited to, sidewalks, streetscape areas, and plazas.
- 3.11.1.3 The maximum illumination at all property lines shall be 0.0-foot candles as demonstrated on a photometric plan.
- 3.11.1.4 Light poles shall be consistent with the overall architectural theme of the site and be located in landscape islands located in vehicular use areas where possible. Lot 5 is the first to propose lighting in the commercial area, so lighting for each lot thereafter must be consistent with Lot 5.
- 3.11.1.5 Neon and neon styled accent lighting is prohibited on buildings.
- 3.11.1.6 Light poles shall not exceed 30 feet in height, inclusive of the base.

3.12 Water Services

3.12.1 Water service to the Mosaic PUD shall be provided by Greater Cincinnati Water Works. Waterlines shall be constructed by the Commercial Association in accordance with the requirements of Greater Cincinnati Water Works.

3.13 Sanitary Sewer Service

3.13.1 The Mosaic PUD sanitary sewers shall be public sewer systems and shall connect to existing sanitary sewer lines located along Mason-Montgomery Road and Freedom Way. All sanitary sewers serving the Mosaic PUD will be designed and constructed pursuant to the regulations of the City of Mason Engineering Department.

3.14 Utilities

3.14.1 All natural gas, electric, telephone, and cable television service lines that are to serve the Mosaic PUD will be located below ground. The easement for said facilities will be established on the record plat for each phase of development on the Commercial Property. All necessary cross easements between the various utility companies will be established as required.

3.15 Open Space

3.15.1 The location and size of Open Space in the Commercial Property of the Mosaic PUD shall be shown on the Final PUD Plan, except that the configuration and locations of the Open Space may change slightly as a result of final engineering for the Mosaic PUD. The final configuration and location of the Open Space will be incorporated into the record plats for each phase of development of the Commercial Property.

3.15.2 The Open Space parcels located within the Commercial Property will include neighborhood

parcs, walking trails, landscaping easements, and the stormwater management facilities. All Open Space, and improvements and lighting of Open Space, shall be maintained by the Commercial Association.

ARTICLE 4

STORMWATER MANAGEMENT

4.1 Stormwater Retention/Detention

4.1.1 The Mosaic PUD is comprised of three sections: the Commercial Section, the Residential Section, and the Business Park Section.

4.1.2 Stormwater shall be collected from streets and lots and channeled above ground in swales or underground in storm sewer pipes to existing major drainage channels within the Mosaic PUD, to retention/detention basins as set forth on the Final PUD Plan for the Mosaic PUD, or as otherwise approved by the City of Mason Engineering Department.

4.1.3 The location of the storm water retention/detention basins are shown on the Utility Plan.

4.1.4 The Commercial Association shall take over the responsibility of maintaining the storm water retention/detention basin numbers 1, 2, and 3, located within the Commercial Property following completion by the Developer. In the event the retention/detention basins are not properly maintained by the Developer (prior to the basins being turned over to the Commercial Association) or by the Commercial Association (following their acceptance of the maintenance responsibilities), the City of Mason may perform the required maintenance provided the City of Mason has given written notice to the appropriate party of its intent to take action at least ten (10) days prior to taking such required maintenance, and shall be entitled to be reimbursed for its costs from the Developer or Commercial Association, depending on which is responsible for the maintenance at the time the maintenance is required. A copy of the Stormwater Operation and Maintenance Plan for the Mosaic PUD instructing the Developer and Commercial Association on inspection and maintenance responsibilities to ensure that the stormwater management system will continue to function as designed and constructed will be kept on file by the Developer, the Commercial Association, and the City of Mason.

ARTICLE 5

ARCHITECTURAL REVIEW

5.1 In order to maintain consistency and quality of architectural design and to protect and enhance the value and desirability of the Property, during the Development Period, no structure, sign or other improvement of any kind shall be erected or placed on any Lot or portion of any Lot, nor shall there be any addition to or alteration of the exterior appearance of any such item until plans and specifications (the "Plans") showing the location, extent and character of proposed improvements, addition or alteration have been submitted to and approved in writing by the Design Review Committee, established by the Board of Directors for WRLD Commercial Owners Association, Inc. ("Commercial Owners

Association”), as outlined in the Declaration of Covenants, Conditions and Restrictions, Assessments, and Reservation of Easements for WRLD Commercial Owners Association (“Commercial Declaration”). Unless otherwise waived by Developer in writing, the Plans required for submission to the Developer shall include: (i) Site Plan, (ii) Floor Plan(s), (iii) all Exterior Elevations, (iv) Landscape Plan, (v) Signage Plans, and (vi) material samples.

5.2 Within fifteen (15) days after receipt of the Plans for a proposed improvement, addition or alteration, the Design Review Committee shall either: (i) approve; (ii) approve with modifications; or (iii) disapprove the proposed improvement, addition or alteration. Design Review Committee’s failure to render a decision within fifteen (15) days shall be deemed to indicate Developer’s approval of the plans and specifications as submitted.

5.3 In rendering the decision required by Section 5.2, the Developer shall consider the scale, harmony and consistency of design of the proposed improvement, addition or alteration including the effect, if any, which said improvement, addition or alteration may have on adjoining Lots and whether the same conform to the requirements imposed by this Declaration and the PUD Documents.

5.4 The Developer or the Commercial Owners Association shall not be liable for damages to any person submitting Plans for approval or to any other person or entity by reason of mistake in judgment, negligence or nonfeasance of itself, its directors, officers, contractors, consultants, agents or employees, arising out of, or in connection with the approval or disapproval of any such Plans.

5.5 The approval required by this Article 5 shall not supersede, but shall be in addition to, any site plan approval and permit requirements imposed by the City.

5.6 Improvements, additions or alterations which are limited entirely to the interior of an approved structure with no alteration of the exterior appearance of such structure shall be exempt from the requirements of this Article 5.

ARTICLE 6

ENFORCEMENT

6.1 If any Owner or Tenant (a "Defaulting Party") fails to perform, fulfill or observe any covenant, restriction or obligation contained in this Declaration, any other Owner benefited by such covenant, restriction or obligation (a "Benefited Party"), or during the Development Period, the Developer, shall give written notice to the Defaulting Party of its default stating with reasonable detail the nature of the claimed default and the specific action or actions required to remedy the default. If the Defaulting Party does not take specific action or actions within thirty (30) days after receipt of such notice, any Benefited Party or the Developer, as the case may be, may, at its election, cure such default on behalf of the Defaulting Party. In curing any default, the Benefited Party or Developer, as applicable, may enter upon the Defaulting Party's property to cure such default. The foregoing right to cure shall not be exercised if, within the thirty (30) day notice period: (i) the Defaulting Party or its mortgagee cures the default, or (ii) if the default is curable by other than payment of money, but cannot reasonably be cured within that time period, the Defaulting Party or its mortgagee begins to

cure such default within such time period and diligently pursues such action to completion. In the event of an emergency, the Benefited Party or Developer, as the case may be, shall give whatever notice to the Defaulting Party as is reasonable under the circumstances.

6.2 Within thirty (30) days of written demand (including copies of all invoices, receipts, cancelled checks, etc. evidencing the expenses actually incurred), the Defaulting Party shall reimburse the Benefited Party or the Developer, as applicable, for any amounts reasonably expended by the Benefited Party, or the Developer, in curing the default, together with interest thereon at the lower of (such interest being the "Default Rate"): (i) the rate of three percent (3%) per annum in excess of the "Prime Rate" of interest announced and in effect from time to time at JPMorgan (or its successor institution), or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the dates of payment in full.

6.3 Any Owner and, during the Development Period, the Developer, shall have the right by appropriate judicial proceedings to enforce any of the covenants and restrictions contained herein or to recover damages sustained as a result of any default of another Owner. It is hereby declared that irreparable harm will result by reason of any default, and therefore, any Owner and during the Development Period, the Developer, 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 by law or in equity.

6.4 In the event that any suit is brought for the enforcement of any provision of this Declaration or as a result of any alleged breach thereof or for a declaration of rights and duties hereunder, the successful party or parties to such suit shall be entitled to collect reasonable attorney's fees from the losing party or parties, and any judgment or decree tendered shall include on award thereof.

6.5 The failure of any Owner or the Developer, in any one or more instances, to insist upon compliance with any of the covenants or restrictions contained herein, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar covenant or restriction, 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 such forbearance has occurred.

6.6 Any Owner (the "Designating Owner") may, with the consent of a "Designated Tenant" (as defined below) and consent of the WRLD Commercial Owners Association and by written notice to the other Owners within the Commercial Property of the Mosaic PUD, designate a Tenant (the "Designated Tenant") of its Lot as the party responsible for performing the obligations of such Owner under this Declaration. Thereafter, such Designated Tenant shall have the benefit of, and the right to enforce, all of the rights of the Designating Owner under this Declaration, and shall perform all of the obligations of, and be subject to the restrictions upon, the Designating Owner under this Declaration. Notwithstanding, the above designation of a Tenant as a Designated Tenant shall not release the Designating Owner from its obligations or liabilities under this Declaration.

6.7 Nothing in this Declaration shall prevent an Owner from imposing its obligations hereunder upon its Tenant, but such imposition shall not release the Owner from its obligations or

liabilities under this Declaration. If a provision of a Tenant's lease is more restrictive or imposes a higher duty, standard or requirement on the Tenant or the Owner than the provisions of this Declaration, as between the Owner and the Tenant, the provisions of such lease shall control and nothing in this Declaration shall be deemed to reduce or limit any Tenant's or Owner's obligations under such lease.

6.8 During the Development Period, the Developer shall have the same rights as any other Owner regarding the enforcement of any of the covenants, restrictions and obligations contained herein, even if Developer no longer owns any of the Lots.

6.9 The City shall also have the right, but not the duty, to enforce any of the covenants and restrictions contained herein in the same manner as an Owner or the Developer. Any costs or expenses (including reasonable attorney's fees or other professional fees) actually incurred by the City to enforce these covenants and restrictions shall be paid by the Defaulting Owner. The City may recover its costs only if the Defaulting Party has failed to cure the default within the periods permitted under this Article.

ARTICLE 7

EASEMENTS

7.1 Cross-Access Easement

7.1.1 Developer hereby reserves, creates, establishes and grants to the Owners of all Lots within the Commercial Property of the Mosaic PUD reciprocal perpetual non-exclusive easements over the parking and drive areas on such Lots, as now or hereafter existing (the "Cross-Access Easement") for the benefit of the Owners of all Lots and their Permittees, for the purpose of providing ingress and egress for pedestrian and vehicular traffic to and from and between all Lots and the public rights-of-way. Any such cross-parking rights shall not count toward otherwise required parking lot spaces within each individual Lot for each Lot's specific usage.

7.1.2 No building, structure or improvement may be built so as to restrict the ingress and egress of pedestrian and vehicular traffic to and from all Lots and the public right-of-way, although the foregoing shall not be construed as prohibiting the Owners of such Lots from otherwise improving, altering or changing the parking and drive areas on their respective Lots.

7.2 Public Amenities and Walking Path Easements

7.2.1 Developer hereby grants to the Commercial Association a perpetual non-exclusive easement over portions of all Lots in the areas labeled "Open Space" on the Final Plat (these easement areas referred to herein as the "Public Amenities Easements") solely for the purpose of constructing, installing, maintaining, repairing and replacing amenities for the benefit of the general public. Unless the Board of Directors of the Commercial Association otherwise elects, the Public Amenities Easements and the improvements thereto shall be considered a part of the Commercial Association's Common Areas as referenced in the Code of Regulations and Bylaws and shall be

maintained and repaired by the Commercial Association. Developer also hereby grants to the Commercial Association perpetual non-exclusive easements over various labeled "Public Easements" on the Final Plat (these easement areas referred to herein as the "Walking Path Easements") solely for the purpose of constructing, installing, maintaining, repairing and replacing a walking path. The location of the Walking Path Easements may be changed by an amendment to this Declaration signed by the Developer and the Commercial Association, which amendment shall be recorded. The Walking Path Easements and any improvements thereto shall be a part of the Commercial Association's Common Areas, and the Commercial Association shall maintain and repair the same. In addition to the grants to the Commercial Association under this Section 6.2.1, the general public is granted non-exclusive easements for access in designated areas of the Public Amenities Easements and the Walking Path Easements.

7.3 Tenant Signage Easements

7.3.1 Developer hereby grants to the Commercial Association perpetual non-exclusive easements over a portion of land located at the northwest corner of the development on Open Space "A", as shown on the Open Space Plan at the intersection of Western Row Road and Mason Montgomery Road; a portion of land at the southwest corner of Lot 5 at the intersection of Veterans Parkway and Mason-Montgomery Road; and a portion of land at the intersection of Western Row Road and Mosaic Drive located on the west side of Mosaic Drive; such areas being labeled "Sign Easement" on the Final Plat(s), for the purpose of the construction, installation, maintenance, repair and replacement of the community monument signs, and multi-tenant retail sign and any associated landscaping as referenced in Section 3.7 of this Declaration. These signage and easement areas shall be Common Areas as referenced in the Commercial Association's Code of Regulations and Bylaws. The Commercial Association shall administer and coordinate the respective listings on such signage to identify the Lots or their Tenants. The Board of Directors of the Commercial Association shall have the authority to include all costs and expenses incurred in connection with the operation, maintenance, repair and replacement of such signage and associated landscaping in Operating Expenses of the Commercial Association (as defined in the Code of Regulations and Bylaws).

ARTICLE 8

DURATION, AMENDMENT AND TERMINATION

8.1 Duration The Covenants and Restrictions contained in this Declaration shall continue in full force and effect for thirty (30) years from the date on which this Declaration is recorded and shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Article 7. The easements established under this Declaration shall be perpetual and may be amended or terminated only as provided by applicable law or in this Declaration. If any variance to the PUD is granted, or if there is any other change to the PUD, this Declaration shall likewise be automatically amended and changed in the same manner as the PUD is amended or changed. The consent of the Owners or the Commercial Association shall not be required with respect to such amendment or change, and no additional instrument or agreement shall be required for such amendment or change to this Declaration to be effective.

8.2 Amendment Any provision of this Declaration (other than Article 6) may be amended

in whole or in part or terminated by a recorded instrument executed by Owners whose combined acreage of land ownership totals 75% or greater of the total acreage of land within the Commercial Property of the Mosaic PUD net of dedicated right-of-way, and with the approval of Planning Commission, provided such amendment shall not terminate or abridge any right nor create or expand any responsibility of any Owner without such Owner's prior written consent. Notwithstanding the foregoing, any provision of Article 6 of this Declaration may be amended in whole or in part or terminated only by a recording instrument executed by all of the Owners of those Lots burdened and benefitted by the particular easement at issue. Any amendment as referenced in this Section 7.2 shall be effective upon its proper recording with the Warren County Recorder's Office. Notwithstanding the foregoing to the contrary, Developer's approval shall also be required for any amendments or terminations of this Declaration prior to the expiration of the Development Period.

8.3 Amendment by Developer This Declaration may be amended by the Developer without the consent of any Owner by an instrument executed and recorded by the Developer for the purpose of: (i) eliminating any typographical or other inadvertent error herein; or (ii) eliminating or resolving any ambiguity herein.

ARTICLE 9

ASSOCIATION

9.1 Identification and Formation

9.1.1 Commercial Owners Association

9.1.1.1 WRLD Commercial Owners Association, Inc., an Ohio not for profit corporation (the "Commercial Owners Association"), has been formed pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. All commercial Lot Owners shall be members of the Commercial Owners Association.

9.1.1.2 A Declaration of Covenants, Conditions and Restrictions, Assessments, and Reservation of Easements for WRLD Commercial Owners Association (the "Commercial Owners Declaration") will be recorded in conjunction with this Declaration.

9.1.1.3 By-Laws and Regulations have been developed for the Commercial Owners Association.

9.2 Voting Rights The voting rights of members shall be as provided in the Bylaws.

9.3 Power; Authority; Duties The Commercial Owners Association shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its Articles, the Bylaws and Rules and Regulations adopted by the Association's Board of Directors, the laws of the State of Ohio applicable to Ohio nonprofit corporations and the Ohio Planned Community Law at Ohio Revised Code 5312.

9.4 Right of Entry The Commercial Owners Association, through its authorized representatives, shall have a right of entry and access to, over, upon and through all the Lots to enable the Association to perform its obligations, exercise its rights and fulfill its duties under this Declaration and the Bylaws, and such representatives shall not be deemed to have committed a trespass as a result thereof.

9.5 Cooperation with Recording of Plats The Commercial Owners Association shall cooperate in the preparation and recording of all plats of any Additional Property and shall execute the same if required.

9.6 Creation and Identification of Assessments Each Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Commercial Owners Association any assessments as the Commercial Owners Association may periodically establish. The terms and conditions for the establishment and collection of assessments shall be addressed in the Bylaws.

9.7 Establishment of Lien for Assessments Any Assessments (as defined in the Bylaws) established by the Board of Directors of the Commercial Owners Association, together with the continuing obligation to pay all Assessments in all future periods and all installments thereof, shall be and remain a charge against, and a continuing lien upon each Lot, which shall bind such Lot in the hands of the then Owner, his, her or its heirs, executors, administrators, successors and assigns. Said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only a first mortgage lien held by an institutional lender and such liens for taxes or other public charges as are made superior thereto by applicable law. If an Assessment is past due more than thirty (30) days, the Board of Directors may, at its discretion, file notice of the amount of the lien with the Warren County, Ohio Recorder. Notwithstanding any such filing of a notice of the amount of the lien for an Assessment, the lien therefor is an automatic and continuing lien as above stated. The Commercial Owners Association shall have all rights and remedies with respect to the collection and enforcement of Assessments as provided in the Bylaws or as available at law.

ARTICLE 10

GENERAL PROVISIONS

10.1 Governing Law.

10.1.1 This Declaration shall be governed by the laws of the State of Ohio.

10.2 Time.

10.2.1 Time is expressly declared to be of the essence in this Declaration.

10.3 Reverter.

10.3.1 No covenant or restriction contained in this Declaration is intended to create, or shall be construed as creating a condition subsequent or a possibility of reverter.

10.4 Severability.

10.4.1 The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

10.5 Construction.

10.5.1 The Developer shall have the right to construe the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

10.6 Effect Upon Other Ordinances.

10.6.1 Except as expressly superseded by the provisions of this Declaration, all requirements of the City of Mason Codified Ordinances, Zoning Ordinance, and Landscaping and Street Tree Ordinance shall be applicable to the Property and all portions thereof.

10.7 Headings.

10.7.1 The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

10.8 Notices.

10.8.1 All notices, elections or other communications authorized, required or permitted under this Declaration shall be made in writing and shall be deemed given to the party at the last known address appearing on the most recent tax duplicate: (i) upon receipt by the party receiving the notice if given by personal delivery, (ii) 24 hours after being sent if given by overnight courier service, postage prepaid, or (iii) 48 hours after being sent if given by U.S. certified mail, return receipt requested, postage prepaid.

10.8.2 Notice to the Owner shall be given to:

Western Row Land Developers, Inc.
3770 East Surrey Ct.
Rocky River, OH 44116
Attention: Ellen Z. Todia

10.8.3 Notice to the Commercial Owners Association shall be given to:

WRLD Commercial Owners Association, Inc.

3770 East Surrey Ct.
Rocky River, OH 44116
Attention: Ellen Z. Todia

10.8.4 Notice to the City shall be given to:
City of Mason
6000 Mason-Montgomery Road
Mason, OH 45040
Attention: City Manager

Any party to this Declaration may change its notice address by delivering written notice of such change delivered in accordance with this Section.

10.9 Breach Will Not Permit Termination.

10.9.1 It is hereby declared that no breach or violation of this Declaration will terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this Declaration.

10.10 Estoppels. An Owner (the "Requesting Owner") may (but not more than one (1) time in any twelve (12) month period, unless related to a sale, lease or refinancing of a Lot by the Requesting Owner) request of any other Owner (the "Issuing Owner") a writing (the "Estoppel Letter") stating whether, to the actual knowledge of the Issuing Owner, the Requesting Owner is in compliance with its obligations under this Declaration. Should the Issuing Owner fail to respond in writing to the Requesting Owner within a period of thirty (30) days after receipt of the request for the Estoppel Letter, the Issuing Owner shall be deemed in have confirmed the Requesting Owner's compliance with the terms of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the dates set forth below their respective signatures, effective as of the date first written above.

[SIGNATURE PAGES TO FOLLOW]

WESTERN ROW LAND DEVELOPERS, INC.,
an Ohio corporation

By: Ellen Z. Todia

Printed Name: Ellen Z. Todia

Title: President

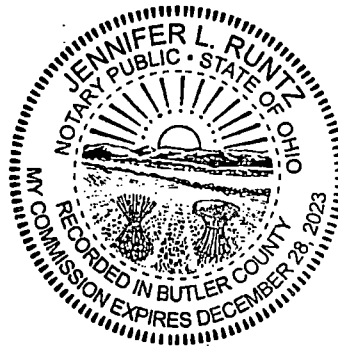
Date: February 1, 2023

STATE OF OHIO)
COUNTY OF Hamilton)

SS:

The foregoing instrument was acknowledged before me, a notary public, this 1ST day of February, 2023, by Ellen Z. Todia, the President of Western Row Land Developers, Inc. an Ohio corporation, on behalf of such corporation.

Jennifer L. Runty
Notary Public



DOCUMENT PREPARED
BY JAMES E. KIEFER

TRADITIONS DEVELOPMENT GROUP
4000 EXECUTIVE PARK DR
SUITE 250
CINCINNATI, OHIO 45241

WRLD COMMERCIAL OWNERS ASSOCIATION, INC.,
an Ohio not for profit corporation

By: Ellen Z. Todia

Printed Name: Ellen Z. Todia

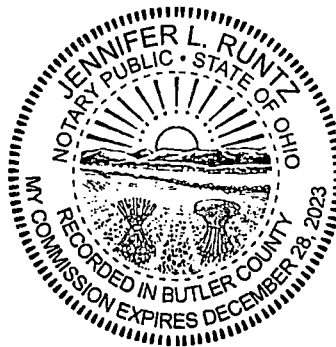
Title: Declarant

Date: February 1, 2023

STATE OF OHIO)
COUNTY OF Hamilton) SS:

The foregoing instrument was acknowledged before me, a notary public, this 1st day of February, 2023, by Ellen Z. Todia, the Declarant of WRLD Commercial Owners Association, Inc., an Ohio not for profit corporation, on behalf of such not for profit corporation.

Jennifer L. Runtz
Notary Public



CITY OF MASON, OHIO

By: James Dick Staten

Printed Name: JAMES DICK STATEN

Title: CHAIRMAN

Date: 2-7-2023

STATE OF OHIO)

COUNTY OF WARREN) SS:

The foregoing instrument was acknowledged before me, a notary public, this 7th day of February, 2023, by JAMES DICK STATEN, the chairman of planning commission of the City of Mason, Ohio, on behalf of such City

Jordan Kathleen Eden Bacon
Notary Public



Jordan Kathleen Eden Bacon, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Exhibit A
The "Commercial Property"
(Page 1 of 3)

The following described Lots and Open Space areas comprise the "Commercial Property"

Commercial Lots

Lots 5 and 7

Western Row PUD – WRLD Subdivision, Section 2
City of Mason Ordinance 2022-88 passed August 8, 2022

LOT 5 16-28-101-044
LOT 7 16-28-107-001

Legal Description for WRLD Subdivision Lots 5 and 7

Situated in Section 28, Town 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lots 5 and 7 of WRLD SUBDIVISION SECTION 2, recorded in Plat Book 106, Pages 64 & 65, being a Re-Plat of Lot 1 of WRLD Subdivision, Section 1, recorded in Plat Book 105, Page 49, of the Warren County, Ohio Recorder's records.

LOT 8 16-28-101-045
LOT 9 16-28-101-046

Lots 8, 9, 10, 11, and 12 and Open Space Lots "A", "B", "C", "D", and "E"

Western Row PUD – WRLD Subdivision, Section 3
City of Mason Ordinance 2022-107 passed November 14, 2022

LOT 10 16-28-107-002
LOT 11 16-28-107-003
LOT 12 16-28-107-004

Legal Description for WRLD Subdivision Lots 8, 9, 10, 11, and 12

Situated in Section 28, Town 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lots 8, 9, 10, 11, and 12 of WRLD SUBDIVISION SECTION 3, recorded in Plat Book 106, Pages 89, 90 & 91, being a Re-Plat of Lots 2, 3, and 4 of WRLD Subdivision, Section 2, recorded in Plat Book 106, Pages 64 & 65, of the Warren County, Ohio Recorder's records.

Open Spaces Areas

Legal Description for Open Spaces

Situated in Section 28, Town 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as O.S. "A", O.S. "B", O.S. "C", O.S. "D", and O.S. "E" of WRLD SUBDIVISION SECTION 3, recorded in Plat Book 106, Pages 89, 90 & 91, being a Re-Plat of Lots 2, 3, and 4 of WRLD Subdivision Section 2, recorded in Plat Book 106, Pages 64 & 65 of the Warren County, Ohio Recorder's records.

OPEN SPACE "A" 16-28-101-047
OPEN SPACE "B" 16-28-101-048
OPEN SPACE "C" 16-28-107-005

OPEN SPACE "D" 16-28-107-006
OPEN SPACE "E" 16-28-107-007

Future Open Space to be platted.

The cross hatched area located between Street A (Tribute Way) and Lot 8, depicted on Exhibit A page 2 of 3, and referred to as open space parcel "P" as shown on the Preliminary Plan, Exhibit B.

Exhibit A
(Page 2 of 3)

WESTERN ROW ROAD

WN 4, RANGE 2
WN 4, RANGE 2

P.B. 29, Pg. 86
S.R. 131-79

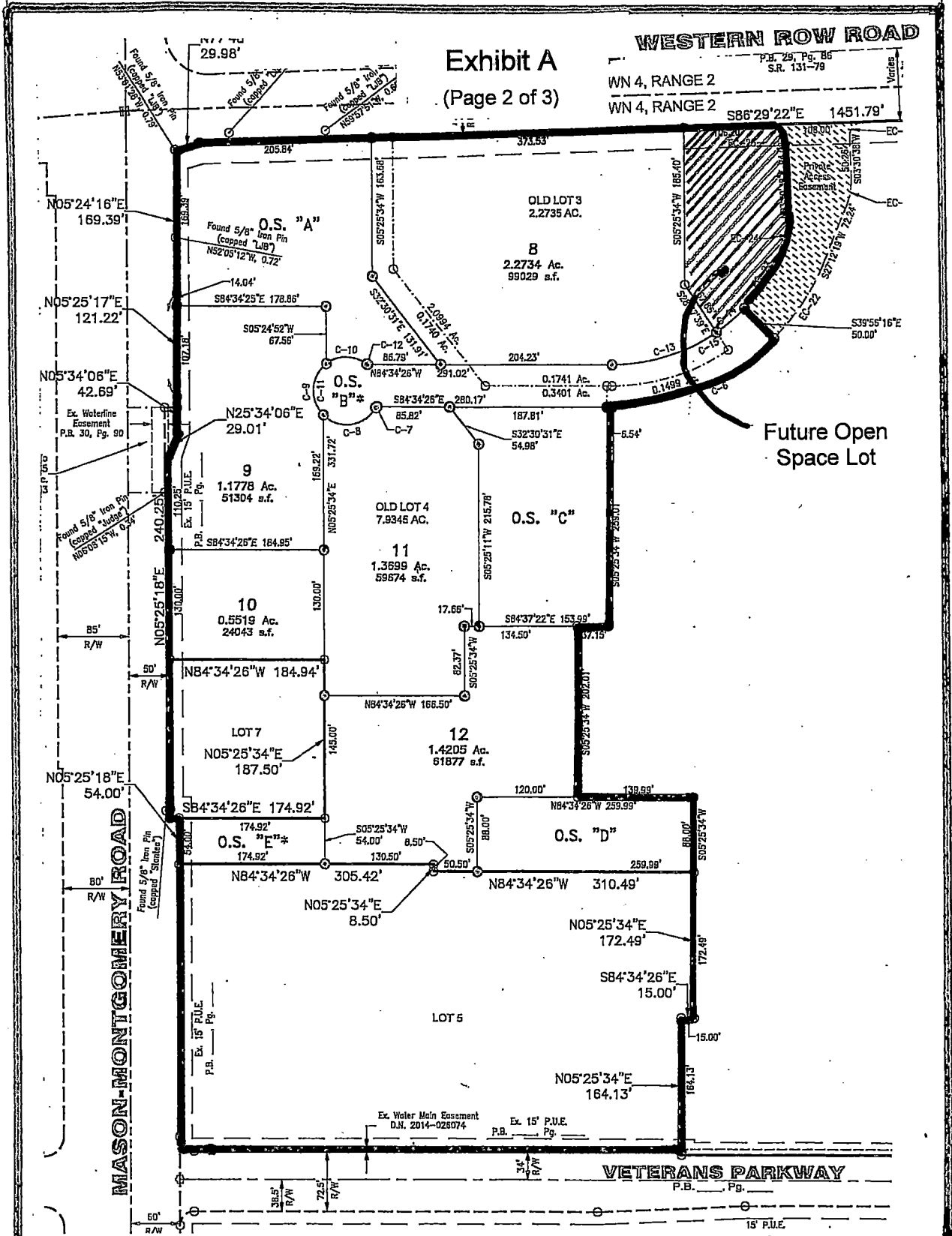


Exhibit A

(Page 3 of 3)

