CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

June 7, 2017

Final Plan Application FP-17-001

Applicant:	Joel West - Pulte Homes of Ohio, LLC
Owner:	Pulte Homes of Ohio, LLC
Location:	Corylus Drive – 064-068322-00.001
Acreage:	15.7 Acres
Zoning:	R-7 – Village Single Family Residential
Request:	Requesting approval of an amendment to an approved Final Plan pursuant to Section 1113.17 of the Pataskala Code.

Description of the Request:

The applicant is seeking to amend the final development plan approval for Section 5 Part 1 of the Hazelwood subdivision to allow for a 34-lot, 34-unit development that would consist of traditional single-family homes.

Staff Summary:

The Final Development for Hazelwood Section 5 Part 1 subdivision was approved in 2000 and consisted of 40 lots. The applicant is proposing to amend the final development plan which will include the following specifications:

Section 5 Part 1 – Traditional Detached Single Family Homes

- Total Number of Lots – 34 lots
- Lot Dimensions
  - Frontage – 60 feet minimum
  - Area – 7,000 square feet
- Minimum Setbacks
  - Front – 25 feet
  - Sides – 7 feet (total of 15 feet)
  - Rear – 35 feet

Landscaping

- Each lot will contain:
  - 4 Colorado Spruce trees 6-7 feet tall
  - 1 ornamental tree 2 inch caliper minimum
  - 1 shade tree 2 inch caliper minimum
  - 1 upgraded tree from 1.75 caliper inch to 2.0 caliper inch from the original landscape package
- Remaining caliper inches, 244, will be utilized for screening throughout the development

    - 59 spruce tree 6-7 feet tall
    - 24 ornamental trees
    - 24 shade trees
- Each lot within the subdivision will receive "street trees" along the frontage of the lot from five (5) to 10 feet outside of the right-of-way for every 30 feet of right-of-way.
- Wetland buffers of 25 feet would be provided around all wetlands.
- There are two existing wetlands located in Reserve H.
    - Wetland buffers of 25 feet would be provided around all wetlands.
    - Protected by the Wetland Conservation Easement as detailed in Note F on the Title Sheet.
- The Stream Corridor Preservation Zone, which runs through lots 261, 260, 259, is a no-build zone and is required to be kept in its natural state.

It is staff's understanding that the applicant is amending the final plan for Section 5 Part 1 as stormwater management requirements have changed.

Staff Review: *The following summary does not constitute recommendations but merely conclusions and suggestions from staff.*
The Planning and Zoning Department has some concern regarding the Stream Corridor Preservation Zone running through lots 261, 260, and 259. Staff prefers that those types of zones do not occupy lots due to the possibility of creating issues in the future. However, the location of the Stream Corridor Preservation Zone appears to be unavoidable and the topography of those lots may preclude construction in the Stream Corridor Preservation Zone anyway. Furthermore, the Stream Corridor Preservation Zone is also noted on the plat that it is a no-build zone and is required to remain natural.

According to Section 1117.10 of the code, the minimum centerline radius for Corylus Drive, as a collector street, is 350 feet. The applicant has submitted a variance application through the Board of Zoning Appeals in order to reduce the centerline radius to 220 feet.

The Utility Director has commented that water pressure reducing valves (PRV's) are required to in each home. The West Licking Fire District provided three comments regarding the relocation of fire hydrants. Staff has reviewed the Final Development Plan and offers the comments listed in "Attachment A" that will need to be addressed upon approval.

The Public Service Director commented that Note C on the title sheet needs further clarification regarding the management of the reserves by the Home Owners Association. In addition, he requested that a note be added to the plat stating that 5' foot easements are required in the side yard and a 10 foot easement is required in the rear yard of each lot.

Possible modifications have been placed to address all comments.

Surrounding Area:

Direction	Zoning	Land Use
North	R-10 - High Density Residential	Vacant
East	R-7 – Village Single Family Residential	Vacant
South	R-7 – Village Single Family Residential	Single-Family Homes
West	R-7 – Village Single Family Residential R-15 – Medium-High Density Residential	Single-Family Homes

Final Plan Approval:
According to Section 1113.17 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a final development plan based upon compliance with all other applicable requirements of all City Departments, and ordinances of the City, and all other applicable agencies.

Department and Agency Review

- Zoning Inspector – No comments
- Public Service Director – See attached
- City Engineer – No comments
- Utility Director – See attached
- Police Department – No Comments
- West Licking Joint Fire District – See attached
- Licking Heights Schools – No Comments

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

1. All comments provided in Attachment A shall be addressed and administratively approved.
2. All comments provided by the West Licking Fire District shall be addressed and administratively approved.
3. All comments provided by the Public Service Director shall be addressed and administratively approved.
4. Water pressure reducing valves shall be installed in each home.
5. The applicant shall address all comments on the engineering plans.
6. A variance for reducing the minimum collector street radius on Corylus Drive shall be approved by the Board of Zoning Appeals.

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

"I move to (approve/disapprove) a final development plan application pursuant to Section 1113.17 of the Pataskala Code for application number FP-17-001. ("with the following modifications" if modifications are to be placed on the approval).

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: Corylus Drive		
Parcel Number: 064-068322-00.001		
Zoning: R-7	Acres: 15.709	
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:
Receipt Number:

Applicant Information		
Name: Pulte Homes of Ohio, LLC (Joel West)		
Address: 4900 Tuttle Crossing Blvd.		
City: Dublin	State: Ohio	Zip: 43016
Phone: (614) 376-1122	Email: Joel.West@PulteGroup.com	

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

Owner Information		
Name: Pulte Homes of Ohio, LLC (Joel West)		
Address: 4900 Tuttle Crossing Blvd.		
City: Dublin	State: Ohio	Zip: 43016
Phone: (614) 376-1122	Email: Joel.West@PulteGroup.com	

Final Plan Information
Describe the Project:
Hazelwood Section 5 Part 1 consist of 15.709 acres with 34 detached single family lots and three reserves containing 2.323 acres of open space. Hazelwood Section 5 is another section of a larger overall development that was started back in 1998 and was originally Zoned R-3 and was subsequently changed to R-7 as apart of the Zoning Code Revision.

Documents to Submit

Final Plan Application: Submit 1 copy of the final plan application.

Final Plan: Submit 14 copies of the final plan on sheets 24 x 36 inches in size ***and an electronic copy (CD, USB)*** 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: [signature] PULTE LAND PROTECT MANAGER	Date: 5/4/17
Owner: SAME AS APPLICANT	Date:

HAZELWOOD
SECTION 5 PART 1

LOCATED IN:
LOT 39
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
CITY OF PATASKALA, LICKING COUNTY, OHIO

FINAL PLAN

PREPARED FOR:

PulteGroup™

4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

SUBMITTAL: MAY 5, 2017

CIVIL ENGINEER &
LANDSCAPE ARCHITECT

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

NOTES:

NOTE "A": ALL OF HAZELWOOD SECTION 5 PART 1 IS IN THE FLOOD HAZARD ZONE X AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 39089C0293J, EFFECTIVE DATE MARCH 16, 2015.

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

NOTE "C": RESERVES "G", "H" AND "I": ALL RESERVES SHALL BE OWNED, MANAGED AND REPAIRED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN THE HAZELWOOD SUBDIVISIONS.

NOTE "D": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.

NOTE "E": STREAM CORRIDOR PRESERVATION ZONE: AS REQUIRED BY THE ZONING CODE, NO STRUCTURE OR BUILDING SHALL BE PLACED UPON, IN OR UNDER THE AREAS DESIGNATED HEREON AS STREAM CORRIDOR PRESERVATION ZONE NOR SHALL ANY WORK, INCLUDING BUT NOT LIMITED TO GRADING AND CLEARING, BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OR TOPOGRAPHY OF SUCH AREAS OR DAMAGE ANY OF THE TREES OR VEGETATION THEREON PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE REMOVAL OF DEBRIS AND DEAD WOODY VEGETATION FROM SAID STREAM CORRIDOR PRESERVATION ZONE. THE OWNER OF THE FEE SIMPLE TITLE TO EACH LOT IN WHICH A PORTION OF A STREAM CORRIDOR PRESERVATION ZONE IS LOCATED SHALL MAINTAIN, IN ACCORDANCE WITH THE FOREGOING PROVISION, THAT PORTION OF A STREAM CORRIDOR PRESERVATION ZONE THAT FALLS WITHIN THE LIMITS OF SAID OWNER'S LOT.

NOTE "F": WETLAND CONSERVATION EASEMENT: THE WETLAND CONSERVATION EASEMENT SHALL BE PRESERVED IN PERPETUITY FROM ANY DEVELOPMENT OR DISTURBANCE FOR ANY PURPOSE WHATSOEVER, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW OR GOVERNMENTAL RULE OR REGULATION. BY WAY OF EXAMPLE, AND NOT OF LIMITATION, THE FOLLOWING ACTIVITIES AND USES ARE EXPLICITLY PROHIBITED.

(A) CONSTRUCTION. THE PLACEMENT OR CONSTRUCTION OF ANY MAN-MADE MODIFICATIONS SUCH AS BUILDINGS, STRUCTURES, FENCES, ROADS AND PARKING LOTS IS PROHIBITED.

(B) CUTTING VEGETATION. ANY CUTTING OF TREES, GROUND COVER OR VEGETATION, OR DESTROYING BY MEANS OF HERBICIDES OR PESTICIDES IS PROHIBITED; PROVIDED HOWEVER, THAT ANY DEAD TREES OR BRANCHES WHICH POSE A SAFETY HAZARD OR DANGER TO SURROUNDING PROPERTIES MAY BE REMOVED TO THE EXTENT TO ABATE SUCH THREAT.

(C) LAND SURFACE ALTERATION. THE REMOVAL OF SOIL, SAND, GRAVEL, ROCK, MINERALS OR OTHER MATERIALS FROM THE WETLAND AREAS, OR DOING ANY ACT THAT WOULD ALTER THE TOPOGRAPHY OF THE WETLAND AREAS SHALL BE PROHIBITED.

(D) DUMPING. WASTE, GARBAGE AND UNSIGHTLY OR OFFENSIVE MATERIALS ARE NOT PERMITTED AND MAY NOT BE ACCUMULATED ON THE WETLAND AREAS.

(E) WATER COURSES. NATURAL WATER COURSES AND STREAMS AND ADJACENT RIPARIAN BUFFERS WITHIN THE WETLAND AREAS MAY NOT BE DREDGED, STRAIGHTENED, FILLED, CHANNELIZED, IMPEDED, DIVERTED OR OTHERWISE ALTERED.

(F) OTHER ACTIVITIES. EACH AND EVERY OTHER ACTIVITY OR PROJECT WHICH MIGHT ENDANGER THE NATURAL, SCENIC, BIOLOGICAL, ECOLOGICAL INTEGRITY OF THE WETLAND AREAS SHALL BE PROHIBITED.

NOTE "G": AS PER THE CITY OF PATASKALA REFORESTATION POLICY AS IT PERTAINS TO HAZELWOOD, THE FOLLOWING ARE THE REQUIREMENTS SET FORTH FOR EACH LOT DEVELOPED WITHIN HAZELWOOD.

- 4 COLORADO SPRUCE TREES 6-7 FEET TALL
- 1 ORNAMENTAL TREE 2 INCH CALIPER MINIMUM
- 1 SHADE TREE 2 INCH CALIPER MINIMUM
- 1 UPGRADED TREE FROM 1.75 CALIPER INCH TO 2.0 CALIPER INCH FROM THE ORIGINAL LANDSCAPE PACKAGE.

THE REMAINING ADDITIONAL CALIPER INCHES, 244, WILL BE UTILIZED FOR SCREENING THROUGHOUT THE DEVELOPMENT.

- 59 SPRUCE TREES 6-7 FEET TALL (EQUIVALENT TO 2.5 CALIPER INCHES)	148"
- 24 ORNAMENTAL TREES 2.0 CALIPER INCHES	48"
- 24 SHADE TREES 2.0 CALIPER INCHES	48"

INDEX OF DRAWINGS

REGIONAL CONTEXT MAP:	1 of 5
VICINITY MAP:	2 of 5
SITE PLAN:	3 of 5
STREE TREE PLAN:	4 of 5
ILLUSTRATIVE SITE PLAN:	5 of 5
FINAL PLAT:	
PHASE 5 PART 1:	1-3 of 3
ENGINEERING PLANS:	
STREET, STORM SEWER & WATERLINE IMPROVEMENTS:	1-18 of 18
SANITARY SEWER IMPROVEMENT PLAN:	1-4 of 4

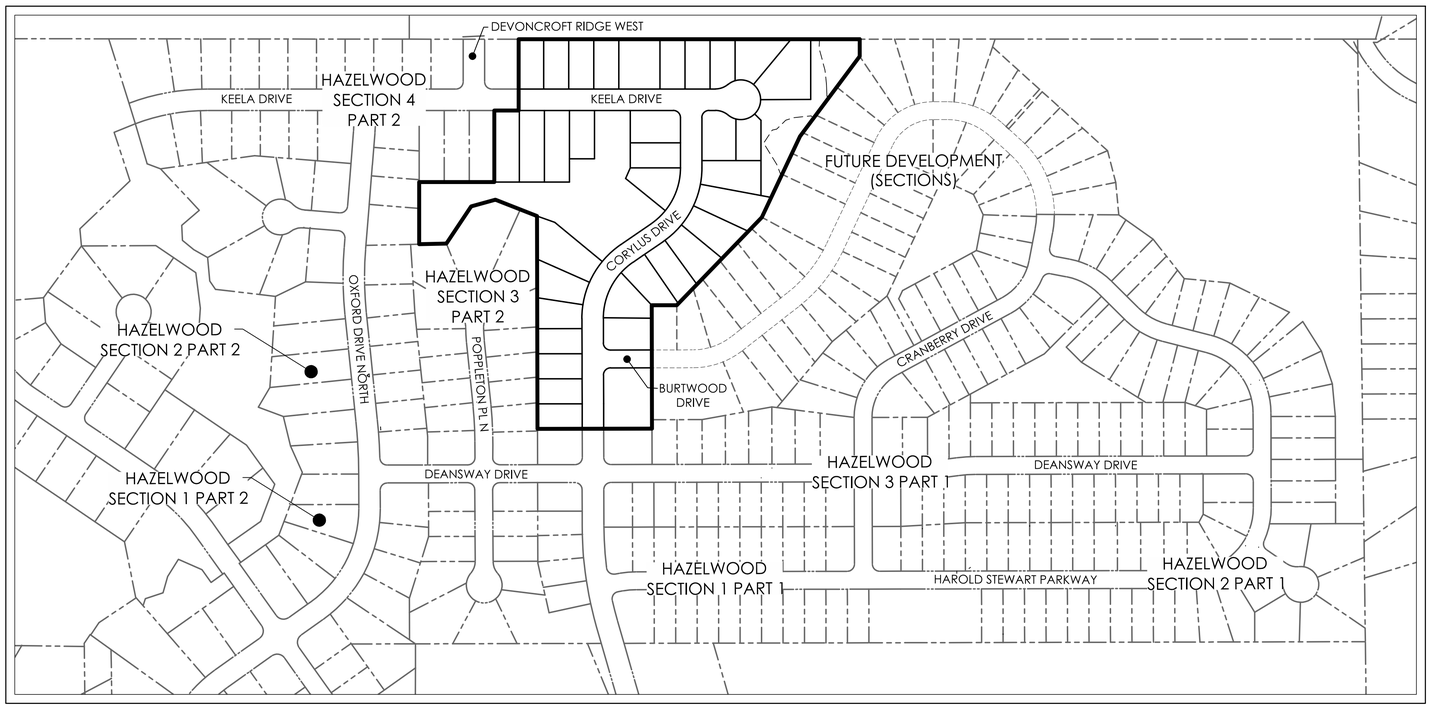
SITE STATISTICS:

TOTAL ACREAGE:	±15.709 ACRES
NET ACREAGE (EXCLUDING R/W):	±13.169 ACRES
NUMBER OF LOTS:	31
GROSS DENSITY:	±1.97 LOTS/ACRE
NET DENSITY (EXCLUDING R/W):	±2.354 LOTS/ACRE
NET DENSITY (EXCLUDING R/W AND OPEN SPACE):	±3.394 LOTS/ACRE
TOTAL OPEN SPACE:	±4.035 ACRES
RESERVE "G":	±2.480 ACRES
RESERVE "H":	±1.030 ACRES
RESERVE "I":	±0.525 ACRES
ZONING:	R-7

LAND USE: TRADITIONAL SINGLE FAMILY DETACHED RESIDENTIAL

DESIGN STANDARDS:

MINIMUM LOT WIDTH:	60'
MINIMUM LOT AREA:	7,000 S.F.
FRONT YARD SETBACK:	25' (BUILDING LINE)
SIDE YARD SETBACK:	7' MINIMUM TOTAL 15'
REAR YARD SETBACK:	35' MINIMUM



SUBAREA MAP
SCALE: 1"=200'

GRAPHIC SCALE
0 100 200 400
1 inch = 200 feet

Applicant: Pulte Group _____ Date

Approved this ____ day of _____, 20___ _____
Director of SWLCWSD, Pataskala, Ohio

Approved this ____ day of _____, 20___ _____
Director of Public Services, Pataskala, Ohio

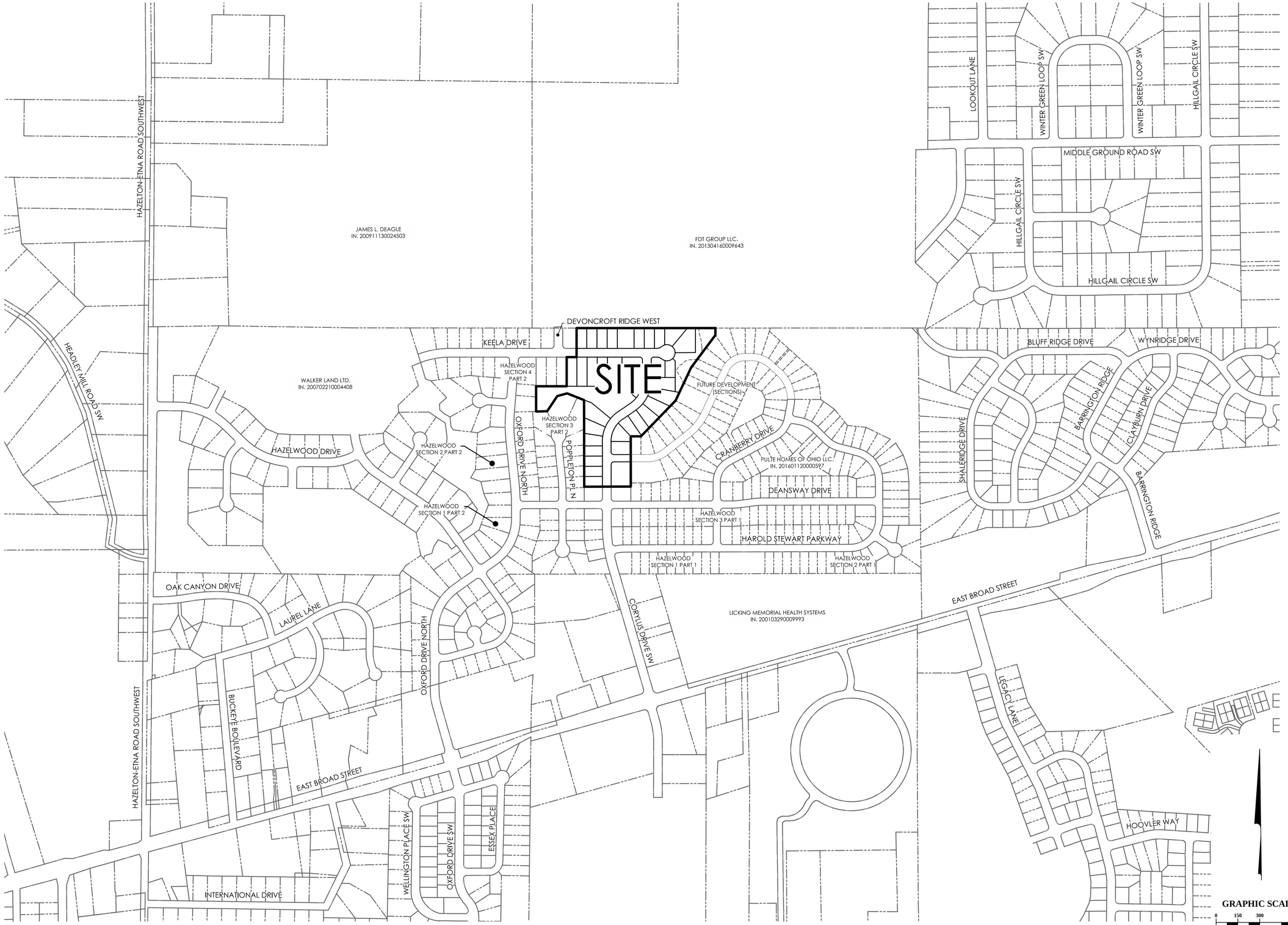
Approved this ____ day of _____, 20___ _____
City Administrator, Pataskala, Ohio

Approved this ____ day of _____, 20___ _____
City Engineer, Pataskala, Ohio

Approved this ____ day of _____, 20___ _____
Chairman, Planning and Zoning Commission, Pataskala, Ohio

Approved this ____ day of _____, 20___ _____
Director of Planning, Pataskala, Ohio

J:_20160662\Dwg\04Sheets\FDP\0 Title Sheet.dwg Last Saved By: soharo, 5/2/2017 3:31 PM Last Printed By: O'hara, Shaun, 5/3/2017 12:44 PM (No Xrefs)



REVISIONS

MARK	DATE	DESCRIPTION

PulteGroup

4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

FINAL PLAN
FOR
HAZELWOOD
SECTION 5 PART 1
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
CITY OF PATASKALA, LICKING COUNTY, OHIO
REGIONAL CONTEXT MAP

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, Ohio 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

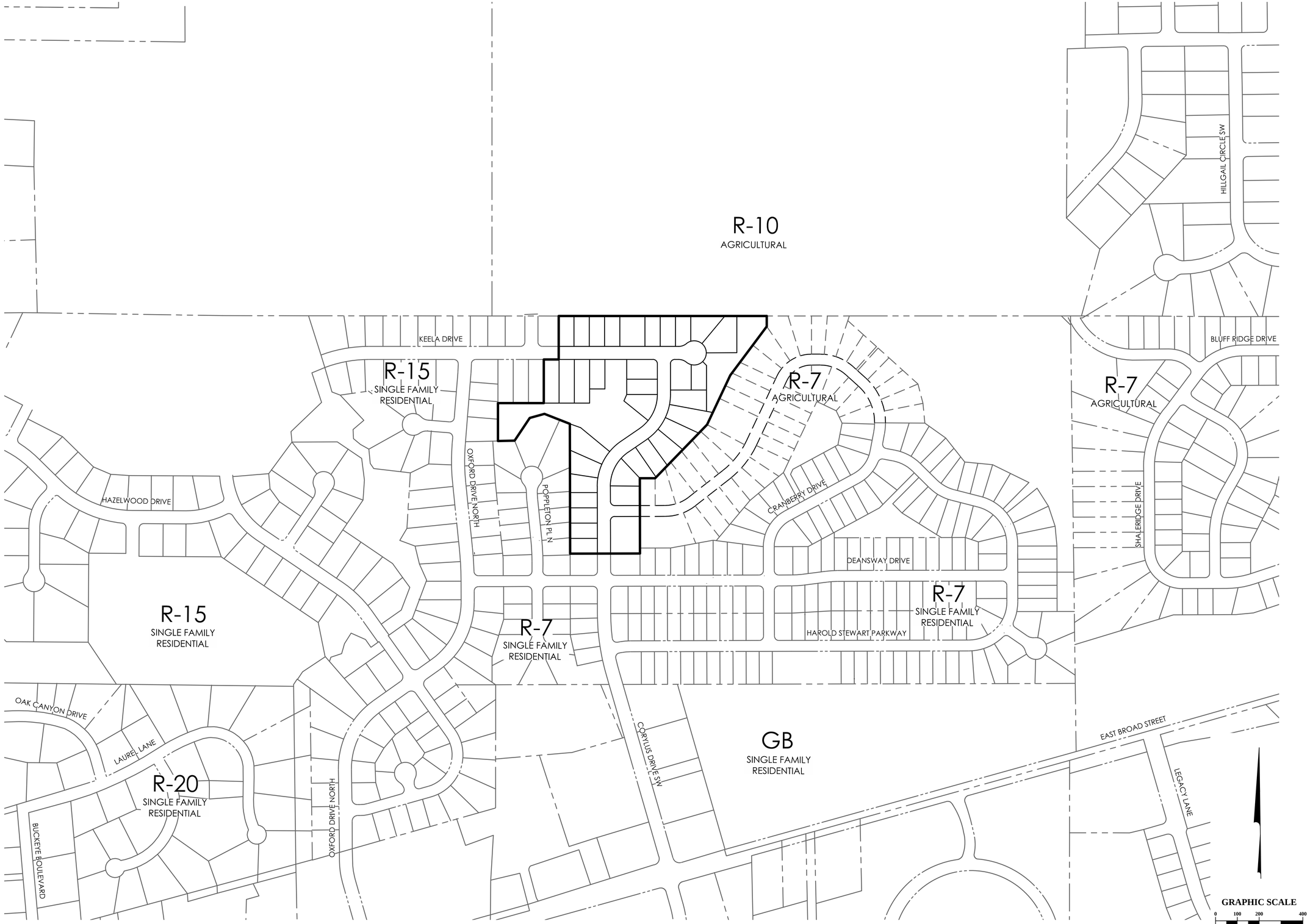
DATE
May 5, 2017

SCALE
1" = 300'

JOB NO.
20160662

SHEET
1/5

...A\20160662\Data\CadSheets\EPDV_Regional_Context_Map.dwg, Last Saved By: sshorp, 5/2/2017 3:32 PM, Last Plotted By: OJarpe, Sheets, 5/3/2017 12:45 PM, (No Xrefs)



REVISIONS

MARK	DATE	DESCRIPTION

PulteGroup™
4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

FINAL PLAN
FOR
HAZELWOOD
SECTION 5 PART 1
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
CITY OF PATASKALA, LICKING COUNTY, OHIO

VICINITY MAP

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
May 5, 2017

SCALE
1" = 200'

JOB NO.
20160662

SHEET
2/5

J:\20160662\Dwg\04Sheets\FDP\2 Vicinity Map.dwg Last Saved By: sohara 5/2/2017 3:32 PM Last Printed By: O'hara, Shaun 5/3/2017 12:45 PM (No Xrefs)

FDT GROUP, LLC
I.N. 201304160009643

S89°14'18"E 953.21'

N00°45'42"E 199.26'

S00°45'42"W 47.77'

S37°30'30"W 279.26'

S25°57'08"W 250.05'

S44°50'20"W 341.92'

N89°22'13"W 70.00'

N00°37'47"E 345.00'

N89°22'13"W 320.00'

N00°37'47"E 595.00'

S89°14'18"E 68.19'

N00°45'42"E 200.00'

S89°14'18"E 210.00'

N00°45'42"E 73.65'

N00°03'55"E 100.00'

S89°26'40"W 75.00'

S34°28'35"W 125.00'

N67°47'08"W 125.00'

S75°23'31"W 70.00'

KEELA DRIVE

BURTWOOD DRIVE

CORYLUS DRIVE

RESERVE "G"
±2.480 ACRES

RESERVE "H"
±1.030 ACRES

RESERVE "I"
±0.525 ACRES

FUTURE
DEVELOPMENT

PULTE HOMES OF OHIO LLC
I.N. 201601120003597

HAZELWOOD
SECTION 4 PART 2
I.N. 200405240018327

HAZELWOOD
SECTION 3 PART 2
P.B. 17, P. 149

HAZELWOOD
SECTION 1 PART 1
P.B. 16, P. 362

HAZELWOOD
SECTION 3 PART 1
P.B. 17, P. 242

266 0.224 Ac.
267 0.224 Ac.
268 0.224 Ac.
269 0.224 Ac.
270 0.368 Ac.
271 0.224 Ac.
272 0.224 Ac.
273 0.212 Ac.
274 0.290 Ac.
275 0.453 Ac.
276 0.191 Ac.
277 0.290 Ac.
278 0.313 Ac.
279 0.374 Ac.
280 0.297 Ac.
281 0.278 Ac.
282 0.261 Ac.
283 0.248 Ac.
284 0.278 Ac.
285 0.275 Ac.
256 0.222 Ac.
255 0.201 Ac.
254 0.203 Ac.
253 0.201 Ac.
252 0.201 Ac.
257 0.276 Ac.
258 0.409 Ac.
259 0.265 Ac.
260 0.026 Ac.
261 0.290 Ac.
262 0.217 Ac.
263 0.321 Ac.
264 0.321 Ac.
265 0.321 Ac.

35' BUILDING LINE
25' BUILDING LINE
30' Drainage Easement
20' Easement
17' Easement
34' Easement
10' Easement
24' Easement
SEE NOTE 8
RETENTION
Drainage Easement
WETLAND CONSERVATION EASEMENT
25' WETLAND BUFFER
EXISTING WETLAND
STREAM CORRIDOR PROTECTION ZONE
Existing Easement I.N. 200405240018327
Existing Easement P.B. 17, P. 114
Existing Easement P.B. 17, P. 149
Existing Easement P.B. 16, P. 362
Existing Easement P.B. 17, P. 242

LEGEND:

House Pad (Approximate)

Street Lights:
Street lights shall be required as per City of Pataskala Standard Drawings and Specifications. Light fixtures to be installed shall be the City of Pataskala Residential Colonial Style fixture.

GRAPHIC SCALE
0 30 60 120
1 inch = 60 feet

REVISIONS

MARK	DATE	DESCRIPTION

PulteGroup
4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

FINAL PLAN
FOR
HAZELWOOD
SECTION 5 PART 1
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
SOUTH WEST QUARTER OF SECTION 3
CITY OF PATASKALA, LICKING COUNTY, OHIO
SITE PLAN

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

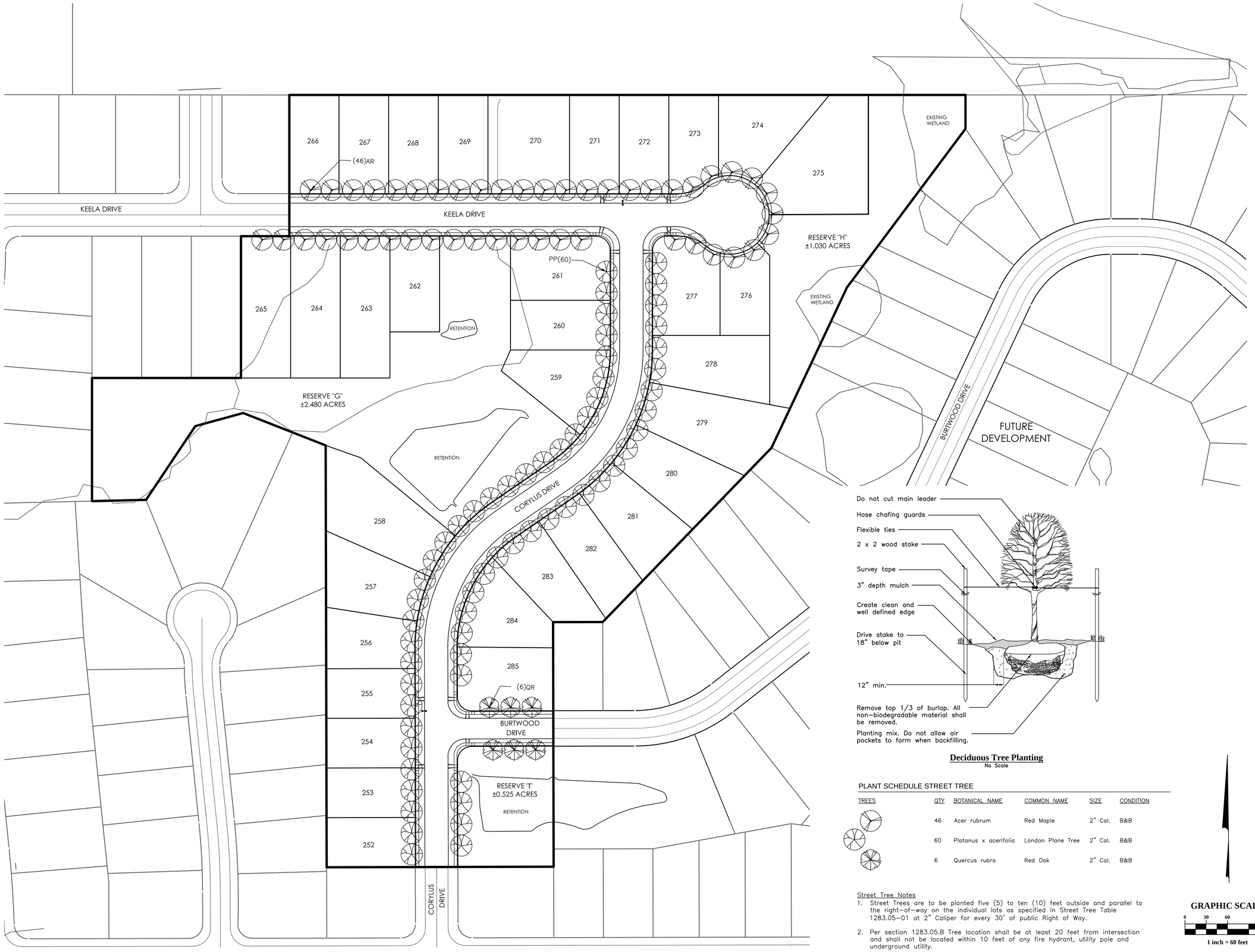
DATE
May 5, 2017

SCALE
1" = 60'

JOB NO.
20160662

SHEET
3/5

A:\2016\0662\Dwg\04Sheets\FP\3_Site_Plan.dwg, last Saved By: cbrong, 5/3/2017 3:31 PM, last Plotted By: Chris Brong, 5/3/2017 12:46 PM, (No Xrefs)



Deciduous Tree Planting
No Scale

PLANT SCHEDULE STREET TREE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
	46	Acer rubrum	Red Maple	2" Cal.	B&B
	60	Platanus x acerifolia	London Plane Tree	2" Cal.	B&B
	6	Quercus rubra	Red Oak	2" Cal.	B&B

Street Tree Notes

1. Street Trees are to be planted five (5) to ten (10) feet outside and parallel to the right-of-way on the individual lots as specified in Street Tree Table 1283.05-01 at 2" Caliper for every 30' of public Right of Way.
2. Per section 1283.05.B Tree location shall be at least 20 feet from intersection and shall not be located within 10 feet of any fire hydrant, utility pole and underground utility.

GRAPHIC SCALE
0 30 60 120
1 inch = 60 feet

REVISIONS

MARK	DATE	DESCRIPTION

PulteGroup
4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

FINAL PLAN FOR
HAZELWOOD
SECTION 5 PART 1
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
CITY OF PATASKALA, LICKING COUNTY, OHIO
STREE TREE PLAN

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE
May 5, 2017

SCALE
1" = 60'

JOB NO.
20160662

SHEET
4/5

J:\20160662\Dwg\04Sheets\FDP\4 Stree Tree Plan.dwg, Last Saved By: sohara, 5/2/2017 3:33 PM Last Printed By: O'hara, Shaun, 5/3/2017 12:46 PM (No Xrefs)

J:\20160662\Dwg\04Sheets\EDP\5 Illustrative Site Plan.dwg Last Saved By: sohara - 5/2/2017 3:41 PM Last Printed By: O'hara, Shaun 11/30/2016 12:45 PM (No Xrefs)

GRAPHIC SCALE
0 30 60 120
1 inch = 60 feet

SHEET	JOB NO.	SCALE	DATE
5/5	20160662	1" = 60'	May 5, 2017

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

FINAL PLAN
FOR
HAZELWOOD
SECTION 5 PART 1
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
CITY OF PATASKALA, LICKING COUNTY, OHIO

ILLUSTRATIVE SITE PLAN

PulteGroup
4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH: 614-376-1000

REVISIONS

MARK	DATE	DESCRIPTION

HAZELWOOD SECTION 5 PART 1

Situated in the State of Ohio, County of Licking, City of Pataskala, and in Lot 39, Quarter Township 2, Township 1, Range 14, United States Military Lands, containing 15.709 acres of land, more or less, said 15.709 acres being part of that tract of land conveyed to **PULTE HOMES OF OHIO LLC** by deed of record in Instrument Number 201601120000597, Recorder's Office, Licking County, Ohio.

The undersigned, **PULTE HOMES OF OHIO LLC,** a Michigan limited liability company, by **MATTHEW J. CALLAHAN,** Division Vice President of Land Acquisition, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"HAZELWOOD SECTION 5 PART 1"**, a subdivision containing Lots numbered 252 to 285, both inclusive, and areas designated as Reserves "G", "H" and "I" does hereby accept this plat of same and dedicates to public use, as such, all of Corylus Drive and Keela Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement" or "Sidewalk Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Pataskala City Engineer. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk for use by the public. Within those areas designated "Wetland Conservation Easement" on this plat, an easement is hereby reserved for the purposes described in Note "E" of sheet 2 of this plat.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of Pataskala, Ohio for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

In Witness Whereof, **MATTHEW J. CALLAHAN,** Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC,** has hereunto set his hand this _____day of _____, 20___.

Signed and Acknowledged In the presence of

PULTE HOMES OF OHIO LLC

_____

_____

By _____
MATTHEW J. CALLAHAN,
Division Vice President of Land Acquisition

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MATTHEW J. CALLAHAN,** Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **PULTE HOMES OF OHIO LLC**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20___.

My commission expires _____

_____
Notary Public, State of Ohio

Approved this ____ day of _____, 20___

_____
Director of Utility Services, Pataskala, Ohio

Approved this ____ day of _____, 20___

_____
Director of Public Services, Pataskala, Ohio

Approved this ____ day of _____, 20___

_____
City Administrator, Pataskala, Ohio

Approved this ____ day of _____, 20___

_____
City Engineer, Pataskala, Ohio

Approved this ____ day of _____, 20___

_____
Chairman, Planning and Zoning Commission, Pataskala, Ohio

Transferred this ____ day of _____, 20___

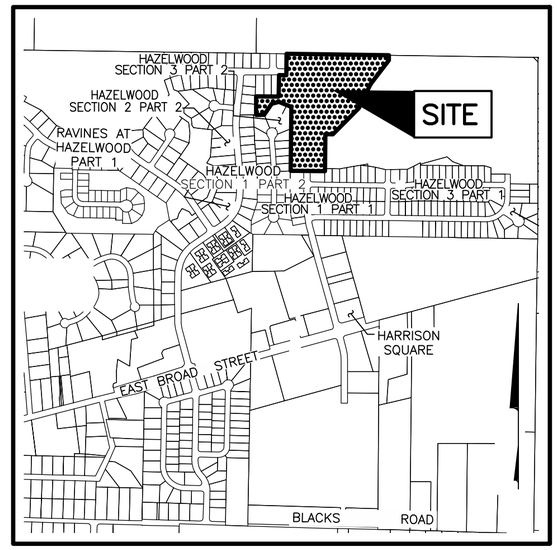
_____
Auditor, Licking County, Ohio

Filed for record this ____ day of _____, 20___ at _____ M. Fee $_____
File No. _____

_____
Recorder, Licking County, Ohio

Recorded this ____ day of _____, 20___

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat are based on the same meridian as the bearings used on the subdivision plat entitled "Beechwood Trails Section 6", of record in Plat Book 12, Page 33, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Licking County, Ohio, Recorder.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED BY

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

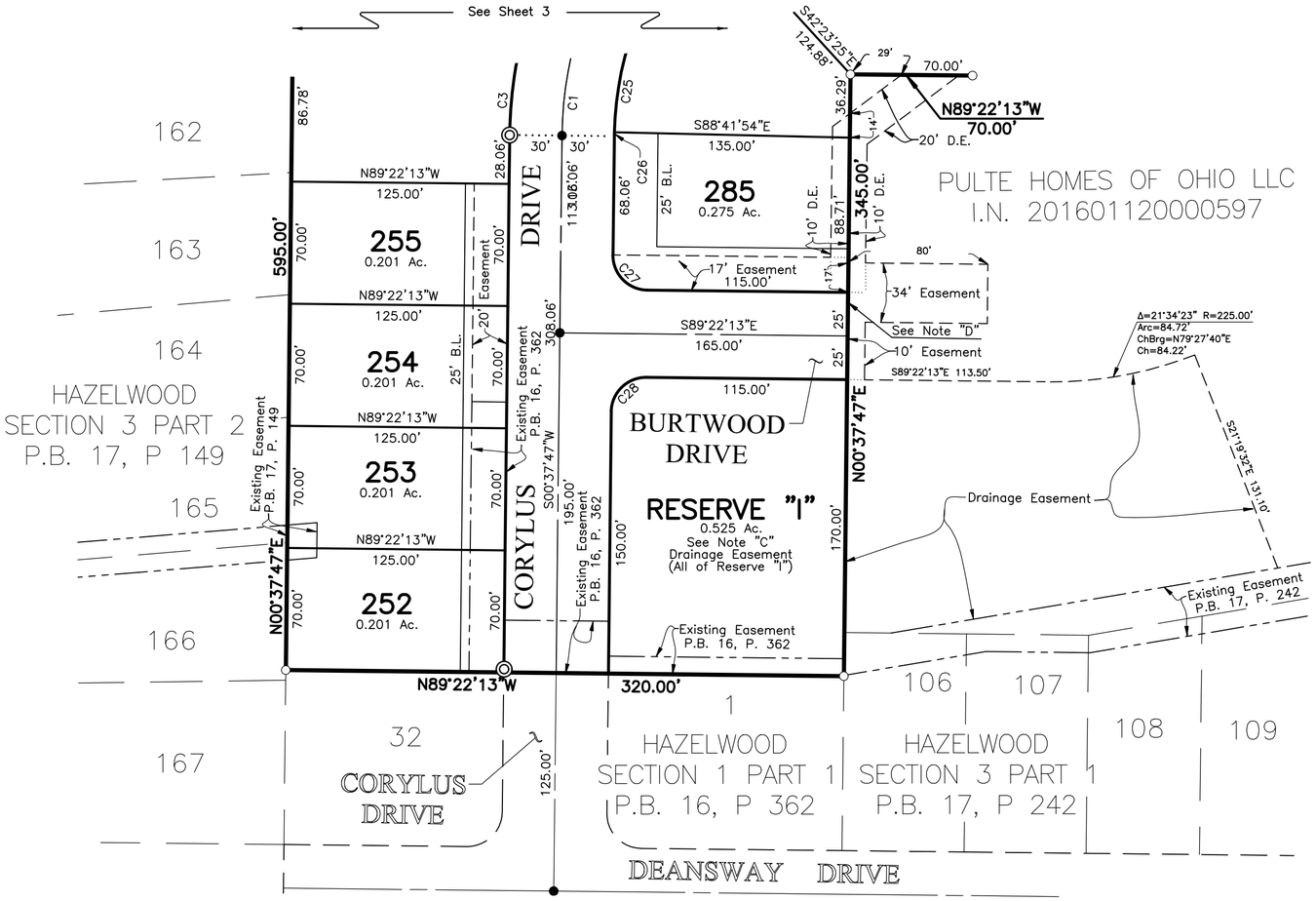
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

o = Iron Pin (See Survey Data)
● = MAG Nail to be set
◎ = Permanent Marker (See Survey Data)

By _____ _____
Professional Surveyor No. 7865 Date

J:\20160662\DWG\04SHEETS\PLAT\20160662-VS-PLAT-SEC5-PRT1.DWG plotted by MASTON, JOHN on 5/2/2017 2:18:43 PM last saved by MKIRK on 4/26/2017 11:11:31 AM
Xrefs:

HAZELWOOD SECTION 5 PART 1



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55°38'11"	220.00'	213.63'	S 28°26'53" W	205.33'
C2	55°30'16"	220.00'	213.12'	N 28°30'50" E	204.89'
C3	8°53'56"	250.00'	38.83'	S 05°04'45" W	38.79'
C4	15°03'20"	250.00'	65.69'	S 17°03'23" W	65.50'
C5	15°39'21"	250.00'	68.31'	S 32°24'43" W	68.10'
C6	16°01'35"	250.00'	69.93'	S 48°15'11" W	69.70'
C7	16°34'21"	190.00'	54.96'	N 47°58'47" E	54.77'
C8	38°55'55"	190.00'	129.10'	N 20°13'39" E	126.63'
C9	90°00'00"	20.00'	31.42'	N 44°14'18" W	28.28'
C10	39°37'19"	55.50'	38.38'	N 70°57'03" E	37.62'
C11	23°07'53"	55.50'	22.41'	S 62°42'20" W	22.25'
C12	56°13'41"	55.50'	54.47'	N 77°36'53" W	52.31'
C13	49°57'21"	55.50'	48.39'	N 24°31'22" W	46.87'
C14	45°46'46"	55.50'	44.34'	N 23°20'42" E	43.17'
C15	58°39'29"	55.50'	56.82'	N 75°33'49" E	54.37'
C16	25°29'27"	55.50'	24.69'	S 62°21'43" E	24.49'
C17	39°37'19"	55.50'	38.38'	N 69°25'39" W	37.62'
C18	90°00'00"	20.00'	31.42'	S 45°45'42" W	28.28'
C19	10°31'53"	250.00'	45.95'	N 06°01'39" E	45.89'
C20	14°30'23"	250.00'	63.30'	N 18°32'47" E	63.13'
C21	14°30'23"	250.00'	63.30'	N 33°03'10" E	63.13'
C22	14°30'23"	250.00'	63.30'	N 47°33'33" E	63.13'
C23	1°27'14"	250.00'	6.34'	N 55°32'21" E	6.34'
C24	13°11'17"	190.00'	43.73'	S 49°40'19" W	43.64'
C25	41°46'35"	190.00'	138.54'	S 22°11'24" W	135.49'
C26	0°40'19"	190.00'	2.23'	S 00°57'57" W	2.23'
C27	90°00'00"	20.00'	31.42'	S 44°22'13" E	28.28'
C28	90°00'00"	20.00'	31.42'	S 45°37'47" W	28.28'

60 50 40 30 20 10 0 30 60 120

GRAPHIC SCALE (in feet)

S.C.P.Z. = Stream Corridor Preservation Zone See Note "B"

W.C.E. = Wetland Conservation Easement See Note "E"

D.E. = Drainage Easement

B.L. = Building Line

S.E. = Sidewalk Easement

SCALE: 1" = 60'

NOTE "A": The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This plat should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "B" - STREAM CORRIDOR PRESERVATION ZONE: As required by the zoning code, no structure or building shall be placed upon, in or under the areas designated hereon as Stream Corridor Preservation Zone nor shall any work, including but not limited to grading and clearing, be performed thereon which would alter the natural state or topography of such areas or damage any of the trees or vegetation thereon provided that nothing herein shall prohibit the removal of debris and dead woody vegetation from said Stream Corridor Preservation Zone. The owner of the fee simple title to each lot in which a portion of a Stream Corridor Preservation Zone is located shall maintain, in accordance with the foregoing provision, that portion of a Stream Corridor Preservation Zone that falls within the limits of said owner's lot.

NOTE "C" - RESERVES "G", "H" and "I": All reserves shall be owned, managed and repaired by an association comprised of the owners of the fee simple titles to the lots in the Hazelwood subdivisions.

NOTE "D": No vehicular access to be in effect until such time as the public street right-of-way is extended by plat or deed.

NOTE "E" - WETLAND CONSERVATION EASEMENT: The Wetland Conservation Easement shall be preserved in perpetuity from any development or disturbance for any purpose whatsoever, except as may be required by applicable law or governmental rule or regulation. By way of example, and not of limitation, the following activities and uses are explicitly prohibited.

(a) Construction. The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots is prohibited.

(b) Cutting Vegetation. Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides is prohibited; provided however, that any dead trees or branches which pose a safety hazard or danger to surrounding properties may be removed to the extent to abate such threat.

(c) Land Surface Alteration. The removal of soil, sand, gravel, rock, minerals or other materials from the wetland areas, or doing any act that would alter the topography of the Wetland Areas shall be prohibited.

(d) Dumping. Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Wetland Areas.

(e) Water courses. Natural water courses and streams and adjacent riparian buffers within the Wetland Areas may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered.

(f) Other Activities. Each and every other activity or project which might endanger the natural, scenic, biological, ecological integrity of the Wetland Areas shall be prohibited.

J:\20160662\DWG\04SHEETS\PLAT\20160662-VS-PLAT-SEC5-PRT1.DWG plotted by MASTON, JOHN on 5/2/2017 2:18:26 PM last saved by MKIRK on 4/26/2017 11:11:31 AM
Xrefs:

HAZELWOOD SECTION 5 PART 1

FDT GROUP, LLC
I.N. 201304160009643

LOT 32 / LOT 39
LOT 40 / LOT 39
DEVONCROFT RIDGE WEST
KEELA DRIVE
244
245
249
248
247
246
250
251
99
100
160
159
161
162

HAZELWOOD SECTION 4 PART 2
I.N. 200405240018327

HAZELWOOD SECTION 3 PART 2
P.B. 17, P 149

HAZELWOOD SECTION 2 PART 2
P.B. 17, P 114

S89°14'18"E 953.21'
N00°45'42"E 199.26'
S00°45'42"W 47.77'
S89°14'18"E 620.75'
S89°14'18"E 68.19'
N00°45'42"E 200.00'
S89°14'18"E 210.00'
N89°14'18"W 420.00'
N00°45'42"E 73.65'
S89°26'40"W 75.00'
N00°03'55"E 100.00'
S34°28'35"W 125.00'
N67°47'08"W 125.00'
S75°23'31"W 70.00'
N00°37'47"E 595.00'
N89°22'13"W 125.00'
S89°14'18"E 482.20'
S89°32'41"E 140.00'
S37°30'30"W 279.26'
S25°57'26"W 250.05'
S44°50'20"W 341.97'
N89°22'13"W 70.00'
N00°37'47"E 345.00'
S89°14'18"E 125.00'

266	0.224 Ac.	
267	0.224 Ac.	
268	0.224 Ac.	
269	0.224 Ac.	
270	0.368 Ac.	
271	0.224 Ac.	
272	0.224 Ac.	
273	0.212 Ac.	
274	0.290 Ac.	
275	0.453Ac.	
265	0.321 Ac.	
264	0.321 Ac.	
263	0.321 Ac.	
262	0.217 Ac.	
261	0.290 Ac.	
260	0.226 Ac.	
277	0.290 Ac.	
276	0.191 Ac.	
278	0.313 Ac.	
279	0.374 Ac.	
280	0.297 Ac.	
281	0.278 Ac.	
282	0.261 Ac.	
283	0.248 Ac.	
284	0.258 Ac.	
259	0.265 Ac.	
258	0.409 Ac.	
257	0.276 Ac.	
256	0.222 Ac.	

RESERVE "H"
1.030 Ac.
See Note "C"

RESERVE "G"
2.480 Ac.
See Note "C"

KEELA DRIVE
CORYLUS DRIVE
POPPLETON PLACE NORTH

Existing Easement I.N. 200405240018327
Existing Easement I.N. 200405240018327
Existing Easement P.B. 17, P. 114
Existing Easement P.B. 17, P. 149
Drainage Easement
W.C.E.
S.C.P.Z.
D.E.
B.L.
S.E.
Easement

PULTE HOMES OF OHIO LLC
I.N. 201601120000597

SCALE: 1" = 60'

GRAPHIC SCALE (in feet)
60 50 40 30 20 10 0 30 60 120

S.C.P.Z. = Stream Corridor Preservation Zone See Note "B"
W.C.E. = Wetland Conservation Easement See Note "E"
D.E. = Drainage Easement
B.L. = Building Line
S.E. = Sidewalk Easement

See Sheet 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S14°27'50"E	55.86'
L2	S89°14'18"E	15.33'
L3	S00°45'42"W	26.51'
L4	N52°31'07"W	11.69'
L5	N09°33'57"W	26.59'
L6	N80°26'03"E	50.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S09°33'57"E	6.92'
L8	S52°31'07"E	23.27'
L9	N14°04'58"W	133.70'
L10	S20°43'42"E	34.83'
L11	S30°38'30"E	69.97'
L12	S34°17'25"W	43.44'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S78°18'22"W	12.89'
L14	S45°53'13"W	35.64'
L15	S73°24'50"W	23.38'
L16	S84°53'31"W	48.97'
L17	N41°26'53"W	9.26'
L18	N14°04'30"W	9.49'

LINE TABLE		
LINE	BEARING	DISTANCE
L19	N01°17'19"W	32.89'
L20	N05°38'58"W	39.92'
L21	N14°11'02"W	62.96'
L22	N03°42'03"E	24.81'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55°38'11"	220.00'	213.63'	S 28°26'53" W	205.33'
C2	55°30'16"	220.00'	213.12'	N 28°30'50" E	204.89'
C3	8°53'56"	250.00'	38.83'	S 05°04'45" W	38.79'
C4	15°03'20"	250.00'	65.69'	S 17°03'23" W	65.50'
C5	15°39'21"	250.00'	68.31'	S 32°24'43" W	68.10'
C6	16°01'35"	250.00'	69.93'	S 48°15'11" W	69.70'
C7	16°34'21"	190.00'	54.96'	N 47°58'47" E	54.77'
C8	38°55'55"	190.00'	129.10'	N 20°13'39" E	126.63'
C9	90°00'00"	20.00'	31.42'	N 44°14'18" W	28.28'
C10	39°37'19"	55.50'	38.38'	N 70°57'03" E	37.62'
C11	23°07'53"	55.50'	22.41'	S 62°42'20" W	22.25'
C12	56°13'41"	55.50'	54.47'	N 77°36'53" W	52.31'
C13	49°57'21"	55.50'	48.39'	N 24°31'22" W	46.87'
C14	45°46'46"	55.50'	44.34'	N 23°20'42" E	43.17'
C15	58°39'29"	55.50'	56.82'	N 75°33'49" E	54.37'
C16	25°29'27"	55.50'	24.69'	S 62°21'43" E	24.49'
C17	39°37'19"	55.50'	38.38'	N 69°25'39" W	37.62'
C18	90°00'00"	20.00'	31.42'	S 45°45'42" W	28.28'
C19	10°31'53"	250.00'	45.95'	N 06°01'39" E	45.89'
C20	14°30'23"	250.00'	63.30'	N 18°32'47" E	63.13'
C21	14°30'23"	250.00'	63.30'	N 33°03'10" E	63.13'
C22	14°30'23"	250.00'	63.30'	N 47°33'33" E	63.13'
C23	1°27'14"	250.00'	6.34'	N 55°32'21" E	6.34'
C24	13°11'17"	190.00'	43.73'	S 49°40'19" W	43.64'
C25	41°46'35"	190.00'	138.54'	S 22°11'24" W	135.49'
C26	0°40'19"	190.00'	2.23'	S 00°57'57" W	2.23'
C27	90°00'00"	20.00'	31.42'	S 44°22'13" E	28.28'
C28	90°00'00"	20.00'	31.42'	S 45°37'47" W	28.28'

J:\20160662\DWG\04SHEETS\PLAT\20160662-VS-PLAT-SEC5-PRT1.DWG plotted by MASTON, JOHN on 5/2/2017 2:45:09 PM last saved by JMASTON on 5/2/2017 2:37:40 PM
Xrefs:

CITY OF PATASKALA PLANNING & ZONING DEPARTMENT
621 West Broad Street, Suite 2A
Pataskala, Ohio 43062

ATTACHMENT A

HAZELWOOD FINAL PLAN REVIEW

Section 5 Part 1

May 31, 2017

General Comments/Questions:

1. An engineer or surveyor seal is required.
2. "Director of SWLCWSD, Pataskala, Ohio" signature space shall be changed to "Director of Utilities, Pataskala, Ohio"
3. The applicant shall submit a landscaping plan and coordinate with staff to address the information provided in Note G on the title sheet.
4. The section and part number shall be clarified as past plans indicated this being Section 5 Part 2.

TITLE SHEET

Site Statistics:

1. "Number of Lots" shall be corrected to 34 lots.
2. Is the front yard setback the minimum?
3. Maximum height shall be added.
4. Minimum lot depth shall be added.

SHEET 2/5

1. The zoning classifications on surrounding properties is incorrect and shall be corrected.

Section 5 Part 1 Plat

1. Engineer stamp and signature required
2. Signature Spaces – add "Director of Planning, Pataskala, Ohio"

From: Alan Haines
To: Zachary Cowan
Cc: Lisa Paxton; Scott Fulton; Jim Roberts
Subject: June 7 PZC Review Comments
Date: Wednesday, May 24, 2017 1:09:35 PM

Zach,

My comments for the June 7 Planning and Zoning Commission hearing are as follows:

1. ZON-17-005
    a. No Comment
2. FP-17-001
    a. In accordance with engineering plan review comments:
        i. A note is to be added to the plat indicating that there are 5' easements on all side lot lines and 10' on all rear lot lines.
        ii. Note "C" needs further clarification:
            1. Include specific language addressing HOA responsibility for storm water basins and all associated storm water devices within all reserves for the proper function of storm water control.
            2. Reserve "I" and storm basin 3
                a. As basin 3 is not fully contained within Reserve "I", the note must address maintenance of all of basin 3, or the plat be extended to include the entire drainage easement area for basin 3.
3. ZON-17-006
    a. Cover page, note 3
        i. Change "Ridgewood" to "Richwood"; otherwise, planned dedication of public streets and reservation of private streets is acceptable.
        ii. Right-of-way widths and street sections to be addressed in engineering plans.
    b. Cover pager, code deviations, note 1 - Temporary turn-around at the end of Emswiler Way
        i. A temporary turn-around will be required at the end of the phase I improvements to Emswiler Way.
        ii. The deviation for waiving the requirement for a temporary turn-around at the end of the phase II imprvoements for Emswiler Way is acceptable.
    c. Sheet C200, note 2/Left turn lane modification as detailed in the text of the Final Development Plan Amendment
        i. The process as described for proposed modifications, with all studies and all related costs being the responsibility of the developer, and verification and acceptance being required by the City before any improvements are made is acceptable.
    d. Right-of-way for Emswiler Way needs to extend to the western property boundary.

Please let me know if any questions or concerns.

Regards,

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

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

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

From:	Singleton, John
To:	Zachary Cowan
Cc:	White, Doug
Subject:	FP-17-001 ZON-17-006
Date:	Tuesday, May 16, 2017 12:54:00 PM

Zack,

Please disregard yesterday's email. I was less rushed and had more time to look at the plans today. Below are the following comments:

Hazelwood Section 5 Part 1:

1. Fire hydrant on Corylus Dr. at Sta 16 needs to move North to within 50' of the intersection of Burtwood Dr.
2. Fire hydrant on Corylus DR. at Sta 24 needs to move North to within 50' of the intersection of Keela.
3. Fire hydrant on Keela at Sta 23.75 can be eliminated.

Wilcox Communities

1. All of the fire hydrants need to move to within 50' of intersections and corners throughout the project. The only one that does not need to be relocated is the fire hydrant on the stub street at the Northeast corner of the development.
2. Parking on the fire hydrant side of the streets is prohibited, and signs need to be posted.

This concludes our comments at this time. We will see you at the TRC on May 17at 9:30 a.m.

Yours in Safety,

John R. Singleton
Fire Prevention Officer

West Licking Joint Fire District
851 East Broad Street
Pataskala, Ohio 43062
740-927-3046 **Office**
740-964-6621 **Fax**

www.westlickingfire.org

"This communication is confidential and may be legally privileged. If you are not the intended recipient, (I) please do not read or disclose to others, (II) please notify the sender via reply mail, and (III) please delete this communication from your system. Failure to follow this process may be unlawful. Thank you for your cooperation."

From: Scott Fulton
To: Zachary Cowan
Subject: FW: Zoning Review
Date: Monday, May 15, 2017 1:39:08 PM
Attachments: image001.png

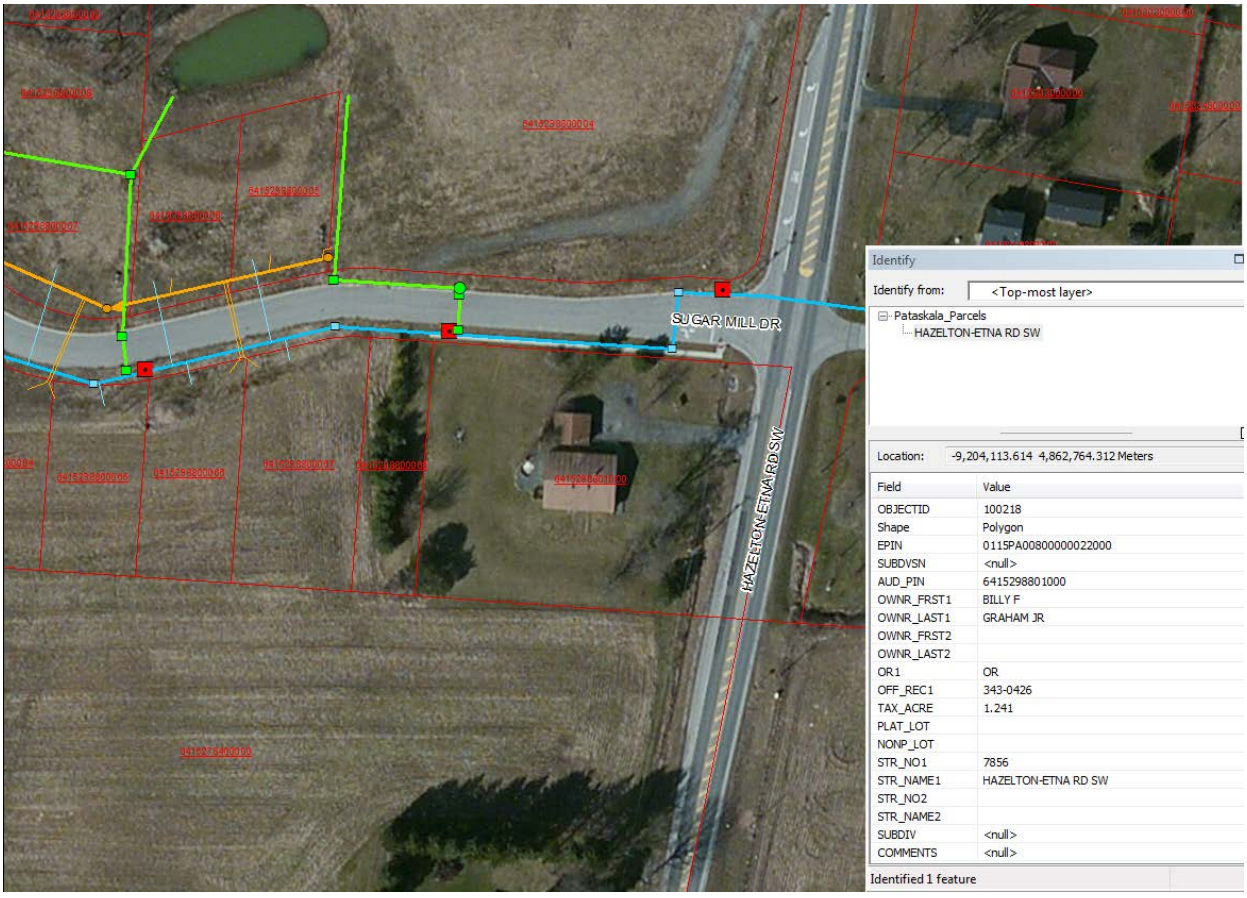
FYI

Scott Fulton
Director of Planning
City of Pataskala
621 West Broad Street, Suite 2-A
Pataskala, Ohio 43062
Phone: 740-927-2168
Cell: 614-440-5222

From: Nathan Coey
Sent: Monday, May 15, 2017 11:57 AM
To: Scott Fulton <sfulton@ci.pataskala.oh.us>
Subject: Zoning Review

ZON-17-005 7856

-
Hazelton-Etna Road
Not currently a customer.
Will require water service off Sugar Mill Drive
Will require sewer service off Sugar Mill Drive
Pipe/labor/ service connection to mains at the cost of owner
In addition to the water and sewer impact fees total $9,320



FP-17-001 Plute Homes

-
Require end user water pressure reducing valves in homes (PRV's) due to this area served by the potential for high pressure over 100 PSI.

ZON-17-006 Wilcox Communities

Conditional approval pending 3rd party review of water flow and pressure concerns in the area. Additional requirements may be in order pending review. Utility Department impact fees will be issued pending engineering review prior to PTI submission.

Water and Sewer Mains to be public. Services from main to each building will be private.
Additional water main connection loop will be required at Richwood Drive in addition to Emswiler PKWY.

Nathan W. Coey
Utility Director
City of Pataskala
621 W. Broad Street
Suite 1-D
Pataskala, Ohio 43062
Office: 740-927-4134
ncoey@ci.pataskala.oh.us

“Integrity is doing the right thing, even when no one is watching.”
C.S. Lewis

DESCRIPTION APPROVED
WILLIAM C LOZIER
LICKING COUNTY ENGINEER
APPROVED BY 4-8-16

TRANSFERRED
Date April 12, 2016
Licking County Auditor
SEC. 319.202 COMPLIED WITH
MICHAEL L. SMITH, AUDITOR
BY: TJ EXM

201604120006938
Pgs: 3 $28.00 T20160007988
04/12/2016 9:30AM BXPULTE
Bryan A. Long
Licking County Recorder

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MATTHEW J. CALLAHAN, TRUSTEE, the Grantor, for valuable consideration paid, grants, with limited warranty covenants, to PULTE HOMES OF OHIO LLC, a Michigan limited liability company, with offices at c/o Pulte Group, Inc., 3350 Peachtree Road Northeast, Floor 1600, Attn: Legal, Atlanta, GA 30326, the following real property:

Situated in the State of Ohio, County of Licking, City of Pataskala, and being more particularly described as follows:

Being Lot Numbers One Hundred Sixty-Eight (168) through One Hundred Seventy-Seven (177), both inclusive, of HAZELWOOD SECTION 3 PART 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 201602190003300, Recorder's Office, Licking County, Ohio.

Tax Parcel Nos.: 064-068322-00.299, 064-068322-00.300, 064-068322-00.301, 064-068322-00.302, 064-068322-00.303, 064-068322-00.304, 064-068322-00.305, 064-068322-00.306, 064-068322-00.307, 064-068322-00.308.

Prior Instrument Reference: Instrument No. 201604120006937, and Instrument No. 201601120000597, Recorder's Office, Licking County, Ohio.

Subject to all conditions, easements, liens, encumbrances, reservations and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this 10th day of March, 2016.

Matthew J. Callahan, Trustee

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 10th day of March, 2016, by Matthew J. Callahan, Trustee.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

Jill R. Hayes
Notary Public, State of Ohio
My Commission Expires 12-07-2020

This instrument prepared by:

David G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, Ohio 43220
(614) 929-5151

DESCRIPTION APPROVED
WILLIAM C LOZIER
LICKING COUNTY ENGINEER
APPROVED BY 4-8-16

TRANSFERRED
Date April 12, 2016
Licking County Auditor
SEC. 319.202 COMPLIED WITH
MICHAEL L. SMITH, AUDITOR
BY:

201604120006937
Pgs: 23 $188.00 T20160007988
04/12/2016 9:30AM BXPULTE
Bryan A. Long
Licking County Recorder

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PULTE HOMES OF OHIO LLC, a Michigan limited liability company, with offices at c/o Pulte Group, Inc., 3350 Peachtree Road Northeast, Floor 1600, Attn: Legal, Atlanta, GA 30326, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of MATTHEW J. CALLAHAN, TRUSTEE, the Grantee, whose tax mailing address is 4900 Tuttle Crossing Blvd., Dublin, Ohio 43016, does, this 10th day of March, 2016, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Situated in the State of Ohio, County of Licking, City of Pataskala, and being more particularly described as follows:

Being Lot Numbers One Hundred Sixty-Eight (168) through One Hundred Seventy-Seven (177), both inclusive, of HAZELWOOD SECTION 3 PART 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 201602190003300, Recorder's Office, Licking County, Ohio.

Tax Parcel Nos.: 064-068322-00.299, 064-068322-00.300, 064-068322-00.301, 064-068322-00.302, 064-068322-00.303, 064-068322-00.304, 064-068322-00.305, 064-068322-00.306, 064-068322-00.307, 064-068322-00.308.

Prior Instrument Reference: Instrument No. 201601120000597, Recorder's Office, Licking County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots and other lots in the Hazelwood subdivision with similar restrictions including, but not limited to, lots described in: (i) Instrument No. 200603090006724; (ii) Instrument No.

200409160033528; (iii) Instrument No. 200211050041959; (iv) Instrument No. 200209190034933; and (v) Instrument No. 200204090013551, Recorder's Office, Licking County, Ohio.

It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – Hazlewood [sic] Association, Inc., an Ohio non-profit corporation formed by Grantor, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" the entrance features described in Article IX, Paragraph E of these Restrictions.

I. "Grantor" – Pulte Homes of Ohio LLC and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, patios and porches, and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the Owner or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Section IV, Paragraph F of the Restrictions.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of Hazelwood that have been or will in the future be developed by Grantor and subjected

to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the Hazelwood subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

The covenants, easements, conditions and restrictions contained in these Restrictions are declared to be in furtherance of the following purposes:

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (1) reasonable monetary fines which shall be considered Lot Assessments; (2) suspension of the right to vote as a Member of the Association; and (3) suspension of the right to use the Common Property or any part of the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V(F), and shall be included as a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Section X(D), (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to Section V(D) to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

I. Books; Records. Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association.

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in Section V(C), the Grantor, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (1) Annual Assessments; (2) Special Assessments; and (3) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association (which may include amounts, if any, for the Reserve Fund -- as may be determined by the Board), and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary, prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, an Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole

and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provided in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor, its members and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by builders for construction management and related uses during the construction of homes within the Property.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property, or that might or that does unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Grantor, its members or any other builder in the subdivision from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Grantor and its members while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association or the Grantor; and (3) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage Buildings. No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary or appropriate during the construction of residences on the Lots.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no buses, no campers and no mobile homes shall be parked or stored on any street in the Subdivision, or on any Lot in the Subdivision (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car

hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

K. Trash. Except for the reasonably necessary activities of the Grantor or its members during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on the Property except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Tree. Grantor may designate one (1) or more trees as deemed necessary by Grantor along the street in front of each Lot. If Grantor determines to designate street tree(s) then the Owners agree to install and maintain such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

P. Mailbox. Grantor may designate and require a curb side mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the

mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, approved plastic, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of four (4) feet above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

4. Fences installed by Grantor or the Association within any common area or landscape or entry easement area shall not be subject to the provisions of Paragraphs 1, 2, or 3, above, and Grantor or the Association shall have the right to maintain or replace such fencing.

S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Section VIII(S) shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a height greater than provided for under Section VIII(R) above, then such higher fence shall be permitted notwithstanding any provision of said Section VIII(R) to the contrary, provided such higher fence shall be subject to prior written approval of the Design Review Board as to design and location on the Lot. All other restrictions set forth in Section VIII(R), including but not limited to construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

T. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Subdivision: (1) outdoor clotheslines; and (2) window air conditioning units on any window facing the street.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in these Restrictions. The Association may enter any Lot to remove or correct any violation of these Restrictions or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes . The Board or Grantor may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Grantor deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Grantor may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Grantor deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Grantor may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. Entry Feature. An easement was granted, declared and reserved by a Special Warranty Deed of record at Instrument No. 200204090013551 in favor of the Grantor and the Association over, under and upon a portion of Lot 26 of Section 1 Part 1 of Hazelwood subdivision (the "Entrance Feature Area"), to construct, repair, reconstruct and maintain an entry feature(s) and other improvements. The easement shall run with the land and shall be binding on all future Owners of Lots encumbered by the Entrance Feature Area except as hereinafter set forth.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Licking County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

B. Enforcement. These Restrictions may be enforced by any proceeding at law or in equity by the Grantor, any member of Grantor, any Owner, the Association, the Design Review Board, and each of their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of United States Federal Housing Administration, or (4) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of

Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Licking County, Ohio.

D. Grantor's Rights to Complete Development. Grantor, and the members of Grantor, shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Grantor; (3) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any

Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

E. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

3. Any default under these Restrictions which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

F. Indemnification. The Association shall indemnify every officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled.

G. Severability. If any article, section, paragraph, sentence, clause or word in these Restrictions is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of these Restrictions shall continue in full force and effect.

H. Enforcement; Waiver. Failure of the Grantor, any member of Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

By: _____
Matthew J. Callahan, Division Vice President Land Acquisition

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me this 10th day of March, 2016, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Jill R. Hayes
Notary Public, State of Ohio
My Commission Expires 12-07-2020

This Instrument Prepared By:

David G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, Ohio 43220
(614) 929-5151