CITY OF PATASKALA PLANNING AND ZONING COMMISSION

City Hall, Council Chambers
621 West Broad Street
Pataskala, Ohio 43062

STAFF REPORT

June 1, 2022

Final Plan Application FP-22-003

Applicants:	Grand Communities, LLC.
Owner:	Grand Communities, LLC.
Location:	200 W Broad Street (PID: 064-307692-00.165)
Acreage:	+/- 5.85-acres
Zoning:	R-10- High Density Residential
Request:	Requesting approval of a Final Plan for Heron Manor Section 4, consisting of 17 lots, pursuant to Section 1113.28 of the Pataskala Code.

Description of the Request:
The applicant is seeking approval of the Final Development Plan for Section 4 of the Heron Manor Subdivision pursuant to Section 1255.13 of the Pataskala Code.

Staff Summary:
The Amended Preliminary Plan for Heron Manor was approved by the Planning and Zoning Commission on June 5, 2019. It was approved with the condition that the Rezoning Application (ZON-18-012) for a 4.85-acre section at the front of the proposed subdivision that was previously zoned GB to be rezoned R-10, consistent with the rest of the proposed Heron Manor, be approved by City Council. ZON-18-012 was approved by City Council on June 17, 2019 (Ordinance 2019-4334).

The Board of Zoning Appeals approved two (2) variances for Heron Manor. The first, a variance from Section 1283.05(A) of the Pataskala Code to allow for the spacing of street trees every 50-feet, instead of the required 30-feet. And the second, from Section 1295.09(b)(8) to allow for the installation of a permanent subdivision identification sign to be a 'hanging sign' instead of the required monument sign (VA-19-021).

As approved, the entire proposed Heron Manor consists of approximately 46.60-acres of land and 145 proposed lots. Heron Manor utilizes the cluster housing regulations pursuant to Section 1275 of the Pataskala Code. Cluster housing is intended to promote the preservation of open and natural areas, reduce development costs, and provide for flexible development. Density of the subdivision is 3.72 units per acre, and there is 10.18-acres of open space held in reserve, or 21.94%.

Phase	FDP Approval Date	# of Lots	Status
1	June 6, 2020	31	Under Construction
2	June 6, 2020	32	Under Construction
3	June 2, 2021	17	Pending
4	Pending	17	Future Development
5	n/a	31	Future Development
6	n/a	16	Future Development

The Heron Manor Preliminary Plan (PP-19-002) was approved with the following conditions:

1. The applicant shall address all comments and questions of the Planning and Zoning Department.
2. The applicant shall address all comments and questions of the City Engineer.
3. The applicant shall address all comments and questions of the Utility Department.
4. The applicant shall address all comments and questions of the Public Service Department.
5. Rezoning Application ZON-18-012 shall be approved by City Council.
6. The applicant will coordinate with the USPS and City staff in determining an appropriate location for the required Cluster Box Units.
7. All construction traffic shall be routed through Heron Manor

Staff Review: *The following summary does not constitute recommendations but merely conclusions and suggestions from staff.*

Planning and Zoning Staff:

- The Applicant has addressed the conditions placed on the approval of the Preliminary Plan (PP-19-002).
- Include a Site Statistics Table as was done with the previous sections on the title page.

Public Service Director (Full comments attached)
Previous comments have been addressed. Construction Plans approved.

City Engineer (Full comments attached)
All engineering related comments have been addressed. Construction Plans approved.

Pataskala Utilities (Full comments attached)
No comments. Construction Plans approved.

Surrounding Area:

Direction	Zoning	Land Use
North	R-10 – High Density Residential	Future Development
East	R-10 – High Density Residential	Settlement of Pataskala
South	R-10 – High Density Residential	Heron Manor Section 3
West	R-10 – High Density Residential	Future Development

Final Development Plan Approval:

According to Section 1255.20 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a final development plan if the proposal:

a. The Final Development Plan conforms in all pertinent respects to the approved Preliminary Development Plan, provided that the Planning and Zoning Commission may authorize plans amended as specified in Section 1255.14.
b. That the proposed development advances the general health and safety of the City of Pataskala.
c. That the Planning and Zoning Commission is satisfied that the developer has provided sufficient guarantees or demonstrates possession of the requisite financial resources to complete the project.
d. That the interior road system, proposed parking, and any off-site improvements are suitable, safe, and adequate to carry anticipated vehicular and pedestrian traffic generated by and within the proposed development and to adjacent property.
e. The development has adequate public services and open spaces.
f. The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with any applicable regulations.
g. The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity.
h. Signs, as shown on the submitted sign plan, will be of a coordinated effect throughout the planned district, and with adjacent development; are of appropriate size, scale, design, and relationship with principal buildings the site and surroundings, so as to maintain safe and orderly pedestrian and vehicular circulation.
i. The landscape plan adequately enhances the principal buildings and site; maintains existing trees to the extent possible; buffers adjacent incompatible uses; breaks up large expanses of pavement with natural materials; and utilizes appropriate plant selections of the buildings, site and climate.
j. That the existing and proposed utilities, including water and sewer service, and drainage will be adequate for the population densities and nonresidential uses proposed in the Planned Development District and complies with applicable regulations established by the City or any other governmental entity which may have jurisdiction over such matters.
k. Phases of projects are planned so that these conditions are complied with to meet the needs of that phase upon its completion.
l. That any other items shown in the final development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

Department and Agency Review

- Zoning Inspector – No Comments.
- City Engineer – See attached.
- Public Service – See attached.
- Pataskala Utilities – See attached.
- Police Department – No Comments.
- West Licking Joint Fire District – No comments.
- Licking Heights School District – No Comments.

Modifications:

Should the Planning and Zoning Commission choose to approve the applicant's request, the following modifications may be considered:

1. The Applicant shall address all comments from Planning and Zoning Staff.
2. After all comments and questions have been addressed the Applicant shall submit a mylar copy of the revised Final Development Plan to the Planning and Zoning Department for signatures and records.

Resolution:

For your convenience, the following resolution may be considered by the Planning and Zoning Commission when making a motion:

"I move to approve Application number FP-22-003 pursuant to Section 1225.13 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."

From: Alan Haines
To: Jack Kuntzman
Subject: RE: Pataskala PZC Review Memo for 06-01-2022
Date: Tuesday, May 24, 2022 4:20:20 PM

Jack,

Good afternoon. My comments regarding the applications at the subject meeting are as follows:

1. ZON-21-005
    a. My previous comments have been acknowledged and addressed appropriately. Any remaining items can be worked out during engineering plan review.
2. FP-22-003
    a. My previous comments have been acknowledged and addressed appropriately. Any remaining items can be worked out during engineering plan review.

Let me know if questions.

Regards,

Alan W. Haines, P.E.
Public Service Director
City of Pataskala

621 W. Broad St.
Suite 2B
Pataskala, Ohio 43062

Office: 740-927-0145
Cell: 614-746-5365
Fax: 740-927-0228

From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Wednesday, May 11, 2022 1:55 PM
To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; kperkins@laca.org; Chris Sharrock <csharrock@ci.pataskala.oh.us>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Fulton <sfulton@ci.pataskala.oh.us>; Lisa Paxton <lpaxton@ci.pataskala.oh.us>
Subject: Pataskala PZC Review Memo for 06-01-2022

Good Afternoon Everyone,

You are receiving this email because one or more of the Applications submitted for the **July 1, 2022** Planning and Zoning Commission is within your jurisdiction. Please see the list below for which Applications are being submitted for your review.

ZON-21-005 (REVISED PLANS): Felix Dellibovi, Jim Roberts, Bruce Brooks, Doug White, Philip Wagner, Scott Morris, CJ Gilcher, Alan Haines.

From:	Scott Haines
To:	Jack Kuntzman; Felix Dellibovi; Jim Roberts; Bruce Brooks; Doug White; Philip Wagner; kperkins@laca.org; Chris Sharrock; Alan Haines
Cc:	Scott Fulton; Lisa Paxton
Subject:	RE: Pataskala PZC Review Memo for 06-01-2022
Date:	Monday, May 23, 2022 9:10:09 AM

CAUTION: This email message came from an external (non-city) email account. Do not click on any links within the message or attachments to the message unless you recognize the sender's email account and trust the content.

Jack

Verdantas has reviewed the PZC Applications and offer the following comments:

1. **ZON-21-005**
    a. The minimum Center line radius is 150' per 1117.10. The first radius off Hollow Road does not meet these criteria.
    b. The Center Line angle does not meet the preferred recommend 90-degree angle per 1117.10. This criteria needs to be meet or the reasoning for not meeting provided.
    c. Comments from the Public Service Director from November still apply.
2. **FP-22-003**
    a. All engineering elated comments have been addressed.

Thank You

Scott R. Haines, PE,CPESC
Senior Project Manager
O. 740.344.5451 | D. 740.224.0839
59 Grant Street, Newark, Ohio 43055

From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Wednesday, May 11, 2022 1:55 PM
To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; kperkins@laca.org; Chris Sharrock <csharrock@ci.pataskala.oh.us>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Fulton <sfulton@ci.pataskala.oh.us>; Lisa Paxton <lpaxton@ci.pataskala.oh.us>
Subject: Pataskala PZC Review Memo for 06-01-2022

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon Everyone,

From:	Chris Sharrock
To:	Jack Kuntzman; Felix Dellibovi; Jim Roberts; Scott Haines; Bruce Brooks; Doug White; Philip Wagner; kperkins@laca.org; Alan Haines
Cc:	Scott Fulton; Lisa Paxton
Subject:	RE: Pataskala PZC Review Memo for 06-01-2022
Date:	Wednesday, May 11, 2022 2:45:52 PM
Attachments:	image001.png

Jack,

For **FP-22-003** the Utility Department has no comment.

Thank you,

Chris Sharrock
City of Pataskala
Utility Director
430 South Main Street
csharrock@ci.pataskala.oh.us
Office: (740) 927-4134
Cell: (614) 554-2799

"The soldier is the Army. No army is better than its soldiers." – Gen George Patton

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From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Wednesday, May 11, 2022 1:55 PM
To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; kperkins@laca.org; Chris Sharrock <csharrock@ci.pataskala.oh.us>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Fulton <sfulton@ci.pataskala.oh.us>; Lisa Paxton <lpaxton@ci.pataskala.oh.us>
Subject: Pataskala PZC Review Memo for 06-01-2022

Good Afternoon Everyone,

You are receiving this email because one or more of the Applications submitted for the **July 1, 2022** Planning and Zoning Commission is within your jurisdiction. Please see the list below for which Applications are being submitted for your review.

ZON-21-005 (REVISED PLANS): Felix Dellibovi, Jim Roberts, Bruce Brooks, Doug White, Philip

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

781 Science Boulevard
Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

21-0008-644

May 4, 2022

Mr. Scott Fulton
Director of Planning
City of Pataskala
621 West Broad Street, Suite 2-A
Pataskala, Ohio 43062

RE: Heron Manor Section 4
West Broad Street
Final Development Plan Submittal

Dear Mr. Fulton,

With this letter we are submitting a Final Development Plan for Heron Manor Section 4, located on the north side of Broad Street, west of and directly adjacent to the Settlement of Pataskala subdivision in the City of Pataskala. The project includes 5.85 acres of land and 17 single family lots as approved with the Heron Manor Amended Preliminary Plan in June of 2019.

Included with this submittal are the following items:

- 14 - 2 Completed Final Development Plan Application
- 14 – 8 Final Development Plan
- 14 - 5 Landscaping/Signage/Tree Preservation Plan
- 14 – 1 CBU Location Map
- 14 – 1 Address List
- 14 – 1 Area Map
- 14 – 5 Copy of Recorded Deed
- 14 – 1 Survey from Recorded Deed
- 14 – 63 Sample Deed Covenants and Restrictions
- 1 – 1 Check No. 629425 in Amount of $1,000.00 for Payment of Application Fee
- 1 – 1 Check No. 629426 in Amount of $2,500.00 for Payment of Engineering Review Fee
- 1 – 1 CD Containing PDF Format Copies of Above-Listed Items

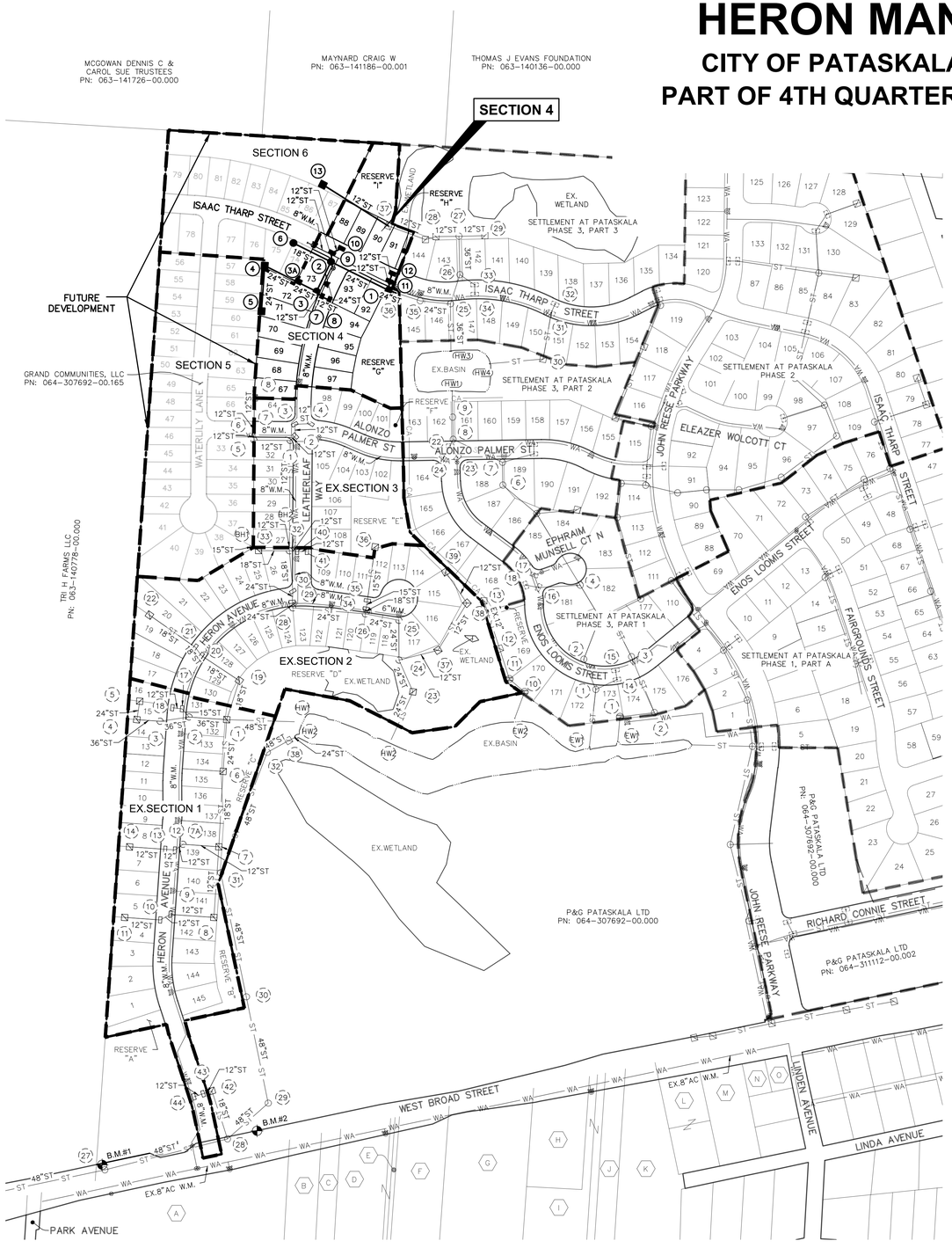
Should you have any questions or require additional information, please contact me at your convenience.

Sincerely,
ADVANCED CIVIL DESIGN

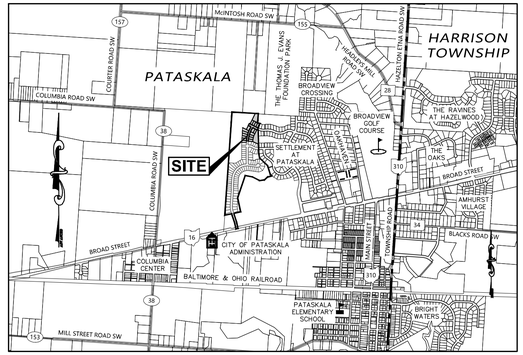
David D. Denniston, PE
Senior Project Manager

Cc: Troy Cameron, Grand Communities, LLC

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR SECTION 4
CITY OF PATASKALA, LICKING COUNTY, OHIO
PART OF 4TH QUARTER, TOWNSHIP 1N, RANGE 15W
2022



INDEX MAP/PHASING PLAN
SCALE: 1"=200'



VICINITY MAP
SCALE: 1"=2,000'

SHEET INDEX

TITLE SHEET	1
TYPICAL SECTIONS, QUANTITIES & WATER SERVICE SCHEDULE	2
STREET PLAN AND PROFILE	3
SANITARY PLAN AND PROFILE	4
GRADING PLAN	5
INTERSECTION AND CURB RAMP DETAILS	6
STORM SEWER PROFILES	7
LOT DIMENSION PLAN	8

GRAPHIC SCALE
0 100 200 400
1 inch = 200 feet

FLOODPLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWS THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS ZONE X. ZONE X IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAPS (FIRM); LICKING COUNTY, OHIO, PANEL 0289, MAP 39089C, SUFFIX H, EFFECTIVE DATE (MAY 02, 2007) & LICKING COUNTY, OHIO, PANEL 0293, MAP 39089C, SUFFIX J, EFFECTIVE DATE (MARCH 16, 2015).

OWNER/DEVELOPER

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KENTUCKY 41018
PHONE: 614-348-6257
TROY CAMERON
TCAMERON@FISCHERHOMES.COM

ENGINEER

ADVANCED CIVIL DESIGN, INC.
781 SCIENCE BOULEVARD, SUITE 100
GAHANNA, OHIO 43230
PHONE: 614-428-7750
FAX: 614-428-7755
DAVID DENNISTON, P.E.
DDENNISTON@ADVANCEDCIVILDESIGN.COM

OWNERSHIP INFORMATION

- (A) 84 PROPERTIES LLC PN: 063-307032-00.000
- (B) DILLARD SUE ANN PN: 063-307020-00.000
- (C) DILLARD SUE ANN PN: 063-307026-00.000
- (D) UNITED TELEPHONE OF OHIO PN: 063-312312-01.000
- (E) CKN PROPERTIES LLC PN: 063-307008-00.000
- (F) CKN PROPERTIES LLC PN: 063-307014-00.000
- (G) EVEREST BROAD STREET HOLDINGS LLC PN: 064-311034-00.000
- (H) STEWART HOLDINGS LLC PN: 064-308058-00.000
- (I) STEWART HOLDING LLC PN: 064-308052-00.000
- (J) LICKING COUNTY FAMILY YMCA PN: 064-308136-00.000
- (K) BAIRD JUDITH YVONNE PN: 064-307698-00.000
- (L) BAIRD JUDITH Y PN: 064-308328-00.000
- (M) PARSONS JOHN PN: 064-307956-00.000
- (N) DASMAHAPATRA SUBHENDU B PN: 064-309510-00.002
- (O) THOMAS SHAWN M PN: 064-309510-00.000

UTILITY CONTACTS

ELECTRIC	AMERICAN ELECTRIC POWER COMPANY 700 MORRISON ROAD GAHANNA, OHIO 43230-6605 ATTN: ERIK SCHAAS (614) 883-7963
GAS	THE ENERGY COOPERATIVE 120 O'NEIL DRIVE HEBRON, OHIO 43025 ATTN: SEAMUS MULLIGAN (800) 255-6815
	COLUMBIA GAS OF OHIO 1600 DUBLIN ROAD COLUMBUS, OHIO 43215 ATTN: NICK SCHLARB (614) 633-8219
PHONE/ CATV	CHARTER COMMUNICATIONS P.O. BOX 2553 COLUMBUS, OHIO 43216 ATTN: KEVIN RICH (614) 481-5263
	CENTURYLINK 441 WEST BROAD STREET PATASKALA, OHIO 43062 ATTN: DANIEL BECKETT (740) 927-8282
STORM SEWERS & ROADWAYS	THE CITY OF PATASKALA PUBLIC SERVICE DEPARTMENT 621 W. BROAD ST., SUITE 2B PATASKALA, OHIO 43062 ATTN: ALAN W. HAINES (740) 927-0145
WATER MAINS & SANITARY SEWERS	THE CITY OF PATASKALA UTILITIES DEPARTMENT 430 S. MAIN STREET PATASKALA, OHIO 43062 ATTN: CHRIS SHARROCK (740) 927-4134

OHIO Utilities Protection SERVICE
Call Before You Dig
800-362-2764 or 8-1-1
www.oups.org

STANDARD DRAWINGS

THE STANDARD CONSTRUCTION DRAWINGS LISTED ON THESE PLANS SHALL BE CONSIDERED A PART THEREOF.

CITY OF PATASKALA		
W-1	W-6	W-16
W-2	W-7	W-20
W-3	W-11	W-21
W-4	W-13	
W-5	W-15	

ODOT
CB-1.3

CITY OF COLUMBUS STORM		
AA-S102	AA-S117	AA-S139A
AA-S106	AA-S119	AA-S149
AA-S107	AA-S125A	AA-S150
AA-S112	AA-S128	AA-S151
AA-S113	AA-S133A	AA-S154

CITY OF COLUMBUS STD.DWG.
2190

BENCH MARKS

HORIZONTAL CONTROL BASED ON OHIO STATE PLANE, SOUTH ZONE (NAVD 1988 VERTICAL DATUM).

SOURCE	ELEVATIONS WERE ESTABLISHED USING 45 MINUTE STATIC OBSERVATIONS UTILIZING GLOBAL POSITIONING SYSTEM (GPS) PROCEDURES. THE GPS DATA WAS SUBMITTED TO THE NATIONAL GEODETIC SURVEY'S (NGS) ONLINE POSITIONING USER SERVICE RAPID-STATIC (OPUS-RS) SYSTEM FOR PROCESSING. THE SYSTEM USES THE CONTINUALLY OPERATING REFERENCE STATIONS (CORS) TO ESTABLISH THE GEODETIC ELEVATION.
SITE B.M.#1	RAILROAD SPIKE SET IN THE NORTH SIDE OF A GUY POLE LOCATED APPROXIMATELY 30' NORTH OF THE EDGE OF PAVEMENT OF WEST BROAD STREET AND 2,210'± EAST OF THE C/L OF COLUMBIA ROAD SW. N: 728797.8510 ELEV.=1008.48 E:1915332.6660
SITE B.M.#2	RAILROAD SPIKE SET IN THE NORTH SIDE OF A UTILITY POLE LOCATED APPROXIMATELY 34' NORTH OF THE EDGE OF PAVEMENT OF WEST BROAD STREET AND 1,725'± WEST OF THE C/L OF JOHN REESE PARKWAY. N: 728905.7800 ELEV.=1013.63 E:1915824.9350

SIGNATURES

STATE OF OHIO — DAVID D DENNISTON 51816 — REGISTERED PROFESSIONAL ENGINEER

APPLICANT, GRAND COMMUNITIES, LLC	DATE 5/2/2022
DAVID D. DENNISTON, REGISTERED ENGINEER 51816	DATE 4/28/2022
CHAIRMAN OF PLANNING AND ZONING COMMISSION	DATE
UTILITY DIRECTOR	DATE
DIRECTOR OF PLANNING	DATE
PUBLIC SERVICE DIRECTOR	DATE
CITY ADMINISTRATOR	DATE
CITY ENGINEER	DATE

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
HERON MANOR SECTION 4
TITLE SHEET

No.	Revision	Date	Approved

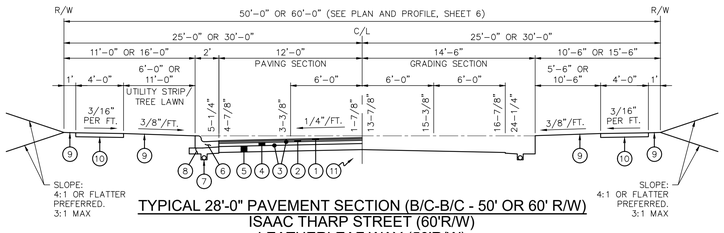
Date: 4/14/2022
Scale: AS NOTED
Drawn By: JRS | Checked By: DDD
Project Number: 21-0008-644
Drawing Number: 1 / 8

Z:\21-0008-644\DWG\PRODUCTION DRAWINGS\FINAL DEVELOPMENT PLAN\Title Sheet.dwg Title Sheet Apr 28, 2022 - 2:51:14pm jaury

ESTIMATED QUANTITIES

ITEM	TOTAL	UNIT	DESCRIPTION
			STREET
201	Lump	Sum	Clearing and Grubbing
202	400	S.Y.	Pavement Removed (Temporary Turnaround)
202	20	L.F.	Curb Removed
203	Lump	Sum	Excavation Not Including Embankment Construction (R/W)
203	Lump	Sum	Embankment (R/W)
204	1925	S.Y.	Subgrade Compaction
204	1	Hour	Proof Rolling
254	17	S.Y.	Pavement Planing
301	175	C.Y.	3–1/4" Bituminous Concrete Base
304	325	C.Y.	6" Aggregate Base
407	110	GAL.	Trackless Tack Coat (0.055 Gal./S.Y.)
423	28	L.F.	Crack Sealing with Sawing, Type I
441	70	C.Y.	1–1/4" Asphalt Concrete Surface Course, Type 1
441	95	C.Y.	1–3/4" Asphalt Concrete Intermediate Course, Type 2
605	1370	L.F.	4 In. Pipe Underdrain
608	290	S.F.	4 In. Concrete Walk (4' Width) – By Developer
608	4	Each	Wheelchair Ramp
609	1370	L.F.	Standard Concrete Curb and Gutter (6")
623	Lump	Sum	Construction Layout Stakes
624	Lump	Sum	Mobilization
SPEC	1	Each	Video Taping of Project Site
SPEC	1	Each	Temporary Barricade (As Per COC Std.Dwg. 2190)
			WATER
801	715	L.F.	8" Water Main and Appurtenances
801	10	L.F.	6" Water Main and Appurtenances (Includes Hydrant Leads)
802	2	Each	6" Valve w/Box (Includes Hydrant Valves)
802	2	Each	8" Valve w/Box
805	9	Each	3/4" Water Service (Long), Complete
805	8	Each	3/4" Water Service (Short), Complete
809	2	Each	Fire Hydrant, Type "A"
			SIGNAGE & PAVEMENT MARKING
630	56	L.F.	Ground Mounted Support, Square Post (2"x2")
630	1	Each	Sign, Double Faced Street Name w/Ground Mounted Support
630	17.0	S.F	Sign, Flat Sheet (Reference Sheet 7 for Further Detail)
644	12	L.F.	Stop Line, 24" White
644	96	L.F.	Crosswalk Line, 12" White
			EROSION & SEDIMENT CONTROL
207	1	S.Y.	Construction Entrance
207	1	Each	Concrete Washout Area
207	1,340	L.F.	Filter Fabric Fence
207	22,800	S.Y.	Temporary Seeding and Mulching
207	14	Each	Inlet Protection
659	1,960	S.Y.	Permanent Seeding and Mulching
659	200	S.Y.	Repair Seeding and Mulching
659	1.4	Ton	Commercial Fertilizer (12 LBS/1000 SQ. FT.)
			STORM SEWER
604	1	Each	Standard Catch Basin 2x2 (AA–S133A)
604	3	Each	Standard Catch Basin 3x3 (AA–S133B)
604	6	Each	Curb and Gutter Inlet, Single Box (AA–S125A)
604	4	Each	Manhole Type "C", Solid Lid, 48" Base (AA–S102)
901	195	L.F.	24" Conduit, Sanitite HP or Approved Equal, 720.12
901	10	L.F.	24" Conduit, Sanitite HP or Approved Equal, 720.12 (w/Conc.Encase)
901	460	L.F.	24" Conduit, N–12 or Approved Equal, 720.12
901	135	L.F.	18" Conduit, N–12 or Approved Equal, 720.12
901	90	L.F.	12" Conduit, Sanitite HP or Approved Equal, 720.12
901	330	L.F.	12" Conduit, N–12 or Approved Equal, 720.12
			LIGHTING
SPEC	5	Each	Street Lights (Incl 1 for The City of Pataskala Public Service Dept.)

THE QUANTITIES HAVE BEEN ESTABLISHED AS A MEANS FOR DETERMINING THE CITY INSPECTION FEES. THE CONTRACTOR SHALL COMPLETE HIS OWN QUANTITY TAKEOFF IN DETERMINING THE BID PRICE FOR THE PLAN IMPROVEMENTS.



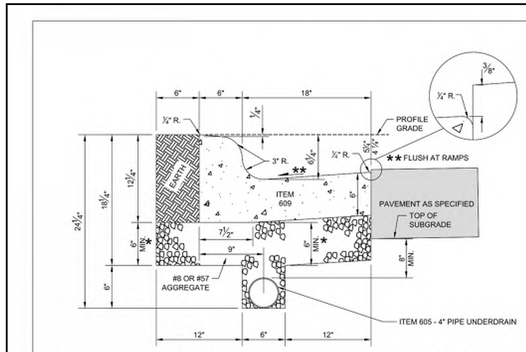
TYPICAL 28'-0" PAVEMENT SECTION (B/C-B/C - 50' OR 60' R/W)
ISAAC THARP STREET (60'R/W)
LEATHERLEAF WAY (50'R/W)
(PER COC STD.DWG.2100 MOD.)
No Scale
DESIGN SPEED = 30MPH, POSTED SPEED = 25MPH

LEGEND:

1. 1–1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64–22, ITEM 441 (448)
2. 1–3/4" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64–22, ITEM 441 (448)
3. TRACKLESS TACK COAT, APPLIED AT 0.055 GAL./S.Y., ITEM 407
4. 3–1/4" ASPHALT CONCRETE BASE, ITEM 301
5. 6" AGGREGATE BASE, ITEM 304
6. COMBINATION CURB & GUTTER, TYPE STANDARD, PER COC STD.DWG.2010
7. 4" PIPE UNDERDRAIN, ITEM 605
8. NO.8 OR NO.57 AGGREGATE (PRICE TO BE INCLUDED IN THE PRICE BID FOR 4" PIPE UNDERDRAIN.)
9. SEEDING AND MULCHING, ITEM 659.
10. STANDARD SIDEWALK (4" THICK) PER COC STD.DWG.2300
11. SUBGRADE COMPACTION, ITEM 204

NOTE:
ALL ITEM NUMBERS REFER TO THE CITY OF COLUMBUS CMS, CURRENT EDITION.

WATER SERVICE SCHEDULE						
LOT NUMBER	PLAN INFORMATION			AS–BUILT INFORMATION		
	SERVICE STATION	STATE PLANE COORDINATES (SERVICE LOCATION)		SERVICE STATION	STATE PLANE COORDINATES (SERVICE LOCATION)	
		NORTHING	EASTING		NORTHING	EASTING
97	7+07	731312.7771	1915958.8851			
68	7+14	731320.2943	1915959.8453			
69	7+65	731372.0547	1915968.1828			
96	7+69	731375.3889	1915968.8243			
70	8+25	731431.0075	1915981.4348			
95	8+36	731442.0196	1915984.3665			
71	8+80	731485.1620	1915997.2831			
94	9+03	731507.4597	1916004.8762			
72	9+35	731537.9803	1916016.3215			
FUT.87	5+16	731714.1836	1916014.5592			
88	5+37	731704.9801	1916033.0861			
73	5+40	731703.6455	1916035.7729			
89	6+45	731647.0453	1916124.9863			
90	6+72	731644.6505	1916154.5324			
93	6+82	731640.4710	1916162.9459			
91	7+46	731611.8627	1916220.7159			
92	7+49	731610.5684	1916223.4613			



★ CURB AND GUTTER AGGREGATE COURSE-WHERE THE ROADWAY PAVEMENT HAS AGGREGATE BASE, MATCH THE BOTTOM OF THE CURB AND GUTTER AGGREGATE COURSE TO THE TOP OF SUBGRADE. ENSURE ROADWAY SUB BASE MEETS UNDERDRAIN AGGREGATE.

★★ AT CURB RAMP LOCATIONS, THE GUTTER SLOPE SHALL NOT EXCEED 4.7%. TRANSITION GUTTER OVER 3' TO MATCH EXISTING CURB & GUTTER SLOPE. THE PAVEMENT SHALL BE FLUSH AT THE GUTTER IN FRONT OF CURB RAMPS. CURB RAMPS SHALL BE BUILT PER STD DWG 2319.

IF THE TOP OF THE SUBGRADE IS BELOW THE BOTTOM OF THE CURB, THE UNDERDRAIN SHALL BE ADJUSTED TO KEEP THE TOP OF THE UNDERDRAIN AT LEAST 8" BELOW THE TOP OF THE SUBGRADE; AGGREGATE DEPTH BETWEEN BOTTOM OF CURB AND TOP OF UNDERDRAIN MAY VARY IF THIS OCCURS.

SUBGRADE COMPACTION SHALL BE COMPLETED BEFORE UNDERDRAIN INSTALLATION.

WHEN A CURB AND GUTTER INLET IS INSTALLED, THE TOP OF THE CASTING SHALL BE THE SAME AS THE TOP OF CURB ELEVATION. THE EDGE OF PAVEMENT SHALL BE 3/8" HIGHER THAN THE GRATE WHEREVER THEY MEET.

FOR REPLACEMENT WORK, THE CURB SHALL BE REMOVED AT AN EXISTING JOINT OR NO CLOSER THAN 5 FEET FROM AN EXISTING JOINT.

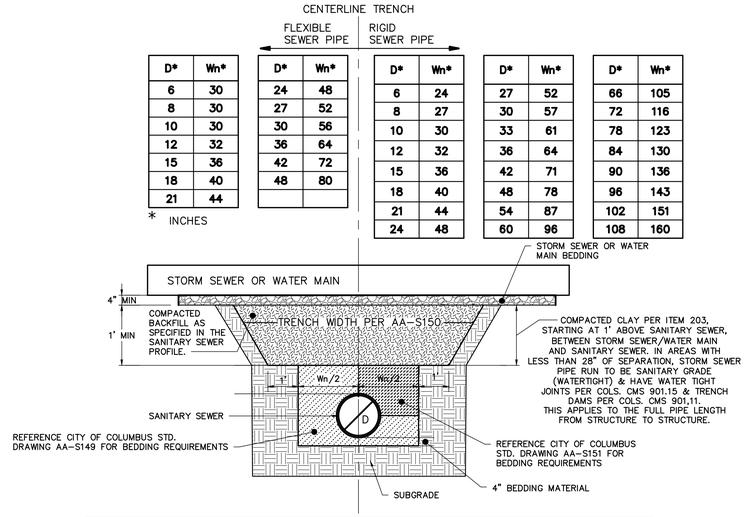
1/2" EXPANSION MATERIAL WILL BE INSTALLED BEHIND THE CURB WHEN A CONCRETE WALK, DRIVE, OR OTHER ITEM IS ADJOINING IT.

WHEN CONNECTING TO AN EXISTING COMBINATION CURB AND GUTTER, TRANSITION THE GUTTER PAN AS REQUIRED, OVER A DISTANCE OF 10 FEET MAXIMUM, TO MAINTAIN POSITIVE DRAINAGE.

1.26 C.F. CONCRETE PER L.F.

COMBINATION CURB & GUTTER, TYPE STANDARD

CITY OF COLUMBUS, OHIO DEPARTMENT OF PUBLIC SERVICE DIVISION OF DESIGN AND CONSTRUCTION	STD DWG 2010
CITY ENGINEER	3/30/2018
	SHT 1 OF 1



D*	Wn*	D*	Wn*	D*	Wn*	D*	Wn*	D*	Wn*
6	30	24	48	6	24	27	52	66	105
8	30	27	52	8	27	30	57	72	116
10	30	30	56	10	30	33	61	78	123
12	32	36	64	12	32	36	64	84	130
15	36	42	72	15	36	42	71	90	136
18	40	48	80	18	40	48	78	96	143
21	44			21	44	54	87	102	151
				24	48	60	96	108	160

* INCHES

THE ABOVE SHALL BE USED DURING THE CONSTRUCTION OF THE SANITARY SEWER & SANITARY SERVICE LATERALS AT EXISTING/PROPOSED STORM SEWER & ALL WATERLINE CROSSINGS. IF IT IS DISTURBED DURING CONSTRUCTION OF THE STORM SEWER OR THE WATERLINE, IT MUST BE RESTORED TO THE REQUIREMENTS OF THE DETAIL. LENGTH OF THE I/I BARRIER PROTECTION FOR SANITARY MAINS AND/OR LATERALS SHALL BE 10 FEET CENTERED ON STORM/WATERLINE PIPE CROSSING AND MEASURED ALONG THE SANITARY MAINLINE OR SERVICE LATERAL.

ANTI INFILTRATION AND INFLOW BARRIER DETAIL
NO SCALE

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
HERON MANOR SECTION 4
TYPICAL SECTIONS, QUANTITIES & WATER SERVICE SCHEDULE

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: NONE

Drawn By:	Checked By:
JRS	DDD

Project Number: 21–0008–644

Drawing Number: 2 / 8

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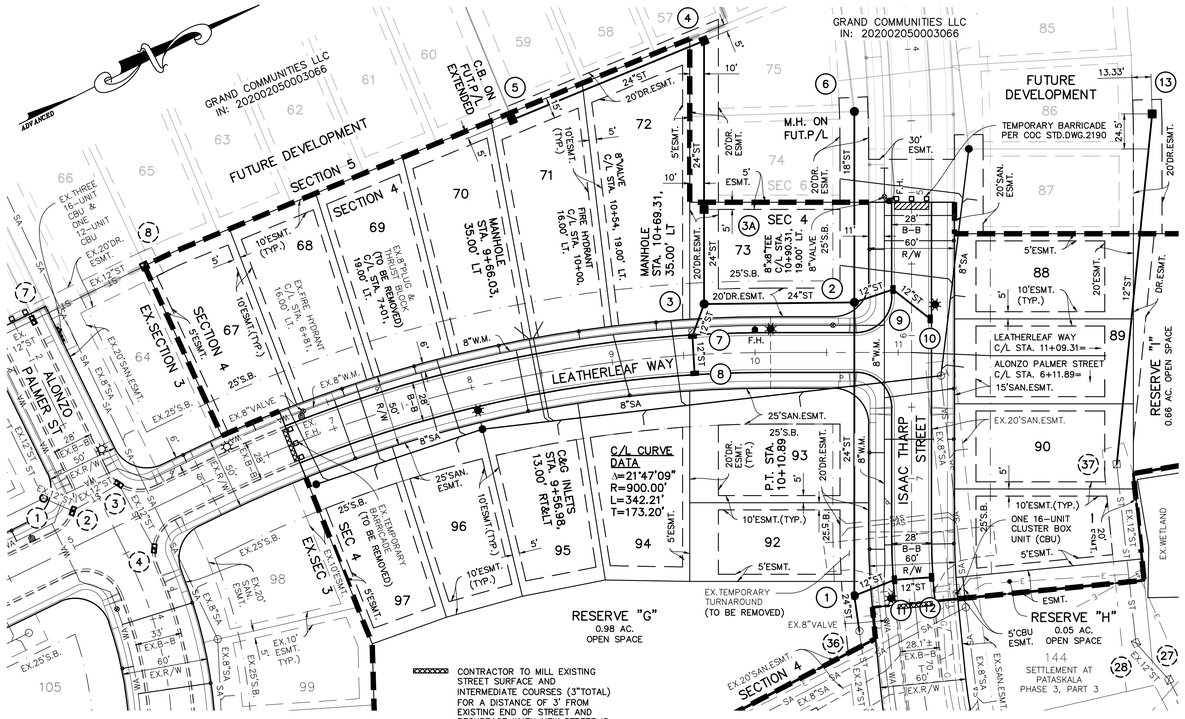

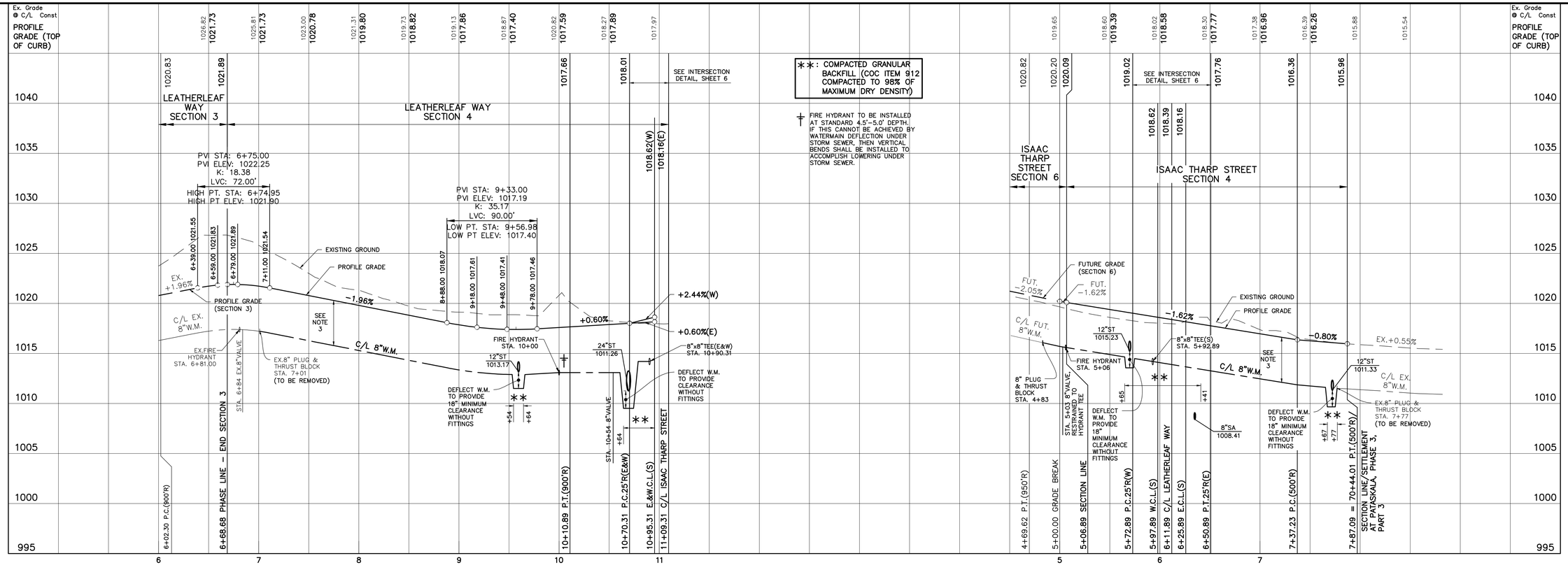

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR
SECTION 4
STREET PLAN AND PROFILE

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: H:1"=50', V:1"=5'

Drawn By:	Checked By:
JRS	DDD

Project Number:
21-0008-644

Drawing Number:
3 / 8

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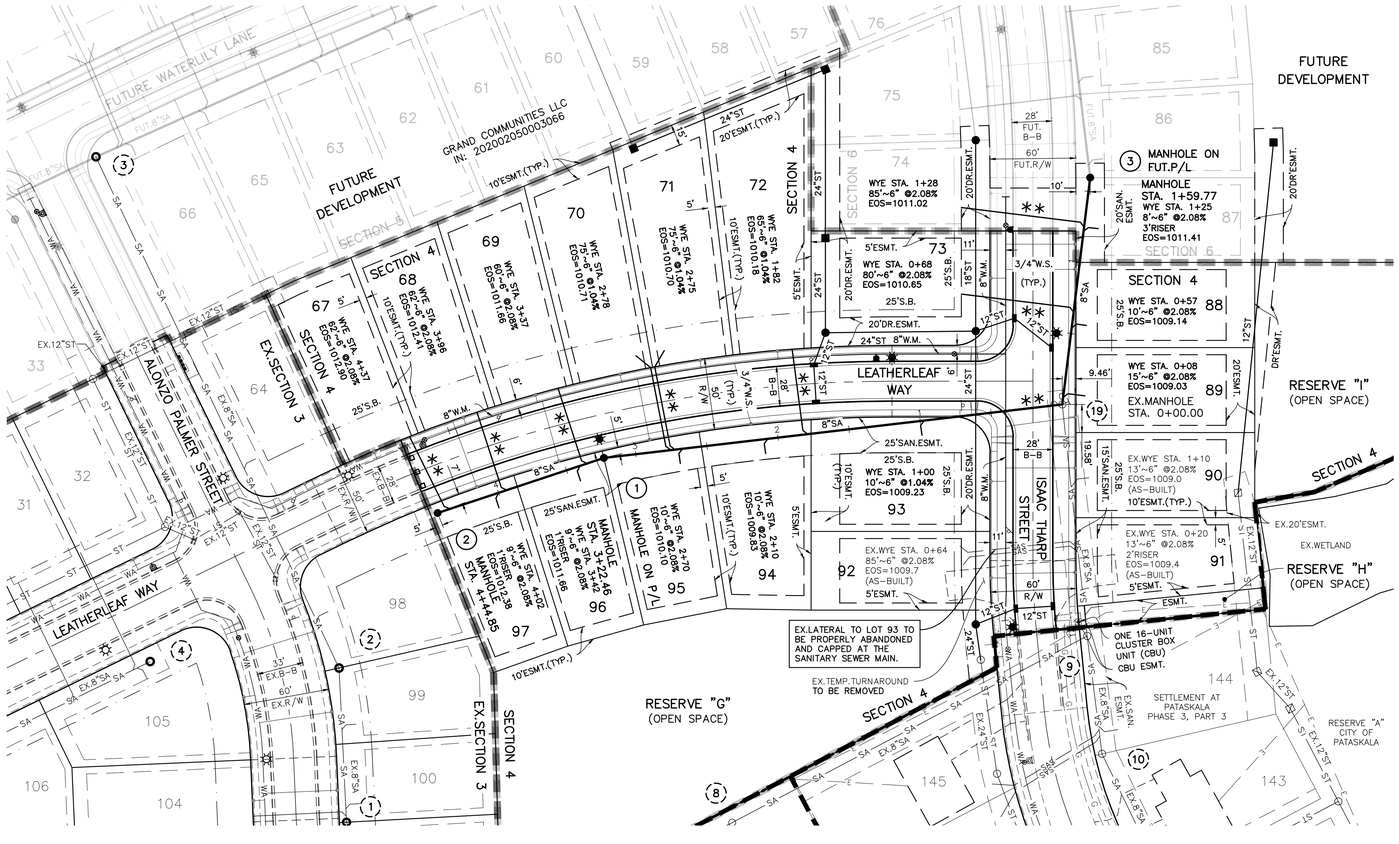


LEGEND

IN ADDITION TO THE NOTES BELOW, SEE STANDARD DRAWING SAN-1/SAN-2 FOR BACKFILL REQUIREMENTS WITHIN THE INFLUENCE OF THE R/W AND UNDER PATHS OUTSIDE OF THE R/W.

GRANULAR BACKFILL ITEM 912 REQUIRED FOR PAVEMENT INFLUENCE LINE & AT UTILITY CROSSINGS.

∗ : BACKFILL COMPACTED TO 95% OF ITS MAXIMUM LABORATORY DRY WEIGHT.

∗∗ : GRANULAR BACKFILL (ITEM 304) COMPACTION PER ITEM 912

1/ : REFERENCE ANTI INFILTRATION AND INFLOW BARRIER DETAIL (SHEET 2) FOR BACKFILL REQUIREMENTS.

NOTES:

1. RISER LENGTHS SHOWN ARE THE ACTUAL LENGTH OF PIPE LAID AT 45° ANGLE, NOT VERTICAL ELEVATION DIFFERENCE.
2. TRACER WIRE SHALL BE INSTALLED ON ALL SANITARY SEWER SERVICE LINES. REFERENCE GENERAL NOTES FOR ADDITIONAL INFORMATION.

SEWER MANHOLE COORDINATES (BASED ON NAD83 OHIO ZONE SOUTH – NSRS 2011 ADJ.)

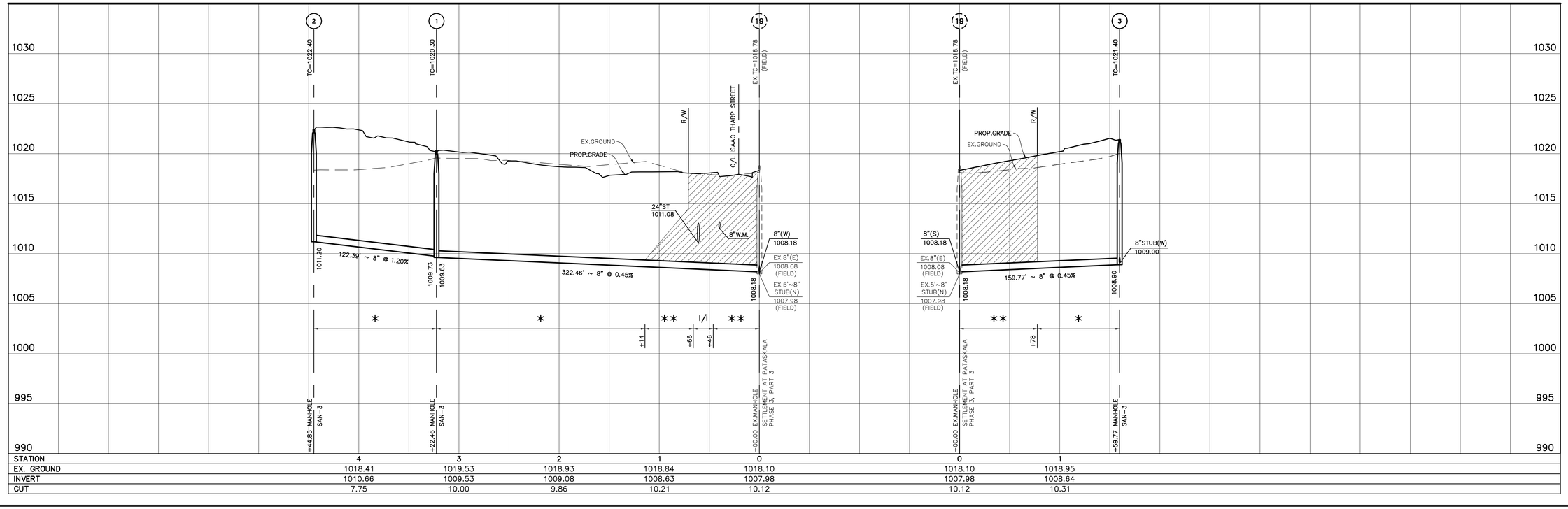
STRUCTURE NO.	PLAN NORTHING	PLAN EASTING	AS-BUILT NORTHING	AS-BUILT EASTING
1	731396.3226	1916023.3698		
2	731275.1417	1916006.2008		
3	731787.7443	1915999.0949		
EX.19	731699.7670	1916132.4570		

SEWER ALIGNMENT – BEARING & DISTANCE TABLE

FROM	TO	SIZE	PLAN BEARING	PLAN DISTANCE	AS-BUILT BEARING	AS-BUILT DISTANCE
EX.19	1	8"	S19°46'24"W	322.46'		
1	2	8"	S08°03'51"W	122.39'		
EX.19	3	8"	N56°35'16"W	159.77'		

SANITARY SERVICE SCHEDULE

LOT NUMBER	PLAN INFORMATION			AS-BUILT INFORMATION		
	WYE STATION	STATE PLANE COORDINATES (WYE LOCATION)		WYE STATION	STATE PLANE COORDINATES (WYE LOCATION)	
		NORTHING	EASTING		NORTHING	EASTING
93	1+00	731605.6520	1916098.6230			
72	1+82	731528.4776	1916070.8791			
94	2+10	731502.1254	1916061.4056			
95	2+70	731445.6564	1916041.1052			
71	2+75	731440.7105	1916039.3271			
70	2+78	731437.8839	1916038.3110			
69	3+37	731380.9887	1916021.1973			
96	3+42	731376.0380	1916020.4959			
68	3+96	731322.5704	1916012.9205			
97	4+02	731316.6296	1916012.0788			
67	4+37	731281.3645	1916007.0824			
89	0+08	731704.1723	1916125.7792			
88	0+57	731731.1546	1916084.8774			
73	0+68	731737.2119	1916075.6954			
87	1+25	731768.5996	1916028.1158			
74	1+28	731770.2515	1916025.6116			



STATION	4	3	2	1	0	0	1
EX. GROUND	1018.41	1019.53	1018.93	1018.84	1018.10	1018.10	1018.95
INVERT	1010.66	1009.53	1009.08	1008.63	1007.98	1007.98	1008.64
CUT	7.75	10.00	9.86	10.21	10.12	10.12	10.31

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN

FOR

HERON MANOR SECTION 4

SANITARY PLAN AND PROFILE

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: H:1"=50', V:1"=5'

Drawn By:	Checked By:
JRS	DDD

Project Number: 21-0008-644

Drawing Number: 4 / 8

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ADVANCED

GRAPHIC SCALE

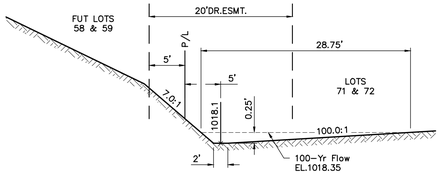
0 20 40 80

1 inch = 40 feet

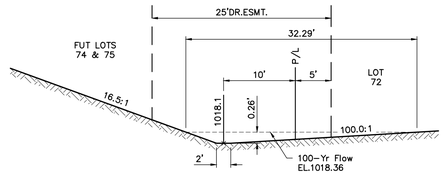
LEGEND

Prop. Service / Prop. Hydrant / Valve / Short Service (Typ.) / Manhole	WATER MAIN
	SANITARY SEWER
Curb & Gutter Inlet W/Inlet Protection / Catch Basin W/Sediment Filter / Manhole	STORM SEWER
875	EXISTING MAJOR CONTOUR
876	EXISTING MINOR CONTOUR
FG=1087.2	FINISHED GROUND AROUND HOUSE
87.2	LOT ELEVATION
×87.2	SPOT ELEVATION
×87.2 Ex.	EXISTING SPOT ELEVATION
	MINOR FLOW
	MAJOR ROUTING PATH
G.B.	GRADE BREAK
T.C.	TOP OF CASTING

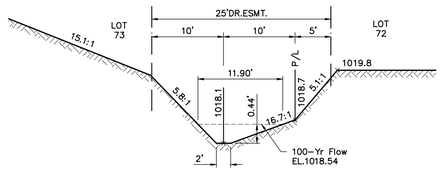
NOTES:
1. EXISTING FIELD TILE DRAINAGE FACILITIES ARE POSSIBLY LOCATED ON THIS PROJECT. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAIN PIPES OR TILES ENCOUNTERED IN THE FIELD AND, IF DAMAGED, REPAIR OR REPLACE THEM IMMEDIATELY WITH THE SAME SIZE AND QUALITY OF MATERIALS FOUND. ALL DRAINAGE TILES ENCOUNTERED IN THE FIELD SHALL BE CONNECTED TO THE STORM SEWER SYSTEM AT A STRUCTURE. THE DESIGN ENGINEER AND CONTRACTOR SHALL COORDINATE ALL RECONNECTIONS (OR ABANDONMENTS) OF EXISTING TILE WITH THE CITY OF PATASKALA PUBLIC SERVICE DEPARTMENT.
2. ABBREVIATED SPOT ELEVATIONS SHOWN ARE FROM A BASE ELEVATION OF 1000.



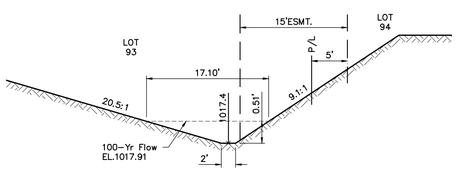
SECTION A-A
DRAINAGE AREA: 5.60 ACRES
DESIGN Q: 6.36 CFS
DEPTH: 0.25 FT
SPREAD: 28.75 FT



SECTION B-B
DRAINAGE AREA: 6.52 ACRES
DESIGN Q: 7.33 CFS
DEPTH: 0.26 FT
SPREAD: 32.29 FT



SECTION C-C
DRAINAGE AREA: 6.72 ACRES
DESIGN Q: 7.54 CFS
DEPTH: 0.44 FT
SPREAD: 11.90 FT



SECTION D-D
DRAINAGE AREA: 11.31 ACRES
DESIGN Q: 12.66 CFS
DEPTH: 0.51 FT
SPREAD: 17.10 FT

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ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR
SECTION 4

GRADING PLAN

No.	Revision	Date	Approved
		5/27/22	

Date: 4/14/2022
Scale: 1"=40'

Drawn By: JRS | Checked By: DDD

Project Number: 21-0008-644

Drawing Number: 5 / 8

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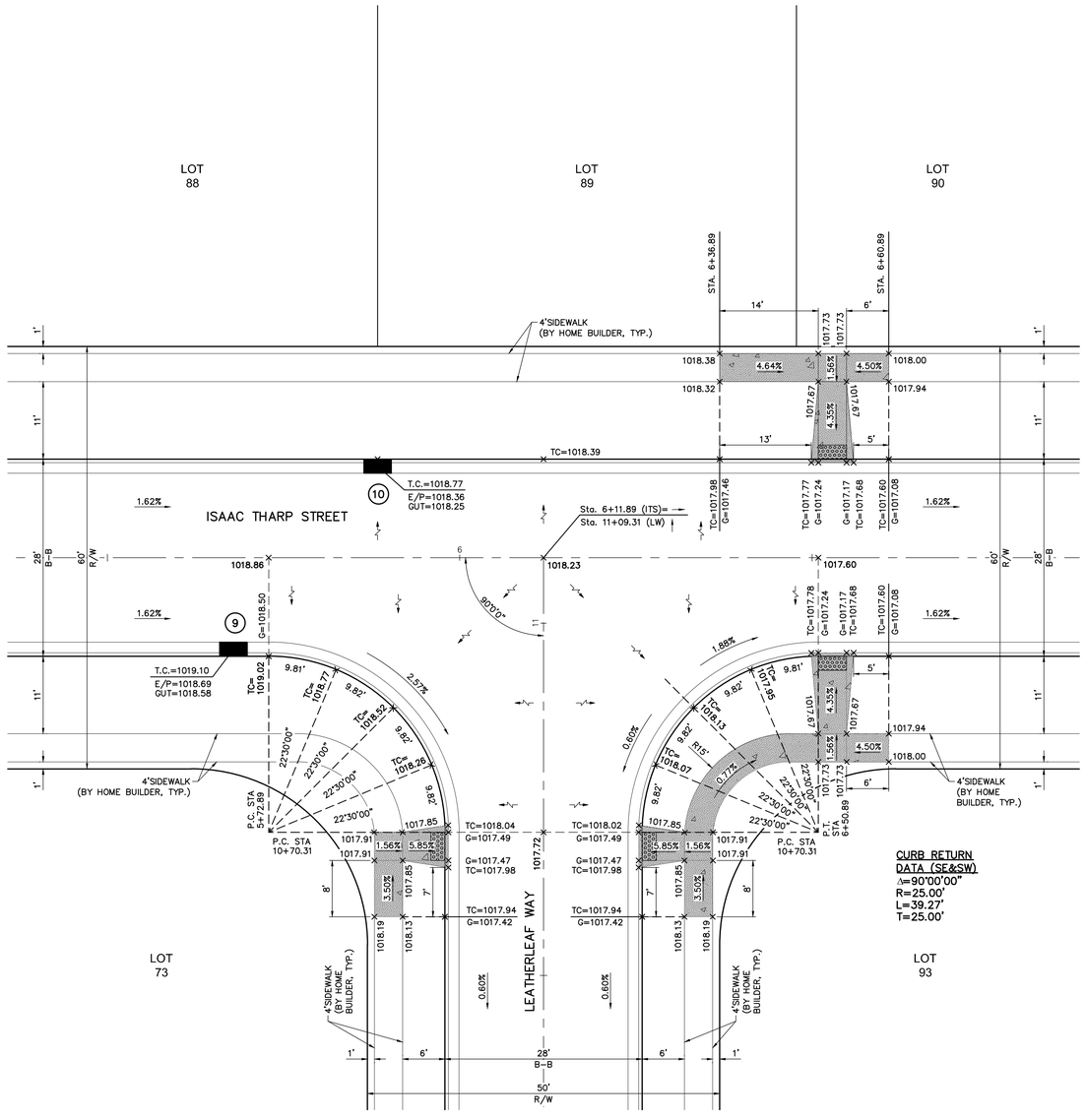
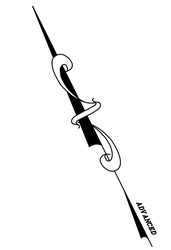


LEATHERLEAF WAY AND
ISAAC THARP STREET
INTERSECTION & CURB RAMP DETAILS
SCALE: 1"=10'



NOTE: ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS NOTED OTHERWISE.

= RAMPS AND LANDINGS TO BE CONSTRUCTED BY DEVELOPER

= DETECTABLE WARNING

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR
SECTION 4
INTERSECTION AND CURB RAMP DETAILS

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: 1"=10'

Drawn By:	Checked By:
JRS	DDD

Project Number:
21-0008-644

Drawing Number:
6 / 8

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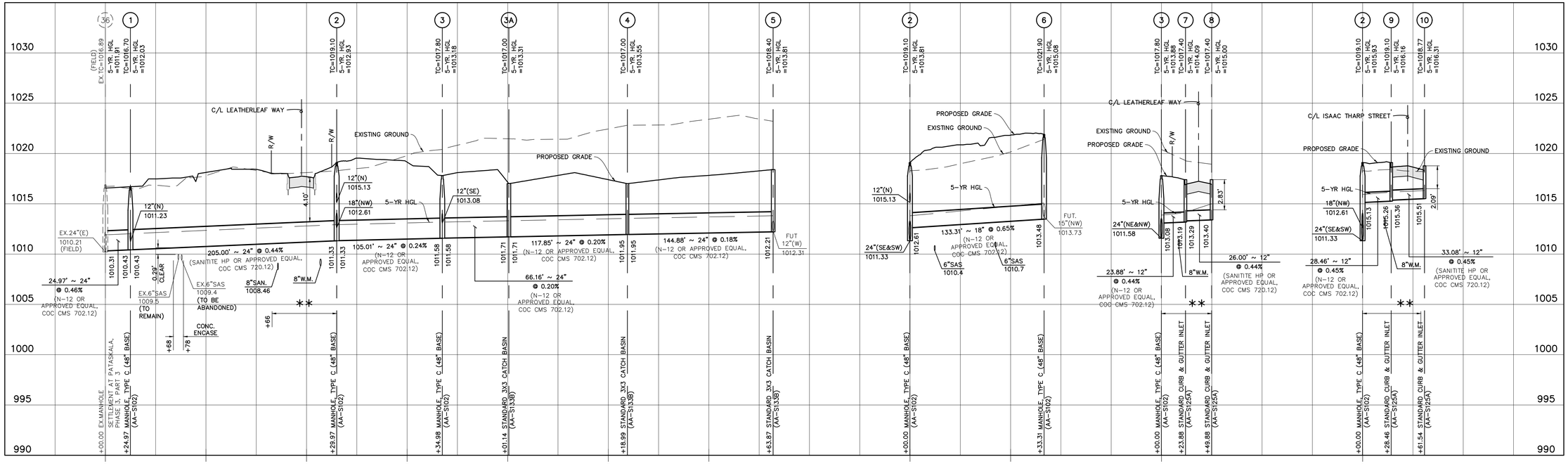

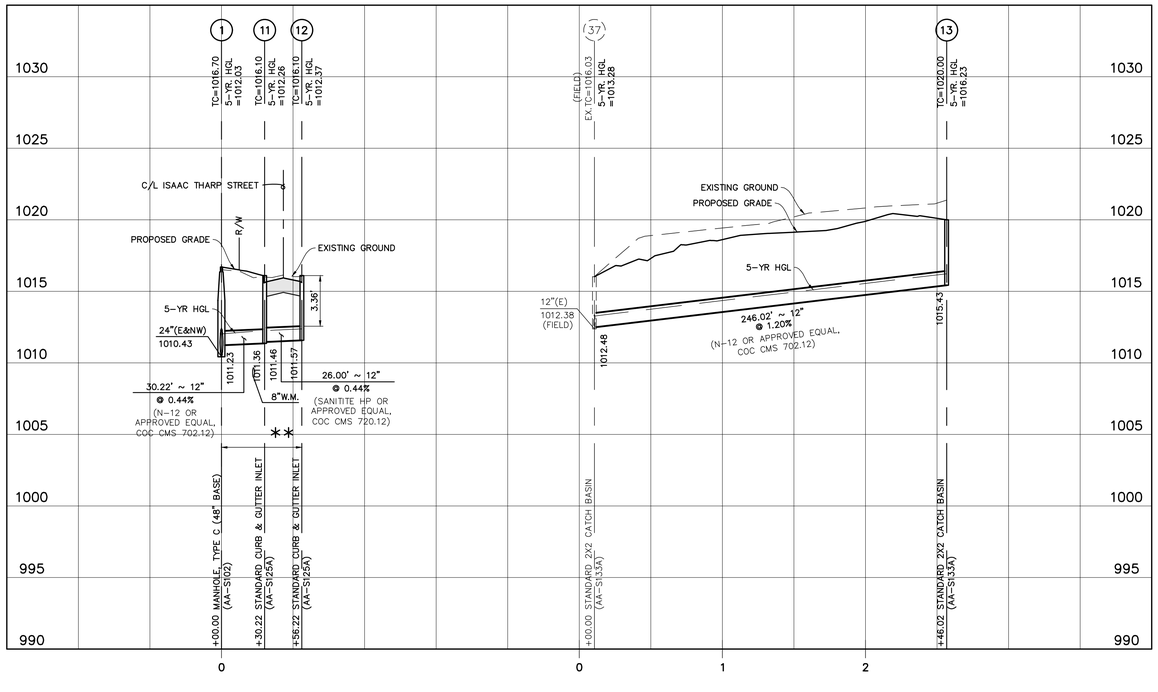

STORM SEWER STRUCTURE COORDINATES
(BASED ON NAD83 OHIO ZONE SOUTH – NSRS 2011 ADJ.)

STRUCTURE NO.	PLAN NORTHING	PLAN EASTING	AS-BUILT NORTHING	AS-BUILT EASTING
EX37	731782.2940	1916242.3160		
EX36	731569.3030	1916266.8620		
1	731577.1747	1916243.1618		
2	731668.3772	1916059.5668		
3A	731603.2587	1915954.6403		
3	731573.8242	1916013.8932		
4	731655.6873	1915849.0991		
5	731511.1531	1915839.0312		
6	731727.6834	1915940.1806		
7	731556.5946	1916030.4311		
8	731546.4422	1916054.3670		
9	731696.5620	1916063.5186		
10	731710.7451	1916093.4088		
11	731607.2821	1916245.7108		
12	731631.2738	1916255.7307		
13	731913.3763	1916034.1253		

SEWER ALIGNMENT – BEARING & DISTANCE TABLE

FROM	TO	SIZE	PLAN BEARING	PLAN DISTANCE	AS-BUILT BEARING	AS-BUILT DISTANCE
EX36	1	24"	N71°37'36"W	24.97'		
1	2	24"	N63°35'01"W	205.00'		
2	3	24"	S25°46'58"W	105.01'		
3	3A	24"	N63°35'01"W	66.16'		
3A	4	24"	N63°35'01"W	117.85'		
4	5	24"	S03°59'05"W	144.88'		
2	6	18"	N63°35'01"W	133.31'		
3	7	12"	S43°49'35"E	23.88'		
7	8	12"	S67°00'57"E	26.00'		
2	9	12"	N07°58'53"E	28.46'		
9	10	12"	N64°36'55"E	33.08'		
1	11	12"	N04°50'22"E	30.22'		
11	12	12"	N22°40'03"E	26.00'		
EX37	13	12"	N57°48'16"W	246.02'		

NOTE:
PIPE COVER DIMENSION WITHIN THE LIMITS OF PAVEMENT ARE MEASURED FROM TOP OF PIPE (INCLUDING PIPE THICKNESS) TO PROPOSED GRADE.

ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY WEIGHT AT OPTIMUM MOISTURE CONTENT (±2%) UNLESS NOTED AS:

*: COMPACTED BACKFILL (COC ITEM 911 COMPACTED AS PER COC TABLE 912.03 OR ODOT TABLE 203.07–1)

**: COMPACTED GRANULAR BACKFILL (COC ITEM 912 COMPACTED AS PER COC TABLE 912.03 OR ODOT TABLE 203.07–1)

1 inch = 5 feet (V)
1 inch = 50 feet (H)
10
5
0
0
25
50
100

PLAN PREPARED BY:
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781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR
SECTION 4
STORM SEWER PROFILES

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: H:1"=50', V:1"=5'

Drawn By:	Checked By:
JRS	DDD

Project Number:
21–0008–644

Drawing Number:
7 / 8

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HERON MANOR
FUTURE DEVELOPMENT
GRAND COMMUNITIES LLC
IN: 202002050003066

HERON MANOR
FUTURE DEVELOPMENT
GRAND COMMUNITIES LLC
IN: 202002050003066

HERON MANOR
SECTION 3
I.N. 202112100037705

SETTLEMENT AT
PATASKALA
PHASE 3, PART 2
I.N. 200608240024662

SETTLEMENT AT
PATASKALA
PHASE 3, PART 3
I.N. 201610130022454

THOMAS J EVANS FOUNDATION
PN: 063-140136-00.000

EX.20'DR.ESMT.
N0°24'17"E 21.59'
SECTION 5
N3°59'05"E 391.09'
SECTION 4
43.27' 65.08' 65.78' 67.00' 68.77' 81.19'
5'
15'
20'DR.ESMT.
10'UTIL.ESMT.(TYP.)
20'S.B.(TYP.)
N88°04'10"W 130.37'
SECTION 3
SECTION 4
EX.5'UTIL.ESMT.
5'UTIL.ESMT.
5'S.B.(TYP.)
64
67
0.183 AC.
68
0.186 AC.
69
0.194 AC.
70
0.209 AC.
71
0.231 AC.
72
0.276 AC.
73
0.227 AC.
N84°33'18"W 131.38'
N81°32'12"W 135.04'
N77°31'05"W 142.76'
N72°59'58"W 154.70'
N70°28'52"W 171.08'
SECTION 4
SECTION 6
S83°35'01"E 114.13'
195.88'
N83°35'01"W 81.73'
N26°24'59"E 125.00'
N26°24'59"E 60.00'
S83°35'01"E 22.03'
58.36'
25'S.B.(TYP.)
57.79'
72.89'
43.58'
17.16'
30'ESMT.
60' FUT.R/W
20'
20'SAN.ESMT.
69.39'
83.41'
EX.LEATHERLEAF WAY
EX.10'ESMT.
EX.R/W
50'
R/W
LEATHERLEAF WAY
N85°22'11"W 50.00'
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21
HERON MANOR
SECTION 3
I.N. 202112100037705
98
97
0.171 AC.
96
0.171 AC.
95
0.184 AC.
94
0.204 AC.
93
0.226 AC.
92
0.158 AC.
91
0.164 AC.
90
0.171 AC.
88
0.171 AC.
89
0.171 AC.
N85°22'11"W 125.00'
SECTION 3
SECTION 4
5'UTIL.ESMT.
5'S.B.(TYP.)
25'S.B.(TYP.)
62.33'
67.00'
25'SAN.ESMT.
74.84'
N26°24'59"E 98.42'
43.42'
105.00'
230.35'
N63°35'01"W
ISAAC THARP STREET
EX.20'SAN.ESMT.
N81°10'01"W 125.00'
10'UTIL.ESMT.(TYP.)
N76°57'52"W 125.00'
N72°28'49"W 125.00'
78.17'
133.17'
N26°24'59"E 125.00'
10'UTIL.ESMT.(TYP.)
20'DR.ESMT.(TYP.)
20'S.B.(TYP.)
55.00'
80.00'
25'S.B.(TYP.)
59.43'
15'SAN.ESMT.
5.33'
N26°24'59"E 328.37'
203.37'
SECTION 6
SECTION 4
167.57'
DR.ESMT.
EX.10'UTIL.ESMT.
N6°43'54"E 55.00'
N10°56'04"E 55.00'
N15°17'40"E 59.12'
N27°25'51"E 58.98'
N26°24'59"E 126.13'
N26°24'59"E 126.07'
20.35'
30.03'
48.71'
22.65'
10.77'
S16°39'46"W 42.13'
S3°30'16"W 211.52'
S86°29'04"E 84.77'
EX.10'CLINTON OIL COMPANY ESMT.
100
99
101
163
145
144
N65°11'47"W 138.24'
S88°37'22"W 36.79'
S1°22'38"E 373.66'
S69°17'49"E 22.06'
S20°44'36"W 60.00'
S20°44'36"W 130.77'
S69°17'49"E 75.00'
N20°44'36"E 130.53'
5'CBU ESMT.
ESMT.
EX.20'SAN.ESMT.
EX.ISAAC THARP STREET
EX.R/W
RES "F"
RESERVE "G"
OPEN SPACE
0.984 AC.
RESERVE "H"
OPEN SPACE
0.045 AC.
RESERVE "I"
OPEN SPACE
0.660 AC.

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	002°42'14"	925.00'	43.65'	S03°16'42"W	43.65'
C2	003°31'06"	925.00'	56.80'	S03°41'09"W	56.79'
C3	003°31'06"	925.00'	56.80'	S07°12'15"W	56.79'
C4	003°31'06"	925.00'	56.80'	S10°43'22"W	56.79'
C5	003°31'06"	925.00'	56.80'	S14°14'28"W	56.79'
C6	003°31'06"	925.00'	56.80'	S17°45'35"W	56.79'
C7	003°23'26"	925.00'	54.74'	S21°12'51"W	54.73'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C8	003°30'25"	925.00'	56.62'	S24°39'46"W	56.61'
C9	090°00'00"	25.00'	39.27'	N18°35'01"W	35.36'
C10	021°47'09"	900.00'	342.21'	S15°31'24"W	340.15'
C11	004°12'09"	875.00'	64.18'	S06°43'54"W	64.17'
C12	004°12'09"	875.00'	64.18'	S10°56'04"W	64.17'
C13	004°31'03"	875.00'	68.99'	S15°17'40"W	68.97'
C14	005°09'20"	875.00'	78.73'	S20°07'51"W	78.71'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C15	003°42'28"	875.00'	56.62'	S24°33'45"W	56.61'
C16	090°00'00"	25.00'	39.27'	S71°24'59"W	35.36'
C17	001°57'44"	530.00'	18.15'	S68°18'49"E	18.15'
C18	003°44'56"	530.00'	34.68'	S65°27'29"E	34.67'
C19	005°42'48"	500.00'	49.86'	S66°26'25"E	49.84'
C20	001°49'44"	470.00'	15.00'	S68°23'07"E	15.00'
C21	003°53'13"	470.00'	31.89'	S65°31'38"E	31.88'

ADVANCED

GRAPHIC SCALE

0 15 30 60

1 inch = 30 feet

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL DEVELOPMENT PLAN
FOR
HERON MANOR
SECTION 4
LOT DIMENSION PLAN

No.	Revision	Date	Approved

Date: 4/14/2022
Scale: 1" = 30'

Drawn By: JRS
Checked By: DDD

Project Number: 21-0008-644

Drawing Number: 8 / 8

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CITY OF PATASKALA PLANNING AND ZONING COMMISSION

City Hall, Council Chambers
621 West Broad Street
Pataskala, Ohio 43062

FINAL PLAN APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information		
Address: 200 West Broad Street		
Parcel Number: 064-307692-00.165 & 063-307692-00.043		
Zoning: R-10	Acres: 5.85	
Water Supply: ■ City of Pataskala ❑ South West Licking ❑ On Site		
Wastewater Treatment: ■ City of Pataskala ❑ South West Licking ❑ On Site		

Staff Use
Application Number:
Fee:
Filing Date:
Hearing Date:

Applicant Information		
Name: Grand Communities, LLC		
Address: 3940 Olympic Blvd., Suite 100		
City: Erlanger	State: KY	Zip: 41018
Phone: 614-348-6257	Email: tcameron@fischerhomes.com	

Documents
■ Application
■ Fee
■ Final Plan
■ Deed
■ Address List
■ Area Map

Owner Information		
Name: Same as applicant		
Address:		
City:	State:	Zip:
Phone:	Email:	

Final Plan Information
Describe the Project: This submittal consists of 17 single family lots, known as Section 4 of the Heron
Manor Subdivision. The Final Development Plan includes development for the 17 lots, along with the
associated streets and utility infrastructure.

Documents to Submit

Final Plan Application: Submit 14 copies of the final plan application.

Final Plan: Submit 14 copies of the final plan on sheets 24 x 36 inches in size containing the following:

a) *Proposed name of the subdivision, location by section, range, township or other officially recognized survey number, date, north arrow, scale and acreage.*
b) *Name and address of the owner and subdivider, State of Ohio registered professional engineer, and/or surveyor who prepared the plan, and their appropriate registration numbers and seals.*
c) *Plan boundaries, based on accurate traverse, with angular and lineal dimensions. All dimensions, both linear and angular shall be determined by an accurate control survey in the field which must balance close, within the limit of one (1) in 10,000.*
d) *Bearing and distances to nearest established street lines, or other recorded permanent monuments.*
e) *Exact locations, right-of-way, names of all streets within and adjoining the plat, and the building setback lines.*
f) *Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths of bearings and chords of all applicable streets within the plat area.*
g) *All easements and right-of-way provided for public or private services and/or utilities.*
h) *All lot numbers and lines with accurate dimensions in feet and hundredths. When lots are located on a curve, the lot width at the building setback line shall be shown.*
i) *Accurate location and description of all monuments.*
j) *Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for the common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.*
k) *A copy of any restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision.*
l) *Certification by a State of Ohio registered surveyor to the effect that the plan represents a survey made by him, that the monuments shown thereon exist as located, and that all dimensional details are correct.*
m) *Typical sections and complete profiles of streets and other related improvements to be constructed in the proposed subdivision.*
n) *The location of, and a description of all monuments and pins as specified in Section 1121.04.*
o) *If a zoning change is involved, certification from the City Zoning Inspector shall be required indicating that the change has been approved and is in effect.*
p) *Certification shall be required showing that all required improvements have been installed and approved by the proper City officials and/or other agencies, or the required bond or other surety is in effect assuring installation and initial one (1) year minimum maintenance of the required improvements (Section 1113.18(d)).*

Deed: Provide a copy of the deed for the property with any deed restrictions. Deeds can be obtained at www.lcounty.com/rec.

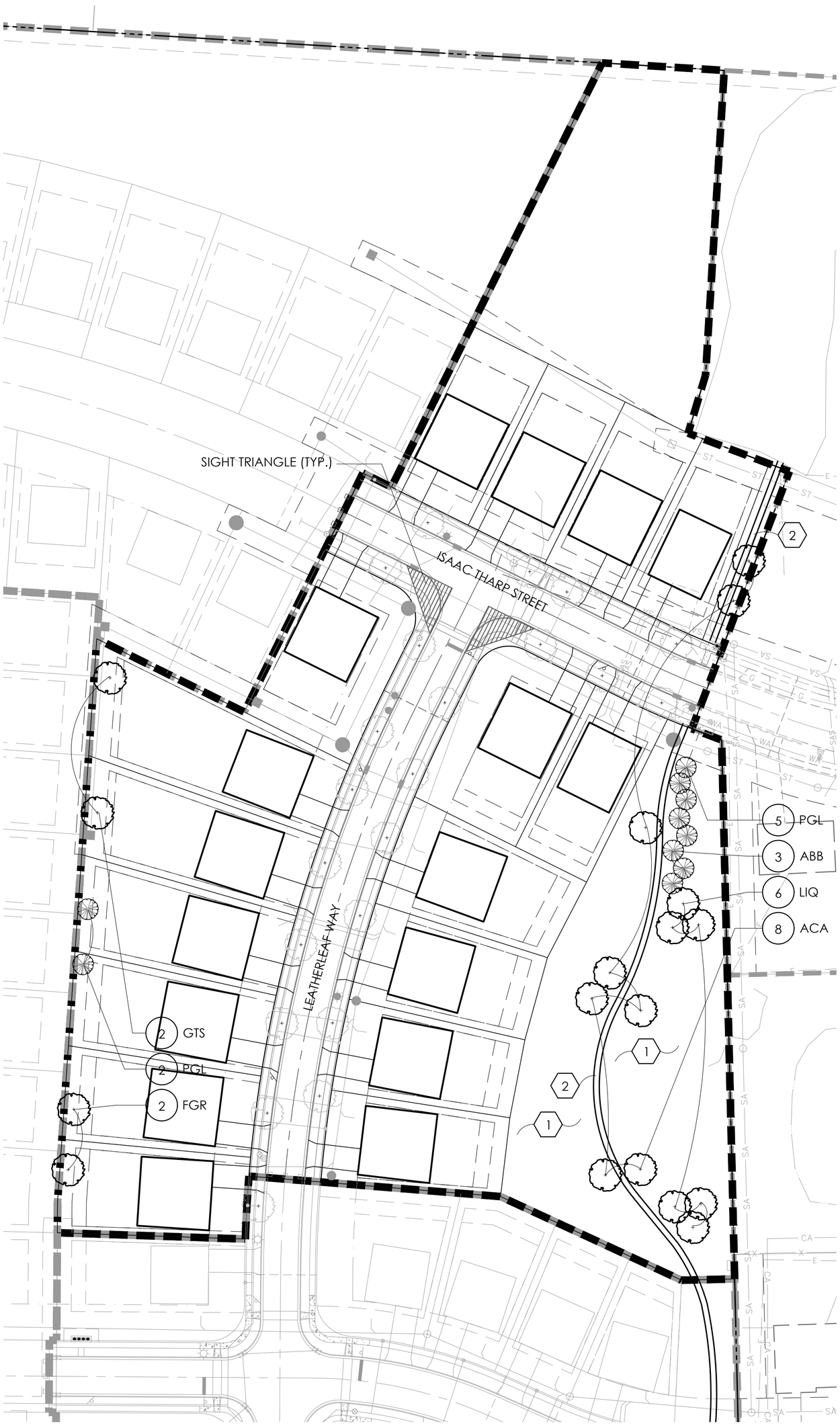
Address List: Submit one copy of a list of all property owners and addresses of those owning property within 200 feet or two parcels from any point on the subject property line, whichever creates more property owners. This list must be in accordance with the Licking County Auditor's current tax list and must be submitted on mailing labels.

Area Map: Submit 14 copies of an area map from the Licking County Engineer's office showing the area encompassed by the address list. Area maps can be obtained at www.lcounty.com/taxparcelviewer/default.

Signatures

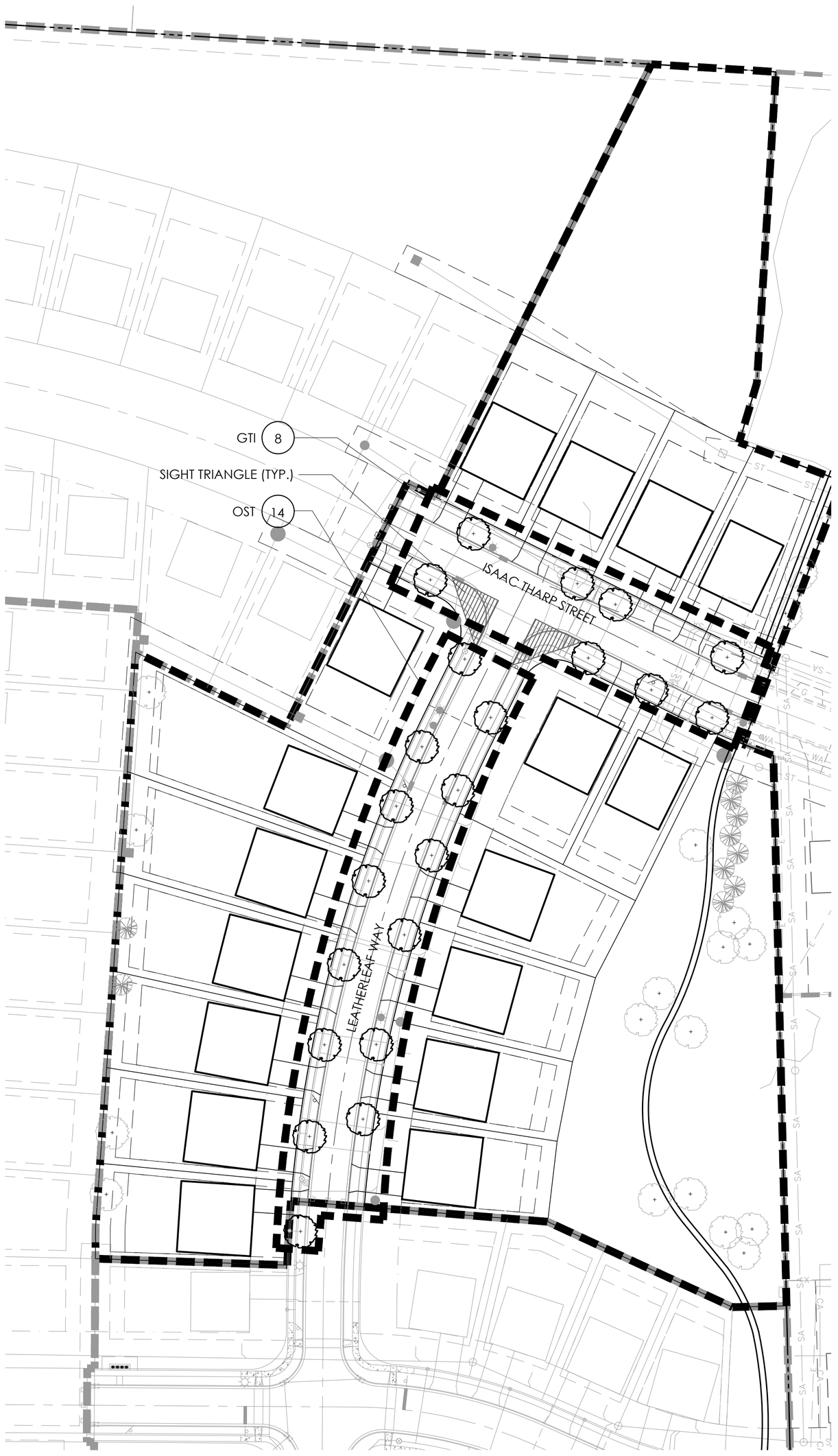
I certify the facts, statements and information provided on and attached to this application are true and correct to the best of my knowledge. Also, I authorize City of Pataskala staff to conduct site visits and photograph the property as necessary as it pertains to this final plan request.

Applicant:	Date: 4/13/22
Owner:	Date: 4/13/22



1 OVERALL PLANTING PLAN

SCALE: 1"=50'



2 STREET TREE PLANTING PLAN

SCALE: 1"=50'

OVERALL PLANTING PLAN PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES						
8	ACA	ACER CAMPESTRE	HEDGE MAPLE	2.5" CAL.	B&B	
2	GTS	GLEDITSIA TRIACANTHOS 'SUNBURST'	SUNBURST HONEY LOCUST	2.5" CAL.	B&B	
2	FGR	FAGUS GRANDIFOLIA	AMERICAN BEECH	2.5" CAL.	B&B	
6	LIQ	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEETGUM	2.5" CAL.	B&B	
EVERGREEN TREES						
3	ABB	ABIES BALSAMEA	BALSAM FIR	6-7' HGT.	B&B	
7	PGL	PICEA GLAUCA	WHITE SPRUCE	6-7' HGT.	B&B	

NOTES:
1. EACH LOT TO HAVE A MINIMUM OF 1 TREE IN YARD (IN ADDITION TO THE ABOVE PLANT LIST).
2. TREES PLANTED IN YARD TO CONTRIBUTE TOWARDS FINAL TREE REPLACEMENT COUNT.
3. SEE SHEET L-3 FOR YARD PLANTING AND YARD TREE LIST.

STREET TREE PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
8	GTI	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE SKYLINE'	SKYLINE HONEYLOCUST	2" CAL.	B&B	
14	OST	OSTRYA VIRGINIANA	EASTERN HOP HORNBEAM	2" CAL.	B&B	

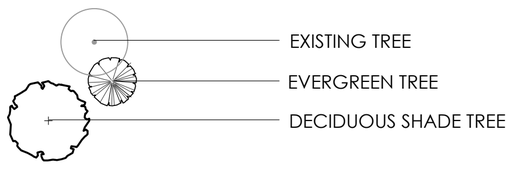
NOTES:
1. ALL STREET TREES WILL BE INSTALLED IN ACCORDANCE WITH VA-19-021
2. STREET TREES ARE NOT INCLUDED IN TREE REPLACEMENT NUMBERS.

CONSTRUCTION NOTES

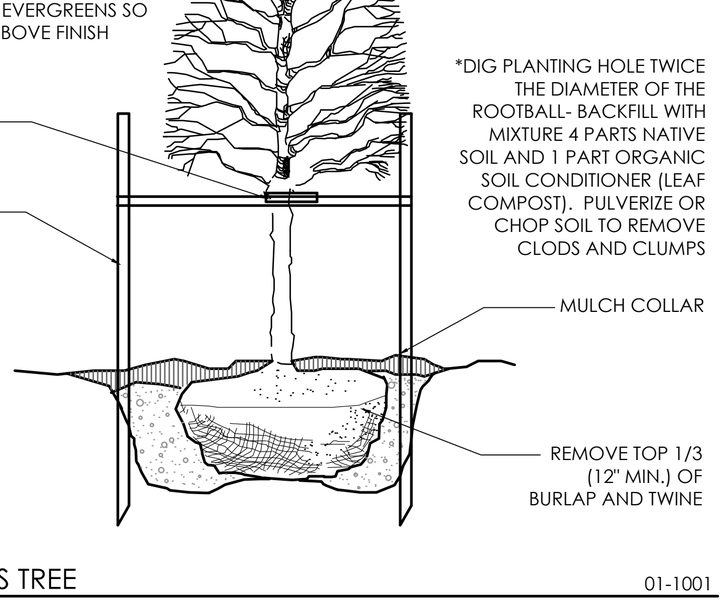
1. LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
2. 4' WIDE GRAVEL PATH.

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



NOTE:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2"- 3" ABOVE FINISH GRADE



3 DECIDUOUS TREE

N.T.S.

01-1001

OVERALL LANDSCAPE PLAN

EXHIBIT L-1

HERON MANOR SECTION 4

PREPARED FOR ADVANCED CIVIL DESIGN

DATE: 4.20.22

NORTH
SCALE 1"=50'

0 25 50 100 150

Faris Planning & Design

LAND PLANNING ◆ LANDSCAPE ARCHITECTURE

4876 Cemetery Road
p (614) 487-1964

Hilliard, OH 43026
www.farisplanninganddesign.com

ILLUSTRATIVE PLAN

EXHIBIT L-2

HERON MANOR SECTION 4

PREPARED FOR ADVANCED CIVIL DESIGN

DATE: 4.20.22

NORTH
SCALE 1"=60'

0 30 60 120 180

Faris Planning & Design

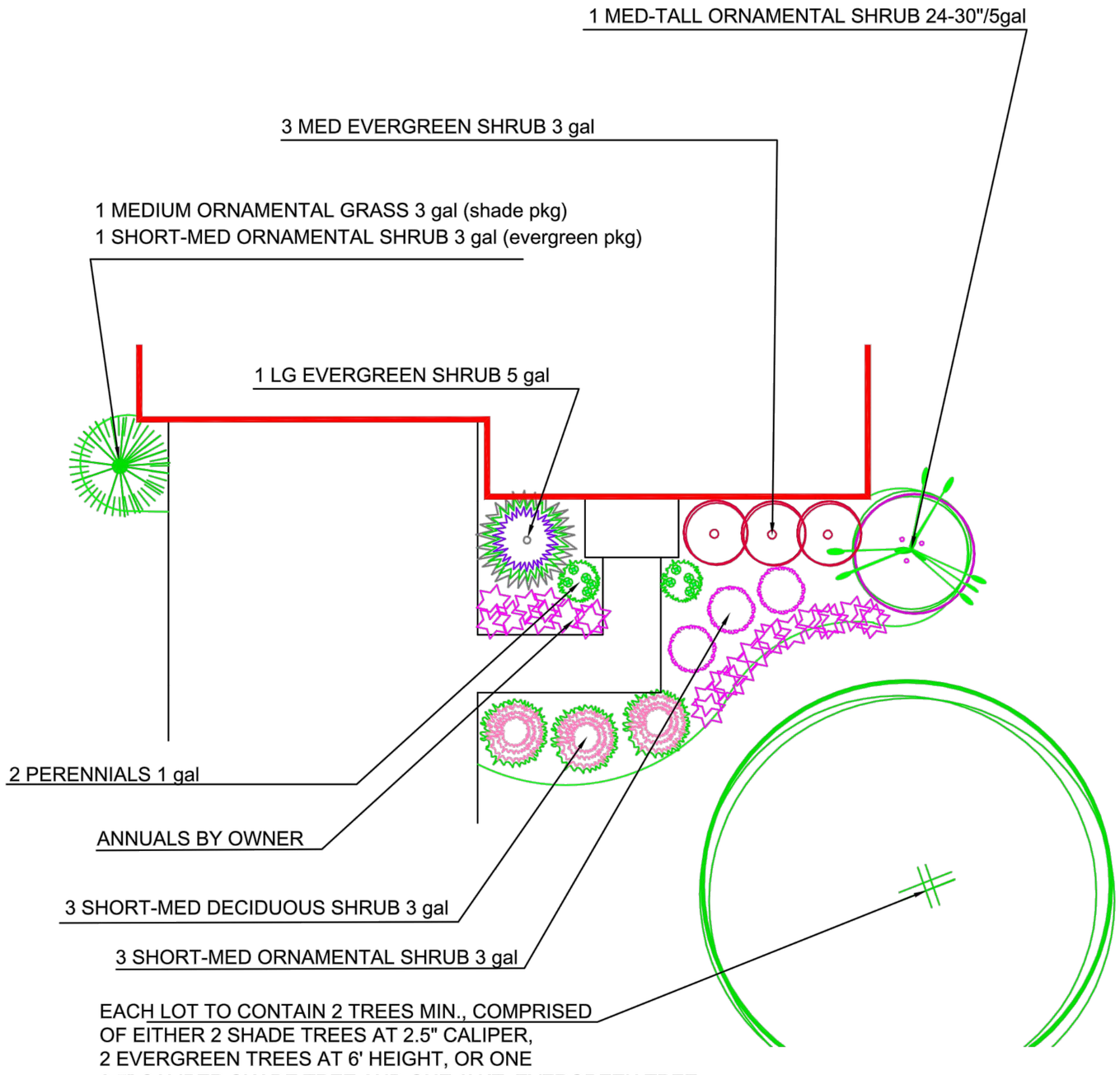
LAND PLANNING ◆ LANDSCAPE ARCHITECTURE

4876 Cemetery Road
p (614) 487-1964

Hilliard, OH 43026
www.farisplanninganddesign.com

HARPER

M38



*SHADE TREE OR EVERGREEN TREE OPTION

* Evergreen or shade tree options tbd by the landscaper and supervisor considering overall streetscape concept see detail, a minimum of one evergreen packages per 4 homes.

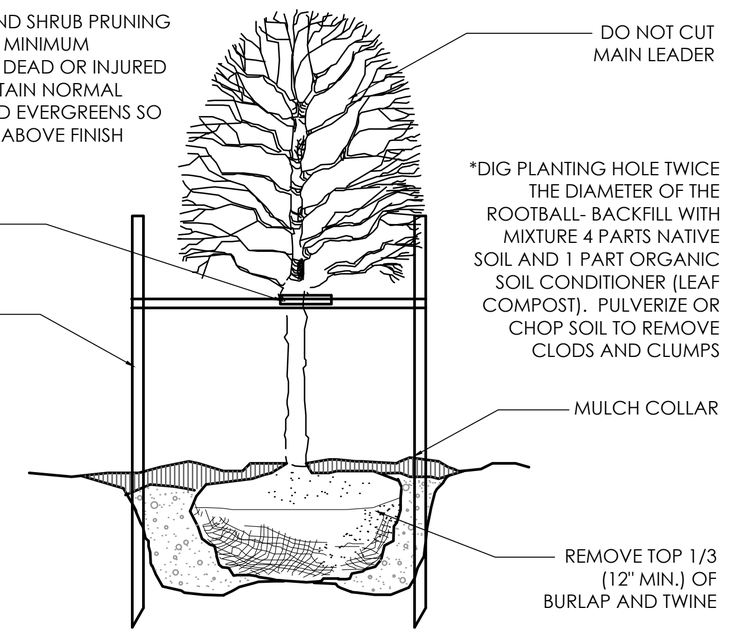
FISCHER HOMES

This plan is typical design, changes may need to occur per homesite conditions such as but not exclusive of: changes in grade, easements, utility locations, sun orientation, plant availability, soil conditions, and drainage conditions. These conditions will need to be determined in the field by the landscape professional. © 2007 Fischer Homes Inc. All Rights Reserved.

4 TYPICAL LOT LANDSCAPE ENLARGEMENT PLAN

NOTE: FRONT YARD TREE TO CONTRIBUTE TOWARD TREE REPLACEMENT COUNT

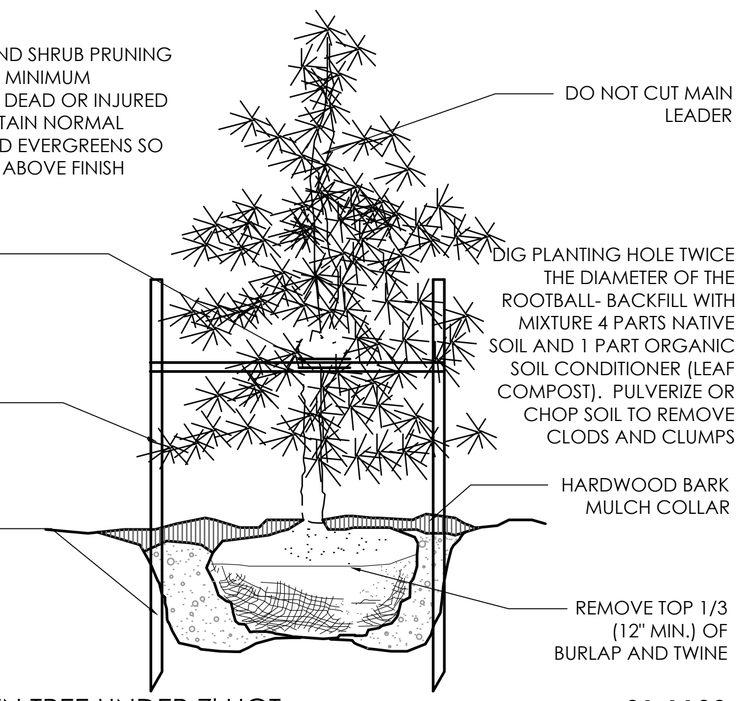
NOTE:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2"- 3" ABOVE FINISH GRADE



1 DECIDUOUS TREE 01-1001

N.T.S.

NOTE:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2"- 3" ABOVE FINISH GRADE.

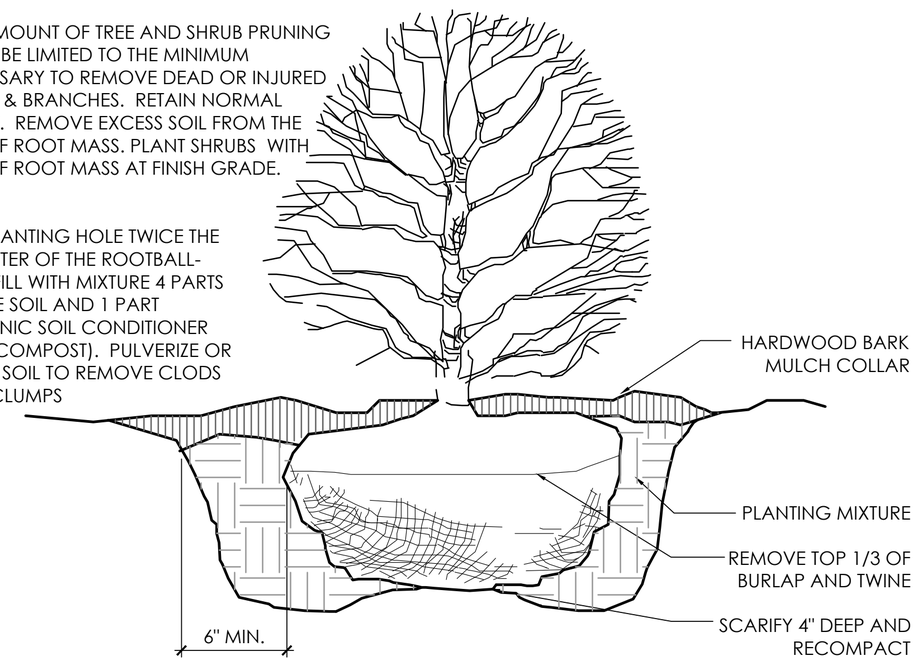


2 EVERGREEN TREE UNDER 7' HGT. 01-1100

N.T.S.

NOTE:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. REMOVE EXCESS SOIL FROM THE TOP OF ROOT MASS. PLANT SHRUBS WITH TOP OF ROOT MASS AT FINISH GRADE.

DIG PLANTING HOLE TWICE THE DIAMETER OF THE ROOTBALL- BACKFILL WITH MIXTURE 4 PARTS NATIVE SOIL AND 1 PART ORGANIC SOIL CONDITIONER (LEAF COMPOST). PULVERIZE OR CHOP SOIL TO REMOVE CLODS AND CLUMPS



3 SHRUB PLANTING DETAIL 01-1300

N.T.S.

FRONT YARD TREE LIST (17 LOTS) - SECTION 4 ONLY

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
2	ABB	ABIES BALSAMEA	BALSAM FIR	6-7' HGT.	B&B	
2	PGL	PICEA GLAUCA	WHITE SPRUCE	6-7' HGT.	B&B	
2	PAB	PICEA ABIES	NORWAY SPRUCE	6-7' HGT.	B&B	COUNTED @ 3:1 TOWARD REPLACEMENTS
1	PST	PINUS STROBUS	EASTERN WHITE PINE	6-7' HGT.	B&B	
2	CEL	CELTIS OCCIDENTALIS	HACKBERRY	2.5" CAL.	B&B	
2	TIL	TILIA AMERICANA	AMERICAN BASSWOOD	2.5" CAL.	B&B	
2	ACA	ACER CAMPESTRE	HEDGE MAPLE	2.5" CAL.	B&B	
2	ARU	ACER RUBRUM	RED MAPLE	2.5" CAL.	B&B	
2	GTS	GLEDITSIA TRIACANTHOS 'SUNBURST'	SUNBURST HONEY LOCUST	2.5" CAL.	B&B	
2	FGR	FAGUS GRANDIFOLIA	AMERICAN BEECH	2.5" CAL.	B&B	
2	BET	BETULA NIGRA	RIVER BIRCH	2.5" CAL.	B&B	
2	LIQ	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEET GUM	2.5" CAL.	B&B	
2	OST	OSTRYA VIRGINIANA	EASTERN HOP HORNBEAM	2.5" CAL.	B&B	
2	QUE	QUERCUS ELLIPSOIDALIS	NORTHERN PIN OAK	2.5" CAL.	B&B	
2	QUR	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B	

TYPICAL LOT PLANTING PLAN

EXHIBIT L-3

HERON MANOR SECTION 4

PREPARED FOR ADVANCED CIVIL DESIGN

DATE: 4.20.22

Faris Planning & Design

LAND PLANNING ◆ LANDSCAPE ARCHITECTURE

4876 Cemetery Road Hilliard, OH 43026
p (614) 487-1964 www.farisplanninganddesign.com

PRESERVATION PLANT KEY

EXISTING TREE

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCE (SEE DETAIL 1, THIS SHEET)

TREE PROTECTION ROPE OR HEAVY MILL FLAGGING (MIN. 2" WIDE) ACCOMPANIED BY "TREE SAVE AREA" SIGNAGE @ MIN. 50LF O.C.

NOTE: SEE SHEET L-7 FOR FOR INDEX OF EXISTING TREES

1 TREE PROTECTION FENCE 05-2809
N.T.S.

TREE PRESERVATION PLAN

EXHIBIT L-4

HERON MANOR SECTION 4

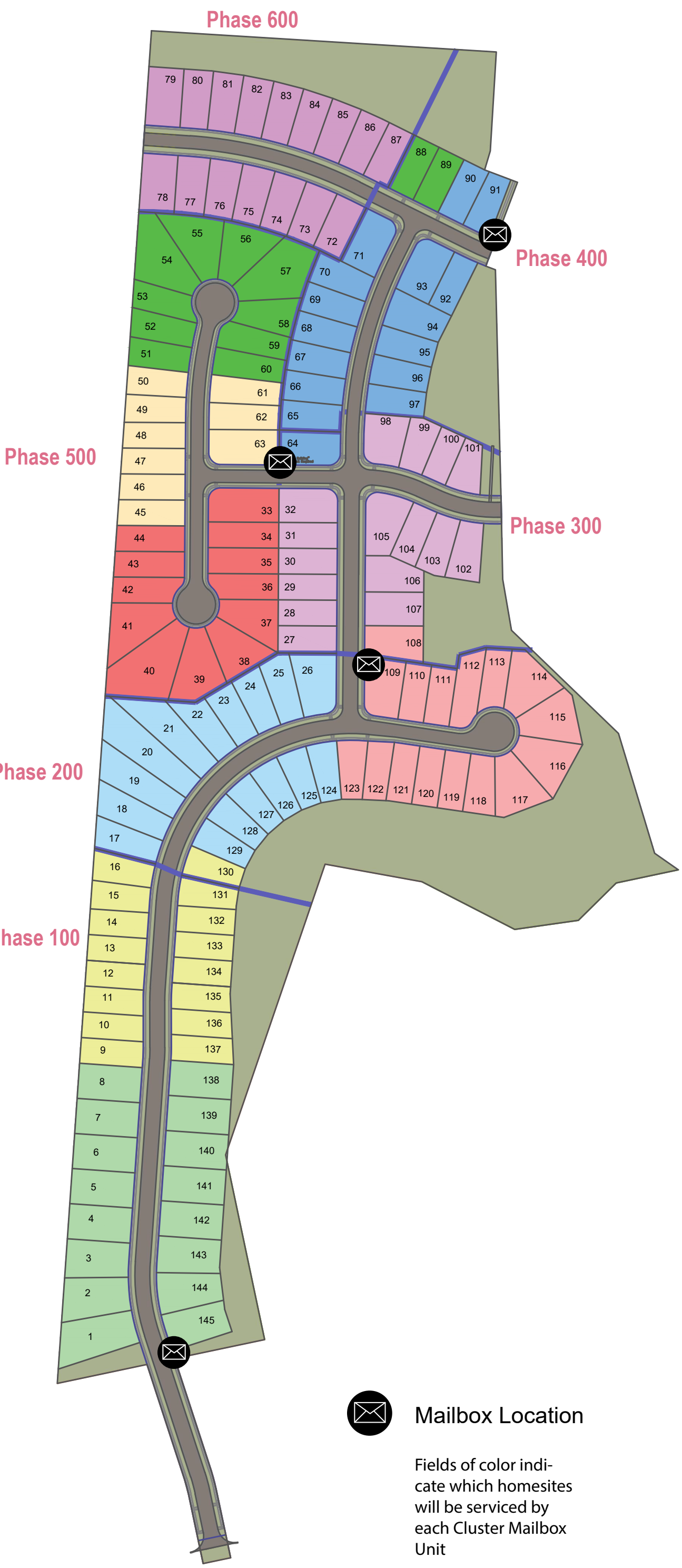
PREPARED FOR ADVANCED CIVIL DESIGN

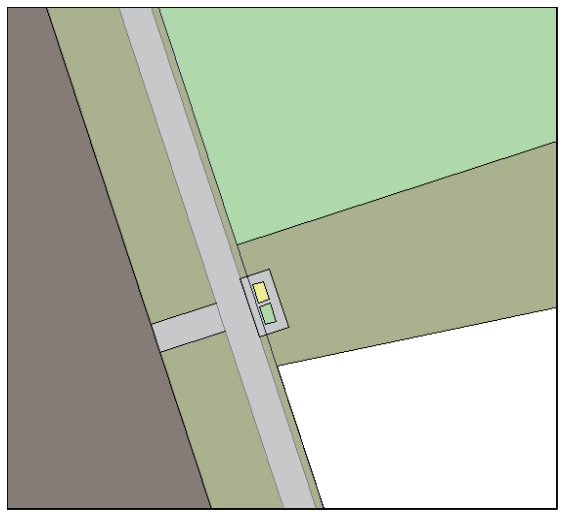
DATE: 4.20.22

NORTH
SCALE 1"=60'
0 30 60 120 180

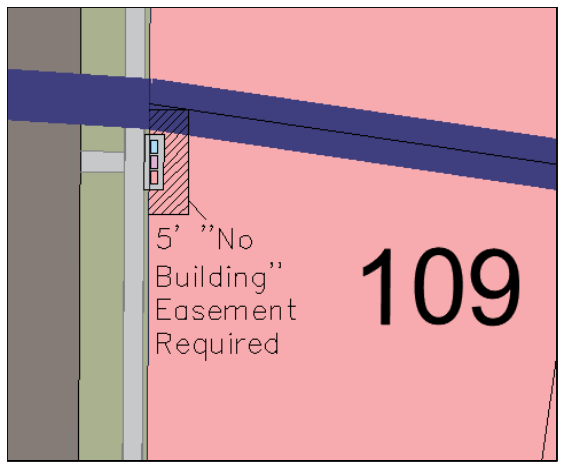
Faris Planning & Design
LAND PLANNING • LANDSCAPE ARCHITECTURE
4876 Cemetery Road
p (614) 487-1964
Hilliard, OH 43026
www.farisplanninganddesign.com

TREE #	SIZE	SPECIES	CONDITION	STATUS
1	15.3	ELM	FAIR	PRESERVED
2	3.8	ELM	FAIR	PRESERVED
3	1.9	ELM	FAIR	PRESERVED
4	3.8	ELM	FAIR	PRESERVED
5	5.7	ELM	FAIR	PRESERVED
6	10.8	ELM	FAIR	PRESERVED
7	6.4	ELM	FAIR	PRESERVED
8	11.5	ELM	GOOD	PRESERVED
9	6.7	ELM	GOOD	PRESERVED
10	11.5	OAK	GOOD	PRESERVED
11	11.5	OAK	GOOD	PRESERVED
12	14.6	OAK	GOOD	PRESERVED
13	11.5	OAK	FAIR	PRESERVED
14	6.4	OAK	FAIR	PRESERVED
15	8.6	OAK	FAIR	PRESERVED
16	6.1	OAK	FAIR	PRESERVED
17	9.6	OAK	FAIR	PRESERVED
18	11.1	OAK	GOOD	PRESERVED
19	7.3	OAK	GOOD	PRESERVED
20	9.2	OAK	GOOD	PRESERVED
21	13.4	OAK	GOOD	PRESERVED
22	6.1	OAK	POOR	PRESERVED
23	5.7	BOXELDER	POOR	PRESERVED
24	7.0	BEECH	GOOD	PRESERVED
25	6.4	BEECH	GOOD	PRESERVED
26	5.7	BEECH	FAIR	PRESERVED
27	11.5	BIRCH	GOOD	PRESERVED
28	6.4	BIRCH	FAIR	PRESERVED
29	6.1	ELM	FAIR	PRESERVED
30	6.4	ELM	FAIR	PRESERVED
31	6.1	ELM	FAIR	PRESERVED
32	6.4	ELM	FAIR	PRESERVED
33	7.0	ELM	FAIR	PRESERVED
34	8.3	TREE	POOR	PRESERVED
35	10.5	ELM	FAIR	PRESERVED
36	11.5	TREE	DEAD	PRESERVED
37	19.1	MAPLE	DEAD	PRESERVED
38	9.6	TREE	FAIR	PRESERVED
39	19.1	COTTONWOOD	FAIR	PRESERVED
40	13.4	ELM	GOOD	PRESERVED
41	9.9	TREE	GOOD	PRESERVED
42	39.6	TREE	FAIR	PRESERVED
43	8.3	OAK	GOOD	PRESERVED
44	6.1	OAK	FAIR	PRESERVED
45	9.6	ELM	POOR	PRESERVED
46	9.6	BIRCH	FAIR	REMOVE
47	11.8	OAK	GOOD	PRESERVED
48	7.3	BIRCH	GOOD	PRESERVED
49	5.7	BIRCH	FAIR	PRESERVED
50	8.6	MAPLE	GOOD	PRESERVED
51	45.9	MAPLE	GOOD	PRESERVED
52	8.6	MAPLE	FAIR	PRESERVED
53	8.3	MAPLE	GOOD	PRESERVED
54	35.4	MAPLE	GOOD	PRESERVED
55	6.7	MAPLE	GOOD	PRESERVED
56	6.7	BEECH	GOOD	PRESERVED
57	6.1	WILLOW	FAIR	PRESERVED
58	6.7	MAPLE	FAIR	PRESERVED
59	7.0	MULBERRY	GOOD	PRESERVED
60	7.0	MULBERRY	GOOD	PRESERVED
61	5.7	MULBERRY	GOOD	PRESERVED
62	16.2	COTTONWOOD	GOOD	PRESERVED
63	8.6	TREE	DEAD	PRESERVED
64	12.7	MULBERRY	GOOD	PRESERVED
65	7.6	TREE	POOR	PRESERVED
66	6.1	TREE	GOOD	PRESERVED
67	9.6	MULBERRY	GOOD	PRESERVED
69	8.6	HACKBERRY	GOOD	PRESERVED
70	6.1	BIRCH	GOOD	PRESERVED
71	5.7	TREE	GOOD	PRESERVED
72	6.4	WALNUT	FAIR	PRESERVED
73	47.8	COTTONWOOD	GOOD	PRESERVED
74	27.1	COTTONWOOD	POOR	PRESERVED
75	6.4	OAK	GOOD	PRESERVED
76	9.6	BIRCH	DEAD	PRESERVED
77	6.7	BUCKEYE	GOOD	PRESERVED
79	9.6	BIRCH	FAIR	PRESERVED
80	11.1	OAK	GOOD	PRESERVED
81	5.7	LOCUST	FAIR	PRESERVED
82	7.0	OAK	GOOD	PRESERVED
83	6.4	OAK	FAIR	PRESERVED
84	10.2	PEAR	GOOD	PRESERVED
85	6.4	HACKBERRY	GOOD	PRESERVED
86	6.4	HACKBERRY	GOOD	PRESERVED
87	15.9	TREE	DEAD	PRESERVED
88	5.7	HACKBERRY	GOOD	PRESERVED
89	6.1	OAK	GOOD	PRESERVED
90	6.4	OAK	GOOD	PRESERVED
91	9.6	WILLOW	GOOD	PRESERVED
92	31.8	ASH	POOR	PRESERVED
93	7.6	OAK	FAIR	PRESERVED
94	8.0	BEECH	GOOD	PRESERVED
95	9.6	OAK	GOOD	PRESERVED
96	15.3	MAPLE	FAIR	PRESERVED
97	6.1	MULBERRY	GOOD	PRESERVED
98	38.2	BEECH	GOOD	PRESERVED
99	6.4	MAPLE	GOOD	PRESERVED
100	6.7	MAPLE	GOOD	PRESERVED
101	11.5	BEECH	GOOD	PRESERVED
102	26.8	ASH	DEAD	PRESERVED
103	7.0	MAPLE	FAIR	PRESERVED
104	14.6	TREE	GOOD	PRESERVED
105	11.5	OAK	GOOD	PRESERVED
106	18.5	MAPLE	GOOD	PRESERVED
107	19.1	ASH	DEAD	PRESERVED
108	6.7	MAPLE	GOOD	PRESERVED
109	6.4	WILLOW	GOOD	PRESERVED
110	12.7	ASH	DEAD	PRESERVED
111	11.5	ASH	POOR	PRESERVED
112	31.8	ASH	POOR	PRESERVED
113	31.8	TREE	GOOD	PRESERVED
114	10.2	MAPLE	FAIR	PRESERVED
115	6.7	OAK	FAIR	PRESERVED
116	9.6	MAPLE	FAIR	PRESERVED
118	6.4	WILLOW	GOOD	PRESERVED
119	6.1	WILLOW	FAIR	PRESERVED
120	22.3	ASH	DEAD	PRESERVED
121	6.4	WILLOW	POOR	PRESERVED
122	8.3	WILLOW	FAIR	PRESERVED
123	23.9	BEECH	POOR	PRESERVED
124	5.7	MAPLE	FAIR	PRESERVED
125	11.5	ASH	POOR	PRESERVED
126	15.9	BEECH	FAIR	PRESERVED
127	6.1	WILLOW	FAIR	PRESERVED
128	7.3	WILLOW	FAIR	PRESERVED
129	6.1	WILLOW	FAIR	PRESERVED
130	6.1	MAPLE	FAIR	PRESERVED
131	5.7	MAPLE	FAIR	PRESERVED
132	28.7	BEECH	FAIR	PRESERVED
133	6.1	ELM	FAIR	PRESERVED
134	6.7	MAPLE	FAIR	PRESERVED
135	9.2	MAPLE	FAIR	PRESERVED
138	14.3	ASH	DEAD	PRESERVED
139	7.6	CHERRY	FAIR	PRESERVED
140	30.3	BIRCH	GOOD	PRESERVED
141	11.8	ELM	FAIR	PRESERVED
142	6.1	HACKBERRY	FAIR	PRESERVED
143	6.4	ELM	FAIR	PRESERVED
144	6.1	MAPLE	FAIR	PRESERVED
145	7.6	BEECH	POOR	PRESERVED
146	7.0	ASH	FAIR	PRESERVED
147	10.2	OAK	FAIR	PRESERVED
148	6.7	ELM	FAIR	PRESERVED
149	13.1	ELM	GOOD	PRESERVED
150	39.8	ASH	FAIR	PRESERVED
151	44.6	ASH	DEAD	PRESERVED
152	8.9	BEECH	GOOD	PRESERVED
153	21.7	BEECH	GOOD	PRESERVED
154	11.5	ASH	POOR	PRESERVED
155	17.8	ASH	DEAD	PRESERVED
156	14.0	TREE	DEAD	PRESERVED
157	10.5	MAPLE	FAIR	PRESERVED
158	6.1	MAPLE	FAIR	PRESERVED
159	25.5	ASH	POOR	PRESERVED
160	13.4	OAK	FAIR	PRESERVED
161	9.6	MAPLE	FAIR	PRESERVED
162	7.6	BEECH	FAIR	PRESERVED
163	7.0	OAK	FAIR	PRESERVED
164	23.2	ASH	DEAD	PRESERVED
165	14.0	ASH	DEAD	PRESERVED
166	8.6	MAPLE	FAIR	PRESERVED
167	6.4	MAPLE	FAIR	PRESERVED
168	22.3	ASH	DEAD	PRESERVED
169	7.3	ASH	FAIR	PRESERVED
170	22.3	ASH	DEAD	PRESERVED
171	8.0	ASH	FAIR	PRESERVED
172	7.3	ASH	FAIR	PRESERVED
173	7.6	MAPLE	FAIR	PRESERVED
174	10.2	OAK	FAIR	PRESERVED
175	7.3	MAPLE	GOOD	PRESERVED
176	33.4	OAK	GOOD	PRESERVED
177	5.7	MAPLE	GOOD	PRESERVED
178	6.1	HICKORY	GOOD	PRESERVED
179	8.3	OAK	GOOD	PRESERVED
180	7.6	ASH	DEAD	PRESERVED
181	16.9	OAK	GOOD	PRESERVED
182	10.5	ASH	DEAD	PRESERVED
183	11.1	MAPLE	GOOD	PRESERVED
184	6.1	MAPLE	GOOD	PRESERVED
185	20.7	CHERRY	GOOD	PRESERVED
186	11.1	MAPLE	GOOD	PRESERVED
187	11.5	WILLOW	GOOD	PRESERVED
188	16.6	MAPLE	GOOD	PRESERVED
189	6.4	MAPLE	GOOD	PRESERVED
190	6.1	MAPLE	GOOD	PRESERVED
191	7.6	MAPLE	FAIR	PRESERVED
192	19.1	CHERRY	GOOD	PRESERVED
193	10.2	MAPLE	FAIR	PRESERVED
194	11.8	ASH	FAIR	PRESERVED
195	11.5	MAPLE	FAIR	PRESERVED
196	6.1	MAPLE	DEAD	PRESERVED
197	6.4	BIRCH	FAIR	PRESERVED
198	14.3	BIRCH	FAIR	PRESERVED
199	15.9	ASH	DEAD	PRESERVED
200	12.7	HICKORY	FAIR	PRESERVED
201	6.1	MAPLE	FAIR	PRESERVED
202	6.1	MAPLE	FAIR	PRESERVED
203	11.5	MAPLE	GOOD	PRESERVED
204	17.5	ASH	DEAD	PRESERVED
205	18.5	ASH	DEAD	PRESERVED
206	19.1	ASH	DEAD	PRESERVED
207	29.7	ASH	POOR	PRESERVED
208	21.3	ASH	POOR	PRESERVED
209	14.3	MAPLE	FAIR	PRESERVED
210	7.0	MAPLE	FAIR	PRESERVED
211	7.6	MAPLE	FAIR	PRESERVED
212	11.1	MAPLE	GOOD	PRESERVED
213	11.5	ASH	DEAD	PRESERVED
214	17.5	SWEETGUM	POOR	PRESERVED
215	13.1	MAPLE	FAIR	REMOVE
216	7.6	BEECH	FAIR	PRESERVED
217	14.0	MAPLE	FAIR	REMOVE
218	10.2	MAPLE	FAIR	REMOVE
219	6.1	MAPLE	FAIR	REMOVE
220	7.6	ASH	DEAD	REMOVE
221	7.6	MAPLE	FAIR	REMOVE
222	6.1	MAPLE	FAIR	REMOVE
223	12.7	ASH	DEAD	REMOVE
224	12.1	MAPLE	FAIR	REMOVE
225	25.5	ASH	DEAD	REMOVE
226	8.0	MAPLE	DEAD	PRESERVED
227	13.1	MAPLE	GOOD	PRESERVED
228	16.2	OAK	GOOD	PRESERVED
229	13.1	MAPLE	GOOD	PRESERVED
230	7.0	MAPLE	GOOD	PRESERVED
231	20.1	SYCAMORE	GOOD	PRESERVED
232	15.3	MAPLE	GOOD	PRESERVED
233	9.2	CHERRY	GOOD	PRESERVED
234	10.2	ASH	FAIR	PRESERVED
235	8.0	MAPLE	GOOD	PRESERVED
236	16.9	OAK	GOOD	PRESERVED
237	7.3	MAPLE	GOOD	PRESERVED
238	6.1	MAPLE	GOOD	PRESERVED
239	6.4	BEECH	FAIR	PRESERVED
240	7.3	BEECH	GOOD	PRESERVED
241	14.0	ELM	FAIR	PRESERVED
242	9.9	MAPLE	FAIR	PRESERVED
243	9.2	MAPLE	FAIR	REMOVE
244	7.0	MULBERRY	GOOD	REMOVE
245	11.5	ASH	DEAD	REMOVE
246	6.1	BEECH	GOOD	REMOVE
247	17.2	MAPLE	GOOD	REMOVE
248	7.3	MAPLE	POOR	REMOVE
249	6.4	HACKBERRY	POOR	REMOVE
250	7.3	BEECH	GOOD	REMOVE
251	19.7	ASH	DEAD	REMOVE
252	27.1	ASH	DEAD	REMOVE
253	13.4	MAPLE	FAIR	REMOVE
254	16.2	MAPLE	FAIR	REMOVE
255	17.5	MAPLE	GOOD	REMOVE
256	7.0	ASH	DEAD	REMOVE
257	7.6	OAK	GOOD	REMOVE
258	5.7	BEECH	GOOD	REMOVE
259	7.0	OAK	FAIR	REMOVE
260	7.6	WILLOW	GOOD	REMOVE
261	7.6	WILLOW	GOOD	REMOVE
262	8.0	OAK	GOOD	REMOVE
263	6.1	OAK	GOOD	REMOVE
264	6.1	WILLOW	GOOD	REMOVE
265	6.1	WILLOW	GOOD	REMOVE
266	9.6	OAK	GOOD	REMOVE
267	5.7	WILLOW	GOOD	REMOVE
268	6.4	OAK	GOOD	REMOVE
269	21.3	ASH	POOR	REMOVE
270	7.6	MAPLE	FAIR	REMOVE
271	21.3	WALNUT	FAIR	REMOVE
272	6.7	MAPLE	FAIR	REMOVE
273	17.5	MAPLE	GOOD	REMOVE
274	15.9	ASH	POOR	REMOVE
275	22.3	ASH	POOR	REMOVE
276	15.9	ASH	DEAD	REMOVE
277	6.1	OAK	GOOD	REMOVE
278	15.3	ASH	DEAD	REMOVE
279	7.6	HACKBERRY	GOOD	REMOVE
280	6.4	MAPLE	GOOD	REMOVE
281	6.7	ASH	DEAD	REMOVE
282	8.0	BEECH	GOOD	REMOVE
283	7.6	BEECH	GOOD	REMOVE
284	6.7	BEECH	GOOD	REMOVE
285	16.9	ASH	DEAD	REMOVE
286	16.6	BEECH	GOOD	REMOVE
287	21.3	ASH	POOR	REMOVE
288	15.9	ASH	DEAD	REMOVE
289	6.4	ELM	FAIR	REMOVE
290	7.6	HACKBERRY	GOOD	REMOVE
291	9.6	ASH	DEAD	REMOVE
292	23.9	ELM	GOOD	REMOVE
293	9.6	HACKBERRY	GOOD	REMOVE
294	12.7	HACKBERRY	GOOD	REMOVE
295	15.6	BIRCH	GOOD	REMOVE
296	8.0	BEECH	GOOD	REMOVE
297	19.1	ASH	DEAD	REMOVE
298	6.1	WILLOW	FAIR	REMOVE
299	11.1	HAWTHORN	POOR	REMOVE
300	20.7	ASH	DEAD	REMOVE
301	6.4	ASH	DEAD	REMOVE
302	22.3	HACKBERRY	GOOD	REMOVE
303	31.8	HACKBERRY	GOOD	REMOVE
304	6.7	HACKBERRY	FAIR	REMOVE
305	25.5	HACKBERRY	FAIR	REMOVE
306	6.1	HACKBERRY	FAIR	REMOVE
307	5.7	HACKBERRY	GOOD	REMOVE
308	8.0	HACKBERRY	GOOD	REMOVE
309	11.1	BEECH	GOOD	REMOVE
310	11.5	ELM	FAIR	REMOVE
311	15.0	LOCUST	GOOD	REMOVE
312	14.3	HACKBERRY	GOOD	REMOVE
313	6.1	BEECH	FAIR	REMOVE
314	18.5	MAPLE	GOOD	REMOVE
315	10.5	ASH	DEAD	REMOVE
316	6.1	ASH	FAIR	REMOVE
317	8.6	ASH	FAIR	REMOVE
318	7.0	BEECH	FAIR	REMOVE
319	8.0	CHERRY	POOR	REMOVE
320	7.3	BEECH	FAIR	REMOVE
321	11.5	ASH	FAIR	REMOVE
322	6.4	HACKBERRY	FAIR	REMOVE
323	7.6	OAK	FAIR	REMOVE
324	6.7	BEECH	GOOD	REMOVE
325	15.9	LOCUST	GOOD	REMOVE
326	6.4	LOCUST	GOOD	REMOVE
327	45.2	LOCUST	GOOD	REMOVE
328	12.7	ASH	POOR	REMOVE
329	7.0	BIRCH	DEAD	REMOVE
330	6.4	ELM	GOOD	REMOVE
331	7.6	BEECH	GOOD	REMOVE
332	5.7	BEECH	FAIR	REMOVE
333	6.7	LOCUST	GOOD	REMOVE
334	8.6	CHERRY	GOOD	REMOVE
335	8.9	OAK	GOOD	REMOVE
336	14.3	BEECH	GOOD	REMOVE
337	18.5	OAK	GOOD	REMOVE
338	6.7	ASH	FAIR	REMOVE
339	6.1	LOCUST	GOOD	REMOVE
340	7.6	BIRCH	DEAD	REMOVE
341	6.1	BIRCH	DEAD	REMOVE
342	7.6	HACKBERRY	GOOD	REMOVE
343	12.1	OAK	GOOD	REMOVE
344	6.7	ASH	GOOD	REMOVE
345	13.4	MAPLE	FAIR	REMOVE
346	7.6	MULBERRY	GOOD	REMOVE
347	47.8	LOCUST	GOOD	REMOVE
348	6.4	OAK	GOOD	REMOVE
349	10.2	OAK	FAIR	REMOVE
350	6.7	OAK	GOOD	REMOVE
351	6.7	WILLOW	GOOD	REMOVE
352	6.1	ELM	GOOD	REMOVE
353	6.1	APPLE	GOOD	REMOVE
354	6.7	ELM	GOOD	REMOVE
355	6.4	ELM	GOOD	REMOVE
356	7.0	MAPLE	GOOD	REMOVE
357	7.3	MAPLE	GOOD	REMOVE
358	7.6	MAPLE	FAIR	REMOVE
359	15.0	WALNUT	GOOD	REMOVE
360	15.9	MAPLE	GOOD	REMOVE
361	9.6	HACKBERRY	FAIR	REMOVE
362	7.0	CHERRY	FAIR	REMOVE
363	11.1	OAK	FAIR	REMOVE
364	6.7	BEECH	FAIR	REMOVE
365	7.3	ELM	FAIR	REMOVE
366	13.4	OAK	FAIR	REMOVE
367	35.0	WALNUT	FAIR	REMOVE
368	15.9	WALNUT	FAIR	REMOVE
369	17.5	CHERRY	GOOD	REMOVE
370	14.3	ELM	FAIR	REMOVE
371	6.4	ELM	FAIR	REMOVE
372	17.5	ASH	FAIR	REMOVE
373	21.0	HACKBERRY	GOOD	REMOVE
374	21.0	HACKBERRY	FAIR	REMOVE
375	7.0	HACKBERRY	GOOD	REMOVE
376	33.4	LOCUST	GOOD	REMOVE
377	30.3	CHERRY	GOOD	REMOVE
378	19.1	ASH	DEAD	REMOVE
379	7.0	HACKBERRY	GOOD	REMOVE
380	44.6	ASH	DEAD	REMOVE
381	6.1	ELM	GOOD	REMOVE
382	14.3	HACKBERRY	GOOD	REMOVE
383	17.5	HACKBERRY	GOOD	REMOVE
384	8.0	ELM	GOOD	REMOVE
385	6.1	OAK	GOOD	REMOVE
386	11.1	LOCUST	GOOD	REMOVE
387	6.1	OSAGE ORANGE	GOOD	REMOVE
388	10.8	ELM	GOOD	REMOVE
389	31.8	OAK	GOOD	REMOVE
390	6.1	ELM	GOOD	REMOVE
391	7.6	WILLOW	GOOD	REMOVE
392	7.6	HACKBERRY	GOOD	REMOVE
393	6.1	HACKBERRY	GOOD	REMOVE
394	9.6	BEECH	GOOD	REMOVE
395	8.0	BEECH	GOOD	REMOVE
396	6.1	HACKBERRY	GOOD	REMOVE
397	6.1	HACKBERRY	GOOD	REMOVE
398	7.0	BEECH	GOOD	REMOVE
399	6.1	WALNUT	GOOD	REMOVE
400	7.3	BEECH	GOOD	REMOVE
401	16.2	WALNUT	GOOD	REMOVE
402	6.4	BEECH	GOOD	REMOVE
403	6.4	ELM	FAIR	REMOVE
404	17.5	ASH	DEAD	REMOVE
405	23.9	BEECH	GOOD	REMOVE
406	7.6	HACKBERRY	GOOD	REMOVE
407	6.4	BEECH	GOOD	REMOVE
408	6.4	BEECH	GOOD	REMOVE
409	6.1	BEECH	GOOD	REMOVE
410	14.3	WALNUT	GOOD	REMOVE
411	11.5	WALNUT	GOOD	REMOVE
412	6.1	HACKBERRY	GOOD	REMOVE
413	11.8	BEECH	GOOD	REMOVE
414	31.8	MAPLE	GOOD	REMOVE
415	7.0	ELM	GOOD	REMOVE
416	6.1	ELM	GOOD	REMOVE
417	6.1	ELM	GOOD	REMOVE
418	15.9	MAPLE	GOOD	REMOVE
419	25.5	ASH	FAIR	REMOVE
420	30.3	ASH	POOR	REMOVE
421	13.4	MAPLE	GOOD	REMOVE
422	7.6	MAPLE	GOOD	REMOVE
423	12.7	ASH	POOR	REMOVE
424	6.1	BEECH	FAIR	REMOVE
425	12.1	MAPLE	GOOD	REMOVE
426	7.6	LOCUST	GOOD	REMOVE
427	11.5	MAPLE	GOOD	REMOVE
428	6.1	MAPLE	FAIR	REMOVE
429	6.1	BEECH	FAIR	REMOVE
430	7.6	HACKBERRY	GOOD	REMOVE
431	13.1	WALNUT	GOOD	REMOVE
432	6.4	ASH	DEAD	REMOVE
433	6.1	HACKBERRY	GOOD	REMOVE
434	6.1	ELM	FAIR	REMOVE
435	7.6	MAPLE	FAIR	REMOVE
436	45.2	MAPLE	GOOD	REMOVE
437	12.4	MAPLE	FAIR	REMOVE
438	7.0	OAK	GOOD	REMOVE
439	6.1	ELM	POOR	REMOVE
440	15.9	OAK	POOR	REMOVE
441	11.5	ELM	FAIR	REMOVE
442	6.7	HACKBERRY	GOOD	REMOVE
443	6.1	BEECH	GOOD	REMOVE
444	29.7	HACKBERRY	GOOD	REMOVE
445	20.1	HACKBERRY	FAIR	REMOVE
446	6.1	HACKBERRY	FAIR	REMOVE
447	12.7	HACKBERRY	FAIR	REMOVE
448	6.1	BEECH	FAIR	REMOVE
449	6.7	HACKBERRY	GOOD	REMOVE
450	7.6	HACKBERRY	FAIR	REMOVE
451	6.4	ELM	FAIR	REMOVE
452	7.0	ASH	DEAD	REMOVE
453	6.1	BEECH	FAIR	REMOVE
454	9.2	BEECH	FAIR	REMOVE
455	6.7	ELM	FAIR	REMOVE
456	7.0	BEECH	GOOD	REMOVE
457	6.1	BEECH	FAIR	REMOVE
458	7.6	ELM	FAIR	REMOVE
459	7.6	ELM	FAIR	REMOVE
460	7.6	HACKBERRY	FAIR	REMOVE
461	13.4	OAK	FAIR	REMOVE
462	6.1	BEECH	FAIR	REMOVE
463	12.4	OAK	GOOD	REMOVE
464	30.3	WALNUT	GOOD	REMOVE
465	7.6	ELM	FAIR	REMOVE
466	10.5	CHERRY	DEAD	REMOVE
467	16.6	HICKORY	FAIR	REMOVE
468	15.3	HICKORY	FAIR	REMOVE
469	16.2	WILLOW	FAIR	REMOVE
470	7.6	ELM	FAIR	REMOVE
471	11.1	BEECH	FAIR	REMOVE
472	6.7	ELM	FAIR	REMOVE
473	7.6	ELM	FAIR	REMOVE
474	14.3	WALNUT	GOOD	REMOVE
475	8.0	ELM	FAIR	REMOVE
476	6.1	OAK	FAIR	REMOVE
477	23.9	BEECH	FAIR	REMOVE
478	12.7	BEECH	GOOD	REMOVE
479	13.1	BEECH	GOOD	REMOVE
480	6.7	BEECH	FAIR	REMOVE
481	7.3	BEECH	GOOD	REMOVE
482	14.3	HACKBERRY	FAIR	REMOVE
483	12.7	CHERRY	DEAD	REMOVE
484	7.0	HACKBERRY	GOOD	REMOVE
485	12.7	MAPLE	FAIR	REMOVE
486	14.0	CHERRY	POOR	REMOVE
487	12.7	ELM	FAIR	REMOVE
488	6.7	OAK	FAIR	REMOVE
489	7.3	ELM	FAIR	REMOVE
490	7.6	CHERRY	FAIR	REMOVE
491	10.2	BEECH	FAIR	REMOVE
492	6.4	BEECH	FAIR	REMOVE
493	11.1	CHERRY	GOOD	REMOVE
494	19.1	OAK	FAIR	REMOVE
495	23.9	OAK	GOOD	REMOVE
496	7.6	CHERRY	DEAD	REMOVE
497	10.5	MAPLE	GOOD	REMOVE
498	11.5	MAPLE	FAIR	REMOVE
499	19.1	ASH	POOR	REMOVE
500	7.3	HACKBERRY	GOOD	REMOVE
501	12.4	HACKBERRY	GOOD	REMOVE
502	6.4	HACKBERRY	FAIR	REMOVE
503	6.1	BEECH	GOOD	REMOVE
504	7.6	HACKBERRY	FAIR	REMOVE
505	13.4	OAK	GOOD	REMOVE
506	6.7	ELM	FAIR	REMOVE
507	6.1	CHERRY	DEAD	REMOVE
508	6.1	HACKBERRY	FAIR	REMOVE
509	35.0	HACKBERRY	GOOD	REMOVE
510	6.1	HACKBERRY	FAIR	REMOVE
511	7.3	HACKBERRY	FAIR	REMOVE
512	7.0	HACKBERRY	GOOD	REMOVE
513	6.1	HACKBERRY	GOOD	REMOVE
514	11.5	OAK	GOOD	REMOVE
515	6.7	ASH	DEAD	REMOVE
516	6.1	ASH	POOR	REMOVE
517	7.6	HACKBERRY	FAIR	REMOVE
518	6.1	LOCUST	GOOD	REMOVE
519	7.0	CHERRY	DEAD	REMOVE
520	6.1	ELM	FAIR	REMOVE
521	12.4	CHERRY	DEAD	REMOVE
522	7.0	ELM	GOOD	REMOVE
523	6.1	ELM	FAIR	REMOVE
524	11.1	CHERRY	GOOD	REMOVE
525	7.0	BEECH	FAIR	REMOVE
526	6.1	ELM	GOOD	REMOVE
527	6.4	ELM	GOOD	REMOVE
528	7.0	ELM	GOOD	REMOVE
529	6.7	ELM	GOOD	REMOVE
530	6.1	ELM	GOOD	REMOVE
531	31.8	ELM	FAIR	REMOVE
532	6.1	ELM	GOOD	REMOVE
533	8.3	BEECH	GOOD	REMOVE
534	7.6	CHERRY	DEAD	REMOVE
535	8.6	BEECH	GOOD	REMOVE
536	6.1	ELM	FAIR	REMOVE
537	47.8	HICKORY	GOOD	REMOVE
538	7.0	BEECH	GOOD	REMOVE
539	30.3	LOCUST	GOOD	REMOVE
540	22.3	WALNUT	FAIR	REMOVE
541	6.1	HACKBERRY	GOOD	REMOVE
542	6.1	HACKBERRY	FAIR	REMOVE
543	6.7	HACKBERRY	FAIR	REMOVE
544	14.6	HACKBERRY	GOOD	REMOVE
545	7.0	HACKBERRY	GOOD	REMOVE
546	11.8	HACKBERRY	GOOD	REMOVE
547	14.3	ASH	DEAD	REMOVE
548	14.3	HACKBERRY	GOOD	REMOVE
549	7.3	HACKBERRY	GOOD	REMOVE
550	10.5	HACKBERRY	GOOD	REMOVE
551	12.4	HACKBERRY	GOOD	REMOVE
552	6.1	CHERRY	POOR	REMOVE
553	6.1	CHERRY	DEAD	REMOVE
554	9.6	HACKBERRY	GOOD	REMOVE
555	6.1	HACKBERRY	GOOD	REMOVE
556	12.7	HACKBERRY	FAIR	REMOVE
557	14.6	WALNUT	FAIR	REMOVE
558	6.4	CHERRY	FAIR	REMOVE
559	7.3	ELM	FAIR	REMOVE
560	8.9	OAK	FAIR	REMOVE
561

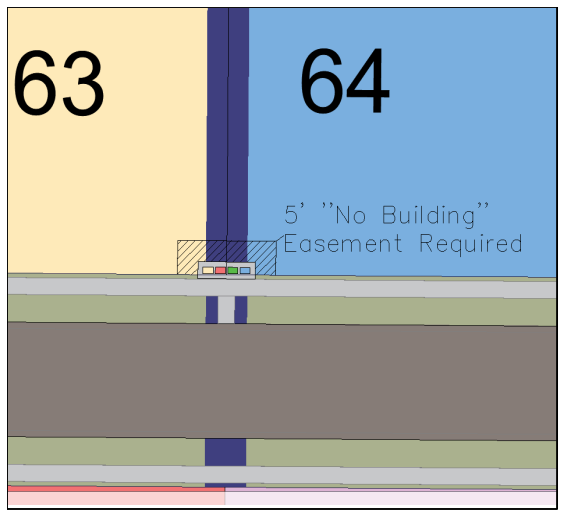




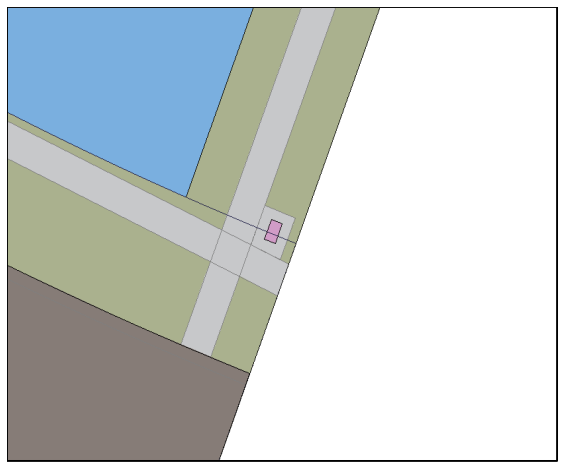
Phase 100 Installment - Two 16-Unit CBU



Phase 200 Installment - Three 16-Unit CBU
***Requires Easement on Homesite 109



Phase 300 Installment - Three 16-Unit CBU, One 12-unit
***Requires Easement on Homesites 63-64



Phase 600 Installment - One 16-Unit CBU

Mailbox Location

Fields of color indicate which homesites will be serviced by each Cluster Mailbox Unit

CBU Location MAP

CREATED: 09/04/2019 - NDS
UPDATED: 09/04/2019 - NDS

HERON MANOR

PATASKALA, LICKING COUNTY, OHIO

DIVISION - 51 - COLUMBUS

FISCHER HOMES

HERON MANOR SECTION 4 FINAL DEVELOPMENT PLAN

ADJACENT PROPERTY OWNERS WITHIN 200' OF PROJECT

Donald & Krista Greenlee
387 Alonzo Palmer St.
Pataskala, OH 43062

Tobias Houpe
391 Alonzo Palmer St.
Pataskala, OH 43062

Patricia Monk
395 Alonzo Palmer St.
Pataskala, OH 43062

David W. & Trew B. Pace
377 Alonzo Palmer St.
Pataskala, OH 43062

Nar & Bhattari Som Gurung &
Karna Gurung
376 Alonzo Palmer St.
Pataskala, OH 43062

Charlie M., Jr & Kelly R. Davis
343 Isaac Tharp St.
Pataskala, OH 43062

Ghana & Jamuna Gurung
339 Isaac Tharp St.
Pataskala, OH 43062

Thomas J. Evans Foundation
10255 McIntosh Road
Pataskala, OH 43062

Katherine & KR Potts
335 Isaac Tharp St.
Pataskala, OH 43062

Robert J. & Lauren J. Beckner
334 Isaac Tharp St.
Pataskala, OH 43062

Douglas J. & Diane J. Poling
338 Isaac Tharp St.
Pataskala, OH 43062

Wayne King III
342 Isaac Tharp St.
Pataskala, OH 43062

City of Pataskala
621 W. Broad Street
Pataskala, OH 43062

Grand Communities, LLC
3940 Olympic Blvd.
Suite 100
Erlanger, KY 41018

Crossman Communities of Ohio, LLC
929 Eastwind Drive
Westerville, OH 43081

Craig W. Maynard
McIntosh Rd.
Pataskala, OH 43062

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR

_____

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR _____ ("Declaration") is made this ____ day of _____, 2020, by GRAND COMMUNITIES, LLC, a Kentucky limited liability company (the "Declarant"), under the following circumstances:

A. Declarant is the owner in fee simple of certain real property located in _____ County, Ohio, more particularly described in **Exhibit A** attached hereto (the "Property") and desires to create a residential community consisting of single family detached homes with permanent Common Elements (as hereinafter defined) for the benefit of said community; and

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements; and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

D. Declarant has formed or will form the _____Homeowners' Association, Inc., as an Ohio not-for-profit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in **Exhibit A** and such Additional Property as may be subjected to the provisions hereof, shall be held, sold and conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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SECTION 1
DEFINITIONS

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section.

1.1 Additional Property. "Additional Property" means property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property subject to be part of the Property and subjected to the provisions hereof, and may include any property in the vicinity of, adjacent to or contiguous with property a part of the Property as it is then constituted, provided that, with respect to other property that owner concurs with subjecting the same to the provisions hereof.

1.2 Architectural Guidelines. "Architectural Guidelines" as defined in Section 5 of this Declaration.

1.3 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association, whether located within the Property or adjacent to it. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, regional retention/detention basins adjacent to the Property, or other areas adjacent to the Property that the Association determines, may be part of the Areas of Common Responsibility.

1.4 Articles and Articles of Incorporation. "Articles" and "Articles of Incorporation" mean those articles, filed with the Ohio Secretary of State, incorporating the _____Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.5 Assessments. "Assessments" mean Base Assessment, Special Assessment, Individual Assessment, Working Capital Assessment, and Capital Contribution Assessment, or any other assessments required by the Declaration or any Supplemental Declaration.

1.6 Association. "Association" means_____ Homeowners' Association, Inc., an Ohio not-for-profit corporation, and any successor organization, which owns, operates and maintains the Common Elements.

1.7 Base Assessment. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

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1.8 Board of Directors. "Board of Directors" means the Board of Directors of the Association or the Board of Directors as established by the Class B Member established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.9 Builder(s). "Builder(s)" means Fischer Single Family Homes IV, LLC, an Ohio limited liability company, its successors and assigns, and such other persons and entities as may acquire one or more Lots from Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such Lots acquired.

1.10 Capital Contribution Assessment. "Capital Contribution Assessment" means as defined in Section 4.7 of this Declaration.

1.11 Class A Members or Class A Membership. "Class A Members" or "Class A Membership" means those members of the Association consisting of all Owners except, during the Development Period, Declarant.

1.12 Class B Member or Class B Membership. "Class B Member" or "Class B Membership" means, during the Development Period, Declarant, as a member of the Association.

1.13 Code of Regulations. "Code of Regulations" means the Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

1.14 Common Elements. "Common Elements" shall mean and refer to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of its Members.

1.15 Common Expenses. "Common Expenses" shall mean as defined in Section 4.2 of this Declaration.

1.16 Common Private Driveway. "Common Private Driveway" shall mean and refer to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which may be situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.

1.17 Common Private Driveway Easement. "Common Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat, or other recorded instrument. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

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1.18 Community-Wide Standard. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and Declarant.

1.19 Conservation Easement. "Conservation Easement" shall mean and refer to all conservation easements, if any, located on the Property as shown on any Record Plat or recorded Easement Plat.

1.20 Declarant. "Declarant" means Grand Communities, LLC, a Kentucky limited liability company, its successors and assigns.

1.21 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____Homeowners' Association Inc., as the same may from time to time be amended in the manner prescribed herein.

1.22 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Governing Documents as defined below.

1.23 Development Period. "Development Period" means the period commencing on the date on which this Declaration is recorded in the _____County, Ohio Recorder's Office and terminating on the earlier to occur of: (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.24 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

1.25 Governing Documents. "Governing Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.

1.26 Improvements. "Improvements" means all Dwelling Units, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, tennis courts, and all other types of recreational courts, fixtures and facilities, including but not limited to, tree houses, play houses, children's recreational equipment or structures, basketball goals and playground equipment; pet houses, runs, and enclosures; changing of colors or materials of the Improvements; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior

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stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms or landscaping; and all other structures or Improvements of every type, constructed or maintained on the Property.

1.27 Individual Assessment. "Individual Assessment" means the charge established in Section 4.5 of this Declaration.

1.28 Landscape and Signage Easements. "Landscape and Signage Easements" shall mean as defined in Section 8.8 of this Declaration.

1.29 Lot(s). "Lot(s)" means each of the parcels of land shown as such upon the Record Plats of the Property.

1.30 Maintenance Standards. "Maintenance Standards" mean those standards adopted by Declarant and/or the Board pursuant to Section 7 of the Declaration as the same may from time to time be amended.

1.31 Members. "Members" means all Class A Members and the Class B Member.

1.32 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, Tenants and lessees.

1.33 Open Spaces. "Open Spaces" shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.34 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.35 Private Driveway Easement. "Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.36 Private Storm Sewer Easements. "Private Storm Sewer Easements" shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any applicable governmental authority having jurisdiction over drainage control.

1.37 Property. "Property" means that certain land in _____Township, _____County, Ohio, more particularly described in **Exhibit A** to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 10 herein, those portions shall then be deemed part of the Property.

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1.38 Record Plat. "Record Plat" means a plat of _____ as recorded in the _____County, Ohio Recorder's records, including any subsequent plats or replats.

1.39 Recreational Facilities. "Recreational Facilities" shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, swimming pools, bath houses, clubhouses, shelters, ponds, walking trails, gazebos, playgrounds and surrounding areas, and any portions of the Common Elements on which recreational activity is permitted.

1.40 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance with this Declaration.

1.41 Special Assessment. "Special Assessment" means the charge established by Section 4.4 of this Declaration.

1.42 Structure. "Structure" means:

(a) any thing or object (other than landscaping) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, deck, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent Improvement; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.43 Subdivision. "Subdivision" means all phases or sections of the Record Plat for _____, a subdivision in _____Township, _____ County, Ohio, and consisting of all the Property from time to time made subject to the provisions of this Declaration.

1.44 Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.45 Tenant. "Tenant" means any person occupying any Lot pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

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1.46 Working Capital Assessment. "Working Capital Assessment" as defined in Section 4.6 of this Declaration.

SECTION 2
PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

SECTION 3
ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD

3.1 Formation of the Association. The Declarant has caused or will cause to be chartered the Association. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

3.2 Rules and Regulations. The Association through its Board may make and enforce reasonable rules and regulations governing the use of the Common Elements owned by the Association ("Rules"); the levying and collection of assessments for the operation of the Association; the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within the Subdivision; and for other purposes consistent with its goals. All such Rules shall be consistent with the provisions of the Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and the Owner's Occupants, licensees, and invitees, to use the Common Elements for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision. In addition, the Board shall have the power to seek relief in any court for violations of, or, to abate violations of the Governing Documents, including but not limited to the Rules imposed on or encumbering any Lot within the Subdivision. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit, whose Owner, Occupant, Tenant, licensee, or invitee violated any provision of the Governing Documents, including but not limited to the Rules, and the same shall be an individual Lot/Unit Assessment against such Owner's Lot or Unit and such Owner.

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3.3 Board of Directors. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board, shall be from one (1) or two (2) years so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Directors at such Annual Meeting pursuant to this Section.

3.4 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

3.5 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

3.6 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

SECTION 4
ASSESSMENTS

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4.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Section. Types of Assessments are described in this Section. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

(a) Owners may not waive or otherwise exempt themselves from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Code of Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(b) Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, “unoccupied” Lot in which they have the interest otherwise required for Class A Membership. Furthermore, Declarant shall have the right, by written contract, to exempt any party purchasing a Lot not for its own occupancy of a house on such Lot from the liability to pay assessments herein.

4.2 Base Assessment. The Base Assessment shall be levied by the Association against the Owner of each Dwelling Unit or Lot, as provided in Section 4.3 below, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing, maintaining and replacing the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Landscape Easement Areas and Signage Easement Areas, and retention/detention or other stormwater management facilities; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The Base Assessment shall be estimated initially in accordance with Section 4.3 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.

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4.3 Computation of Base Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

(a) The Base Assessment for all Dwelling Units shall commence upon the conveyance of the first Dwelling Unit in the Subdivision from either Declarant or Builder to an individual Owner of a Dwelling Unit and shall be prorated from the date of conveyance through the end of the billing period.

(b) The Base Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units or Lots subject to Assessment.

(c) Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessment determined pursuant to the above formula by taking into account:

(i) Other sources of funds available to the Association; and

(ii) Assessments to be levied upon additional Dwelling Units or Lots reasonably anticipated to become subject to Assessments during the fiscal year.

(d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 10 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Dwelling Unit or Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.

4.4 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

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(a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4(c) below.

(b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital Improvements which are a part of the Common Elements in any fiscal year.

(c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.

4.5 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):

(a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

(b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Builder or Declarant to a third party purchaser, the purchaser shall be required to pay an amount established by the Board, or the amount equal to the current annual assessment, as such purchaser's capital contribution to the working capital of the Association ("Working Capital Assessment"). The Builder or Declarant, in its sole discretion may waive the Working Capital Assessment. The Working Capital Assessment amount shall be determined by the Board of Directors. The Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.7 Capital Contribution Assessment. At the time of closing on the resale of a Dwelling Unit or Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay one

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hundred percent (100%) of the current Working Capital Assessment as such purchaser's capital contribution to the working capital of the Association ("Capital Contribution Assessment"). The Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Capital Contribution Assessment is not an advance payment of the Base Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Capital Contribution Assessment as described in this paragraph.

4.8 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior year's operating deficit as provided for in Section 4.10 below.

4.9 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Lot or Dwelling Unit from either Declarant or Builder to a third party purchaser, each purchaser of a Dwelling Unit or Lot shall be required to pay the Working Capital Assessment and a prorated share of the Base Assessment for the balance of the billing period in which the closing takes place. Further, at the time of a resale closing of a Dwelling Unit or Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the Capital Contribution Assessment, as provided in Section 4.7 above, and a prorated share of the Base Assessment for the balance of the billing period in which the closing takes place.**

4.10 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

4.11 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the

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Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners.

4.12 Penalty for Late Payment. For each Lot as to which any installment of any Assessments are not paid within a period of thirty (30) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.

4.13 Creation of Lien and Personal Obligation of Assessment. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 4.14 below, and shall also be the personal obligation of the Owner of each Lot against which they are made.

4.14 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 4.9 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the _____County, Ohio Recorder's Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

4.15 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. The Board or its representative may impose a reasonable charge for furnishing such written evidence.

4.16 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all

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costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

4.17 Subordination of Lien to First Mortgage. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

SECTION 5
ARCHITECTURAL REVIEW

5.1 Architectural Review Committee. The Board, or the Declarant during the Development Period, may appoint an Architectural Review Committee ("ARC") to review and approve, modify or reject all development, construction, landscaping and site plans involving an Improvement on any Lot pursuant to this Section. If an ARC has not been appointed in accordance with the foregoing, any reference in this Section to ARC shall mean the Declarant during the Development Period or the Board thereafter.

5.2 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Improvement and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The ARC shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.3 Approval of Plans and Specifications. The ARC shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of this Section, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the ARC. Upon final approval thereof, a copy of the detailed plans and specification shall be kept as part of the Association's record and a copy

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bearing the written approval of the ARC shall be returned to the applicant. Approval by the ARC of plans and specifications with respect to any Lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section). The ARC's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

5.4 Architectural Guidelines. The ARC may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, walls and structures in order to fulfill its obligations under this Section. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.

5.5 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the ARC with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 5.2 as to the information required to be included in the plans and specifications, the ARC shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the ARC may deem necessary to achieve compliance. The ARC may refuse to grant permission to construct, place or make the requested Improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate to incomplete, or show the proposed Improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the ARC;

(b) the design or color scheme of a proposed Improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the ARC; or

(c) the proposed Improvement, or any thereof, would, in the sole opinion of the ARC, be contrary to the interest, welfare or rights of all of part of other Owners.

5.6 Failure of the ARC to Act. If the ARC shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the ARC shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

5.7 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the ARC shall give notice of a Default to the Owner of the Lot involved,

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provided, however, that the ARC may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the ARC.

5.8 Enforcement. In the event of a violation of the provisions of this Section, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any, as well as any other relief available at law or in equity.

5.9 Right of Entry. The ARC through its members, 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 Dwelling Unit and/or Structure thereon is in compliance with the provisions of this Section, without the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.10 Fees. Reasonable fees may be charged 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.

5.11 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Section, during the Development Period (which may still be in effect even after the Development Period Special Meeting), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the ARC.

5.12 No Waiver of Future Approvals. The Approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approvals and consent of such ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

5.13 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the ARC shall not be considered hardships warranting a variance.

5.14 Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and

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procedures promulgated by the ARC may be excluded by the ARC from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by ARC.

5.15 Non-Liability of Declarant, ARC. Neither the Declarant nor the ARC shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the ARC or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

5.16 Inspection. The ARC and the Declarant may inspect work being performed to assure compliance with this Declaration, the plat restrictions and applicable rules and regulations. However, neither the ARC, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the ARC or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the ARC or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

5.17. No Compensation. Neither the ARC nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in the Declaration.

SECTION 6
COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

6.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners.

6.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit

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located thereon for his office, studio or other business or trade purpose provided that the activities therein shall not: (i) interfere with the quiet enjoyment or comfort of any other Owner or Occupant; (ii) do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot; (iii) be apparent or detectable by sign, sound or smell from the exterior of the Lot; (iv) conflict or violate zoning requirements for the Subdivision; (v) increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) be inconsistent with the residential character of the Subdivision; (vii) constitute a nuisance or a hazardous or offensive use; (viii) threaten the security or safety of other residents of the Subdivision; and (ix) involve door-to-door solicitation within the Subdivision, all as may be determined in each case in the sole discretion of the Board of Directors. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots, Dwelling Units and Common Elements for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any commercial property within the Propertt nor shall it apply to any activity conducted by the Declarant or Builder with respect to its development and sale of the Property or its use of any Lots or Dwelling Units which it owns within the Property.

(b) Other Structures. No Improvements or Structures of a temporary character (trailer, shack, garage, barn or other temporary outbuilding) shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No window-mounted heating or air conditioning units shall be permitted. Improvements or Structures may not be placed on any Lot without the ARC's prior written approval, as provided in Section 5 above. This Section shall not apply to Declarant or a Builder during the initial construction of a Dwelling Unit located on a Lot.

(c) Parking. All Lots shall provide a minimum of two (2) off-street parking spaces, exclusive of garages. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed forty-eight (48) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door can be completely closed, and remains closed, except during times of ingress and egress from the garage, when such a vehicle is parked therein. The word "trailer" shall include, but not be limited to, trailer coach,

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recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as to permit human use and occupancy, storage, or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" as used herein shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder, racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in this Section, vehicles actively being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

No vehicle may be left upon any portion of the Subdivision, except in an enclosed garage or other area designated by the Board, if any, for a period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Subdivision by the Board of Directors or the appropriate authority of _____ Township, Ohio or _____County, Ohio. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No semi-trailer, tractor ("cab," "power unit," etc.) portion of such trucks or any trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Subdivision except as may be reasonably necessary to provide service to or delivery within the Subdivision or as otherwise permitted by the Board of Directors.

All homes shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and shall not be used primarily for storage or other purposes. Garages shall not be converted to additional living space unless the same has been approved in accordance with Section 5 hereof.

(d) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Elements.

(e) Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

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(f) Garbage and Refuse Disposal. All trash, garbage or other rubbish ("Trash") shall be kept at all times in each Owner's garage, except on the days which it is collected or as otherwise directed and instructed by the Board or Declarant. Any Trash containers placed outside by the Dwelling Unit Owners to be collected shall only remain outside for a period not to exceed twenty-four (24) hours or in accordance with an alternative schedule determined by the Board or Declarant. Trash removal and/or recycling shall be subject to such other rules and regulations as the Board or Declarant may adopt from time to time.

(g) Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Section 5 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a Dwelling Unit: (i) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (ii) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (iii) antennae that are designed and intended to receive television broadcast signals.

Notwithstanding anything to the contrary herein, Owners shall install any permitted antennae only on the rear of the Dwelling Unit unless such installation: (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) prevents an acceptable quality signal from being obtained.

(h) Signs. Other than those allowed in the Architectural Guidelines, no permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs. During the Development Period, Builder may place signage on Open Space or on Common Elements with approval of Declarant. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Subdivision, including, without limitation, imposing reasonable time, place and manner restrictions; provided, however, such restrictions shall not apply to Declarant or Builder during the Development Period.

(i) Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that dogs or other household pets, may be kept on

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a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

(j) Laundry and Trash. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry or for other reasons or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of Trash and other unsightly materials.

(k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90) days, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the rules and regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, Code of Regulations, or any rules and regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and Code of Regulations. If a fine is not paid by the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner is responsible for providing the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name and address of the Tenants and any other Occupant(s); (iii) the name, address, and telephone number of the Owner other than at the Lot; and (iv) such other information as the Board may reasonably require. In the event an Owner leases a Lot and does not provide the Board with the information in (i) through (iv) above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

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If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant during the period of delinquency, and, upon request by the Board of Directors, Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to lessor. If Tenant fails to comply with the Board of Director's request to pay Assessments or other charges, Tenant shall pay to the Association all amounts authorized under the Declaration as if Tenant were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot; provided, however, portable or inflatable swimming pools designed for use by small children shall be permitted so long as they are stored out of view when not in use. In-ground swimming pools are permitted provided they are approved pursuant to Section 5 hereof. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground shall not be visible from the street.

(m) Fencing. No fences shall be erected or built on any part of any Lot between the rear of the dwelling unit constructed thereon and the street in front of the dwelling unit. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the dwelling unit on said Lot. Fences erected on said Lot from the rear of the dwelling unit and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, or other material approved by the ARC, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Notwithstanding the foregoing requirements, the ARC may approve privacy fences or other fences that are not fifty percent (50%) open or fences that exceed four (4) feet in height provided that the ARC finds that the construction and location of such fence and its outward appearance does not adversely affect the visual appearance of the community. The ARC may at its discretion require additional landscaping accompanying such fence improvement. Barbed wire, chain link or similar fences shall be prohibited. Once removed or altered, any chain link fence in place at the time of the recording of this Declaration, shall only be replaced by permitted fencing. All fences must meet local

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governmental fence codes and regulations. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction. **Lots 27-33 inclusive are specifically prohibited from constructing any fences until such time as the Development Period terminates.**

(n) Basketball Goals, Play Areas, etc. No permanent basketball goals shall be attached to any Dwelling or affixed in the ground without the approval of the ARC. No playground equipment, tree houses, trampolines, or similar structures shall be erected on any Lot except in accordance with Rules and Regulations established by the ARC from time to time or as otherwise approved by the ARC. No full size portable goals will be allowed on any Lot. Small portable children's goals made of plastic are allowed so long as goals are kept away from public streets and kept in the garage when not in use.

(o) Building Setbacks. No building shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder. All building setbacks shall comply with zoning requirements established for the Property.

(p) Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Lot areas left in a naturalized state by the Declarant or Builder may be left in such naturalized state by the Lot Owner.

(q) Obligation to Keep Dwelling Unit in Good Condition. Each Lot Owner or Occupant shall keep each his/her Dwelling Unit and all Structures located on his/her Lot in good order, condition and repair and such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

(r) Mailboxes. Declarant or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant and/or Builder may however, waive this right or establish the use of cluster mailboxes.

(s) Additional Restrictions. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.

(t) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance

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with this Declaration. The purpose of this Restriction is to ensure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

(u) Storm Water Detention/Retention Ponds. Except as herein provided, the storm water retention/detention ponds within the Subdivision shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers, trustees or directors, shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the storm water detention/retention ponds or any other body of water located within the Subdivision. No Owner shall have any right to place rocks, stones, trash, sewage, waste water, debris, ashes or other refuse in any storm water detention/retention pond or any other body of water. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Subdivision and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond within the Subdivision. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Subdivision.

(v) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction. Notwithstanding the foregoing, utility lines or replacement of utility lines existing prior to the development of the Subdivision, special purpose utility lines which would be impractical to locate underground, and utility lines established by the Declarant shall be exempt from this requirement.

(w) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

(x) Garage Sales, Moving Sales, Rummage Sales, etc. No garage sale, moving sale, rummage sale or similar activity shall be conducted by an Owner within the Community without the approval of the Association.

(y) Building Type. No building or structure shall be erected, placed or permitted to remain upon any Lot except one single-family Dwelling Unit which may include an attached garage. No other structure shall be erected, placed or permitted to remain on any Lot, except as provided herein. Without limiting the generality thereof, the

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word "structure" as used herein means anything or any object, the placement of which upon any Lot may affect the appearance of such Lot, including any building, garage, shed, barn, greenhouse, coop, cage, shack, trailer, swimming pool, outbuilding, basketball backboard, play apparatuses and equipment, play houses, or any other temporary or permanent improvement on such Lot. It is further provided, however, that the word "Structure" does not include uncovered patios or decks.

(z) Irrigation Systems. Irrigation systems may be installed with the approval of the Board, the Declarant, or Declarant's designee.

(aa) Utility-Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat(s) for the Lots. Within these easements, no structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities, or which may change, obstruct or retard the direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot except as otherwise provided in the Declaration or supplements thereto and except for those improvements for which a public authority, utility company or the Association is responsible.

All provisions of the Declaration, Code of Regulations and of any rules and regulations or use restriction promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Code of Regulations, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Code of Regulations and rules and regulations adopted pursuant thereto.

SECTION 7
MAINTENANCE STANDARDS

7.1 Adoption and Amendment. Declarant during the Development Period, and the Board after the Development Period, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, 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. The Maintenance Standards shall provide, among other things, that:

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(a) except as otherwise hereinafter provided, or, as may be provided by other recorded documents, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;

(b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) each Owner shall maintain, repair and replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner; provided, however, in the event an Owner or Occupant damages the Common Elements and fails to maintain, repair or replace the same as provided herein, the Association shall have the right to provide such maintenance, repair and replacement and assess all costs associated therewith as a Specific Assessment against the Lot of such Owner;

(d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

(f) except as otherwise provided above in this Section, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

7.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling

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Unit and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

7.3 Periodic Inspection. Periodically, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards and the Declarant or the Association or such officer, employee agent or representative shall not be deemed to have committed a trespass. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report. In the event that an Owner fails to correct such Default(s), the Association shall have the right to enter such Lot to cure such Default(s) as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.

7.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association. If altered, such Owner shall correct the alteration or cause it to be corrected within a reasonable period. In the event that an Owner fails to correct, the Association shall have the right to enter such Lot to cure as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.

7.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or 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. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

7.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any.

SECTION 8
COMMON ELEMENTS AND EASEMENTS

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8.1 Description of Common Elements. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

8.2 Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required.

(b) The right of the Board to adopt, enforce and amend Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use the Common Elements that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(e) The right of the Association to transfer or convey title to all or any portion of the Common Elements upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;

(f) All applicable provisions of valid agreements of the Association relating to the Common Elements.

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(g) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.

(h) All other easements, restrictions and rights to which the Property is subject.

(i) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or the benefit of the Association.

(j) Such easements and rights reserved or granted within the Declaration to Declarant and/or Builder.

8.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

8.4 Conveyance of Common Property by Declarant to Association. No Implied Rights. Upon final construction of Improvements in the Common Elements described in this Section, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Elements to the Association and all such right, title and interest in and to said items shall then be the property of the Association. As to any Common Facilities located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only nonexclusive easement rights to use such facilities as described in Section 8 of this Declaration. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Elements to be used and maintained by the Association for the benefit of its Members. The Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the material or furnishing which has been or will be used in such property or repairs. By acceptance of title to any Common Elements, the Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. So long as Declarant owns any property primarily for development and/or sale in the Subdivision or has the right unilaterally to annex Additional Property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Elements,

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improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or any portion of the Common Elements are: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Subdivision.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in- fact to accept on behalf of the Association any such conveyance to the Association, to reconvey any such property on behalf of the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether any such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Subdivision. Neither a Recorded Plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the _____County, Ohio land records.

8.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

8.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and their affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold. Declarant specifically reserves the right to use, or allow its affiliate Builder to use, part of the clubhouse or Recreational Facilities as a sales office during the Development Period.

8.7 Easements.

(a) In the event that, by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Elements presently

encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the maintenance of each encroachment and for the use of such adjoining space are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

(b) The Association may hereafter grant easements for utility purposes for the benefit of the Property or other reasons, including but not limited to, the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement.

(d) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

8.8 Landscape, Fencing and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat, or other recorded instrument, as "Landscape Easement,"

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"Signage Easement," or "Fencing Easement," or any combination thereof, for the sole purpose of installing, maintaining and replacing any and all landscaping, fencing, monuments, signage and other items as the Declarant may determine in its discretion located within the aforementioned easement areas.

During the Development Period, the easement area as depicted on the Record Plat for Lots 27-33 inclusive, as well as the Developer installed fencing thereon, shall be maintained by the Association. Subsequent to the Development Period, the Owner of each encumbered Lot will assume maintenance of the easement area for the portion that covers their respective Lot.

8.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway. The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expenses and costs incurred for maintenance and repair during his/her period of ownership of the Lot. Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services. The obligations and responsibilities for the enforcement of the provisions contained within this Section shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay other Assessments levied pursuant to this Declaration.

8.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section

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8.2. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

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SECTION 9
MAINTENANCE

9.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. The Areas of Common Responsibility shall include, but need not be limited to, entry landscaping, fencing, and signage easements; water retention/detention basins; Common Element utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, Structures, and Improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, individual, or entity, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under this Section.

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof; provided, however, in the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a Specific Assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

9.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other Improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units, whether lying within the Owner's Lot boundaries or not, and shall maintain and irrigate landscaping on that portion of the Common Element, if any, or right-of-way between the Dwelling Unit boundary and the back-of-curb of the adjacent street. All maintenance required by this Declaration shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the

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Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 4.5; provided, however, when entry is required other than due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

9.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

SECTION 10
COVENANT FOR STAGED DEVELOPMENT

10.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of _____County, Ohio, an amendment to this Declaration or a supplemental declaration specifying that such Additional Property is part of _____ Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration or supplemental declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

10.2 Total Dwelling Units. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.

10.3 Supplemental Declaration for Staged Development. Owners of Lots subject to such amendment or supplemental declaration shall be Owners as defined by this Declaration.

10.4 Declarant's Rights to Complete Development. Declarant, its successors and assigns, shall have the right to post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision, and the

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right of ingress and egress through the streets, paths and walkways located in Common Elements for any purpose whatsoever, including but not limited to, purpose related to the construction, maintenance and operation of Improvements on property within the Subdivision. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by it or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by it as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require it to seek or obtain the approval of the Association or the ARC for any such activity or Improvement on any Common Elements or any property owned by it. Nothing contained herein shall limit or impair the reserved rights of Declarant as elsewhere provided in the Declaration.

SECTION 11
ENFORCEMENT

11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any of its rights hereunder. The Board may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Section 4 hereof.

11.2 Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of Declarant, Builder, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary

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shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

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

11.5 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 12
REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its Improvements.

12.2 Common Elements. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments charged against the Subdivision shall be paid by the Owners as set forth in Section 4 hereof.

SECTION 13
INSURANCE

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Recreation Facilities and any other Common Elements, and may maintain insurance for all other Structures and Improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any

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applicable coinsurance clause or provision and in no event less than the actual replacement cost of such Improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

13.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement, improvement or reconstruction of such Common Elements.

13.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors and officers ("D&O") liability insurance, and such other insurance as the Board may deem desirable from time to time.

13.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of

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Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

13.6 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall (i) during any period in which construction activity is underway on any Lot, carry or cause its Builder to carry builder's risk insurance for the full value of any improvements and other liabilities associated with the ongoing construction activity on the Lot, and (ii) at all other times, carry blanket all-risk casualty insurance on the Lot(s) and any Dwelling and/or other structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of any Dwelling or other structure, the Owner shall proceed promptly to repair or to reconstruct the damaged parts of the Dwelling or other structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 5 of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the Dwelling or other structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition consistent with the Community-Wide Standard.

13.7 Fidelity Bonds. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

SECTION 14
RIGHT TO CURE, MEDIATION AND ARBITRATION OF ALLEGED DEFECTS

In order to provide an efficient procedure for resolving certain types of claims, as defined in this Section, the Association and all Owners shall be subject to the dispute resolution procedure set forth in this Section, notwithstanding that other procedures, including those set forth in "Right to Repair" or similar law, may be otherwise applicable.

The Association and/or any Owner must provide Declarant with notice and reasonable opportunity to cure any claim by the Association or Owner arising out of or in any way relating to alleged defects by Declarant in developing the Property or for any other claim. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, shall be

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settled by mediation. If within sixty (60) days after service by the Association and/or Owner upon Declarant of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration. Judgment on any arbitration award rendered may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

SECTION 15
DURATION AMENDMENT AND TERMINATION

15.1 Duration. This Declaration and all amendments and supplements thereto, and the Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any lot) inure to the benefit of and be enforceable by, the Board and each Owner and tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this declaration is recorded in the _____County, Ohio Recorder's office. Thereafter the restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section.

15.2 Amendment or Termination. Other than the manners described below, prior to the end of the Development Period, any provision of this Declaration may be amended, in whole or in part, or terminated, by a recorded instrument approved by the Declarant and Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and, if during the Development Period, Declarant and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for any purpose whatsoever; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage

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encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment or removal from the Declaration may be made to Section 10, Covenant for Staged Development.

SECTION 16
MISCELLANEOUS

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

16.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when delivered personally or mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, addressed to his or her last address as it appears on the records of the Association. Notices provided for in this Declaration or the Articles or Code of Regulations shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Ohio. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

16.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor be held liable for loss or damage to property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risk for loss or damage to persons, to Lots and Dwellings and to the contents of Lots and Dwellings and further acknowledges that the Association, its Board and Committees, Declarant,

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or any successor Developer have made no representation or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Property.

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

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

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

16.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

16.8 Conflict. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles of Incorporation, this Declaration, the Code of Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Ohio, this Declaration, the Articles of Incorporation, the Code of Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.

16.9 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

16.10 Availability of Documents. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover the cost of copies.

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16.11 Right of Entry. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

16.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ to be executed by its duly authorized officer as of the day and year first above written.

GRAND COMMUNITIES, LLC
a Kentucky limited liability company

By:_____
Todd E. Huss, President

COMMONWEALTH OF KENTUCKY)
: SS
COUNTY OF BOONE)

The foregoing was acknowledged before me this ____ day of _____, 2020, by Todd E. Huss, as President of Grand Communities, LLC, a Kentucky limited liability company, on behalf of the company.

_____
Notary Public

This instrument prepared by:

_____
Matthew Bernholc, Esq.
Attorney at Law
Fischer Homes

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3940 Olympic Blvd., Suite 400
Erlanger, Kentucky 41018
859-341-4709

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CONSENT AND ACKNOWLEDGEMENT

The undersigned Fischer Single Family Homes IV, LLC, a Kentucky limited liability company ("Fischer") may have an interest in the real estate as described in attached Exhibit "A" ("Lots"). Fischer hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for _____ (the "Declaration") and to the filing thereof in the _____County, Ohio Recorder's office. Prior to recording the Declaration, fee simple title to the Lots as described herein may have been transferred by Grand Communities, LLC to Fischer. Fischer hereby agrees that the covenants, conditions and restrictions contained in the Declaration shall run with the land and bind Fischer and each immediate and remote successor owner of the lots and their respective legal representatives, heirs, successors and assigns, and further agrees that the Deeds shall be subject and subordinate to the Declaration as if the Declaration had been recorded prior in time to the Deeds.

In witness whereof, Fischer Single Family Homes IV, LLC, a Kentucky limited liability company, hereby executes this Consent and Acknowledgement as of this _____ day of _____, 2020.

Fischer Single Family Homes IV, LLC

By:_____
J. Paul Allen, Secretary

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF BOONE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by J. Paul Allen, Secretary of Fischer Single Family Homes IV, LLC, a Kentucky limited liability company.

_____
Notary Public

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EXHIBIT A

IINSERT LEGAL DESCRIPTION HERE

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EXHIBIT B

CODE OF REGULATIONS
OF
_____HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1.
NAME AND LOCATION

The name of the corporation is _____Homeowners' Association, Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018, but meetings of Members of the Association and Board of Directors may be held at such places as may be designated by the Board of Directors.

ARTICLE 2.
DEFINITIONS

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ Homeowners' Association Inc. ("Declaration") made by Grand Communities, LLC, a Kentucky limited liability company ("Declarant") dated _____, and of record at the _____County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

ARTICLE 3.
MEETING OF MEMBERS

3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within five (5) years from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, upon proper notice, at a date, time and place as may be reasonably set by the Board of Directors (hereinafter referred to as "Board" or "Director"). Each Annual Meeting shall be open to all Members.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

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3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or, supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, these Code of Regulations or the Declaration, quorum for a meeting shall constitute (i) the members who are present and in good standing; and (ii) proxies in hand at the time of the commencement of a vote.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Directors of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.

3.6 Voting by Mail by Association Members. Any Association Member may cast his/her written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Development Period.

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3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Development Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Directors (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

ARTICLE 4.
BOARD OF DIRECTORS-SECTION-TERM OF OFFICE

4.1 Number and Term of Office. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

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Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board shall be from one (1) to two (2) years, so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to elect one or more Directors at such Annual Meeting pursuant to this Section.

4.2 Resignation; Removal, Vacancies. A Director may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director whose removal has been proposed by a Lot Owner shall be given an opportunity to speak at an annual or special meeting of the Members, after which that Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Director. Declarant shall appoint a successor for any appointed Director, and the Members shall elect a successor for any elected Director using the procedure set forth in this Section, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

4.3 Compensation. No Director shall receive compensation for any service he or she may render to the Association, however, any Director shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

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ARTICLE 5.
NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nominations may also be made from the floor at the Annual Meeting of the Members. Nomination for election to the Board may be made by a Nominating Committee appointed by the Board. If created, the Nominating Committee shall consist of three (3) persons who may or may not be Members of the Board or Association. The Nominating Committee, if formed, shall be appointed at least thirty (30) days prior to the Annual Meeting of the Members, to serve from appointment until the close of such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Directors, Declarant also has the right to nominate all Directors.

5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6.
MEETINGS OF DIRECTORS

6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.

6.2 Regular Meeting. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board.

6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Directors.

6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Director by personal delivery, mail, electronic mail, facsimile, or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Director, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Director at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Director of notice of the meeting.

No notice need be given to Non-Director Members of organizational, regular, or special meetings of the Board. A Non-Director Member may not attend a Board meeting or may not

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participate in any such meeting unless given permission to do so by the President of the Board. A Non-Director Member may not vote at a meeting of the Board.

6.5 Waiver of Notice. Any requirement of notice to a Director provided under this Article may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

6.6 Quorum; Adjournment. A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

6.7 Voting Power. At any meeting of the Directors at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings which may include electronic approval signed by all the Directors, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 7.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

(b) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) Obtain insurance coverage not less than that required pursuant to the Declaration;

(d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

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(e) Repair, maintain, and improve the Common Elements;

(f) Mortgage the Common elements thereof by borrowing money for the purposes of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, the approval of sixty-seven percent (67%) of the Class A Members is require\ed and, during the Development Period, the approval of the Class B Member is also required;

(g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Builder (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;

(h) Authorize the repayment to the Declarant, Builder and/or Affiliated Entity, as the case may be, of any or all monies lent by such entity to the Association in accordance with Section 4.10 of the Declaration in funding any deficit;

(i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;

(j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

(k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

7.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing one-third (1/3) of each class of Members who are entitled to vote;

(b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

(c) As more fully provided in the Declaration, to:

(i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

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(ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;

(iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

(iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;

(d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

(f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) Cause the restrictions created by the Declaration to be enforced; and

(h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

7.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent

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permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

7.5 Annual Review. The Board may arrange for a certified public accountant to perform a review the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8.
OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant or Builder.

8.2 Election of Officers. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Directors at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Directors promptly after the Development Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Directors. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of these Code of Regulations, or except

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by resolution of seventy-five (75%) percent of the Board of Directors. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

(e) Reliance on Professional Advice. As long as the Directors and the Officers are acting in good faith, the Directors and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Directors and Officers will be unpaid volunteers.

ARTICLE 9.
COMMITTEES

The Board may appoint and disband such committees as it chooses.

ARTICLE 10.
INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Director

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or Officer of the Association or former Director or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

ARTICLE 11.
MISCELLANEOUS

11.1 Service of Notices on the Board of Directors. Notice required to be given to the Board of Directors or to the Association may be delivered to any Directors or Officer of the Association either personally, via electronic mail with a read receipt requested, or by certified mail addressed to such Director or Officer at his/her residence or business address.

11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale or lease of any Lot, or in the use of the Common Elements.

11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a

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covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

11.7 Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.

11.9 Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity that the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

11.12 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

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11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of Donald J. Trump.

11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Builder, Members and Members' heirs, successors, and assigns.

11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Directors may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this _____ day of _____, 2020.

_____ HOMEOWNERS' ASSOCIATION, INC.,
an Ohio not-for-profit corporation

By: _____
Brian R. Johnson, President

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EXHIBIT C

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.11 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

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3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(c) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(d) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, nonpayment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

(a) Order of payment

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(b) Default
(c) Expenses
(d) Omission or waiver by Lender
(e) Severability
(f) Choice of law

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TRANSFERRED
Date Feb. 5, 2020
Licking County Auditor
SEC. 319.202 COMPLIED WITH
MICHAEL L. SMITH, AUDITOR
BY:

DESCRIPTION APPROVED
JARED N. KNERR
LICKING COUNTY ENGINEER
APPROVED BY
2-5-20

202002050003066
Pgs:5 $58.00 T20200002767
2/5/2020 12:22 PM BXSTIMSON
Bryan A. Long Licking County Recorder

GENERAL WARRANTY DEED

Grand Communities, LLC, a Kentucky limited liability company f/k/a Grand Communities Ltd., ("Grantor"), for valuable consideration paid, grants with general warranty covenants to **Grand Communities, LLC, a Kentucky limited liability company ("Grantee")**, whose tax mailing address is 3940 Olympic Blvd., Suite 400, Erlanger, Kentucky 41018, the real property being 46.403 acres as described in Exhibit "A" attached hereto and made a part hereof (the **"Property"**).

The Grantee, its heirs and assigns does hereby acknowledge and agree that this conveyance is subject to the covenant and agreement of the Grantee, its heirs and assigns, that this exempted lot combination does not create an additional building site or new access to a public roadway in as much as the 3.651 acres of the Property is an existing building site and has access to a public roadway and the combination of the 3.651 acres of the Property with 42.752 acres is the addition of acreage to the existing 3.651 acre parcel.

Excepting conditions, easements, restrictions, rights of way and zoning and other governmental regulations of record and taxes and assessments not yet due and payable which Grantee assumes and agrees to pay as part of the consideration herein.

Prior Instrument Reference: 202002050003065 & 201803290005860

Auditor's Parcel Number: _____

Executed this 29th day of January, 2020.

Grand Communities, LLC

By: _____
J. Paul Allen, Secretary

Remainder of page left intentionally blank

0115PA00700000001100

State of Kentucky)
SS:
County of Boone)

The foregoing instrument was acknowledged before me this 29th day of January, 2020, by J. Paul Allen, Secretary of **Grand Communities, LLC, a Kentucky limited liability company**, on behalf of the company.

Notary Public

This Instrument Prepared by:
Connie J. Klema, Attorney
P.O. Box 991
Pataskala, Ohio 43062

KATHLEEN McELROY
Notary Public, Kentucky
State At Large
My Commission Expires
August 20, 2022
607095

LEGAL DESCRIPTION
46.403 ACRES

Situated in the State of Ohio, County of Licking, City of Pataskala, being in Lots 12 and 13, 4th Quarter Township, Township 1, Range 15 in the United States Military District and also being 46.403 acres out of the remainder of a 183.658 acre tract as conveyed to P & G Pataskala, Ltd. In Official Record 764, Page 644 and the remainder of a 19.047 acre tract as conveyed to Grand Communities, LTD in Instrument Number 201803290005860 as further described as follows;

Commencing at the centerline intersection of Broad Street (S.R. 16 ~ R/W Varies, ODOT R/W Plan LIC-16-0.00-3.60) and John Reese Parkway as recorded in The Settlement at Pataskala Phase 1-A in Plat Book 16, Page 72;

Thence with the south line of said remainder of a 183.658 acre tract and the centerline of Broad Street (S.R. 16 ~ R/W Varies, ODOT R/W Plan LIC-16-0.00-3.60), **S 78° 03' 21" W, 1852.44 feet** to a magnail set at the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence continuing with the south line of the remainder of said 183.658 acre tract and the centerline of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60), **S 78° 03' 21" W, 60.00 feet** to a magnail set;

Thence across the remainder of said 183.658 acre tract passing over the northerly right of way line of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60), **N 11° 56' 39" W, 150.00 feet** to an iron pin set;

Thence the following three (3) courses across the remainder of said 183.658 acre tract:

1. Along curve to the left having a central angle of **06° 08' 19"**, a radius of **320.00 feet**, an arc length of **34.28 feet** and a chord bearing and distance of **N 15° 00' 48" W, 34.27 feet** to an iron pin set;
2. **N 18° 04' 58" W, 257.26 feet**
3. **S 78° 03' 21" W, 195.49 feet** to an iron pin set in the west line of the remainder of said 183.658 acre tract and the east line of a 149.513 acre tract as conveyed to Tri H Farms, LLC in Instrument Number 201601150000839;

Thence with the west line of the remainder of said 183.658 acre tract and the east line of said 149.513 acre tract, **N 03° 59' 05" E, 2890.16 feet** to a 1" pinched iron pipe found at the northwest corner of the remainder of said 183.658 acre tract, the northeast corner of said 149.513 acre tract and being in the south line of a 50 acre tract as conveyed to Dennis C. McGowan and Carol Sue McGowan, Trustees of the Dennis C. McGowan Trust dated 3 July 2002 in Instrument Number 200207150025814;

Thence with the north line of the remainder of said 183.658 acre tract, the north line of the remainder of said 19.047 acre tract, the south line of said 50 acre tract and the south line of a 10.357 acre tract as conveyed to Craig W. Maynard in Official Record 90, Page 31, **S 86° 29' 04" E, 736.54 feet** to an iron pin set at the northeast corner of the remainder of said 19.047 acre tract and the northwest corner of Reserve "A" of the Settlement at Pataskala, Phase 3, Part 3 as recorded in Instrument Number 201610130022454;

Thence the following three (3) courses along the east line of the remainder of said 19.047 acre tract and the west line of said Reserve "A":

1. **S 03° 30' 16" W, 211.52 feet** to an iron pin set;
2. **S 16° 39' 46" W, 42.13 feet** to an iron pin set;

3. **S 69° 17' 49" E, 75.00 feet** to a 5/8" rebar capped "POMEROY" at an angle point in the east line of the remainder of said 19.047 acre tract and the northwest corner of Lot 144 of said Settlement at Pataskala, Phase 3, Part 3;

Thence with the east line of the remainder of said 19.047 acre tract, the west line of said 144 and the westerly right of way line of Isaac Tharp Street as created in said Settlement at Pataskala, Phase 3, Part 3, **S 20° 44' 36" W, 190.77 feet** to an iron pin set at an angle point in the east line of the remainder of said 19.047 acre tract and being a southwest corner of right of way of Isaac Tharp Street;

Thence with the east line of the remainder of said 19.047 acre tract and the southerly right of way line of Isaac Tharp Street, **S 69° 17' 49" E, 22.08 feet** to an iron pin set at an angle point in the east line of the remainder of said 19.047 acre tract and being the northwest corner of Lot 145 of said Settlement at Pataskala, Phase 3, Part 3;

Thence with the east line of the remainder of said 19.047 acre tract, the east line of the remainder of said 183.658 acre tract, the west line of said Lot 145, the west line of Reserve "B" as created in the Settlement at Pataskala, Phase 3, Part 2 as recorded in Instrument Number 200608240024662 and the west line of Lot 163 as created in said Settlement at Pataskala, Phase 3, Part 2, **S 01° 22' 38" E, 481.73 feet** to an iron pin set at the southwest corner of said Lot 163, an angle point in the east line of the remainder of said 183.658 acre tract and a northwest corner of Alonzon Palmer Street as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and the westerly right of way line of Alonzo Palmer Street, **S 01° 38' 04" E, 60.00 feet** to an iron pin set at an angle point in the east line of the remainder of said 183.658 acre tract, a southwest corner of Alonzo Palmer Street and being the northwest corner of Lot 164 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of said Lot 164, **S 00° 58' 03" E, 118.14 feet** to an iron pin set at the southwest corner of said Lot 164 and the northwest corner of Lot 165 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of said Lot 165, **S 09° 51' 15" E, 110.51 feet** to an iron pin set at the southwest corner of said Lot 165 and the northwest corner of Lot 166 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of Lots 166, 167 and 168 as all are created in said Settlement at Pataskala, Phase 3, Part 2, **S 46° 01' 38" E, 316.64 feet** to an iron pin set at an angle point in the west line of said Lot 168 and being an angel point the east line of the remainder of said 183.658;

Thence with the east line of the remainder of said 183.658 acre tract, the west line of said Lot 168, the west line of Lot 169 as created in the Settlement at Pataskala Phase 3, Part 1 as recorded in Instrument Number 200510070031920, **S 16° 47' 56" E, 266.76 feet** to an iron pin set at the southwest corner of said Lot 169 and the northwest corner of Lot 170 as created in said Settlement at Pataskala Phase 3, Part 1;

Thence with the east line of the remainder of said 183.658 acre tract the west line of said Lot 170, **S 55° 00' 41" E, 61.57 feet** to an iron pin set;

Thence the following ten (10) courses across the remainder of said 183.658 acre tract:

1. **S 78° 03' 53" W, 135.11 feet** to an iron pin set;

2. **S 45° 24' 29" W, 113.46 feet** to an iron pin set;
3. **S 81° 55' 00" W, 136.84 feet** to an iron pin set;
4. **N 62° 51' 10" W, 222.45 feet** to an iron pin set;
5. **N 79° 42' 15" W, 209.92 feet** to an iron pin set;
6. **S 18° 53' 17" W, 655.16 feet** to an iron pin set;
7. **S 11° 56' 07" E, 402.21 feet** to an iron pin set;
8. **S 78° 03' 21" W, 195.92 feet** to an iron pin set;
9. **S 18° 04' 58" E, 250.80 feet** to an iron pin set;
10. Along curve to the right having a central angle of **06° 08' 19"**, a radius of **380.00 feet**, an arc length of **40.71 feet** and a chord bearing and distance of **S 15° 00' 48" E, 40.69 feet** to an iron pin set;

Thence continuing across the remainder of said 183.658 acre tract passing over the northerly right of way line of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60), **S 11° 56' 39" E, 150.00 feet** to the **TRUE POINT OF BEGINNING**, containing **46.403 acres**, more or less, 42.752 acre being in auditor's parcel number 064-30769200000, 3.651 acre being in auditor's parcel number 063-30769200043.

The above description was prepared by Advanced Civil Design Inc. and based on existing Licking County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline of Broad Street (S.R. 16) having a bearing of N 78° 03' 21" E.

All references used in this description can be found at the Recorder's Office Licking County, Ohio.

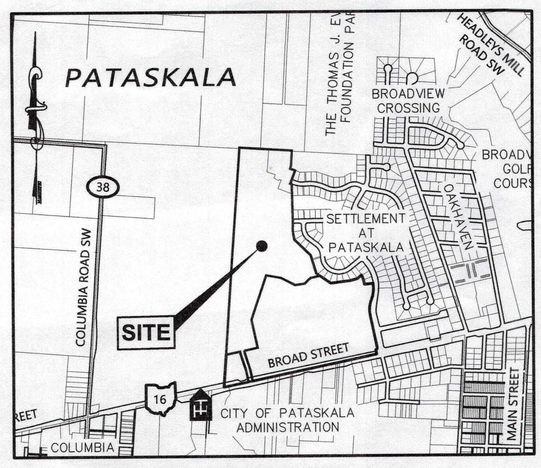
ADVANCED CIVIL DESIGN INC.

Jonathan E. Phelps, PS
Registration No. 8241

Z:\18-0005-644\SURVEY\46.403acre legal.docx

46.403 ACRE EXHIBIT

LOT 12, 4TH QUARTER TOWNSHIP,
TOWNSHIP 1, RANGE 15 UNITED
STATES MILITARY DISTRICT
CITY OF PATASKALA, LICKING
COUNTY, OHIO



VICINITY MAP
SCALE: NTS

OWNERSHIP INFORMATION

(A) Dennis C. McGowan and Carol Sue McGowan, Trustees of the Dennis C. McGowan Trust dated 3 July 2002
P.N. 631-4172600000
I.N. 200207150025814
50 Acres (deed)

(B) Craig W. Maynard
P.N. 631-4118600001
O.R. 90, Pg. 31
10.357 Acres

NOTES

(1) By graphic plotting only this property is located in Zone "x" (Areas determined to be outside of the 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) by the Federal Emergency Management Agency on Flood Insurance Rate Map, Community Panel No. 39089C0293J, with an effective date of March 16, 2015, and on Flood Insurance Rate Map, Community Panel No. 39089C0289H, with an effective date of May 2, 2007 in Licking County, Ohio. No field surveying was performed to determine this zone.

(2) There are no buildings on the property.

ADVANCED

GRAPHIC SCALE
0 50 100 100
1 inch = 100 feet

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline of Broad Street (S.R.16) having a bearing of N78°03'21"E.

LEGEND
- Iron Pin Found
- Iron Pipe Found
- MagNail Found
- RR Spike Found
- Monument Box
- Iron Pin Set
- MagNail Set
- RR Spike Set

46.403 ACRES

(42.752 ACRES)

1" pinch pipe
2" pipe
A
B
S86°29'04"E 736.54'
gas esmt. Vol. 309, Pg. 861
PL
Grand Communities, LTD
P.N. 063-30769200043
I.N. 201803290005860
19.047 Acres (remainder)
RESERVE "A"
SETTLEMENT AT PATASKALA PHASE 3, PART 3
I.N. 201610130022454
S3°30'16"W 211.52'
S16°39'46"W 42.13'
(3.651 ACRES)
5/8"rebar "POMEROY"
S69°17'49"E 75.00'
S20°44'36"W 190.77'
144
143
142
141
Isaac Tharp Street
S69°17'49"E 22.08'
145
146
147
148
RESERVE "B"
SETTLEMENT AT PATASKALA PHASE 3, PART 2
I.N. 200608240024662
S1°22'38"E 481.73'
163
162
161
160
S1°38'04"E 60.00'
Alonzo Palmer Street
S0°58'03"E 118.14'
164
188
165
187
S9°51'15"E 110.51'
166
167
168
S46°01'38"E 316.64'
Enos
Loomis
Street
SETTLEMENT AT PATASKALA PHASE 3, PART 1
I.N. 200510070031920
S16°47'56"E 266.76'
169
170
176
S55°00'41"E 61.57'
171
172
173
174
175
N79°42'15"W 209.92'
N62°51'10"W 222.45'
S81°55'00"W 136.84'
S45°24'29"W 113.46'
S78°03'53"W 135.11'
The Settlement at Pataskala Easement Plat Plat Book 16, Pg. 69 storm drainage and utility esmt.
Tri H Farms, LLC
P.N. 631407780000
I.N. 201601150000839
149.513 Acres
S18°53'17"W 655.16'
conservation tract
P & G Pataskala, Ltd.
P.N. 064-30769200000
O.R. 764, Pg.644
183.658 Acres (remainder)
gas esmt. Vol. 309, Pg. 861
S11°56'07"E 402.21'
The Settlement at Pataskala Easement Plat Plat Book 16, Pg. 69 storm drainage and utility esmt.
N3°59'05"E 2890.16'
John Reese Parkway P.B. 16, Pg. 72
POC
"APPROVED"
Exempted Lot Combination
City of Pataskala
Date Approved
2-3-20
#LOT-19-008
S78°03'21"W 195.92'
S78°03'21"W 195.49'
N18°04'58"W 257.26'
S18°04'58"E 250.80'
20' gas esmt. Vol. 911, Pg. 257
Δ=6°08'19" R=380.00' ArcL=40.71' ChB=S15°00'48"E ChD=40.69'
S11°56'39"E 150.00'
Δ=6°08'19" R=320.00' ArcL=34.28' ChB=N15°00'48"W ChD=34.27'
N11°56'39"W 150.00'
TPOB
S78°03'21"W 60.00'
1" pipe
5/8" rebar "J & J"
3/4" pipe
10' Gas Esmt. D.V. 599, Pg. 486
The Settlement at Pataskala Easement Plat Plat Book 16, Pg. 69 5' utility esmt.
Lot 12
Lot 13
1/2" rebar
20' gas esmt. Vol. 911, Pg. 257
Broad Street (S.R. 16) ODOT R/W Plan LIC-16-0.00-3.60
S78°03'21"W 1852.44'

All iron pins set are 3/4" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7661".

This Survey is based on existing records from Licking County, and from actual field survey work in September, 2018.

STATE OF OHIO JONATHAN E. PHELPS 8241 REGISTERED PROFESSIONAL SURVEYOR

ADVANCED CIVIL DESIGN, INC.

Jonathan E. Phelps
Reg. No. 8241

1/23/2020
Date

Boundary Survey

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED BY: JEP
CHECKED BY: JEP

SCALE: 1" = 100'
DATE: January 23, 2020

SHEET 1 / 1
JOB NO.: 18-0005-644

Z:\18-0005-644\DWG\PRODUCTION DRAWINGS\SURVEY\0005-644 46.403 Acre Exempt Lot Split.dwg Layout1 Jan 24, 2020 - 12:48:19pm jphelps

GRAPHIC SCALE

0 300 600

1 INCH = 600 FEET

CITY OF PATASKALA, LICKING COUNTY, OHIO
FINAL DEVELOPMENT PLAN
AREA MAP
FOR
HERON MANOR SECTION 4

PLAN PREPARED BY:

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7780
fax 614.428.7755

SCALE: 1" = 600'
DATE: APRIL 14, 2022

SHEET 1 / 1

Z:\21-0008-644\DWGS\PRODUCTION DRAWINGS\FINAL DEVELOPMENT PLAN\Final Development Plan Area Map.dwg Layout1 Apr 14, 2022 - 10:32:14am Jeury