

LINDA ODA
WARREN COUNTY RECORDER

2023-018733

DECLARATION
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
ASSESSMENTS, AND RESERVATIONS
OF EASEMENTS FOR**

WRLD COMMERCIAL OWNERS ASSOCIATION

WRLD Subdivision Section 2

<u>Lot No.</u>	<u>Sidwell No.</u>
5	16-28-101-044
7	16-28-107-001

WRLD Subdivision Section 3

<u>Lot No.</u>	<u>Sidwell No.</u>
8	16-28-101-045
9	16-28-101-046
10	16-28-107-002
11	16-28-107-003
12	16-28-107-004

Open Space Lots

<u>Lot No.</u>	<u>Sidwell No.</u>
"A"	16-28-101-047
"B"	16-28-101-048
"C"	16-28-107-005
"D"	16-28-107-006
"E"	16-28-107-007

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ASSESSMENTS, AND RESERVATION OF EASEMENTS ("Declaration") is made as of this 31st day of AUGUST, 2023, by **Western Row Land Developers, Inc.**, an Ohio corporation (the "Developer") and **WRLD Commercial Owners Association, Inc.**, an Ohio not for profit corporation (the "Association") under the following circumstances:

A. The Developer is the Owner of a certain parcel of real estate in the City of Mason, Warren County, Ohio and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Commercial Center**").¹ The Commercial Center is made up of the "**Retail Center**" more particularly described in **Exhibit B** attached hereto, the Dorothy Lane Market as identified in **Exhibit C** attached hereto (the "**DLM Lot**"), and the Marriott hotel parcel as identified in **Exhibit D** attached hereto (the "**Hotel Lot**"). The site plan of the Commercial Center (the "**Site Plan**"), upon which the initial "**Common Facilities**" are generally shown, is attached hereto as **Exhibit E**.

B. The Association joins in this Declaration for the purpose of acknowledging the "self-help" provisions granted to the Owner of the DLM Lot and, consenting to and agreeing to perform the duties and obligations imposed upon it by this Declaration.

C. The Developer desires to establish and create, and to subject the Commercial Center to, certain covenants, conditions, restrictions and easements in order to benefit the development and value of the Commercial Center by (i) providing for the common and non-exclusive use, enjoyment, preservation and maintenance of certain "Common Facilities" (as hereinafter defined); (ii) establishing standards to promote the uniform and complementary development of the Commercial Center; (iii) establishing and providing for the administration of an "Association" (as hereinafter defined); and (iv) authorizing the Association to levy and collect assessments for the purposes described in this Declaration.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby declares that all of the Commercial Center shall be held, transferred, sold, conveyed and occupied subject to the following covenants, provisions, terms, restrictions, easements, conditions, requirements, charges and liens which, are for the purpose of, among other things, protecting the value and desirability of the Commercial Center. This Declaration (a) shall be covenants running with the land, (b) shall be binding upon the Developer, the Association, each "Owner" (as hereinafter defined) and all claiming by, through or under each Owner and (c) shall (regardless of whether or not any such beneficiary owns an interest in any portion of the Commercial Center) inure to the benefit of and be enforceable by (i) the Developer, (ii) the Association, and (iii) each Owner and all claiming by, through or under each Owner.

ARTICLE I
DEFINITIONS

As used in this Declaration, unless the context otherwise requires, capitalized terms shall have the following meanings:

1.01 "**Annual Assessment**" shall mean an assessment levied by the Association which is used to accomplish the duties and fulfill the purposes of this Declaration in accordance with Section 8.03 of this Declaration.

1.02 "**Association**" shall mean the **WRLD COMMERCIAL OWNERS ASSOCIATION, INC.**, an Ohio not for profit corporation and any successor organization which operates and maintains the Common Facilities.

1.03 "**Board of Directors**" or "**Board**" shall mean the Directors of the Association to be elected pursuant to Article III.

1.04 "**Bylaws**" shall mean the bylaws or code of regulations of the Association, as amended from time to time. Copies of current Bylaws are available to any interested party free of charge by making a written request for the same from the Association.²

1.06 "**Commercial Center**" shall mean that real property which is described in **Exhibit A** attached hereto.

1.07 "**Common Facilities**" means all real and personal property from time to time designated pursuant to this Declaration to be owned by, maintained by (at the Association's expense), or leased to the Association for the benefit of Owners, Tenants, their guests and invitees, and all easements or licenses benefitting the Common Facilities or any part thereof. Such real and personal property may include, without limitation, open space land, common landscaping features, periphery fencing, irrigation and fountain systems and equipment, lakes and streams and retention ponds, detention facilities, joint driveways, pedestrian facilities, hiker-biker trails, in common signage and graphics, outdoor lighting, outdoor furnishings, design amenities and theme improvements or other common facilities and facilities needed in connection with water supply or sewage disposal installations or steam, gas and electric lines or installations. The initial Common Facilities include the items described or shown on **Exhibit E** attached hereto and made part hereof, some of which are more specifically defined and delineated herein. The Common Facilities shall also include easements in favor of the Association over, on, across and under the Commercial Center including, without limitation, the storm water retention basins identified as Lake numbers 1, 2 and 3 as shown on Exhibit E (collectively, the "**Lakes**") and other Storm Water Facilities.

1.08 **"Common Expense"** shall mean the expenses of operating the Association as required by this Declaration, maintaining, repairing, replacing and operating the Common Facilities, including reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

1.09 **"DLM LOT"** shall mean that Lot owned by Dorothy Lane Market located within the Commercial Center which is more particularly described in **Exhibit C** attached hereto and made a part hereof.

1.10 **"Developer"** shall mean Western Row Land Developers, Inc., an Ohio corporation, and its successors, successors-in-title or assigns who acquire title to any portion of the Commercial Center for the purposes of development or sale who are specifically designated as the successor Developer in a duly recorded instrument executed by the Developer.

1.11 **"Development Period"** shall mean the period commencing on the date of this Declaration and expiring upon the earlier to occur of (a) the date that is thirty (30) years after the date of this Declaration or (b) the date Developer records in the office of the Recorder of Warren County, Ohio a notice that Developer no longer owns any of the Commercial Center.

1.12 **"General Assessment"** shall mean an assessment levied to fund Common Expenses. It shall include Annual and Special assessments.

1.13 **"Hotel Lot"** shall mean Lot 8 located in the Northwest corner of the Commercial Center for the Marriott Hotel building or such other hotel brand selected by the Owner of the Hotel Lot as shown on **Exhibit D**.

1.14 **"Limited Common Facilities"** shall mean those Common Facilities which the Association determines, pursuant to this Declaration, are beneficial primarily to a certain Lot or Lots and, therefore, the maintenance, operating and repair costs related to such Common Facilities are shared among the Owners of Lots receiving the primary benefit from such Limited Common Facilities. The initial Limited Common Facilities, if any, are expressly described on **Exhibit F** attached hereto and made a part hereof. The Lakes and the other Storm Water Facilities shall not be Limited Common Facilities.

1.15 **"Lot"** shall mean any portion or tract of land which is a separate tax parcel within the Commercial Center.

1.16 **"Maintenance Standards"** shall mean those standards imposed by this Declaration related to maintaining and repairing the Commercial Center and improvements located thereon as the same may be modified from time to time, as provided herein. Notwithstanding the foregoing, the minimum standards with respect to the Maintenance Standards at all times shall be that of a first-class shopping center and shall require compliance

with all applicable laws.

1.17 **"Member"** shall mean any Owner and shall include "Class A Members" and the "Class B Member" (as defined in Article III).

1.18 **"Owner"** shall mean the record owner (whether one or more persons or entities) of the fee simple title to any Lot; provided, however, that "Owner" shall not mean any person or entity who is a mortgagee or otherwise holds an interest in a Lot merely as security for the performance of an obligation and shall not include the Association.

1.19 **"Retail Center"** shall mean that portion of the Commercial Center excluding the DLM Lot and the Hotel Lot.

1.20 **"Rules and Regulations"** means those reasonable rules and regulations related to the use of Common Facilities or the operation of the Association which may be adopted and modified from time to time by the Board pursuant to this Declaration.

1.21 **"Special Assessment"** shall mean a General Assessment levied in accordance with Section 8.04 of this Declaration.

1.22 **"Supplement to Declaration"** shall mean a supplement to this Declaration which subjects additional real property to this Declaration or designates additional Common Facilities, as provided herein.

1.23 **"Storm Water Facilities"** shall mean and refer to storm sewers, storm sewer swales, streams, ditches, catch basins, drainage lines, manholes and detention basins (including the Lakes) situated on storm sewer easements or private drainage easements encumbering certain of the Lots as designated on the record plan or plats for the Commercial Center, for the common use and enjoyment of the Owners, as described in Exhibit F³ attached hereto.

1.24 **"Tenant"** shall mean any person, corporation, partnership or other entity occupying any Lot or portion of a Lot pursuant to a written or oral lease with the Owner thereof or with any other person or entity claiming by, through or under an Owner.

1.25 **"Voting Percentage"** shall mean the share of voting power allocated to a Member by virtue of being an Owner of a Lot on the Commercial Center. Voting Percentage for each Member shall be equivalent to the percentage of such Member's Lot acreage to the total acreage of all Members' Lots. The Voting Percentage shall be adjusted if additional real property is subjected to this Declaration or, if at the time of any vote, any Member has lost its voting rights pursuant to this Declaration. However, notwithstanding anything to the contrary, the Voting Percentage for the purpose of voting, not assessments, for the Owner of the DLM Lot will not be reduced below its current 38.35% and for the Owner of the Hotel Lot will not be

reduced below its current 18.39% for any reason, including in the event additional real property is subjected to this Declaration, so long as respectively said DLM Lot is utilized as a Dorothy Lane Market grocery store and said Hotel Lot is utilized as a hotel. Current percentages are set forth in **Exhibit G** attached hereto and made a part hereof.

1.26 "**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.

Capitalized terms not defined in this Article I shall have the meanings assigned to such terms by other provisions of this Declaration.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

2.01 **Real Property.** The Commercial Center which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that real property described in **Exhibit A** attached hereto and made a part.

2.02 **Additional Property.** During the Development Period, the Developer shall, subject to the written approval of the Owner of the DLM Lot and the Owner of the Hotel Lot (which shall not be unreasonably withheld), have the unilateral right, privilege and option, from time to time at its discretion, to subject to the provisions of this Declaration and the jurisdiction of the Association any additional real property located adjacent to or near the Commercial Center by executing and recording a Supplement to this Declaration, which shall contain a description of the real property being added and a Declaration by Developer that such real property shall be subject to this Declaration. Such Supplements to the Declaration shall not require the consent of the other Owners, except the Owner of the DLM Lot and the Owner of the Hotel Lot, and shall be effective upon the recording of the same. The right, privilege and option to add real property to this Declaration may be assigned by Developer to the assignee or transferee of Developer's rights hereunder.

2.03 **Reservation of Easements.** Subject to the terms hereof, as long as construction of improvements or the initial sale of Lots shall continue, or if any part of the Commercial Center remains to be developed, the Developer and any contractor hired by the Developer shall have the right and easement to enter upon such portion of the Common Facilities and the Commercial Center as the Developer may deem necessary, such activities as, in the sole opinion of the Developer, may be reasonably required for the development and construction related to the Commercial Center. This reserved easement specifically includes, but is not limited to (a) the right of access, ingress and egress, and vehicular and pedestrian traffic over and upon such property; (b) the right to tie into or otherwise connect and use (without a tap-in or any other fee for so doing), replace, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural

gas, water, sewer and drainage lines and facilities constructed or installed in, on, under or over the Commercial Center; (c) the right to carry on sales and promotional activities on the Retail Center; and (d) the right to construct and operate signs, construction trailers, and sales offices on the Retail Center. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the purposes of this Declaration and any damage done to improvements by Developer's exercise of the rights contained herein shall be repaired promptly by Developer at its sole cost and expense. The easements described in this Section 2.03 shall not apply to, nor shall the easements described herein be deemed to encumber the DLM Lot, except to the extents such easements are specifically identified on the record plats approved by the City of Mason, Ohio, Council for WRLD Subdivision Section 2 and WRLD Subdivision Section 3, a copy of which is attached hereto as **Exhibit H**, or such incidental uses as reasonably necessary to complete the development of the Retail Center provided the same does not have a material adverse effect upon the DLM Lot or the operations thereon.

ARTICLE III

MEMBERSHIP IN AND ADMINISTRATION OF THE ASSOCIATION BOARD

3.01 **Membership.** Every Owner of a Lot, by virtue of such ownership, shall automatically become a Member of the Association, subject to the terms hereof. No such Owner may effectively disclaim its Membership or its status as a "Member" under this Declaration. During the Development Period, the Association shall have Class A Members (being all Owners except the Developer) and a Class B Member (being the Developer). The consents, approvals, votes and decisions of the Class B Member must be exercised in a commercially reasonable manner. After the Development Period expires, the Class B membership class shall terminate, and the Developer, if it is then an Owner, shall become a Class A Member and continue as such as long as it remains an Owner. All Members shall abide by the Association's Bylaws and Rules and Regulations and made a part hereof, and shall pay all assessments charged hereunder when due, and shall comply with decisions of the Association's Board of Directors and the Developer, subject to the terms hereof. In the event (i) the Association or the Board of Directors (or any committee) fails to function or otherwise fails to perform its obligations under this Declaration for a period of three (3) months or more and the Owner of the DLM Lot or the Owner of the Hotel Lot has provided written notice to all other Owners, of the particular action(s) which must be addressed and delivered to each Owner's last known mailing address at least thirty (30) days prior to taking any action (it being acknowledged that such notice shall be deemed proper and effective if mailed to such Owner's address as then-currently on record with the Warren County, Ohio property tax assessor (or its equivalent or successor) or (ii) any other Owner fails to perform any of its obligations under this Declaration for a period of thirty (30) days after the Owner of the DLM Lot or the Owner of the Hotel Lot has provided written notice to such Owner (in the manner provided above), then in either event, the Owner of the DLM Lot or the Owner of the Hotel Lot shall have the right and authority (but not the obligation) to act on behalf of the Association, the Developer or such other Owner, as applicable, including all rights of the Association to assess the cost of the same to the other Owners (if attributable to the Association or the Developer) or to assess the cost of the same to the other Owner (if attributable to such

other Owner) and to have such costs secured by liens upon all other Owner's Lots (if attributable to the Association or the Developer) or to such other Owner (if attributable to such other Owner) ("**Self-Help**"). The foregoing three (3) month and thirty (30) day time periods shall, in the event of any emergency, be reduced to such shorter period(s) of time as shall be necessary, as applicable, to address such emergency without otherwise affecting the terms of Self-Help. Such actions by the Owner of the DLM Lot or the Owner of the Hotel Lot shall be binding upon all Owners and the Association. Upon a change of ownership of any Lot, the new Owner shall provide written notice thereof to the Association. The share of a Member or an Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot of such Member.

3.02 **Purpose of Association.** The objectives and purposes of the Association shall include (i) the development, maintenance and improvement of the Common Facilities; (ii) the maintenance and routine care of certain lawn areas and landscaping; (iii) the use and enjoyment of the Common Facilities; (iv) the resolution of any disputes between Owners of Lots; (v) the enforcement of the terms and provisions of this Declaration and (vi) such other responsibilities as may, from time to time, be accepted by affirmative vote of the Members, including the Class B Member, if the Development Period has not yet expired, all in accordance with the terms hereof. The Association shall be responsible for the foregoing objectives and purposes, and for insuring all Common Facilities for which it is responsible for its own benefit and for the benefit of all Owners and, so long as such coverage is available at a reasonable cost, all Owners shall be named as additional insureds on all insurance policies maintained by the Association.

3.03 **Administration.** The administration of the Association shall be by the Board of Directors in accordance with the Bylaws and provisions of this Declaration. In the event of a conflict between the Bylaws and the provisions of this Declaration, the provisions of this Declaration shall prevail. Subject to the terms hereof, the Board of Directors shall have full and complete authority to take all actions, to make all decisions, and to do all things that the Association is empowered to do, for and on behalf of the Association, without any vote of the Members of the Association, unless specifically prohibited from doing so by the Bylaws or this Declaration.

3.04 **Voting.** Each Member shall be entitled to vote on any Association matter dealing with the Commercial Center in accordance with the Member's Voting Percentage. Should Property be added to these covenants that Property shall have its own percentage of payment established by such amendment to this Declaration.

3.05 **Disqualification.** Members who have failed to make payments of any sums due to the Association or failed to observe any Maintenance Standards or Design Review Guidelines or otherwise not complied with any requirements imposed by this Declaration shall not be entitled to vote until such payment or such performance has been completed. No such disqualification shall have any effect on such Member's obligation to comply with all covenants, restrictions and other requirements imposed pursuant to this Declaration.

3.06 **Assignment of Voting Rights to Tenants.** Any Class A Member may assign its voting rights to a Tenant of its Lot for the term of such Tenant's lease. Written notice of such assignment shall be given to the Association, but no such assignment shall relieve the Class A Member from its obligations under this Declaration.

3.07 **Board of Directors.** The Board of Directors of the Association shall consist of three (3) Directors who need not be Owners or Members. Until the first annual meeting of the Members, all three (3) Directors shall be appointed by the Class B Member who shall serve until their respective successors are appointed.

Except as otherwise herein provided, Directors shall be elected for three (3) year staggered terms of office and shall serve until their respective successors are elected or appointed. Any vacancy which occurs in the Board, by reason of death, resignation, removal or otherwise, may be filled at any meeting of the Board of Directors by the affirmative vote of the remaining Directors representing the same class of Directors who elected the Director whose position has become vacant, or if there are no such remaining Directors, by a special vote of the Members that elected the Director whose position has become vacant.

At the first annual meeting of the Members, and at each annual meeting of the Members thereafter until the Development Period has expired, the Class A Members shall appoint one (1) Director for a three year initial term and the Class B Member shall appoint two (2) Directors, one for an initial one year term and one for an initial two year term. All elected directors shall thereafter be eligible for re-election to a three year term. At the first annual meeting of the Members after the last day of the Development Period, the Class A Members shall elect two (2) Directors, one for a one year term and one for a two year term, and the Owner of the DLM Lot shall appoint the third Director for a three year term. All elected Directors shall thereafter be eligible for re-election to a three year term. The Class B Member may, at any annual meeting of the Members, relinquish to the Class A Members the Class B Member's right to elect one Director.

3.08 **Notice of Annual Meeting.** Notice of the annual meeting of the Members shall be given by the Board to each Member entitled to vote at such meeting either personally or by mail addressed to such Member at such Member's address appearing upon the records of the Association at least fifteen (15) days (but not more than sixty (60) days) in advance of such meeting. Such notice shall specify the place, date and hour for the meeting. The Members may establish another procedure for the notice of the annual meeting for Members, provided that such other procedure is approved by the Class B Member, if during the Development Period.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.01 **Common Facilities.** The Association shall be responsible for the exclusive

management and control of the Common Facilities and shall keep them in good, clean, attractive, working and sanitary condition, order, and repair and in accordance with the Maintenance Standards.

4.02 **Personal Property and Real Property for Common Use.** The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association shall accept any of the Commercial Center or any improvements or personal property located thereon then-owned by the Developer and conveyed to the Association by the Developer as Common Facilities, and subject to the terms hereof, the Developer may from time to time and at any time during the Development Period designate additional property owned by it to be Common Facilities by executing and recording a Supplement to this Declaration describing the additional Common Facilities and declaring the same to be additional Common Facilities subject to this Declaration. No Members or Owners, other than the Developer, if and to the extent such additional Common Facilities are located on any portion of the Commercial Center owned by the Developer, and the Owner of the DLM Lot, shall be required to execute or consent to any such Supplement to Declaration and the designation of such property as Common Facilities shall be effective as of the date such Supplement to Declaration is recorded.

4.03 **Powers of the Association with Respect to Committees.** Subject to the terms hereof, the Association, acting, by and through its Board of Directors, shall have the absolute power to veto any decision or action taken or contemplated to be taken by any committee with respect to approval or disapproval of any proposed development of a Lot. Subject to the terms hereof, the Association shall also have the absolute power to require specific action to be taken by any committee in connection with any obligations or responsibilities hereunder, other than with respect to the approval or disapproval of any proposed development of a Lot. Without limiting the generality of the foregoing, but subject to the terms hereof, the Association may require specific maintenance or repairs or aesthetic changes to be directed by a committee, may require that a proposed budget include certain items and that expenditures be made therefor, or may veto or cancel any contract providing for maintenance, repair or replacement of the property governed by any such committee.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON FACILITIES

5.01 **Rights of Enjoyment in Common Facilities.** Each Member, its Tenants and their respective invitees shall have a right and non-exclusive easement for the use and enjoyment of the Common Facilities, and such right and easement shall be appurtenant to, and shall pass with the title of, each Lot. Such rights and privileges shall be subject to the following:

- (a) the right of the Board to adopt, enforce and from time to time to

amend reasonable Rules and Regulations to be imposed upon Members pertaining to the use of the Common Facilities, subject to the terms hereof;

(b) the right, upon approval by the Class B Member, if during the Development Period, and upon authorization of the Board, to grant easements or rights of way, or to convey or lease Common Facilities located on, or consisting of, any of the Parcels, to any public agency or utility provider;

(c) the right of Developer to create additional Lots, to transfer and/or convey additional Common Facilities to the Association, as described above and subject to the limitation contained above in Section 4.02 related to the Common Facilities located on, or consisting of, any part of the Commercial Center, in which event the Association shall accept such conveyance or transfer; and

(d) all other easements, restrictions and rights to which the Commercial Center is subject.

5.02 **Limited Common Facilities**. During the Development Period and subject to the terms hereof, the Developer may from time to time determine that there are certain Common Facilities, such as, by way of example only, driveways, which serve and benefit more than one Lot, but primarily less than all of the Lots. The Developer shall designate any such Common Facilities as Limited Common Facilities by executing and recording a Supplement to this Declaration wherein the Developer shall describe the Limited Common Facilities, establish the same by declaring them to be subject to this Declaration, describing the Lots to be benefitted by such Limited Common Facilities, and indicating how the costs of maintaining and repairing such Limited Common Facilities will be shared among the Owners of the Lots receiving the primary benefit from such Limited Common Facilities. The signature or consent of any other Members or Owners to any such Supplement to this Declaration shall not be necessary, except that the written consent of the DLM Lot or the owner of the Hotel Lot shall be necessary if and to the extent such Limited Common Facilities or proposed Limited Common Facilities are located on or consist of respectively the Hotel Lot or portion thereof or the DLM Lot or portion thereof.

ARTICLE VI

RULES AND REGULATIONS

Subject to the terms hereof, the Board of Directors of the Association may adopt and amend Rules and Regulations related to the use of the Commercial Center by Members. No such Rules or Regulations may be adopted or amended during the Development Period, without the consent of the Developer. Written notice of any meeting of the Board to consider proposed Rules and Regulations or any amendments thereto shall be given in writing to all Members at least twenty (20) days in advance and shall set forth the time, place and purpose of

the meeting. All Members then entitled to vote pursuant to this Declaration shall be entitled to attend any such meeting.

ARTICLE VII
MAINTENANCE

7.01 **Association's Responsibilities.** The Association shall maintain and keep in good repair all Common Facilities, including Limited Common Facilities, if any, consistent with the Maintenance Standards and using funds as hereinafter provided. Maintenance shall include, but shall not be limited to, repair and replacement of all landscaping, structures, and other improvements situated upon and within land included as Common Facilities, and landscaping on medians and rights-of-way abutting any of the Commercial Center (to the extent permitted by the local government). Notwithstanding anything herein to the contrary, the Board of Directors may elect to discontinue the operation of any fountain or similar aesthetic device included as a Common Facility if, in its sole discretion, the Board determines that doing so is in the best interest of the Association, provided the same is either removed or maintained in a manner consistent with the Maintenance Standards. The Association's responsibilities hereunder shall exclude the Owner of the Hotel Lot's Maintenance (as hereinafter defined).

7.02 **Owner's Responsibility.** Each Member shall maintain its Lot and all structures and other improvements thereon in a manner consistent with the Maintenance Standards referenced herein unless such maintenance responsibility is otherwise assigned and assumed pursuant to any additional Declaration applicable to such Lot. If any Member fails to properly perform its maintenance responsibility, the Association may perform such maintenance and assess all costs incurred by the Association against the Lot and the Member in accordance with Article VIII, Section 8.05, of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Member reasonable notice of, and an opportunity to cure, the problem prior to entry, and in all events the Owner of the DLM Lot shall first be afforded at least 30 days' advance notice and opportunity to cure prior to any to any of the foregoing with respect to the DLM Lot (and in no event shall the Developer, the Association or any other Owner have the right to enter the building(s) on the DLM Lot in connection with the foregoing). Each Owner shall be responsible for the payment of all taxes and assessments levied against its Lot, subject to any separate agreement between one or more Owners, if any.

7.03 **Maintenance Standards.** The initial Maintenance Standards shall require the Commercial Center and all improvements thereon to be maintained consistent with a first-class shopping center including, but not limited to the following:

- (a) maintenance of pavement in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality as reasonably approved by the Design Review Committee;

- (b) removal of all trash and debris and washing or sweeping as may be reasonably possible;
- (c) removal of snow and ice from paved surfaces and sidewalks as soon as reasonably practicable;
- (d) maintenance of appropriate parking area entrance, exit and directional markers, and other traffic control signs or other signs designated as Common Facilities pursuant to this Declaration as are reasonably required, and as are permitted by the governmental authority having jurisdiction;
- (e) cleaning of lighting fixtures and re-lamping as needed;
- (f) re-stripping of driveways and repairing areas as required to keep such items clearly visible;
- (g) maintenance of all Storm Water Facilities as necessary in order to keep such facilities in good working condition and good appearance;
- (h) trimming, mowing and landscaping of open areas and of the grass and plants located therein in order to keep such open areas in an attractive condition;
- (i) keeping the exterior appearance of all structures and improvements in a good and attractive condition; and
- (j) if any structure or improvement is damaged or destroyed by fire or other casualty and not restored or reconstructed, causing such structure or improvement to be razed and Clearing the land upon which such structure or improvement is located within ninety (90) days after such destruction (unless the restoration or reconstruction commences during such ninety (90) day period), subject to reasonable extensions if necessary due to settlement or adjustment of insurance claims related thereto.

7.04 **Amendment and Supplements.** Subject to the written consent of the Owner of the DLM Lot, the Board shall have the right to, but shall not be required to, and may from time to time amend and/or supplement the Maintenance Standards described in Section 7.03 pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all structures and improvements thereon. If any maintenance statute ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards.

7.05 **Drainage Swales, Service Lines.** Each open storm water drainage way on any Lot including, without limitation, the Commercial Center, or any portion thereof, shall be

maintained by the Owner of such Lot in good condition and repair so that there will be no interference with the normal flow of water therein. Neither the Owner nor anyone claiming by, through or under the Owner shall, except in an emergency, alter the location or grade of any such drainage way without the prior written consent of the Association. Each water service line connecting a structure on a Lot with a water main and each sanitary sewer service line shall be maintained by the Owner of such Lot, unless and to the extent any such line is declared to be a Common Facility pursuant to this Declaration.

7.06 **Right of Entry**. The Association, through its authorized officers, employees, and agents, shall have an easement and right to enter upon any Lot (but not any building(s) thereon) at all reasonable times and upon reasonable advance notice for the purpose of making inspections to determine compliance with the Maintenance Standards, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions; provided, however, any such entry shall be performed in such a manner so as to minimize interference with such Owner's operations on its Lot.

7.07 **Developer Approval**. During the Development Period, Maintenance Standards may only be amended or supplemented with the prior written consent and approval of the Developer and the Owner of the DLM Lot.

7.08 **Hotel Lot Approval; Maintenance**.

A. Notwithstanding anything to the contrary, any and all decisions and actions related to the Lakes or Hotel Lot by the Association, Developer or otherwise under this Declaration, including, without limitation, any change in the Maintenance Standards for the Lakes, shall require the prior written consent of the Owner of the Hotel Lot.

B. Notwithstanding anything to the contrary, (i) the Owner of the Hotel Lot agrees to maintain, repair and replace the parking lot and driveways located on the Hotel Lot at its expense and in such manner as it determines in its reasonable discretion, including, without limitation, snow removal (collectively, "**Owner of Hotel Lot's Maintenance**"); and (ii) all Owners, the Developer and Association agree that in exchange for the Owner of Hotel Lot's Maintenance, all fees and costs related to the maintenance, repair and replacement of any and all other parking lots and driveways on the Commercial Center, including, without limitation, snow removal on all other parking lots and interior driveways, shall be expressly excluded from the calculation of the General Assessments, Annual Assessments, Special Assessments and other payments owed by or otherwise chargeable to the Owner of Hotel Lot or the Hotel Lot hereunder, and all such excluded costs and fees shall be paid by the other Owners.

C. The Owner of the Hotel Lot agrees to perform, at its expense and in its reasonable discretion, all snow removal on the private portion of Mosaic Drive (O.S. Lot B). The Owner of the Hotel Lot agrees to pay its pro-rata share of assessments in accordance with Article VIII below for items outlined in Sections 1.07 and 1.08 above that the Board of Directors determines benefit all of the Commercial Center, and all Owners, the Developer and Association agree that

the Owner of the Hotel Lot will not be assessed for any items that the Board of Directors determines exclusively benefit only the Retail Center and/or the DLM Lot.

ARTICLE VIII
COVENANT FOR MAINTENANCE ASSESSMENTS

8.01 General Assessments and Charges.

A. The Developer and each Owner of any Lot covenant and agree to pay to the Association General Assessments including:

- (1) Annual Assessments for maintenance, operation and a capital reserve;
- (2) Special Assessments necessary to supplement Annual Assessments or for capital improvements to Common Facilities;
- (3) interest on late payment of General Assessments at the interest rate described in Section 8.07;
- (4) charges for the breach of the provisions of this Declaration; and
- (5) all costs (including attorneys' fees) incurred by the Association to enforce this Declaration, the Bylaws, the Design Review Guidelines, the Maintenance Standards, and the Rules and Regulations.

B. The payment of General Assessments and such other charges, together with any interest thereon at the interest rate described in Section 8.07 and costs of collection thereof as hereinafter provided, shall be secured by a continuing lien, until paid in full, upon the Lot and its improvements against which each such assessment or charge is made. The lien shall be enforceable by judicial sale and ordered application of sale proceeds. Each such General Assessment or charge, together with interest and costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner at the time when the assessment became due and payable or when such charge was imposed.

8.02 Initial Assessment. Until the Association shall establish the Annual Assessment, the initial Annual Assessment for each Lot not owned by the Developer and transferred to a third party shall be \$200.00 per acre (prorated for fractional acres) per month, beginning and due and payable on the first day of the month next following its transfer to an Owner and payable thereafter in semi-annual installments, payable on June 1 and December 1 of each year. Until all of the Lots are sold, the Developer shall contribute on an annual basis to the Association \$250.00 per year for each undeveloped acre of the Commercial Center which it owns. In the event the Developer develops a Lot, the Developer shall pay assessments as any other Owner.

Assessments will be prorated in the event of ownership for a portion of the year on a calendar year basis. For purposes of clarification (and without limiting the terms of Section 8.01(B) above), this Section 8.02 is subject to Section 8.01(B) above.

8.03 **Annual Assessments.**

(a) **Purpose.** Annual Assessments levied by the Association shall be used to accomplish its duties provided herein and to fulfill the purposes of this Declaration.

(b) **Allocation.** Subject to the terms hereof, each Lot in the Retail Center shall share according to its Voting Percentage in all Annual Assessments levied by the Association (except for the costs of maintaining and repairing Limited Common Facilities, which shall be allocated as determined by the Developer as and when such Limited Common Facilities are subjected to this Declaration). Each Lot added by an amendment to this Declaration shall specify how assessments will be allocated to that real property brought into the Association.

(c) **Basis of Annual Assessment.** Beginning on January 1, 2024 and annually thereafter, the Annual Assessment shall be set by a majority vote of the Board of Directors upon consideration of the proposed annual budget submitted by the “Common Facility Budget Committee”, if any, subject to the terms hereof. Any Annual Assessment not replaced by a succeeding Annual Assessment shall be automatically extended on the same basis until replaced by another Annual Assessment.

The Board of Directors of the Association, after consideration of the current maintenance cost and future needs of the Association, on or before December 1st of each year, shall prepare a proposed budget for the Association for the next calendar year. The proposed budget shall be sent to all Members and to the Developer at least fifteen (15) days in advance of the annual meeting or at a meeting duly called for the purpose of discussing and approving the budget. The notice shall set forth the time, place and purpose of the meeting.

(d) **Payment of Annual Assessments.** Subject to the terms hereof, each Owner shall pay to the Association in semi-annual installments, in advance, on or before the first day of June and December, one-half (1/2) of the Annual Assessment against the Owner's Lot.

No Owner may waive or otherwise escape liability for any Assessment by non-use of the Common Facilities or by abandonment of its Lot or by any other means or manner. Each Owner acknowledges the “Self Help” provisions granted to the Owner of the DLM Lot and Owner of the Hotel Lot by Section 3.01 herein.

(e) The Board of Directors shall, on or before September of each calendar year, appoint two (2) persons and the Owner of the DLM Lot may select one (1) person to serve on a three (3) person Common Facility Budget Committee which shall review

the services being provided with regard to the Common Facilities and the budgets for all such items. The Common Facility Budget Committee shall prepare and submit to the Board of Directors by November 1 of each year such Committee's recommendations regarding the services to be provided by the Association and the proposed budget for the next calendar year. Such recommendations shall be nonbinding upon the Board of Directors, but the Board of Directors shall give great weight to such recommendations when preparing the budget to be prepared and sent to all Members by December 1 as required by paragraph (c) above.

8.04 **Special Assessments.** Subject to the terms hereof, special Assessments may be imposed from time to time for any purpose, provided the Special Assessment is approved by the Members, having at least a majority of the Voting Percentage for Members present and the Owner of the DLM Lot and the Owner of the Hotel Lot and, during the Development Period, Developer, in a properly called meeting where all Members are given a reasonable opportunity to comment thereon. If any such Special Assessment is to be levied against the DLM Lot or the Hotel Lot, then such Special Assessment must be approved respectively by the Owner of the DLM Lot or the Owner of the Hotel Lot. If any such Special Assessment is to be levied for capital improvements to Common Facilities during the Development Period, then such Special Assessment must be approved by the Developer. Notice of any meeting to consider a Special Assessment shall be given in writing at least thirty (30) days prior to the date of the meeting, which notice shall set forth the time and place of the meeting and shall specify the purpose or purposes for the Special Assessment and the suggested amount thereof.

8.05 **Charge for Default.** In the event of a breach by an Owner of any provision of the Declaration, Bylaws, Rules and Regulations, Maintenance Standards or Design Review Guidelines (including the costs of an action to enforce any provision hereof and attorneys' fees), and such Owner fails to cure such breach within thirty (30) days after receipt of notice of such breach from the Association, the Board of Directors may levy a charge against the Lot and its improvements and the defaulting Owner, which charge shall constitute a lien against the Lot and its improvements. Such charge shall be payable in full twenty (20) days from the date Owner is notified of the levy of such charge. Notwithstanding anything to the contrary, the aforesaid lien and any other lien set forth in this Declaration shall attach to each Lot as of the date of the recording of this Declaration and shall be superior to all liens other than: (a) a deed of trust or mortgage granted in favor of a party unaffiliated with the Owner of the Lot; (b) any sale and leaseback agreement or lease and sublease back agreement whereby an Owner sells and simultaneously acquires a possessory interest under a lease from or other agreement with such transferee unaffiliated with the Owner of the Lot; and (c) the lien securing real estate taxes; provided, however, the types of liens referenced in (a) and (b) above shall be inferior and subordinate to the lien securing the obligation to pay Assessments if the Association records a notice of such lien in the land records before the date of such other lien. The Association shall have the power to subordinate the aforesaid lien to any other lien. The exercise of such power shall be entirely discretionary with the Association. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a senior lien, all Lots are conveyed to and accepted and held by the Owner thereof subject to any lien provided for in this Declaration.

8.06 **Assessments Ledger and Certificates.** The Board of Directors shall prepare and maintain a ledger of all Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish to any Owner (or its Lender) a written certificate signed by an officer of the Association setting forth the then current status of payments for assessments and charges against the Owner's Lot. Such certificate shall be conclusive evidence of the status of payment of all assessments and charges with respect to such Lot. If the Owner of the DLM Lot requests in writing, any such certificate and the Association fails to respond within thirty (30) days of such written request, then the Association shall be deemed to have delivered a certificate as of such date which shall be evidence that all assessments and charges with respect to the DLM Lot have been paid in full. The Owner of the Hotel Lot's payment responsibilities hereunder shall exclude all fees and costs related to the maintenance, repair and replacement of any and all parking lots and driveways on the Commercial Center; provided, however, all of the Hotel Lot's Maintenance shall be performed by and at the sole expense of the Owner of the Hotel Lot.

8.07 **Effect of Non-Payment.** In the event that any Assessment or charge due hereunder is not paid on the date when due, then the Annual Assessment shall be immediately due and payable and deemed delinquent. Unpaid Assessments and charges shall bear interest from the due date at an annual rate equal to the then announced prime rate of PNC Bank, Ohio, National Association, or its successor, plus five percent (5 %). The Association may institute an action to recover unpaid Assessments, charges and interest from the Owner, and/or it may sue to foreclose the lien against the Lot. Judgment for recovery shall include pre-judgment interest on the total amount awarded, attorney fees, and such costs of the action as are permitted by law.

A Member in default of payment or failure to observe Design Review requirements shall not have any right to vote on any matter, and such vote shall not be required, until all Assessments and charges due from such Member pursuant to this Declaration, plus interest and costs, are paid in full, but such Member shall continue to be subject to all of the other provisions, conditions and requirements imposed by this Declaration.

ARTICLE IX

DESIGN REVIEW COMMITTEE APPROVAL

9.01 **Powers.** The Design Review Committee shall be empowered to enforce, alter, modify and administer all provisions of the Design Review Guidelines.

9.02 **Procedures.** Upon purchase of a Lot, or prior to purchase, if requested by a prospective Owner, the Design Review Committee shall hold a pre-design conference with the Owner or prospective Owner. Each Owner shall pay a submission fee of Five Hundred (\$500.00) Dollars to the Association at the time of the Owner's initial pre-design conference, which fee shall be used to reimburse the Design Review Committee for its costs and expenses in processing submissions.

9.03 Submission of Plans and Specifications. Except for the DLM Lot and the Hotel Lot and the initial development of Lot 7, the design review matters for which shall be governed by the terms of this Commercial Declaration, no structure, improvement or building or landscaping on any Lot shall be remodeled or altered in any way which materially changes the exterior appearance thereof, involves the erection of a new structure, improvement or building or otherwise increases the area under roof of any structure or building unless detailed plans and specifications therefor shall have been submitted to and approved by the Design Review Committee. The plans and specifications shall be in such form and shall contain such information as the Design Review Committee may reasonably require but shall, in all cases, unless waived by the Design Review Committee, include:

- (a) a site plan showing the location of all proposed and existing structures and buildings on the Lot and the approximate size in square footage of the first, or ground floor of any building and the square footage of the entire Lot;
- (b) contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and significant tree stands shall also be shown:
- (c) any proposed retaining walls;
- (d) proposed fencing;
- (e) architectural plans including structural cross-section, floor plan, decks or balconies, and elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details affecting the exterior appearance of the proposed buildings and other structures; and
- (f) all landscaping and exterior lighting plans, including photometrics, all signage, and a plot plan showing the location of all buildings and other structures in relation to the Lot line.

Prior to submission of detailed plans and specifications for any building or other structure proposed for a Lot, the Design Review Committee may require, and any applicant may submit for tentative approval by the Design Review Committee, schematic or preliminary plans and specifications for any phase or stage thereof. The Design Review Committee shall either (i) approve the plans and specifications, (ii) disapprove them or (iii) approve them with conditions or qualifications.

9.04 Approval of Plans and Specifications. The Design Review Committee shall approve any specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot if it finds that they (a) comply with the requirements of this Article and (b) conform to any additional standards or policies promulgated by the Design Review Committee and Association. Upon final approval thereof, a copy of the detailed plans and specifications shall be deposited for permanent record with the Design Review Committee. After the receipt of such final approval by the applicant, the Design Review Committee shall not revoke such approval. Approval by the Design Review Committee of detailed plans and specifications with respect to any Lot shall not impair the Design Review Committee's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Article).

9.05 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Design Review Committee with respect to any Lot do not comply with the requirements of this Article as to the information required to be included in the plans and specifications, the Design Review Committee shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Design Review Committee may deem necessary to achieve compliance.

9.06 Failure of the Design Review Committee to Act. If the Design Review Committee shall fail to act upon any plans and specifications submitted to it within thirty (30) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Design Review Committee shall be required. If construction on the proposed alteration or remodeling of a building or any other structure is not commenced on a Lot or before six (6) months from the date of submission of plans and specifications therefor, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

9.07 Violations. If any building or other structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed plans and specifications, the Board shall notify the Owner of the Lot of the violation and the Board may, pursuant to Paragraph 8.05 herein, levy a charge against the Owner and Lot in the event such violation is not corrected in a timely fashion. This provision shall be enforced as provided for in Paragraph 8.07 of this Declaration. The Board may, waive any violation if it finds that such does not substantially conflict with the policies of the Board.

9.08 Right of Entry. The Board and the Design Review Committee, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any building or other structure thereon is its

compliance with the provisions of this Article, without the Board, the Design Review Committee or such officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

9.09 **Fees.** The Board may charge reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

9.10 **Basis of Approval.** Approval by the Design Review Committee shall be dependent upon its evaluation of the conformity and harmony of the proposed structure with the site and its natural features and other development; of the effect of the location and use of the improvements upon neighboring Lots; and of the conformity of the plans and specifications to the purpose and general intent of this Declaration and the Design Review Guidelines.

9.11 **Exemption of DLM Lot and Hotel Lot.** The DLM Lot and Hotel Lot shall be exempt from this Article IX.

ARTICLE X

NO LIABILITY FOR APPROVAL OR DISAPPROVAL

No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Structure built in accordance therewith will be built in a good and workmanlike manner. Neither the Design Review Committee nor the Association shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE XI

COVENANTS AND RESTRICTIONS

11.01 No portion of the Commercial Center (except the DLM Lot and Hotel Lot) and no real property owned or controlled by Developer or any affiliate of Developer shall be used for any of the following:

11.01.1 Any Large Retail Establishments, as defined in Section 1133.132(B) of the

Zoning Ordinance, and 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;

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

11.01.3 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;

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

11.01.5 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);

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

11.01.7 Any mortuary, funeral home or related facilities;

11.01.8 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;

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

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

11.01.11 Except for Lot 7, no portion of the Commercial Center and no real property owned or controlled by Developer or any affiliate of Developer shall be used for or by any financial institution (as defined herein) as long as Lot 7 continues to be operated as a bank. As used herein, "financial institution" will mean any banks, savings and loans, trust companies and ATMs, automated teller machines or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage loan origination companies/brokerages, insurance services, or credit unions. Notwithstanding anything contained herein to the contrary, the foregoing restriction on financial institutions shall not preclude or restrict any real estate offices

or ATMs to be located within the buildings constructed on the DLM Lot or the Hotel Lot.

11.02 **Retail Center Restrictions.** The following restrictions shall apply to the Retail Center (including any buildings) within the Retail Center (as shown on the Site Plan) (but the following shall not apply to the DLM Lot or the Hotel Lot):

- (a) Only one or two buildings shall be permitted on each Lot.
- (b) The building on each Lot shall not exceed one story or 25 feet in height (exclusive of singular, reasonable architectural elements which may protrude higher; however, such architectural elements shall not be wider than twenty percent (20%) of such building's roofline or exceed an additional six (6) feet in height).
- (c) Each Lot shall be self-parked and satisfy the greater of the parking ratio required by applicable law and the parking ratio required by the Zoning Ordinance or any other controlling Ordinance, but the required ratio shall be no less than 10 parking spaces per 1,000 sq. ft. for restaurants or 5 parking spaces per 1,000 sq. ft. for retail, as applicable.
- (d) The following uses shall be prohibited: automobile rental or repair or service operation; massage parlors; operation selling or displaying any nudity, pornographic or obscene material or drug paraphernalia; use which emits an obnoxious odor, noise or sound; assembling, industrial, manufacturing, distilling, refining, smelting, agricultural or mining operation; slaughterhouse; garbage or scrap dump or processing operation; junk yard; stock yard; dry-cleaning operation (however, this restriction shall not prohibit the operation of a "drop off only" dry-cleaning operation which performs the actual dry-cleaning function off-site); bowling alley; skating rink; mortuary or funeral home; flea market; dance hall; amusement or video arcade; gambling facility or operation; carnivals, fairs or auctions; and illegal use.

11.03 **Signage.** The following signage restrictions shall apply to the Retail Center:

No free standing sign shall be permitted within the Retail Center unless constructed in one of the specific areas designated on the Site Plan and only one such sign structure may be located in each sign area. The Owner of the DLM Lot and the Owner of the Hotel Lot (or in their respective discretion, its tenant) shall be prominently featured on all directional and wayfinding signage throughout the Retail Center.

11.04 **Easements or Utilities.** To the extent that any easements or utilities (including drainage systems) described in this Declaration are located on the DLM Lot or the Hotel Lot, the use thereof and the exercise of the rights associated therewith

with respect to other Owners, Developer and/or the Association (as applicable) as provided in this Declaration are conditioned upon the satisfaction of the following requirements: (a) no such installation, maintenance, repair and replacement of utilities or another work performed in connection therewith or any other work described in this Declaration (collectively, "Work") or for any other reason shall impair or diminish the use and enjoyment of the DLM Lot or the Hotel Lot.

- 11.05 **Work Performed.** Except in cases of emergency, no Work may be performed by the Developer or the Association on the DLM Lot or the Hotel Lot without providing the Owner of the DLM Lot or the Owner of the Hotel Lot, as applicable, with at least thirty (30) days prior written notice of such Work, including copies of all plans and specifications showing the same, including any changes thereto, for its approval. Such Work shall be performed in a manner and during time frames such that the same shall not interfere with, or adversely affect (except to an immaterial extent) the use and operation of the DLM Lot or Hotel Lot, as applicable, and in accordance with such approved plans, it being understood that except for emergencies, no such Work shall be performed by such parties on Fridays, Saturdays, Sundays, Federal holidays and/or the week before each Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

- 11.06 **Use and Improvements.** Nothing contained in this Declaration shall restrict or prohibit the use of the DLM Lot or the Hotel Lot or the improvements to be constructed on the DLM Lot or the Hotel Lot so long as the same complies with applicable law.

- 11.07 **Liability.** In no event shall the Owner of the DLM Lot have any liability as a result of the Association ceasing to function or failing to function properly, and in no event shall the Developer, the Association or any other Owner have the right to enter any building(s) on the DLM Lot in connection with any exercise of any purported rights under this Declaration (or the Bylaws).

- 11.08 **No Material Adverse Effect.** Neither the Developer nor the Association (or any committee thereof) shall exercise any discretionary right or privilege contained in this Declaration or the Bylaws (including but not limited to the promulgation of any rules and regulations) in any manner that will have a material adverse effect upon the DLM Lot or the Owner of the DLM Lot or Hotel Lot or the Owner of the Hotel Lot without first obtaining the prior written consent of the Owner of the DLM Lot or the Owner of the Hotel Lot, as applicable.

- 11.09 **No Site Plan Changes.** Neither the record Plat of (or including) the Commercial Center nor the Site Plan shall be amended, including but not limited

to the size or number of Lots or layout of Common Facilities, without the prior written consent of the Owner of the DLM Lot, subject, however, to Developer's express right as set forth in Section 5.01(c) above.

- 11.10 **Protection.** In addition to any other rights available to the Developer, the Association and/or the Owner of the DLM Lot (collectively, "Indemnitees") under this Declaration or at law or in equity, if any Owner of any portion of the Commercial Center ("Indemnitor") violates the terms of this Declaration, then such Indemnitor, as applicable, shall indemnify, defend and hold harmless the Indemnitees from and against any and all costs, expenses, damages, liens and/or claims incurred or suffered by the Indemnitees as a result thereof.

ARTICLE XII

STORM WATER MANAGEMENT AND GENERAL EASEMENTS

12.01 **Storm Water Facilities and General Easements.** As indicated on the record Plat or plats for the Commercial Center, Storm Water Easements, Sewer Easements and Private Drainage Easements have been granted over certain portions of the Lots for the benefit of the Association, and the common use and enjoyment of the Owners. Without limiting the foregoing, Developer hereby grants to the Owners, for the benefit of the each Lot, perpetual easements for all such utility (and storm drainage) purposes over the Retail Center, and Developer hereby grants to the Owners, for the benefit of each Lot, a perpetual easement for vehicular and pedestrian ingress, egress and access over and across all roads, driveways, access ways and sidewalks and paths on the Retail Center as shown on the Site Plan and such additional roads, driveways, access ways, sidewalks and paths that may exist thereon in the future. Each Owner agrees to properly repair any damage to such easement areas caused by the negligence of its employees, agents or invitees.

12.02 **Maintenance of Storm Water Facilities.** The Association shall be responsible for the care and maintenance of the Storm Water Facilities that are located outside of the public right of way limits in accordance with the Maintenance Standards and the Maintenance Chart attached hereto as **Exhibit I**⁴ and in a manner satisfactory to the City of Mason Engineer's Office, including the replacing of any piping and the maintaining of good appearances around these easement areas. As to detention basins and private drainage easement areas, it shall be the responsibility of the Association to maintain and keep these areas clean and unobstructed and to cut grass or other vegetation growing in these areas consistent with the Maintenance Standards. The Association shall be responsible for any required maintenance of pipes, concrete gutters, fixtures, mechanical devices, or for capital improvements thereto, consistent with the Maintenance Standards.

ARTICLE XIII
GENERAL PROVISIONS

13.01 **Duration.** This Declaration shall run with the land and inure to the benefit of and be enforceable by the Developer, the Association or by the Owner of any Lot and their respective legal representatives, heirs, successors, and assigns. Unless changed or amended as herein provided, the Declaration shall be effective for a term of fifty (50) years from the date that this Declaration is recorded, after which time it shall be automatically extended for consecutive periods of ten (10) years each until and unless terminated pursuant to this Declaration.

13.02 **Notices.** Any notice required to be sent to a Member or an Owner under the provisions of this Declaration shall be deemed to have been properly sent at the time when mailed (or sent by reputable courier (e.g., Federal Express), postage pre-paid with delivery confirmation, to the last known address of the person which appears as the Member or the Owner on the records of the Association at the time of such mailing, or if not available from the Association, such Owner's address on record with the local tax assessor's office. Notwithstanding the foregoing, any notice to the Association, the Developer or the Owner of the DLM Lot shall be mailed, postage pre-paid (or sent by reputable courier (e.g., Federal Express), postage pre-paid with delivery confirmation, to the following addresses (unless and until a notice of change of address with reference to this Declaration is recorded in the Public Records and notice of such change is given by such party to each of the other two of the Developer, Association and Owner of the DLM Lot), as applicable:

Developer:	Western Row Land Developers, Inc. Attn: Ellen Z. Todia 3770 East Surrey Court Rocky River, Ohio 44116
With copy to:	Barron Peck Bennie & Schlemmer Co., LPA Attn: Daniel M. Bennie 3074 Madison Road Cincinnati, Ohio 45209
With copy to:	Traditions Development Group LLC Attn: Scott Humes 4000 Executive Park Drive Suite 250 Cincinnati, Ohio 45241
Association:	WRLD Commercial Owners Association, Inc. Attn: Ellen Z. Todia 3770 East Surrey Court

Rocky River, Ohio 44116

Owner of DLM Lot: Dorothy Lane Market, Inc.
Attn: Norman C. Mayne
2710 Far Hills Avenue
Dayton, OH 45419

With copy to: Pickrel, Shaeffer & Ebling Co., LPA
Attn: Jon M. Rosemeyer, Esq.
40 N. Main Street, 2700 Stratacache Tower
Dayton, OH 45432

Owner of Hotel Lot: Rolling Hills Properties, LLC
Attn: Bimal Patel
310 Culvert Street, Suite 500
Cincinnati, Ohio

With copy to: Taft Stettinius & Hollister LLP
Attn: Hamid Sheikh and Rob McDonald
425 Walnut St., Suite 1800
Cincinnati, Ohio 45202-3957

13.03 **Enforcement.** Enforcement of any provisions of this Declaration shall be by any proceeding at law or in equity against any persons or entities violating or attempting to violate any provision hereof, either to restrain violation or to recover damages, or to enforce any lien created by this Declaration. The failure by the Association, the Developer, or any Owner to enforce any provisions hereof shall in no event be deemed to be a waiver of the right to do so thereafter or to enforce any other provision hereof.

13.04 **Amendment.** Except for those Supplements to the Declaration that the Developer may, pursuant and subject to the terms hereof, execute and record, this Declaration may be amended only by the affirmative vote of at least seventy-five percent (75%) of those Owners directly affected by such amendment, which vote, in any event, must include the Owner of the DLM Lot and the Owner of the Hotel Lot and for so long as the Development Period has not expired the Developer, as evidenced by an instrument signed by at least seventy-five percent (75%) of such Owners, the Owner of the DLM Lot and the Owner of the Hotel Lot and, if the Development Period has not expired, the Developer. No such amendment affecting the DLM Lot or Hotel Lot shall be effective unless such amendment is executed by the Owner of the DLM Lot or the Owner of the Hotel Lot, as applicable. This Declaration may be terminated only by the vote of all the Owners. It shall not be necessary to obtain the consent of any mortgagee of any Lot to any amendment adopted by this Section 12.04 except for an amendment that affects the value or priority of a mortgagee's security interest.

13.05 **Severability.** The invalidation of any provision of this Declaration by judgment

or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.06 **Approval/Consent of Owner of DLM Lot.** With respect to any provision contained in this Declaration pursuant to which the Owner of the DLM Lot and/or the Owner of the Hotel Lot has an express consent or approval right, if the Owner of the DLM Lot and/or the Owner of the Hotel Lot fails to act upon any such matter submitted to it for consent or approval, as required by this Declaration within thirty (30) days after submission thereof in writing, and then fails again to act upon such matter re-submitted to it for its consent or approval, as required by this Declaration within thirty (30) days after such second submission and provided that such second notice includes a statement in ALL CAPS and in bold that such notice is a second notice and that failure to respond within thirty (30) days shall be deemed an approval pursuant to this Declaration, then such matters shall be deemed approved as submitted and no further action by the Developer or the Association shall be required. If the Owner of the DLM Lot and/or the Owner of the Hotel Lot does not approve any such request the reasons for failing to approve or consent shall be stated in writing. The consent and approval of the Owner of the DLM Lot and the Owner of the Hotel Lot shall not be unreasonably withheld or conditioned. This Section 13.06 shall not apply, however, to any request for an amendment to this Declaration or a proposal to enter into any other separate agreement.

ARTICLE XIV

COMPLIANCE WITH LOCAL ORDINANCES

The covenants, restrictions and easements of this Declaration are nevertheless subject to all applicable regulations, ordinances and resolutions promulgated by the City of Mason, Ohio and all other applicable governments pertaining to private and public streets, storm drainage facilities, sewer and utility facilities. In the event of any conflict between this Declaration and such governmental control, the more restrictive shall apply and be enforceable.

ARTICLE XV

ASSOCIATION CONSENT

The Association joins in this Declaration for the purpose of acknowledging the “self-help” provisions granted to the Owner of the DLM Lot and the Owner of the Hotel Lot and, consenting to and agreeing to perform the duties and obligations imposed upon the Association by this Declaration,

[Rest of this page intentionally left blank; signatures on next page.]

IN WITNESS WHEREOF, the Developer and the Association have caused this Declaration to be executed as of the day and year first above written.

Signed and acknowledged in the presence of:

WESTERN ROW LAND DEVELOPERS, INC., an Ohio corporation

By: [Signature]

By: Ellen Z. Todia

Print Name: Dan Vitou

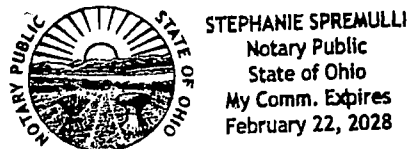
Print Name: Ellen Z. Todia

Title: President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 31st day of August, 2023 by Ellen Z. Todia, the President of Western Row Land Developers, Inc., an Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public




DOCUMENT PREPARED BY:
JAMES E. KIEFER
TRADITIONS DEVELOPMENT GROUP
4006 EXECUTIVE PARK DR.
SUITE 250
CINCINNATI, OH 45241

IN WITNESS WHEREOF, the Developer and the Association have caused this Declaration to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

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

By: 

By: 


Print Name: Dan Vitou

Print Name: Ellen Z. Todia

Title: Declarant

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 31st day of August, 2023 by Ellen Z. Todia, the President of Western Row Land Developers, Inc., an Ohio corporation, the Declarant on behalf of WRLD Commercial Owners Association, Inc., an Ohio not for profit corporation.


Notary Public



STEPHANIE SPREMULLI
Notary Public
State of Ohio
My Comm. Expires
February 22, 2028

CONSENT OF MORTGAGEE

The undersigned, **UNION SAVINGS BANK**, an Ohio banking corporation organized and existing under the laws of the State of Ohio and whose address is 8534 East Kemper Road, Cincinnati, Ohio 45249, Attn: Brenda K. Bingaman (the "Lender"), is the holder of a Mortgage to the real estate described in the foregoing Declaration for WRLD Commercial Owners Association, Inc. from Western Row Land Developers, Inc., an Ohio corporation, dated May 09, 2022, and recorded on May 11, 2022 at Mortgage Record 2022-016043 of the Warren County, Ohio Recorder.

UNION SAVINGS BANK hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Warren County, Ohio. **UNION SAVINGS BANK** hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with all exhibits attached thereto.

IN WITNESS WHEREOF, **UNION SAVINGS BANK** has caused the execution of this Consent of Mortgagee this 31 day of August 2023, by its duly authorized officer.



RANDI SUE MANNING
Notary Public, State of Ohio
My Comm. Expires Feb. 25, 2024

UNION SAVINGS BANK,
an Ohio banking corporation

By: [Signature]
Printed: Brenda Bingaman
Title: EVP

STATE OF OHIO)
)
COUNTY OF HAMILTON) SS:

The foregoing instrument was acknowledged before me this 31 day of August 2023, by Brenda Bingaman, EVP of **UNION SAVINGS BANK**, an Ohio banking corporation, on behalf of the corporation.

[Signature]
Notary Public

LIST OF EXHIBITS:

- Exhibit A – Legal Description of Commercial Center
- Exhibit B – Legal Description of Retail Center
- Exhibit C – Legal Description of DLM lot
- Exhibit D – Legal Description of Hotel Lot
- Exhibit E – Site Plan with Common Facilities
- Exhibit F – Storm Water Facilities
- Exhibit G – Voting Percentages
- Exhibit H – Record Plats for WRLD Subdivision Section 2 and Section 3
- Exhibit I – Storm Water Maintenance Standards and Maintenance Schedule

Exhibit A
(Page 1 of 2)

Legal Description
the "Commercial Center"

Part 1

Legal Description for WRLD Subdivision Lots 5 and 7

Situated in Section 28, Towne 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.

Part 2

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

Situated in Section 28, Towne 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 89-91, 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.

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

Exhibit A
(Page 2 of 2)

SECTION 29, TOWN 4, RANGE 2
SECTION 29, TOWN 4, RANGE 2

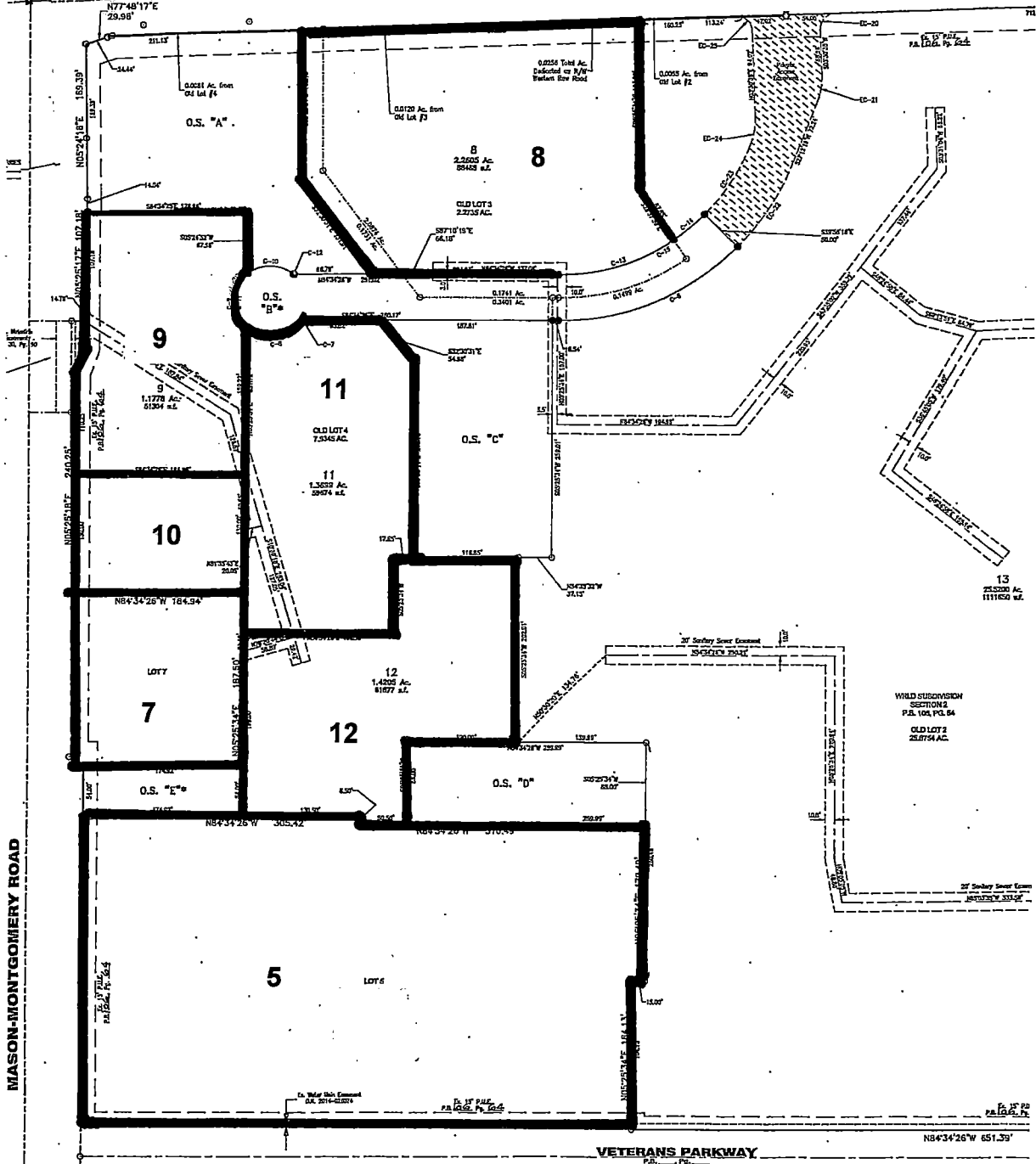


Exhibit B
(Page 1 of 2)

Legal Description
the "Retail Center"

Part 1

Legal Description for WRLD Subdivision Lot 7

Situated in Section 28, Towne 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lot 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.

Part 2

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

Situated in Section 28, Towne 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lots 9, 10, 11, and 12 of **WRLD SUBDIVISION SECTION 3**, recorded in Plat Book 106, Pages 89-91, 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.

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

Exhibit B
(Page 2 of 2)

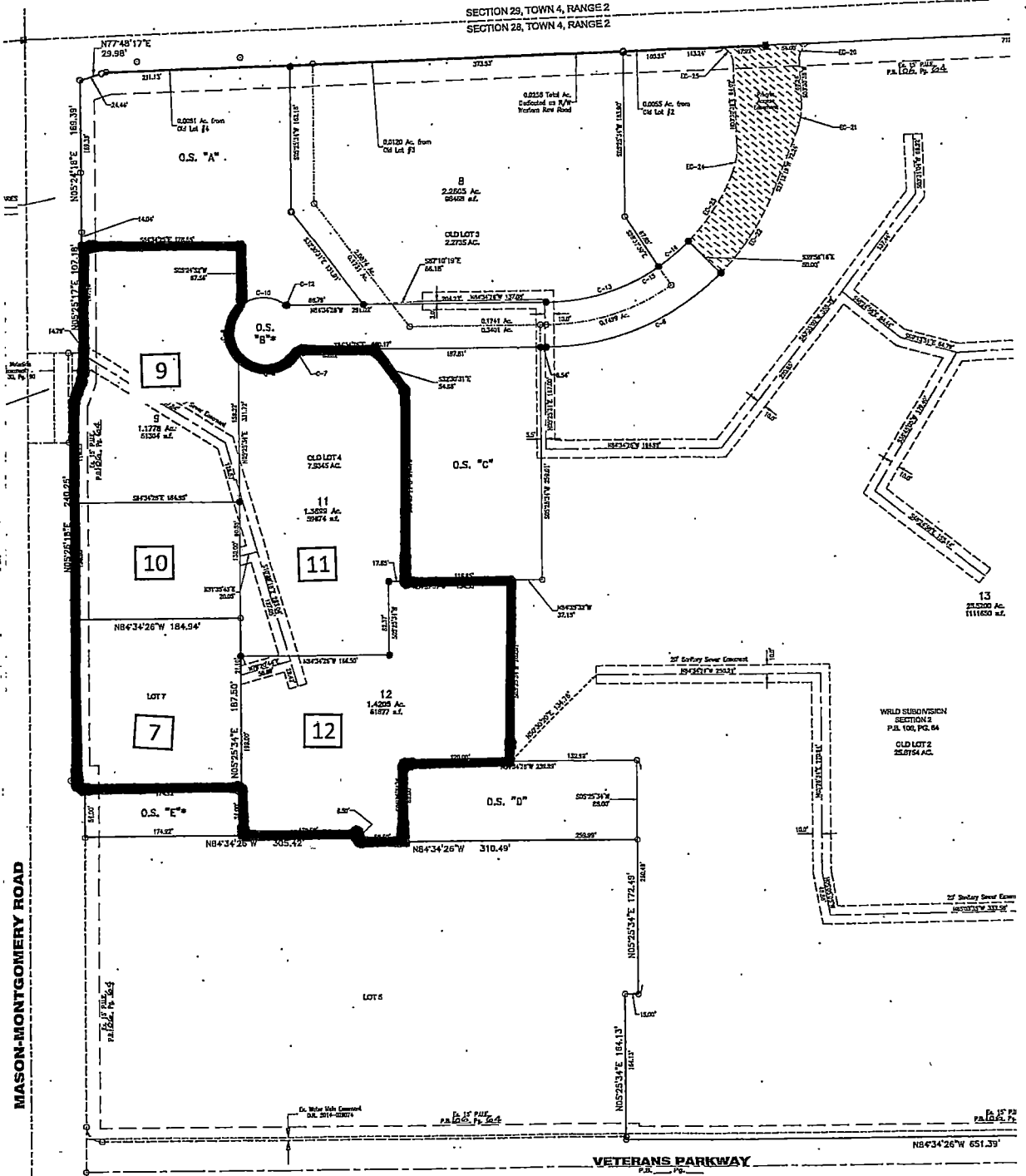


Exhibit C
(Page 1 of 2)

Legal Description
the "DLM Lot"

Legal Description for WRLD Subdivision Lot 5

Situated in Section 28, Towne 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lot 5 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.

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

Exhibit C
(Page 2 of 2)

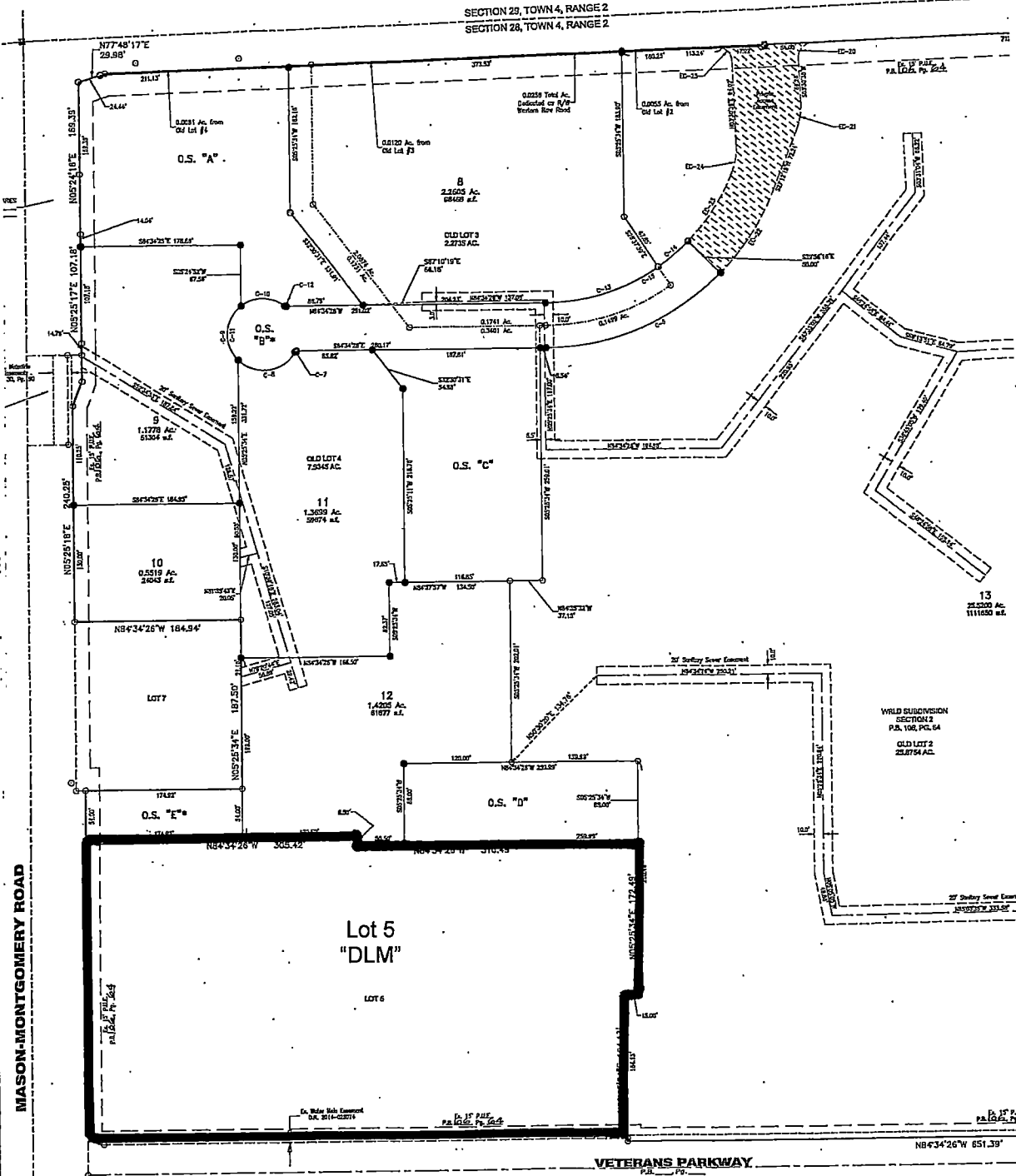


Exhibit D
(Page 1 of 2)

Legal Description
the "Hotel Lot"

Legal Description for WRLD Subdivision Lot 8

Situated in Section 28, Towne 4, Range 2, City of Mason, Warren County, Ohio and being known, numbered and designed as Lot 8 of **WRLD SUBDIVISION SECTION 3**, recorded in Plat Book 106, Pages 89-91, 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.

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

Exhibit D
(Page 2 of 2)

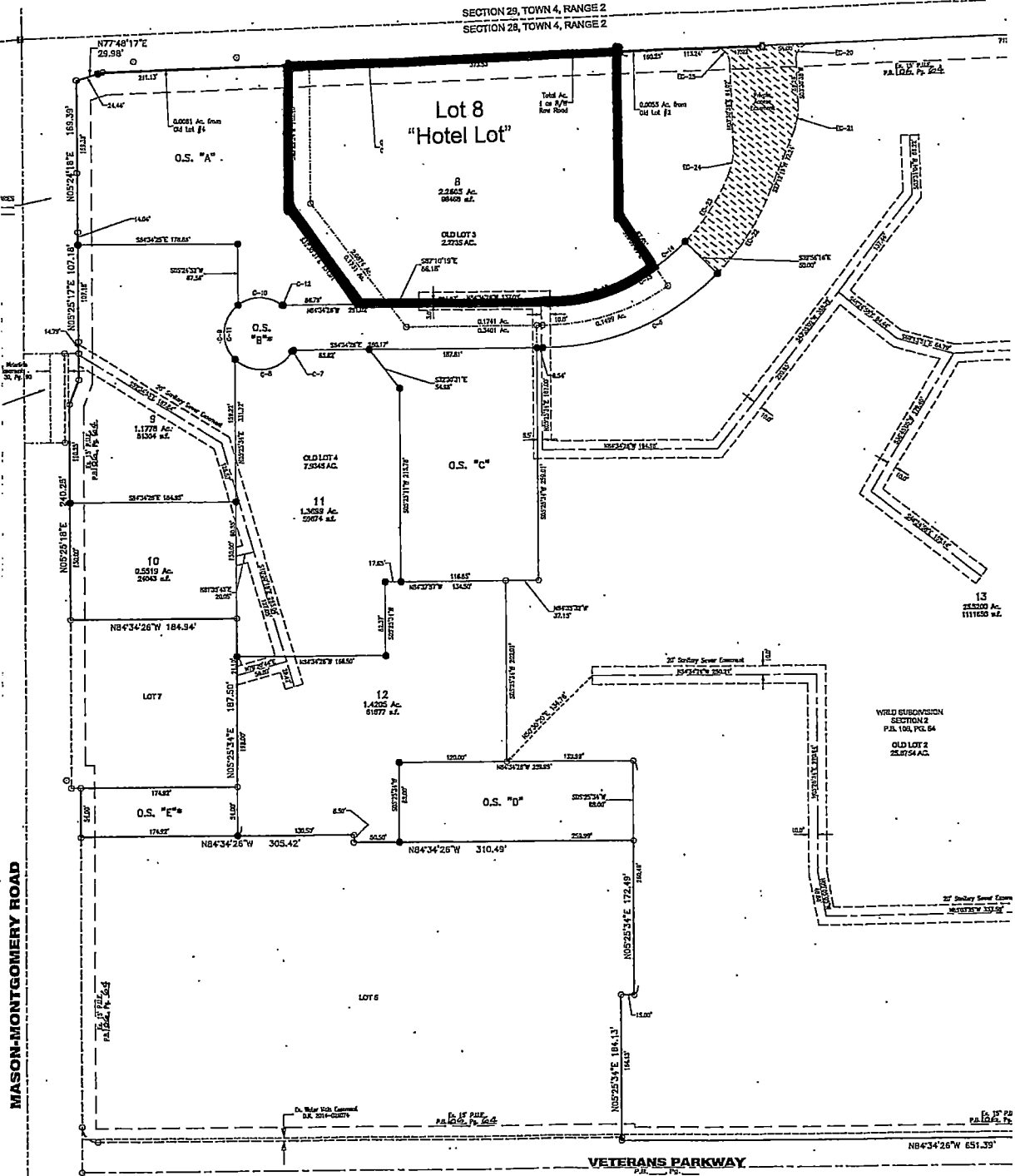


Exhibit E
(Page 1 of 2)

**Common Facilities
and
Maintenance Items**

1. The real property shown as Open Space Lots A, B, C, D, and E on the Subdivision Plat for WRLD Subdivision Section 3 and depicted on the site plan included in this Exhibit E, page 2 of 2.
2. Landscaped and grassed areas and plants and entry features within or along the private and public right of ways, including but not limited to stone entry walls, community signage, irrigation, and lighting.
3. Perimeter fencing located within the property subjected to the Declaration.
4. Street name signs and traffic control signs.
5. Sidewalks located within the open space areas.
6. Storm water detention / retention facilities.
7. Lawn and landscape maintenance, and snow and ice control on OS Lot C.
8. Pavement maintenance including snow and ice control for Open space lots B and E.
9. Pavement maintenance including snow and ice control for the commercial drive aisle area shown on the attached site plan, Exhibit E, page 2 of 2.

Exhibit E
(Page 2 of 2)

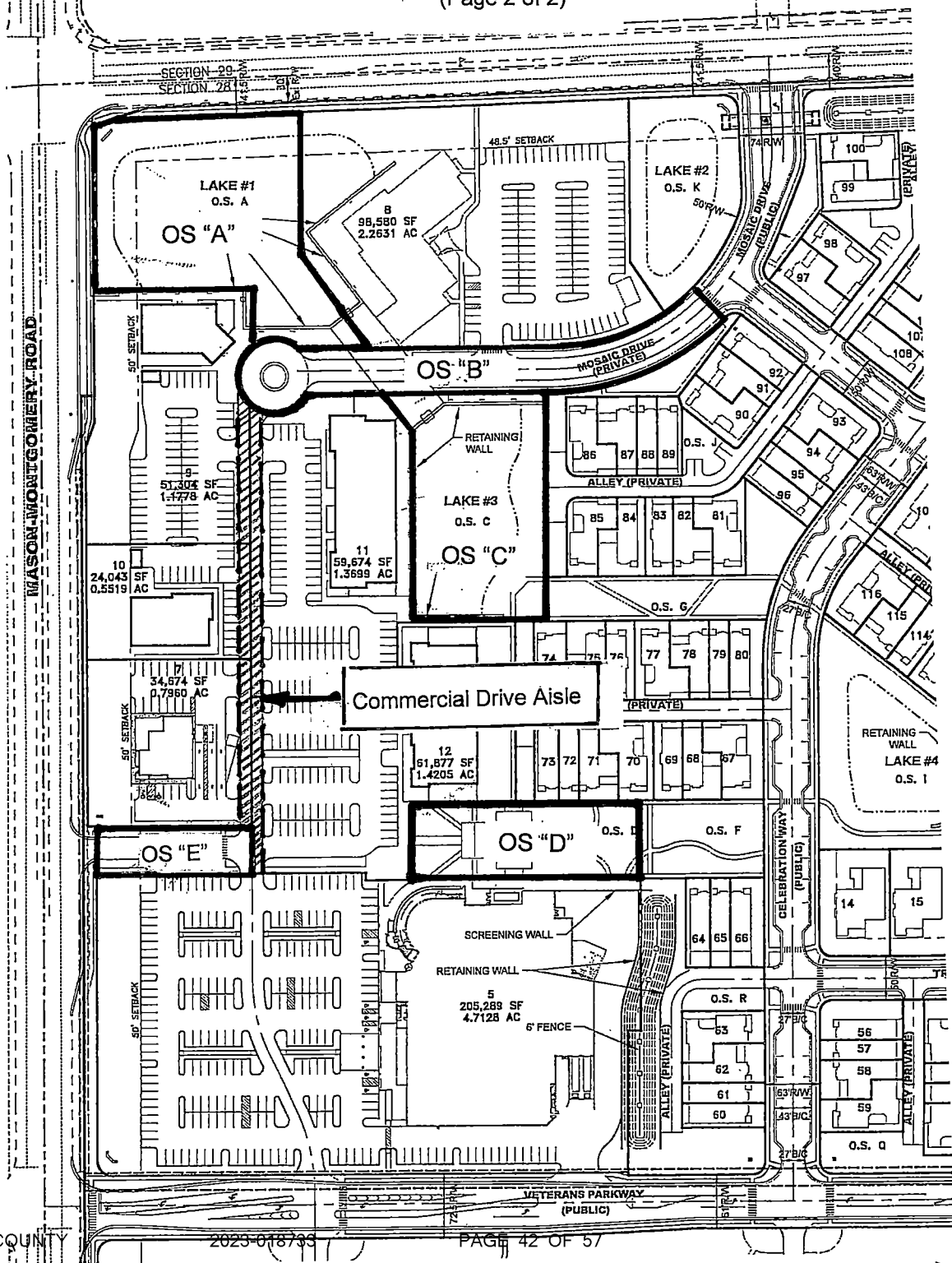


Exhibit F
(Page 1 of 6)

Storm Water Facilities

Storm Water Facilities described below and depicted on the site plans included with this Exhibit F

Part 1

From the construction plans titled “**Mosaic PUD Basin Storm Sewer Plans**”

Item No.	Description	Construction Plan Identification	Record Plan Location
1.	Storm Sewer 42” 34 LF	Between CB75 - HW76	OS Lot C
2.	Storm Sewer 72” 185 LF	Between HW180 - HW 181	OS A,B,C
3.	Storm Sewer 30” 101 LF	Between CB138 – CB139	Lot 8
4.	Storm Sewer 30” 120 LF	Between CB139 – CB140	Lot 8
5.	Storm Sewer 30” 75 LF	Between CB140 – HW141	Lot 8
6.	Storm Sewer 36” 40 LF	Between CB182 – Str.183	Lot 9 – OS A
7.	Storm Sewer Inlet	HW 180 (Headwall)	OS Lot C
8.	Storm Sewer Outlet	HW 181 (Headwall)	OS Lot A
9.	Storm Sewer Outlet	HW 76 (Headwall)	OS Lot C
10.	Storm Sewer Outlet	HW 141 (Headwall)	Lot 8
11.	Storm Inlets CB 75	(Storm Water Catch Basin)	Lot B
12.	Storm Inlets CB 138	(Storm Water Catch Basin)	Lot C
13.	Storm Inlets CB 139	(Storm Water Catch Basin)	Lot 15
14.	Storm Inlets CB 140	(Storm Water Catch Basin)	Lot 10
15.	Overflow Structure CB 182	(Detention Basin Outlet)	Lot A
16.	Storm Structure 183	(9’x9’)	Lot 9
17.	Retention Basin (Lake #1)	(Storm water retention basin)	OS Lot A
18.	Retention Basin (Lake #3)	(Storm water retention basin)	OS Lot C

Part 2

From the construction plans titled “**Mosaic Commercial Access Drive**”

19.	Storm Sewer 12” 70 LF	Between CB79 – CB80	Lot 12
20.	Storm Sewer 15” 75 LF	Between CB80 – CB81	Lot 12
21.	Storm Sewer 15” 39 LF	Between CB81 – HW82	Lots 12
22.	Storm Sewer 12” 16 LF	Between CB151 – CB152	Lot 7
23.	Storm Sewer 15” 24 LF	Between CB152 – CB153	OS Lot E
24.	Storm Sewer 15” 57 LF	Between CB153 – CB154	OS Lot E

Exhibit F
(Page 2 of 6)

Item No.	Description	Construction	Plan Identification	Record Plan Location
25.	Storm Sewer 18"	102 LF	Between CB154 – CB155	OS E / Lot 5
26.	Storm Sewer 24"	18 LF	Between CB155 – CB156	Lot 12
27.	Storm Sewer 12"	111 LF	Between CB156A – CB156	Lot 12 / OS D
28.	Storm Sewer 30"	102 LF	Between CB156 – CB157	Lot 12
29.	Storm Sewer 30"	20 LF	Between CB157 – CB158	Lot 12
30.	Storm Sewer 30"	121 LF	Between CB158 – CB161	Lots 11 / 12
31.	Storm Sewer 12"	153 LF	Between CB160 – CB161	Lots 7 / 11
32.	Storm Sewer 36"	99 LF	Between CB161 – HW162	Lot 11
33.	Storm Sewer 12"	27 LF	Between CB125 – CB126	OS Lot B
34.	Storm Sewer 12"	48 LF	Between CB126 – HW127	OS Lot B
35.	Storm Sewer 12"	27 LF	Between CB173 – CB174	OS Lot B
36.	Storm Sewer 12"	175 LF	Between CB174 – CB176	OS Lot B
37.	Storm Sewer 12"	27 LF	Between CB175 – CB176	OS Lot B
38.	Storm Sewer 15"	112 LF	Between CB176 – CB177	OS Lot B
39.	Storm Sewer 12"	40 LF	Between CB169 – CB168	Lot 11
40.	Storm Sewer 15"	119 LF	Between CB168 – CB171	Lot 11 ₁
41.	Storm Sewer 15"	23 LF	Between CB171 – CB172	Lot 11
41.	Storm Sewer 18"	111 LF	Between CB166 – CB172	Lot 9
42.	Storm Sewer 24"	80 LF	Between CB172 – CB177	OS Lot B
43.	Storm Sewer 24"	17 LF	Between CB177 – wall	OS Lot A
44.	Stm Sewer Outlet	HW 82	(Headwall)	OS Lot C
45.	Stm Sewer Outlet	HW 162	(Headwall)	OS Lot C
46.	Stm Sewer Outlet	HW 76	(Headwall)	OS Lot C
47.	Stm Sewer Outlet	HW 127	(Headwall)	Unplatted OS
48.	Storm Inlets	CB 79	(Storm Water Catch Basin)	Lot 12
49.	Storm Inlets	CB 80	(Storm Water Catch Basin)	Lot 12
50.	Storm Inlets	CB 81	(Storm Water Catch Basin)	Lot 12
51.	Storm Inlets	CB 151	(Storm Water Catch Basin)	Lot 7
52.	Storm Inlets	CB 152	(Storm Water Catch Basin)	OS Lot E
53.	Storm Inlets	CB 153	(Storm Water Catch Basin)	OS Lot E
54.	Storm Inlets	CB 154	(Storm Water Catch Basin)	OS Lot E Lot 5
55.	Storm Inlets	CB 155	(Storm Water Catch Basin)	Lot 5 / Lot 12
56.	Storm Inlets	CB 156	(Storm Water Catch Basin)	Lot 12
57.	Storm Inlets	CB 157	(Storm Water Catch Basin)	Lot 12
58.	Storm Inlets	CB 158	(Storm Water Catch Basin)	Lot 12
59.	Storm Inlets	CB 160	(Storm Water Catch Basin)	Lot 7
60.	Storm Inlets	CB 161	(Storm Water Catch Basin)	Lot 11
61.	Storm Inlets	CB 125	(Storm Water Catch Basin)	OS Lot B

Exhibit F
(Page 3 of 6)

<u>Item No.</u>	<u>Description</u>	<u>Construction Plan Identification</u>	<u>Record Plan Location</u>
62.	Storm Inlets	CB 126 (Storm Water Catch Basin)	OS Lot B
63.	Storm Inlets	CB 173 (Storm Water Catch Basin)	OS Lot B
64.	Storm Inlets	CB 174 (Storm Water Catch Basin)	OS Lot B
65.	Storm Inlets	CB 175 (Storm Water Catch Basin)	OS Lot B
66.	Storm Inlets	CB 176 (Storm Water Catch Basin)	OS Lot B
67.	Storm Inlets	CB 169 (Storm Water Catch Basin)	Lot 11
68.	Storm Inlets	CB 168 (Storm Water Catch Basin)	Lot 11
69.	Storm Inlets	CB 171 (Storm Water Catch Basin)	Lot 11
70.	Storm Inlets	CB 172 (Storm Water Catch Basin)	OS Lot B
71.	Storm Inlets	CB 177 (Storm Water Catch Basin)	OS Lot B

Exhibit F
(Page 4 of 6)

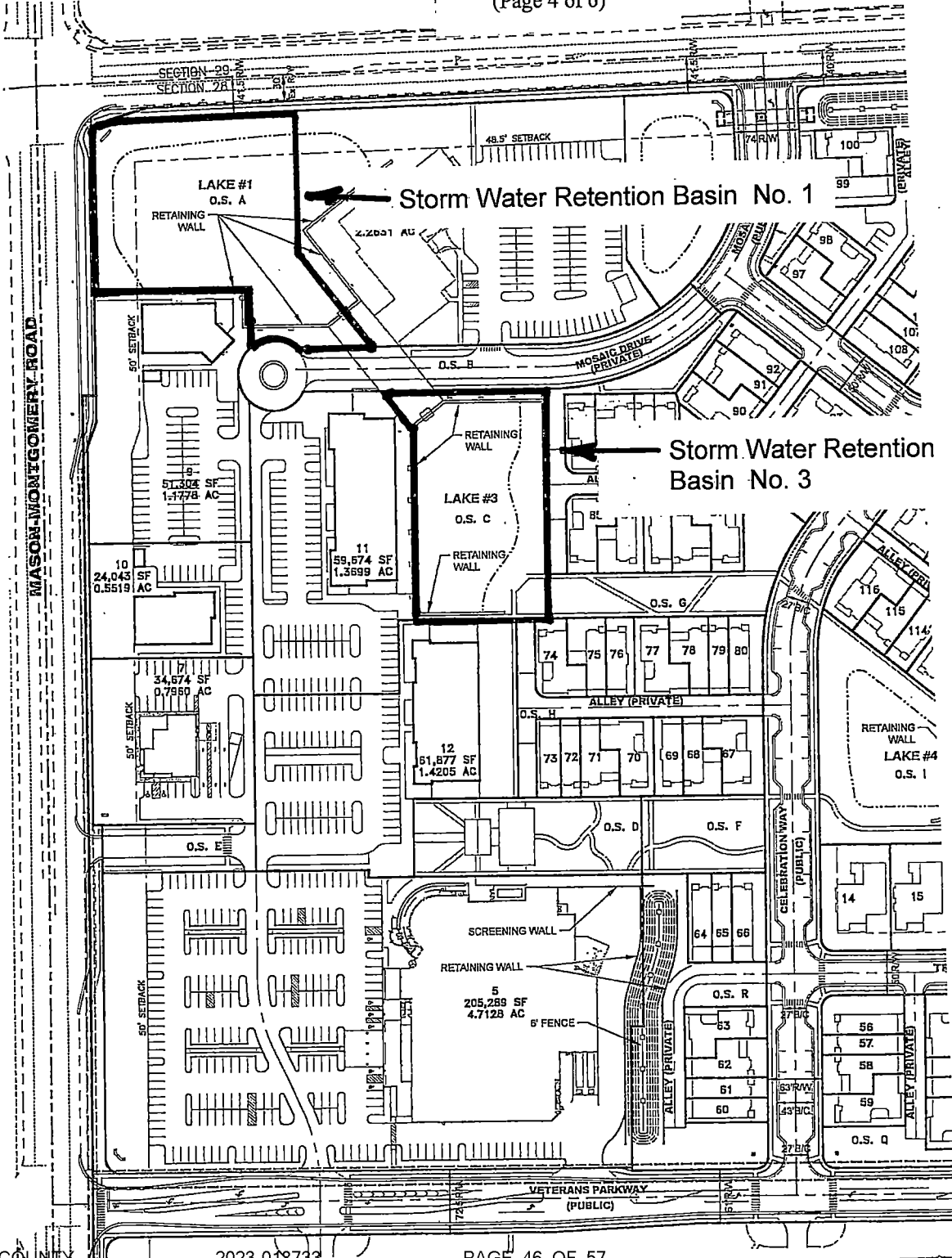


Exhibit F
(Page 5 of 6)

MOSAIC PUD
BASIN STORM SEWER PLANS

SECTION 29, TOWN 4, RANGE 2
CITY OF MASON
WARREN COUNTY, OHIO

UTILITY PLAN - BASIN STORM SEWER

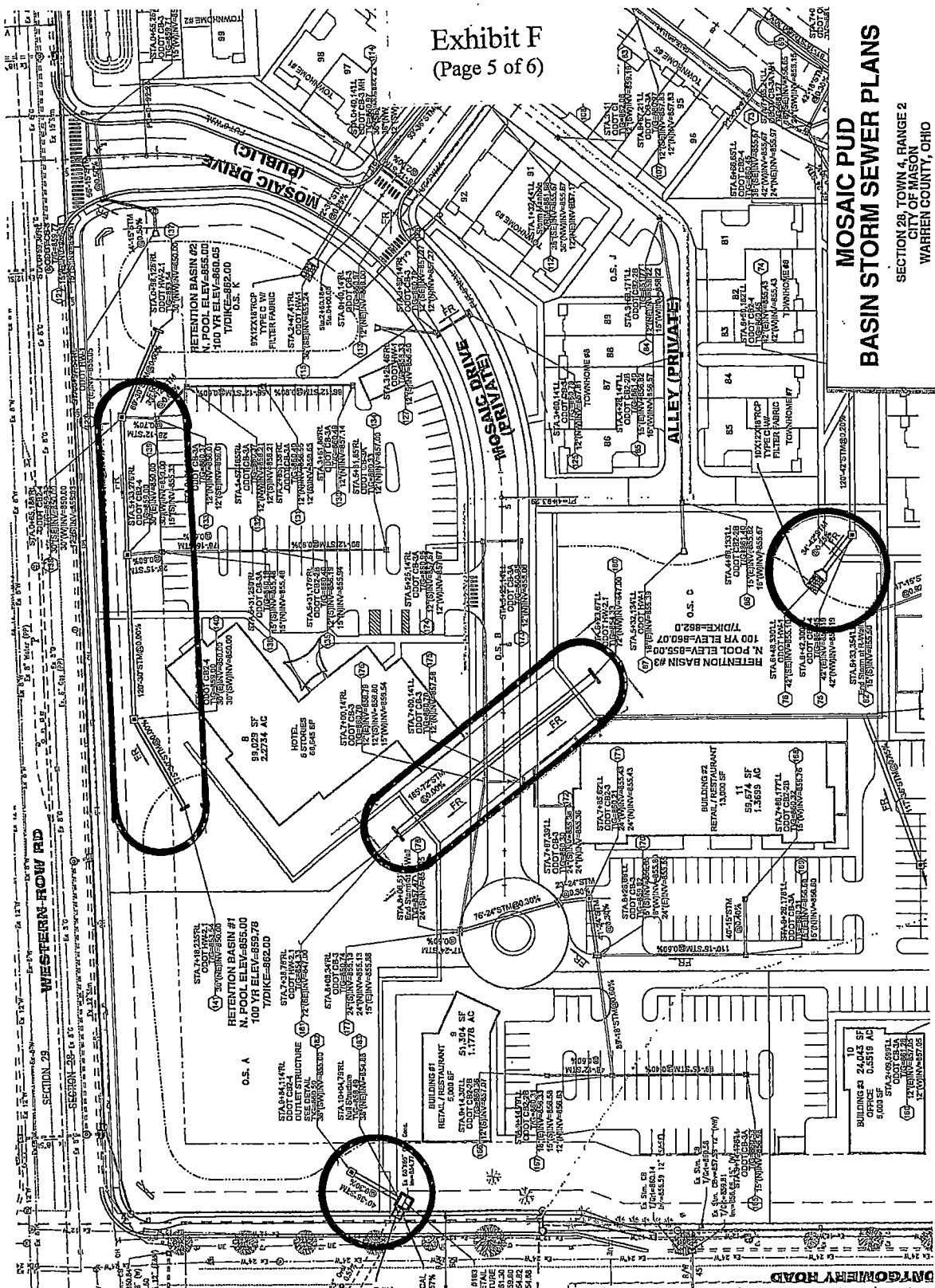
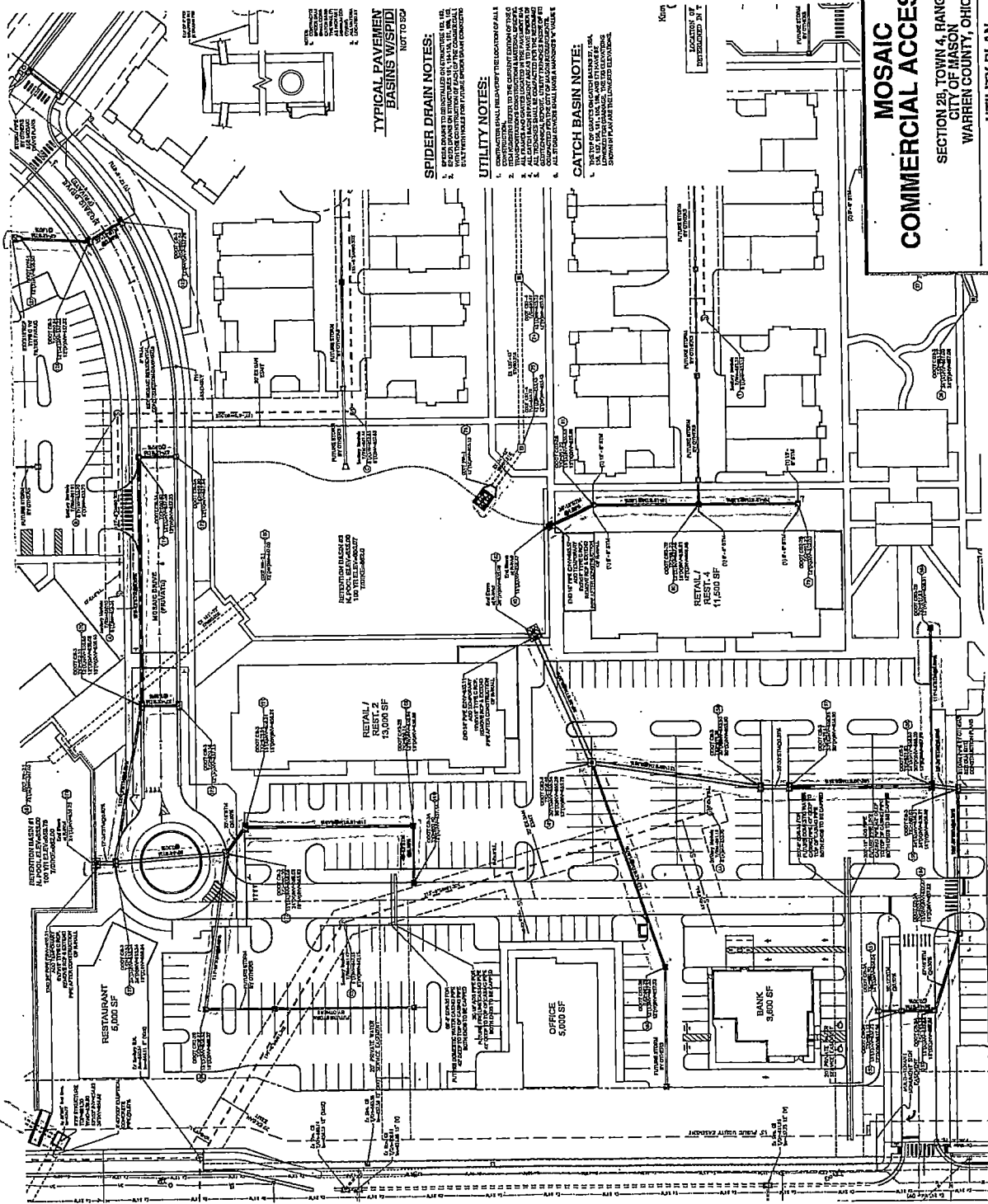


Exhibit F
(Page 6 of 6)

**MOSAIC
COMMERCIAL ACCESS DRIVE**
SECTION 28, TOWN 4, RANGE 2
CITY OF MASON
WARREN COUNTY, OHIO
UTILITY PLAN



TYPICAL PAVEMENT BASINS W/SPIDR NOT TO SCALE

SPIDER DRAIN NOTES:

1. SPIDER DRAIN TO BE INSTALLED ON CONCRETE SLAB, 1/2" BELOW FINISH GRADE OF PAVEMENT.
2. SPIDER DRAIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
3. SPIDER DRAIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
4. SPIDER DRAIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
5. SPIDER DRAIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
6. SPIDER DRAIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.

UTILITY NOTES:

1. ALL UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
2. UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
3. UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
4. UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
5. UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
6. UTILITIES TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

CATCH BASIN NOTE:

1. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
2. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
3. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
4. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
5. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.
6. CATCH BASIN TO BE INSTALLED AT 10' ON CENTER ALONG ALL DRIVEWAYS AND SIDEWALKS.

Exhibit G
(Page 1 of 1)

Voting Percentage

<u>Commercial Lot No.</u>	<u>Area (acreage)</u>	<u>Percent area Ownership</u>
5	4.7128	38.35 %
7	0.7960	6.48 %
8	2.2605	18.39 %
9	1.1778	9.58 %
10	0.5519	4.49 %
11	1.3699	11.15 %
12	1.4205	11.56 %
Total	12.2894	100.00 %

Exhibit H
(Page 1 of 6)

Record Plats
for
WRLD Subdivision Section 2
and
WRLD Subdivision Section 3

WRLD Subdivision Section 2
Plat Book 106
Pages 64 & 65
Warren County, Ohio Official Records

WRLD Subdivision Section 3
Plat Book 106
Pages 89-91
Warren County, Ohio Official Records

[Record Plats depicted on following three (5) pages]

Exhibit H
(Page 3 of 6)



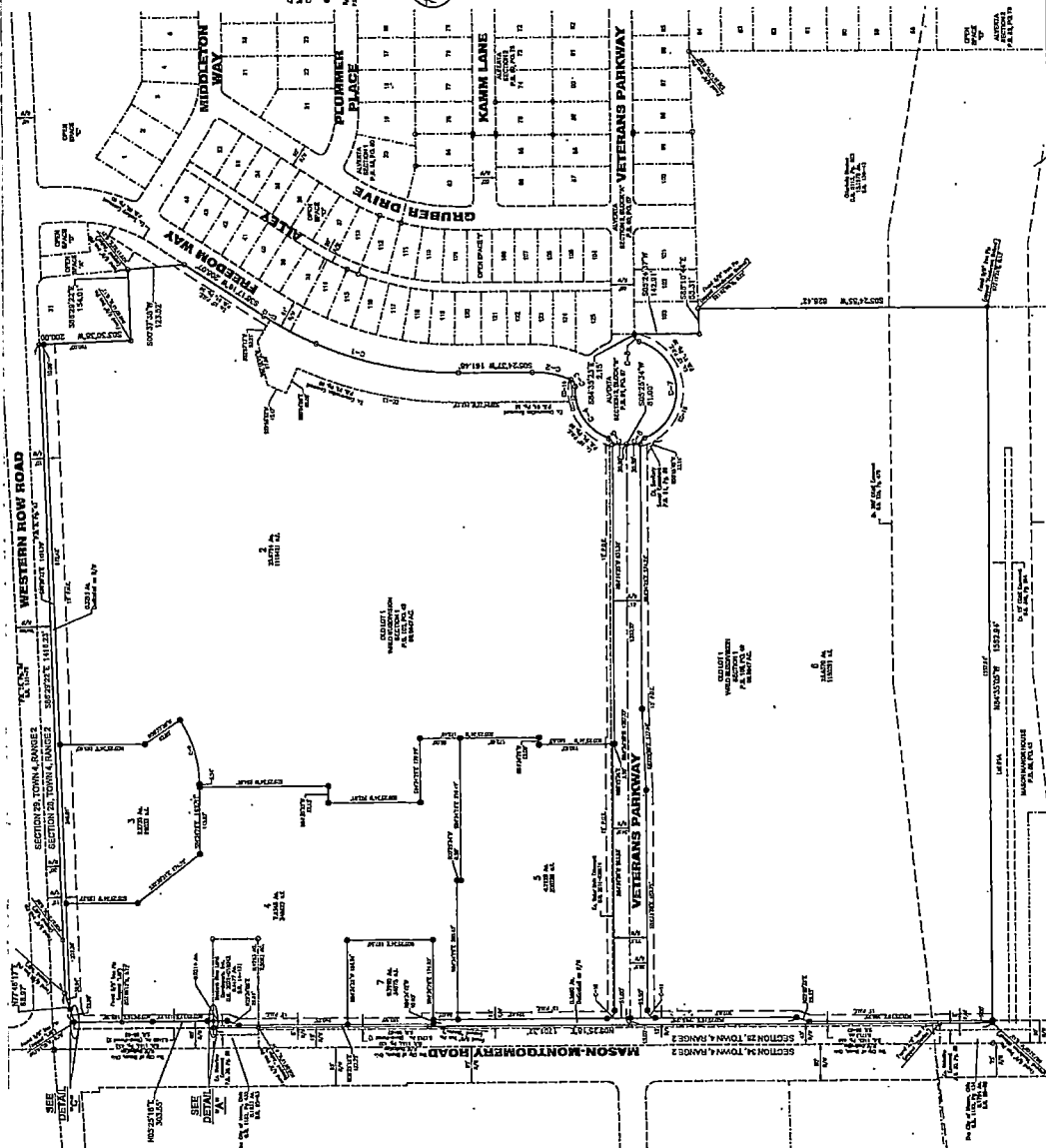
WARREN COUNTY, OHIO
 ENGINEER
 2023-018733

WILD SUBDIVISION, SECTION 2
 RE-PLAN
 CITY OF MASON, WARREN COUNTY, OHIO
 AND OFFICERS OF THE CITY OF MASON
 SECTION 21, TOWN & RANGE 2
 SECTION 22, TOWN & RANGE 2
 SECTION 23, TOWN & RANGE 2
 SECTION 24, TOWN & RANGE 2
 SECTION 25, TOWN & RANGE 2
 SECTION 26, TOWN & RANGE 2
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 SECTION 100, TOWN & RANGE 2

CURVE TABLE			
Chain	Dist	Length	Curve
0+00	100.00	100.00	100.00
0+100	200.00	200.00	200.00
0+200	300.00	300.00	300.00
0+300	400.00	400.00	400.00
0+400	500.00	500.00	500.00
0+500	600.00	600.00	600.00
0+600	700.00	700.00	700.00
0+700	800.00	800.00	800.00
0+800	900.00	900.00	900.00
0+900	1000.00	1000.00	1000.00

LOT LINE CURVE TABLE			
Chain	Dist	Length	Curve
0+00	100.00	100.00	100.00
0+100	200.00	200.00	200.00
0+200	300.00	300.00	300.00
0+300	400.00	400.00	400.00
0+400	500.00	500.00	500.00
0+500	600.00	600.00	600.00
0+600	700.00	700.00	700.00
0+700	800.00	800.00	800.00
0+800	900.00	900.00	900.00
0+900	1000.00	1000.00	1000.00

EASEMENT CURVE TABLE			
Chain	Dist	Length	Curve
0+00	100.00	100.00	100.00
0+100	200.00	200.00	200.00
0+200	300.00	300.00	300.00
0+300	400.00	400.00	400.00
0+400	500.00	500.00	500.00
0+500	600.00	600.00	600.00
0+600	700.00	700.00	700.00
0+700	800.00	800.00	800.00
0+800	900.00	900.00	900.00
0+900	1000.00	1000.00	1000.00



NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS UNLESS OTHERWISE NOTED.

LEGEND:

- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 8. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 9. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS UNLESS OTHERWISE NOTED.

WRLD SUBDIVISION, SECTION 3

35.8834 ACRES
BEING A PART OF
WRLD SUBDIVISION, SECTION 2, 3, 4 & 4
PLAT BOOK 108, PAGE 84
SECTION 28, TOWN 4, RANGE 2 BTM
CITY OF MASON, WARREN COUNTY, OHIO
DECEMBER, 2022

DIED REFERENCE
WRLD SUBDIVISION, SECTION 3, BEING A PART OF THE CITY OF MASON, WARREN COUNTY, OHIO, PLAT BOOK 108, PAGE 84, AS RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO, PLAT BOOK 108, PAGE 84, AS RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO.

OWNERS CONSENT AND DEDICATION
WE, THE UNDERSIGNED OWNERS OF THE WRLD SUBDIVISION, SECTION 3, BEING A PART OF THE CITY OF MASON, WARREN COUNTY, OHIO, PLAT BOOK 108, PAGE 84, AS RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO, DO HEREBY CONSENT TO AND DEDICATE TO THE CITY OF MASON, WARREN COUNTY, OHIO, THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN, FOR THE USE AND BENEFIT OF THE CITY OF MASON, WARREN COUNTY, OHIO, AND THE RESIDENTS OF SAID AREA.

AS SET FORTH IN PARAGRAPHS 1.01 THROUGH 1.05, THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

OWNER: *WRLD DEVELOPMENT, LLC*
PLANNING COMMISSIONER: *[Signature]*
CITY ENGINEER: *[Signature]*
COUNTY ENGINEER: *[Signature]*
COUNTY AUDITOR: *[Signature]*
COUNTY RECORDER: *[Signature]*

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COUNTY AUDITOR: *[Signature]*
COUNTY RECORDER: *[Signature]*

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PLANNING COMMISSIONER: *[Signature]*
CITY ENGINEER: *[Signature]*
COUNTY ENGINEER: *[Signature]*
COUNTY AUDITOR: *[Signature]*
COUNTY RECORDER: *[Signature]*

WRLD SUBDIVISION, SECTION 3
35.8834 ACRES
BEING A PART OF
WRLD SUBDIVISION, SECTION 2, 3, 4 & 4
PLAT BOOK 108, PAGE 84
SECTION 28, TOWN 4, RANGE 2 BTM
CITY OF MASON, WARREN COUNTY, OHIO
DECEMBER, 2022

PLANNING COMMISSION
I HEREBY CERTIFY THAT THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

[Signature]
PLANNING COMMISSIONER

CITY ENGINEER
I HEREBY CERTIFY THAT THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

[Signature]
CITY ENGINEER

COUNTY ENGINEER
I HEREBY CERTIFY THAT THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

[Signature]
COUNTY ENGINEER

CITY AUDITOR
I HEREBY CERTIFY THAT THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

[Signature]
CITY AUDITOR

COUNTY RECORDER
I HEREBY CERTIFY THAT THE CITY OF MASON, WARREN COUNTY, OHIO, HAS ACCEPTED AND APPROVED THE PUBLIC UTILITY EASEMENTS AND CONVEYANCES DESCRIBED HEREIN.

[Signature]
COUNTY RECORDER

SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF OHIO.

[Signature]
SURVEYOR

LINE TABLE

Line	Direction	Distance
L-1	S 84° 17' 11" E	104.84
L-2	S 00° 01' 00" E	200.00
L-3	S 89° 52' 58" E	164.13
L-4	S 84° 51' 58" E	15.07
L-5	S 02° 52' 58" E	310.00
L-6	S 84° 51' 58" E	200.00
L-7	N 84° 51' 58" E	104.84
L-8	S 84° 51' 58" E	15.07
L-9	S 89° 52' 58" E	164.13
L-10	S 00° 01' 00" E	200.00
L-11	S 84° 17' 11" E	104.84

LINE TABLE

Line	Direction	Distance
L-12	S 84° 17' 11" E	104.84
L-13	S 00° 01' 00" E	200.00
L-14	S 89° 52' 58" E	164.13
L-15	S 84° 51' 58" E	15.07
L-16	S 02° 52' 58" E	310.00
L-17	S 84° 51' 58" E	200.00
L-18	N 84° 51' 58" E	104.84
L-19	S 84° 51' 58" E	15.07
L-20	S 89° 52' 58" E	164.13
L-21	S 00° 01' 00" E	200.00
L-22	S 84° 17' 11" E	104.84

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT IS GRANTED TO THE CITY OF MASON, WARREN COUNTY, OHIO, FOR THE USE AND BENEFIT OF THE CITY OF MASON, WARREN COUNTY, OHIO, AND THE RESIDENTS OF SAID AREA.

DIVIDED GRANT OF PUBLIC UTILITY EASEMENT

THIS GRANT OF PUBLIC UTILITY EASEMENT IS GRANTED TO THE CITY OF MASON, WARREN COUNTY, OHIO, FOR THE USE AND BENEFIT OF THE CITY OF MASON, WARREN COUNTY, OHIO, AND THE RESIDENTS OF SAID AREA.

CURVE TABLE

Curve	Radius	Length	Chord
C-1	500.00'	42.43'	81.0000' @ 44.40°
C-2	500.00'	42.43'	81.0000' @ 44.40°
C-3	500.00'	42.43'	81.0000' @ 44.40°
C-4	500.00'	42.43'	81.0000' @ 44.40°
C-5	500.00'	42.43'	81.0000' @ 44.40°

Exhibit H
(Page 4 of 6)

WRLD SUBDIVISION, SECTION 3
WARREN COUNTY, OHIO
RE-PLAT

1/3
bayer
COUNTY RECORDER
COUNTY ENGINEER
COUNTY AUDITOR
PLANNING COMMISSIONER

WARREN COUNTY, OHIO
COUNTY RECORDER
COUNTY ENGINEER
COUNTY AUDITOR
PLANNING COMMISSIONER

B106 P 81

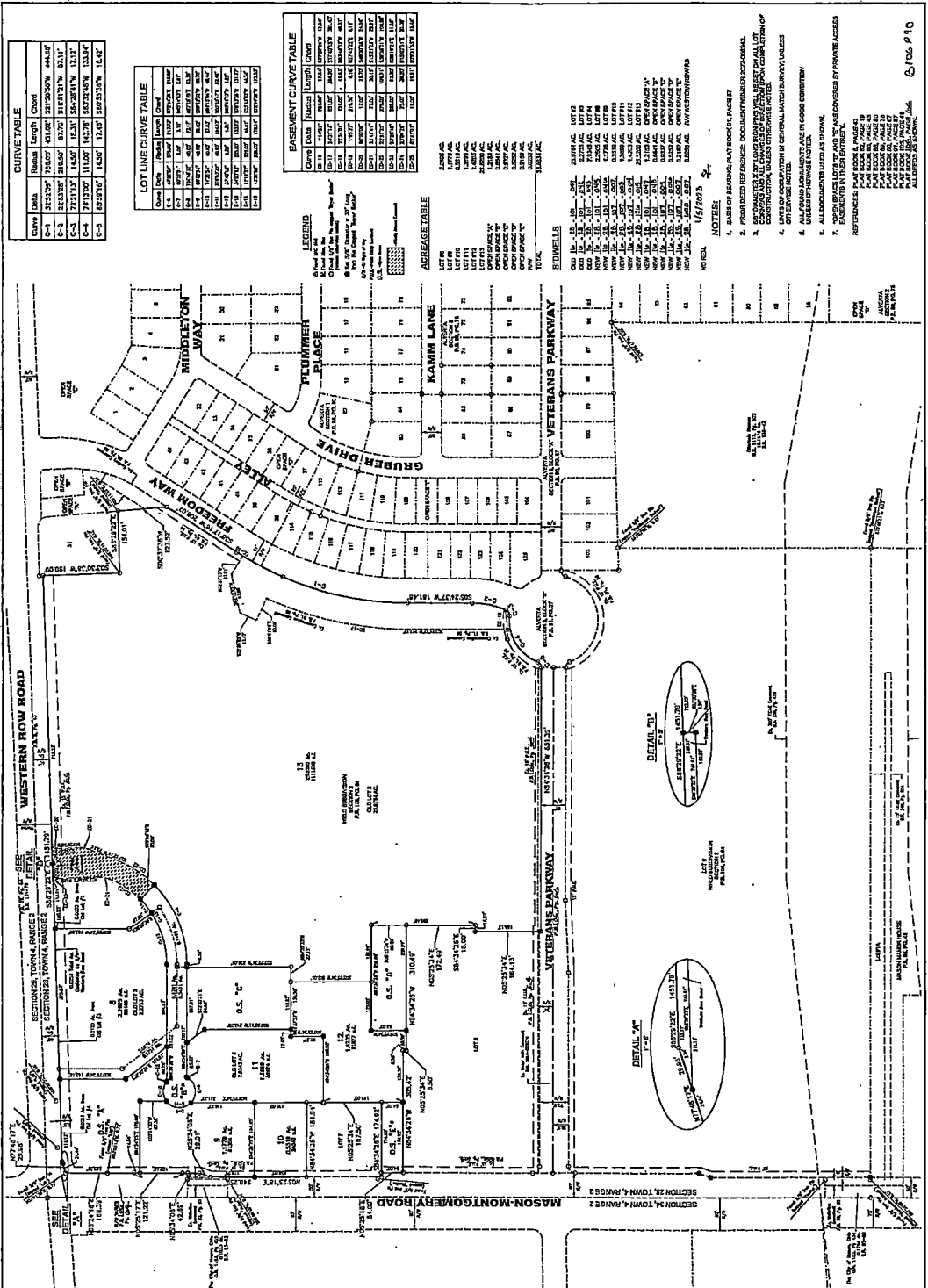


Exhibit H (Page 5 of 6)

WORLD SUBDIVISION, SECTION 3

Becker

2/3



Curve Data	Radius	Length	Chord
C-1	252.32'	185.07'	217.93'
C-2	252.32'	185.07'	217.93'
C-3	252.32'	185.07'	217.93'
C-4	252.32'	185.07'	217.93'
C-5	252.32'	185.07'	217.93'
C-6	252.32'	185.07'	217.93'
C-7	252.32'	185.07'	217.93'
C-8	252.32'	185.07'	217.93'
C-9	252.32'	185.07'	217.93'
C-10	252.32'	185.07'	217.93'

Curve Data	Radius	Length	Chord
C-1	252.32'	185.07'	217.93'
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C-3	252.32'	185.07'	217.93'
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C-9	252.32'	185.07'	217.93'
C-10	252.32'	185.07'	217.93'

Curve Data	Radius	Length	Chord
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C-2	252.32'	185.07'	217.93'
C-3	252.32'	185.07'	217.93'
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C-5	252.32'	185.07'	217.93'
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C-7	252.32'	185.07'	217.93'
C-8	252.32'	185.07'	217.93'
C-9	252.32'	185.07'	217.93'
C-10	252.32'	185.07'	217.93'

LEGEND

1. All areas are shown in accordance with the survey.

2. All areas are shown in accordance with the survey.

3. All areas are shown in accordance with the survey.

4. All areas are shown in accordance with the survey.

ADJUSTABLE

1. All areas are shown in accordance with the survey.

2. All areas are shown in accordance with the survey.

3. All areas are shown in accordance with the survey.

4. All areas are shown in accordance with the survey.

NOTES:

1. ALL AREAS ARE SHOWN IN ACCORDANCE WITH THE SURVEY.
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10. ALL AREAS ARE SHOWN IN ACCORDANCE WITH THE SURVEY.



Exhibit H (Page 6 of 6)

RE-PLAT
WARREN COUNTY, OHIO
SECTION 3
WORLD SUBDIVISION, SECTION 3
DRAFTING & SURVEYING, L.L.C.
10000 W. STATE ST.
COLUMBUS, OHIO 43240

bayer becker
CIVIL ENGINEERS & SURVEYORS
10000 W. STATE ST.
COLUMBUS, OHIO 43240
SECTION 3
10/10/20

3/3

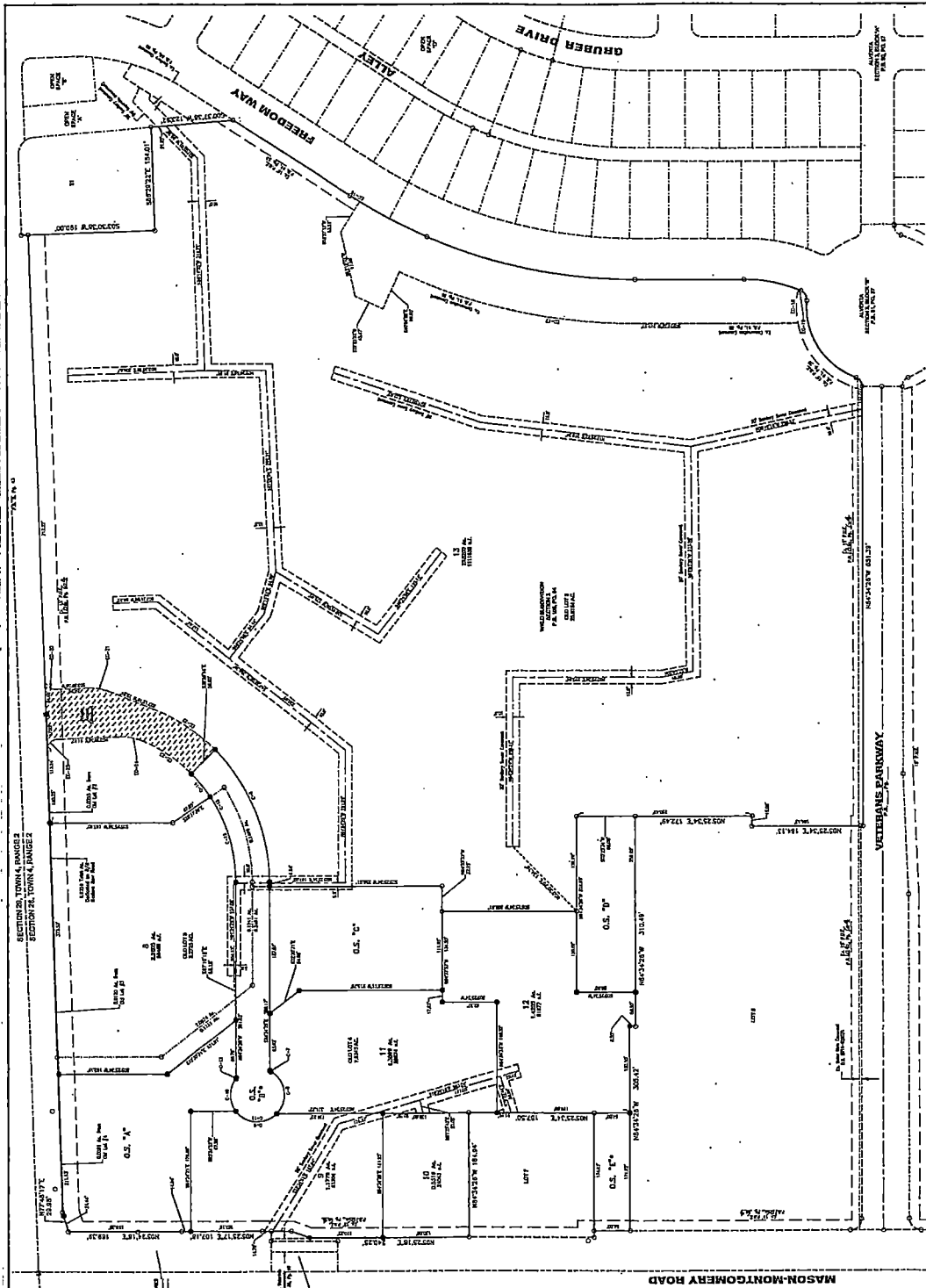


Exhibit I
(Page 1 of 2)

Storm Water Facilities Maintenance Standards
and
Maintenance Schedule

Item	Inspection Period	Maintenance Procedure
Storm Sewer Manhole	Yearly	<p>A. Visually inspect for blockage / debris. i. Clear all blockage and remove debris</p> <p>B. Secure all manhole covers.</p>
Storm Sewers	Yearly	<p>A. Visually inspect for blockages and siltation i. Clear all blockages.</p> <p>ii. Flush siltation where depth of siltation build-up exceeds 25% of pipe diameter.</p>
Storm Sewer Inlets	Yearly	<p>A. Visually inspect for blockage, debris, and siltation. i. Clear all blockages and remove debris. ii. Check that all street grates are secure.</p>
Storm Sewer Outlets	Yearly	<p>A. Visually inspect for blockage / debris i. Clear all blockage and remove debris.</p> <p>ii. In case where paved aprons, rip-rap channels or other flow retarding facilities extend beyond storm sewer outlet, such facilities should be cleaned of blockages and siltation.</p>

Exhibit I
(Page 2 of 2)

Item	Inspection Period	Maintenance Procedure
Drainage Channels	Yearly	<p>A. Visually inspect along the length of the drainage channel for any obstruction or blockage that would restrict the overland flow of water.</p> <p style="padding-left: 40px;">i. Clear channel of any obstruction / blockage.</p> <p style="padding-left: 40px;">ii. Where the channel is a grassed swale, a minimum yearly mowing should be provided.</p>
Retention Basin	Yearly	<p>A. Check for loose debris around basin perimeter</p> <p style="padding-left: 40px;">i. Remove all debris.</p>
Retention Basin Outlet Structure	Yearly	<p>A. Visually inspect for blockage by debris and siltation</p> <p style="padding-left: 40px;">i. Remove debris and siltation and assure clearance of all inlet ports.</p> <p style="padding-left: 40px;">ii. Secure lids / or grating.</p>