



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

December 5, 2018

Preliminary Plan Application PP-18-002

Applicant:	Grand Communities, LLC
Owner:	P & G Pataskala Ltd.
Location:	200 West Broad Street
Acreage:	49 +/- acres
Zoning:	R-10 – High Density Residential / GB – General Business
Request:	Requesting approval of a Preliminary Development Plan pursuant to Section 1113.11 of the Pataskala Code for the Heron's Manor Subdivision located at 200 West Broad Street.

Description of the Request:

The applicant is seeking approval of a Preliminary Development Plan for project known as Heron Manor, a 153-lot cluster subdivision located on the unimproved property at 200 West Broad Street, west of the Settlement at Pataskala.

Staff Summary:

The property located at 200 West Broad Street is 96.05 acres overall, with approximately 44 acres zoned R-10 – High Density Residential. The remaining 4.85 acres is zoned GB – General Business but is proposed to be rezoned to the R-10 – High Density Residential district and incorporated into the subdivision.

The portion of the property zoned R-10 – High Density Residential was originally designated to be subsequent phases of the Settlement at Pataskala. The applicant's proposal is to construct a 153-lot cluster subdivision called Heron Manor which would have no affiliation with the Settlement at Pataskala.

The applicant originally filed application ZON-18-005, which was tabled on April 4, 2018. The intent of that application was to rezone the R-10 – High Density Residential portion of the property to PDD – Planned Development District for a residential subdivision. After staff requested a second access point onto Broad Street, the applicant decided to pursue the current configuration; however, application ZON-18-005 has yet to be formally withdrawn.

As stated above, the proposed subdivision would be developed under the Cluster Housing regulations in Chapter 1275. Cluster housing is intended to promote the preservation of open and natural areas, reduce development costs, and provide for flexible development.

Below is a general summary of the proposal:

Site Statistics

- Total Acreage: 51.25 acres
- Number of Lots: 153
- Density: 3.94 lots per acre
- Open Space: 10.35 acres (22.30 percent)
- Street Area: 7.52 acres

Lot Requirements

- Minimum Lot Dimensions: 55 feet x 125 feet
- Minimum Lot Area: 6,875 square feet (0.16 acres)

Setbacks

- Front: 25 feet minimum (Lots 40-44 have Front Setback of 30')
- Side: 5 feet minimum
- Rear: 20 feet minimum (Lots 1-23 have Rear Setback of 25')

Signage

- None proposed

Landscaping

- No Landscaping Plan was included

There will be three (3) entrances to Heron's Manor, one (1) on Isaac Tharp Street, one (1) on Alonzo Palmer Street, and one (1) on West Broad Street. Isaac Tharp Street will be stubbed to allow future connection to the adjacent parcel to the west. Three (3) cul-de-sacs are proposed. Streetlights are proposed at every intersection, and at alternating sides of the street.

Staff Review:

The following review does not constitute recommendations but merely conclusions and suggestions based on the summary

The City Engineer has provided comments on the application. It appears to them that the City's design standards are generally met with this plan from the information available, however they will need to reaffirm this with the final construction plans. They also provided comments on the drainage calculations, and water/sanitary/storm lines. Full comments are attached.

The Public Service Department endorses the City Engineer's comments and addresses some additional items:

- T-turn around will be required at the western terminus of Isaac Tharp Street. Lots 82-32 will not be buildable until the street is extended westward.
- Recommends right-of-way and street width revisions
- Parking will be restricted to one side of the street throughout the development; no parking on hydrant side of street
- Full comments are attached

The Utilities Department has also provided comments on the water mains to allow better operational control in the area. Full comments are attached.

Planning and Zoning Staff have compiled the following comments from reviewing the plans:

Page 1:

1. Date of survey is not shown
2. Book and page number of lands within the proposed major subdivision are not shown
3. Additional signature lines required for: Utility Director, Director of Planning, Public Service Director, City Administrator, City Engineer.
4. T-turn around required at west end of Isaac Tharp Street. Lots 82-83 will not be buildable until street is extended and language will be provided to address this.

Page 2:

1. Rear Setback to be 20', except through lots 1-23 and 43-57 which are to have 25', however, lot 143 has a rear setback identified as 25'.
2. Entrance signage?
3. Show the turn lane from West Broad St. onto Heron Ave.
4. Right-of-way on West Broad St. not shown?

Page 3:

1. Trees along western border, what is happening to them? If remaining, should be placed in a reserve with appropriate language included.
2. Lots 118-123 do not show width at setback.

Page 4:

1. T-turn around required at west end of Isaac Tharp Street. Lots 82-83 will not be buildable until street is extended and language will be provided to address this.
2. Lots 82-83 will need to meet the perimeter setbacks of the R-10 district to Section 1275.03(F).

General Comments:

1. A Tree Replacement Survey and Landscaping Plan pursuant to Chapter 1283 was not included.
2. No proposed phasing plan is included.
3. No Street Trees are included
 - a. List of proposed street trees
 - b. Locations
4. Wetlands required to have a 25' buffer around them. Any wetlands being removed will have to be appropriately remediated.

5. How will maintenance be handled with the existing retention basin?
6. Add note for Reserve Language
 - a. Natural State? Construction? How will these be handled.

Surrounding Area:

Direction	Zoning	Land Use
North	AG - Agriculture	Farm Field Woodland
East	R-10 – High Density Residential	Single-Family Homes Settlement of Pataskala Phase 3 Part 3 (Under Construction).
South	M-1 – Light Manufacturing GB – General Business R-10 – High Density Residential	Lumber Yard Auto Sales Single-Family Homes
West	AG – Agriculture	Farm Field

Preliminary Development Plan Approval:

According to Section 1113.11 of the Pataskala Code, the Planning and Zoning Commission shall determine whether a Preliminary Development Plan is approved, approved with conditions, or disapproved. Approval of a Preliminary Development Plan shall be based upon compliance with applicable regulations and input from city departments and other applicable departments and agencies.

Department and Agency Review

- Zoning Inspector – No Comments
- City Engineer – See Attached
- Pataskala Utilities – See Attached
- Public Service – See Attached
- Police Department – No Comments
- West Licking Joint Fire District – No Comments
- Southwest Licking Schools – No Comments

Conditions:

Should the Commission choose to approve the applicant’s request, the following conditions may be considered:

1. The applicant shall address all comments and questions of the Planning and Zoning Department.
2. The applicant shall address all comments and questions of the City Engineer.
3. The applicant shall address all comments and questions of the Utility Department.
4. The applicant shall address all comments and questions of the Public Service Department.

Resolution:

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

“I move to approve Preliminary Development Plan application PP-18-002 pursuant to Section 1113.11 of the Pataskala Code. (“with the following conditions” if conditions are to be placed on the approval).”

From: [Jim Roberts](#)
To: [Jack Kuntzman](#); [Scott Fulton](#); [Alan Haines](#)
Cc: [Scott Haines](#)
Subject: December 5 P&Z Comments
Date: Friday, November 23, 2018 10:21:10 AM

Jack et al,

At the request of the city, Hull and Associates, Inc. has reviewed the Rezoning and Preliminary Plan application for the December 5 Planning and Zoning Commission meeting. There is only one case, with both the rezoning and the Preliminary Plan for the Heron Manor Subdivision being the agenda items.

Alan Haines should review our comments and confirm or refute them before they are presented to the developer.

We offer the following comments:

ZON-18-012:

- We have no comments or concerns on the zoning change requested for this property/project.

PP-18-002

- The Preliminary Plan submittal includes some design and utility information, but not a complete set of construction plans. Those will be reviewed at the time they are submitted. However, from the submittal that has been made, we can offer some input and feedback that will hopefully be helpful moving forward.
 - The submittal refers to drainage calculations performed on the original subdivision. As of yet, the city has not been able to locate those original calculations. It is believed the original, regional stormwater basin was intended to collect drainage from the property currently proposed for development. However, if the original calculations cannot be located, the designer will need to run calculations to affirm the existing drainage facilities will work.
 - At a glance, we did not see in the subdivision covenants that were presented a reference to the HOA being responsible for their share of the maintenance of the detention pond. Because multiple HOA's will be involved, clear and formal agreements between the HOA's for perpetual maintenance of this facility as well as any others that apply will be required.
 - On Page 1 of the submittal, the Total Site Statistics box refers to 'Maple Street'. This seems to be an error but is confusing and should be cleaned up.
 - The waterline will need to be extended along Heron Avenue to Broad Street to 'close the loop'.
 - Where the waterline dead ends in cul-de-sacs, hydrants will be needed for blow off purposes.
 - The sanitary sewer will need to be contained within an easement where it is not within

the right-of-way. Also, it appears the sanitary sewer comes close to some of the building setback lines. During final design/review, we will need to ensure no concerns arise out of the sewer location.

- What might be a significant item, the city does not like storm sewers in rear and side yards when it can be avoided. These are difficult to access for maintenance. Nearly all of the storm sewers are shown in back and side yards.
- It will be clearer on the final construction plans, but the city would not want to have drainage crossing over/around intersections or around the radii where curb ramps will be located. The ramps always become 'puddle' areas.
- It appears that the city's design standards are generally met with this plan from the information available. This will need to be reaffirmed with the final construction plans.

Please feel free to contact us with any questions or concerns. We are happy to attend a meeting if necessary to discuss any comments or concerns.

Thanks. Jim

James G. Roberts, P.E.

Vice President
Newark Office Manager

HULL | Newark, Ohio

Environment / Energy / Infrastructure

o: 740-344-5451 | d: 740-224-0739

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[web](#) | [directions to offices](#)

From: [Chris Sharrock](#)
To: [Jack Kuntzman](#)
Subject: Heron Manor
Date: Friday, November 16, 2018 9:39:19 AM

Jack,

In regards to the rezoning application for Heron Manor (Application # ZON-18-012) the Utilities Department has no issue.

In regards to the Preliminary Plan for Heron Manor (Application # PP-18-002) the Utilities Department will require the following:

1. The 8" water main that stops with an 8" valve at the southernmost portion of the development must continue south and tie in to the existing 8" water main on the south side of Broad St to create another water feed point to the project area giving the department better operational control in the area.
2. Two 8" water main valves be installed on the east and west ends of the tie in section mentioned in point 1 to allow for better operational control in the area.

Let me know if you need any more information than this.

Thank you,
Chris Sharrock
City of Pataskala
Interim Utilities Director
(614) 554-2799

From: [Alan Haines](#)
To: [Jack Kuntzman](#)
Cc: [Jim Roberts](#); [Scott Haines](#)
Subject: PZC Review - Dec 5
Date: Tuesday, November 27, 2018 11:41:40 AM

Jack,

I have the following comments for the December 5th Planning and Zoning Commission meeting:

1. ZON-18-012
 - a. It is the understanding of the Public Service Department that this application is a result of, and in accordance with, direction from the City to provide additional access, and better traffic flow to and from the proposed and existing developments. The Public Service Department believes that this is in the best interest of the City.
2. PP-18-002
 - a. The overall plan appears adequate, and generally satisfies City design standards.
 - b. The Public Service Department endorses the City Engineer's comments, and similarly, recognizes that many of those items, as well as some of the following items, will be addressed as part of the engineering review process.
 - i. Note that the City Engineer's comment with regard to the location of storm sewers is accurate; however, it is also recognized that this is not always feasible. This item will be reviewed and coordinated in depth with the designer during engineering review.
 - c. Note that a T-turn around will be required on the developers property at the western terminus of Isaac Tharp Street. Accordingly, lots 82 and 83 will not be buildable until such time as the roadway is extended to the west.
 - d. In the pavement typical sections, note that item 4A will be required to have a thickness of 5-1/4".
 - e. Recommended right-of-way and street width revisions:
 - i. Isaac Tharp Street
 1. Maintain 60' right-of-way.
 2. Reduce pavement width to 28'-0".
 3. These are consistent with what was approved and constructed for Isaac Tharp Street in the Settlement at Pataskala, Phase 3, Section 3.
 - ii. Alonzo Palmer Street
 1. Maintain 60' right-of way to Leatherleaf Way.
 2. Maintain 33' pavement width to Leatherleaf Way.
 3. This will maintain a consistent streetscape with the existing Alonzo Palmer Street until the intersection and maintain a continuous primary route. This appears to be consistent with the original subdivision layout.
 - iii. Leatherleaf Way
 1. Maintain 60' right-of-way and 33' pavement width until Alonzo Palmer Street
 2. Reduce to 50' right-of-way and 28' pavement width between Alonzo Palmer Street and Isaac Tharp Street.
 - e. Note that parking will be restricted to one side of the street throughout the development; no parking on the hydrant side of the street.

Please let me know if 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



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

PRELIMINARY PLAN APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information		
Address: 200 West Broad Street		
Parcel Number: 064-307692-00.000		
Zoning: R-10	Acres: +/- 49 acres	
Water Supply:		
<input checked="" type="checkbox"/> City of Pataskala	<input type="checkbox"/> South West Licking	<input type="checkbox"/> On Site
Wastewater Treatment:		
<input checked="" type="checkbox"/> City of Pataskala	<input type="checkbox"/> South West Licking	<input type="checkbox"/> On Site

Staff Use
Application Number: PP-18-002
Fee:
Filing Date:
Hearing Date:

Applicant Information		
Name: Grand Communities, LLC		
Address: 3940 Olympic Blvd, Suite 100		
City: Erlanger	State: KY	Zip: 41018
Phone: 859 - 578 - 7705	Email: AWebb@FischerHomes.com	

Documents
<input type="checkbox"/> Application
<input type="checkbox"/> Fee
<input type="checkbox"/> Preliminary Plan
<input type="checkbox"/> Supplementary Info
<input type="checkbox"/> Deed
<input type="checkbox"/> Address List
<input type="checkbox"/> Area Map

Owner Information		
Name: P & G Pataskala Ltd		
Address: 200 West Broad Street		
City: Pataskala	State: Ohio	Zip: 43062
Phone:	Email:	

Preliminary Plan Information
Describe the Project:
The project is designed as a cluster subdivision consisting of 153 homesites.

Documents to Submit

Preliminary Plan Application: Submit 14 copies of the preliminary plan application.

Preliminary Plan: Submit 14 copies of a preliminary plan 24 x 36 inches in size containing the following:

- a) Proposed name of the subdivision
- b) Location by section, range, township or other official surveys
- c) Names, addresses and phone numbers of the owner, subdivider, an Ohio Registered Professional Engineer who prepared the plan, or Registered Surveyor who prepared the plan, and the appropriate registration numbers and seals of each.
- d) Date of survey.
- e) Scale of the plan, not less than 100 feet to the inch, and north arrow.
- f) Boundaries of the subdivision, its acreage, and deed book and page number of lands within the proposed subdivision.
- g) Names of adjacent subdivisions, owners of adjoin parcels of unsubdivided land, and the location of their boundary lines.
- h) Locations, widths, and names of existing streets, railroad rights of way, easements, parks, permanent buildings, corporation and township lines, location of wooded areas and any other significant topographic and natural features within and adjacent to the plan for a minimum distance of 200 feet.
- i) Zoning classification of the tract and adjoining properties and a description of the proposed zoning changes, if any.
- j) Existing contours at an interval of not greater than two (2) feet if the slope of the ground is 15 percent or less, and not greater than five (5) feet where the slope is more than 15 percent.
- k) Existing storm and sanitary sewers, water lines, culverts, and other public utilities underground structures, and power transmission poles and lines, within and adjacent to the tract.
- l) Location, names and widths of typical cross section and right of way width of proposed streets and easements.
- m) Building setback lines with dimensions.
- n) Location and dimensions of all proposed public and private utilities, water, wastewater, storm drain lines, detention and/or retention facilities showing their locations and connections with existing system.
- o) Layout, lot number of and approximate dimensions of each lot. When a lot is located on a curved street, or when side lot lines are not at 90 degree angles, the width of the building line shall be shown.
- p) Parcels of land in acres and/or parts of acres to be preserved for public use, or to be reserved by covenant for residents of the subdivision.
- q) The location and width of sidewalks and spacing of street lighting.
- r) A vicinity map at a scale of not less than 2,000 feet to the inch shall show all existing subdivisions, roads, tract lines, nearest existing thoroughfares and the most advantageous connections between roads in the proposed subdivision and those of the neighboring area.

Supplementary Information: Submit 14 copies of a site plan to scale of the subject property indicating the following:

- a) Statement of proposed use of all lots, giving types number of dwelling units and any type of business or industry.
- b) Location and approximate dimensions of all existing buildings.
- c) For commercial and industrial development, the location, dimensions, approximate grade of proposed parking and loading areas, alleys, pedestrian walks, streets and the points of vehicular ingress and egress to the development and storm drainage detention of retention facilities.
- d) Description of the proposed covenants and restrictions.
- e) The extension or improvements of, including any oversize requirements to the City Central Water and Wastewater Treatment Systems that may be required by the City, to be constructed by the Subdivider at the Subdivider's expense, and according to all City ordinances. (See Section 1113.14)
- f) Calculations which develop the water and sanitary sewer demand rates for the subdivision.

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 preliminary plan request.

Applicant: 	Date: 11-8-18
Owner:	Date:

PRELIMINARY PLAN INFORMATION

For

200 West Broad Street

Parcel No. 064-307692-00.000

PARCEL INFORMATION:

The Parcel is located on the north side of West Broad Street and extends west from John Reese Parkway along West Broad Street and north along the west border of the subdivision known as The Settlement. The Parcel is 96+ acres. Its frontage at West Broad Street is zoned GB and the remainder is zoned R-10.

PRELIMINARY PLAN INFORMATION:

The Applicant is developing a residential subdivision adjacent to the west side of The Settlement on the Parcel. The subdivision is being developed on the R-10 portion of the Parcel and 4.85 acres of the GB portion of the Parcel that is being rezoned to R-10. This 4.85 acres provides connection to West Broad Street for development of the main public access road to the subdivision. The subdivision will also connect to The Settlement by Isaac Tharp Street and Alonzo Palmer Street—both existing public streets in The Settlement that extend to the Parcel. The subdivision is designed under Chapter 1275 of the zoning code, Cluster Design.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
THE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE SUBDIVISION ("Declaration") is made this ____ day of _____, 20 ____ by GRAND COMMUNITIES, LLC., a Kentucky limited partnership (the "Declarant"), under the following circumstances:

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

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

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

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

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

SECTION 1 **DEFINITIONS**

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1 Additional Property. "Additional Property" means other real property in the vicinity of the Property which is owned and/or acquired by Declarant, which may be annexed to the Property in accordance with Section 10 below.

1.2 Architectural Guidelines. "Architectural Guidelines" as defined in Section 5.3 of this Declaration.

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

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

1.5 Assessments. "Assessments" means Base Assessment, Special Assessment, Individual Assessment and Working Capital Assessment.

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

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

1.8 Board of Directors. "Board of Directors" means the Board of Directors of the Association established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.9 Builder(s). "Builder(s)" means _____, its successors and assigns, and such other persons and entities as may acquire one or more Lots from Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such Lots acquired.

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

1.11 Class B Member or Class B Membership. “Class B Member” or “Class B Membership” means, during the Development Period, Declarant, as a member of the Association.

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

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

1.14 Common Expenses. “Common Expenses” shall mean as defined in Section 4.2 of this Declaration.

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

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

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

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

1.19 Declarant. “Declarant” means Grand Communities, Ltd., a Kentucky limited partnership, its successors and assigns.

1.20 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____, as the same may from time to time be amended in the manner prescribed herein.

1.21 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Constituent Documents.

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

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

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

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

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

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

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

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

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

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

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

1.33 Private Storm Sewer Easements. “Private Storm Sewer Easements” shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any agency of the Village of South Lebanon, Warren County, Ohio having jurisdiction over drainage control.

1.34 Property. “Property” means that certain land in _____, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 10 herein, those portions shall then be deemed part of the Property.

1.35 Record Plat. “Record Plat” means a plat of _____ as recorded in the Clermont County, Ohio Recorder’s records, including any subsequent plats or replats.

1.36 Recreational Facilities. “Recreational Facilities” shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, shelter house and playfields and any portions of the Common Elements on which recreation activity is permitted.

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

1.38 Special Assessment. “Special Assessment” means the charge established by Section 4.4 of this Declaration.

1.39 Structure. “Structure” means:

(a) any thing or object (other than trees, shrubbery, landscaping and hedges which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent improvement; and

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

1.40 Subdivision. “Subdivision” means all phases or sections of the Record Plat for _____, a subdivision in the

_____, and consisting of all the Property from time to time made subject to the provisions of this Declaration.

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

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

1.43 Working Capital Assessment. “Working Capital Assessment” as defined in Section 4.6 of this Declaration.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

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

SECTION 3

ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD

3.1 Formation of the Association. The Declarant has caused or will cause to be chartered in accordance with Chapter _____, a nonprofit corporation to be known as _____ Homeowners’ Association, Inc., an _____ not-for-profit corporation. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

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

At the third Annual Meeting, the Board of Directors shall expand from three (3) to five (5) Directors. At such meeting, the Class B Member shall appoint three (3) Directors for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until the Development Period Special Meeting (as hereinafter defined), shall appoint three (3) Directors for a three (3) year term.

At the third Annual Meeting, the Class A Members shall elect two (2) Directors. One of the Directors shall be elected for a three (3) year term and one (1) of the Directors shall be elected for a two (2) year term. At the expiration of the terms of such Directors, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Directors for a three (3) year term.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting (“Development Period Special Meeting”). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Directors shall expire. The three (3) Directors with the most votes shall be the Directors who shall serve the three-year term. Additionally, after the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

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

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

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

3.5 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

SECTION 4 **ASSESSMENTS**

4.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Section. There shall be four (4) types of Assessments which are as follows: (1) Base Assessment to fund Common Expenses for the benefit of all Members of the Association; (2) Special Assessment as described in Section 4.4

below; (3) Individual Assessment as described in Section 4.5 below; and (4) Working Capital Assessment as described in Section 4.6 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

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

(b) Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership.

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

4.3 Computation of Base Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of

the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

(a) The Base Assessment for all Dwelling Units shall commence on the first day of the month following the conveyance of the first Dwelling Unit in the Subdivision from either Declarant or Builder to an individual Owner of a Dwelling Unit.

(b) The Base Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units subject to Assessment under Section 4.3(a) above.

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

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

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

(d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 10.1 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

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

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

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

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

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

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

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

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

4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Declarant or Builder to a third party purchaser, the purchaser shall be required to pay _____ and 00/100 Dollars (\$ _____) as such purchaser's initial capital contribution to the working capital of the Association ("Working Capital Assessment"). This Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.7 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior years operating deficit as provided for in Section 4.9 below.

4.8 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in semi-annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing,

collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Dwelling Unit from either Declarant or Builder to a third party purchaser, each third party purchaser of a Lot shall be required to pay the Working Capital Assessment as provided in Section 4.6 above and a prorate share of the Base Assessment for the balance of the semi-annual period in which the closing takes place.**

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

4.10 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners.

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

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

4.13 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 4.8 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys’ fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of _____, and all other political subdivisions or governmental instrumentalities of the State of

_____ to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the _____ Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

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

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

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

SECTION 5

ARCHITECTURAL REVIEW

5.1 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the

exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the Board. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The Board shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.2 Approval of Plans and Specifications. The Board shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of Section 5.1 above, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the Board. Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section). The Board's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

5.3 Architectural Guidelines. The Board may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, walls and structures in order to fulfill its obligations under Section 5. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.

5.4 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 5.1 as to the information required to be included in the plans and specifications, the Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

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

5.6 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the Board shall give notice of a Default to the Owner of the Lot involved, provided, however, that the Board may, upon such conditions as it may determine,

waive any such Default if it finds that such Default does not substantially conflict with the policies of the Board.

5.7 Enforcement. In the event of a violation of the provisions of this Section 5, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any, as well as any other relief available at law or in equity.

5.8 Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of this Section, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

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

5.10 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Section 5, during the Development Period (which may still be in effect even after the Development Period Special Meeting as provided in Section 3.2 above), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the Board.

SECTION 6

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

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

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

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant;

and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

(b) Other Structures. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed. Notwithstanding the foregoing to the contrary, no Structures may be placed on any Lot without the Board's prior written approval, as provided in Section 5.5 above.

(c) Parking. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed twenty four (24) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door is completely closed at all times when such a vehicle is parked therein. The word "trailer" shall include trailer coach, RV, recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in this Section, vehicles being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

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

(e) Oil and Mining Operations. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

(f) Garbage and Refuse Disposal. All trash, garbage or other rubbish shall be kept at all times in each Owner's garage, except on the days which the trash, garbage or other rubbish is collected by the local waste removal authorities or as otherwise directed and instructed by the Association. Any trash containers placed outside by the Dwelling Unit Owners to be collected by the local waste removal authorities shall only remain

outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the trash is scheduled to be removed.

(g) Antennas. No apparatus, free standing antennas or satellite dishes shall be constructed or used on any Lot; provided, however, that a satellite dish not exceeding twenty-four inches (24") in diameter may be placed on a roof top of a Dwelling Unit if not visible from the street in front of the Dwelling Unit. All television and radio antennae, including CB radio antennae, must be enclosed within the Dwelling Unit located on the Lot. All telephone, electric and other wires of all kinds must be underground.

(h) Signs. No permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs.

(i) Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that dogs or other household pets not totaling more than three (3) in number, may be kept on a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

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

(k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in

possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90), or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the rules and regulations, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. A copy of each such lease shall be given to the Association immediately after it is executed.

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. In-ground swimming pools are permitted provided it is approved by the Board in accordance with Section 5 above. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground shall not be visible from the street or any neighboring Lot.

(m) Fencing. No fences shall be erected or built on any part of any Lot between the rear of the building constructed thereon and the street in front of the building. Fences erected on said Lot from the rear of the building and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the residence on said Lot. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(n) Swing Sets and Play Areas. Swing sets, trampolines, basketball backboards and play areas may be erected on a Lot only after the location and materials of those Structures are approved in writing by the Board in accordance with Section 5 above.

(o) Building Setbacks. No building shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder.

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

areas left in a naturalized state by the Builder may be left in such naturalized state by the Lot Owner.

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

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

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

(t) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance with Section 5 above. The purpose of this Restriction is to insure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

SECTION 7

MAINTENANCE STANDARDS

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

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

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

(c) each Owner shall maintain, repair and replace at his expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner;

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

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

(f) except as otherwise provided above in this Section 7.1, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

7.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling Unit and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

7.3 Periodic Inspection. Periodically as needed, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

7.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association.

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

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

SECTION 8 **COMMON ELEMENTS AND EASEMENTS**

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

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

- (a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, and the Class B Member, to borrow money for the purpose of

constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements.

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

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

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

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

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

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

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

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

8.4 Additional Common Elements. Declarant may from time to time, during the Development Period, convey to the Association for nominal or other appropriate consideration and the Association may accept conveyance of any land owned by Declarant along with any Structure, improvement or other facility including related fixtures, equipment and furnishings located thereon.

8.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and upon the approval of sixty-seven percent (67%) of Class A Members and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and

conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

8.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and its affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold.

8.7 Easements.

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

(b) The Association may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

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

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

8.8 Landscape and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across Lots ___ and ___, in the areas depicted on the Site Plan attached hereto as Exhibit D and made a part hereof, and any subsequent Site Plan attached to a Supplemental Declaration (“Landscape and Signage Easement”), for the sole purpose of installing, maintaining and replacing any and all landscaping, monuments, and signage located on the Landscape Easement Areas and Signage Easement Areas.

8.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway.

The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition subsequently similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expense and costs incurred for maintenance and repair during his/her period of ownership of the Lot. Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services. The obligations and responsibilities for the enforcement of the provisions contained within this Section 8.9 shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of

an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay the Assessments levied pursuant to Section 4 above.

8.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section 8.2. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements, but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

SECTION 9 **MAINTENANCE**

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

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

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof.

9.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units, whether or not lying within the Dwelling Unit boundaries, and shall maintain and irrigate landscaping on that portion of the Common Element, if any, or right-of-way between the Dwelling Unit boundary and the back-of-curb of the adjacent street.

All maintenance required by this Section 9.2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 4.5; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

9.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

SECTION 10 **COVENANT FOR STAGED DEVELOPMENT**

10.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration.

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

10.3 Supplemental Declaration for Staged Development. Any annexations made pursuant to this Section 10, or otherwise, shall be made by recording a supplement to this Declaration with the _____ Office, which supplementary Declaration shall extend this Declaration to such annexed property. The supplementary Declaration may either waive some of the existing covenants, conditions and restrictions or contain additional covenants, conditions, restrictions, easements and liens with respect to that Additional Property being annexed therein as either Declarant shall deem appropriate for the purpose of completing the development of the Property. Owners of Lots subject to such supplemental Declaration shall be Owners as defined by this Declaration.

Notwithstanding the foregoing, in the event that Declarant elects to annex any portion of the Additional Property to this Declaration, or to add additional covenants, conditions, restrictions, easements and liens as reserved in this Section, Declarant shall, as long as Class B Membership is in existence, obtain the prior approval of HUD/VA, if applicable, prior to recording any applicable Declaration for said purpose.

SECTION 11 **ENFORCEMENT**

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

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

11.2 Remedies. Nothing contained in this Section 11 shall be deemed to affect or limit the rights of Declarant, Builder, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the

notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section 11, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

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

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

SECTION 12 **REAL ESTATE TAXES AND ASSESSMENTS**

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

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

SECTION 13 **INSURANCE**

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Recreation Facilities and any other Common Elements, and may maintain insurance for all other structures and improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its

successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

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

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

13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

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

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

management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

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

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

The Association and/or any Owner must provide Declarant with notice and reasonable opportunity to cure any claim by the Association or Owner arising out of or in any way relating to alleged defects by Declarant in developing the Property or in the workmanship and/or materials used by Declarant in the construction of a Dwelling Unit. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, shall be settled by mediation. If within thirty (30) days after service by the Association and/or Owner upon Declarant of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration. Judgment on the arbitration award rendered by the arbitrators may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

SECTION 15
FORUM SELECTION; WAIVER OF JURY TRIAL

The Association and/or any Owner shall be entitled to bring a lawsuit against Declarant for any claim not within the scope of Section 14. However, any such lawsuit brought by the Association and/or any Owner against Declarant shall be filed in either a state or federal court situated in Kentucky and the Association and/or any Owner by acceptance of delivery of a deed to a Unit expressly consent to the jurisdiction and venue of such court.

In addition to the foregoing, the Association and each Owner by acceptance of delivery of a deed to a Dwelling Unit, hereby waive the right to a trial by jury and acknowledge that all issues raised in any lawsuit filed pursuant to this Section 15 shall be decided by the judge presiding over the lawsuit.

Notwithstanding anything herein to the contrary, the remedies that may be awarded to the Association and/or any Owner in any lawsuit filed pursuant to this Section are subject to and limited by the terms and conditions of the "Limited Warranty" section of the "_____ Homeowner's Guide".

SECTION 16
DURATION, AMENDMENT AND TERMINATION

16.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded in the _____ Office. Thereafter the Restrictions shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section 16.

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

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

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

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making changes; clarifying Declarant's original intent; making changes Declarant deems necessary to achieve reasonable marketing goals for the Subdivision; making any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, or other agency which may insure loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such

acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

SECTION 17
MISCELLANEOUS

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

17.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank, signatures to follow]

EXHIBIT A

[REAL ESTATE DESCRIPTION]

SAMPLE

EXHIBIT B

[CODE OF REGULATIONS]

SAMPLE

EXHIBIT C

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.9 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

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

(a) Demand Note:

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

(b) Open-end Note:

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

(c) Closed-end Note:

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

2. Method of Payment:

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

(a) Installment Plan:

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

(b) Lump Sum Payment:

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

(c) Balloon Payment:

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

3. Interest:

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

(a) Fixed:

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

(b) Variable:

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

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

(a) Compound:

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

(b) Simple:

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

4. Limit on Term:

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

5. Waiver of Defenses:

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

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

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

EXHIBIT D

[Site Plan Depicting Location of Landscape and Signage Easement]

1330241.1

SAMPLE

--	--

PRELIMINARY PLAN STORMWATER MANAGEMENT SUMMARY

Date: November 7, 2018
Project: Heron Manor
Re: Preliminary Plan Stormwater Management Summary

Summary:

The proposed Heron Manor Subdivision is located on the north side of W. Broad Street, west of the Settlement at Pataskala Phase 3, Part 1 & 2 in Pataskala, OH. The project is part of the Original Planned overall residential subdivision site development project.

The soils on site are predominately classified within hydrologic groups "C/D". Natural drainage is tributary to Muddy Fork, tributary to the South Fork Licking River. During the early Phases of the overall planned site development project, a regional stormwater management basin was installed for the designed phase and future phases. Existing design documents have been requested from the City of Pataskala for a further analysis to confirm tributary boundaries along with verifying water quantity control and quality requirements are being met for this project development.

The dominant land use for the proposed development will be residential housing. Other land uses will include open space. Gravity storm sewers will collect and convey runoff from frequent storm events to the existing stormwater facility, while overland flood routing will direct runoff from larger storms into the retention area. To achieve safe roadway grades and promote surface drainage to the post-construction stormwater features, mass grading operations will be completed.

Conclusion:

The proposed development provides surface and subsurface stormwater conveyances to carry runoff safely through the proposed development into an existing stormwater management facility. The existing facility will be further analyzed once record plans and reports/calculations are obtained, to confirm that the facility provides peak flow rate control and extended drawdown of captured stormwater to comply with the City of Pataskala and Ohio EPA stormwater management regulations.

Know All By These Presents

That J. Gilbert Reese and Louella H. Reese, Husband and Wife, and John D. Lewis and Phoebe R. Lewis, Husband and Wife, for valuable consideration paid, do Remise, Release and Forever Quit-Claim to P & G Pataskala, Ltd., an Ohio Limited Liability Company the following real property:

Situated in the State of Ohio, County of Licking and Township of Lima:

Being part of the 4th Quarter of the 1st Township, 15th Range, U.S. Military Lands, being part of the William Hollar and Eva L. Hollar tracts as described in two deeds of record in Deed Book 456, pages 505 and 507, in the Licking County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the southeasterly corner of the said William Hollar and Eva L. Hollar tract of land, the southwesterly corner of the Nellie S. Gilchrist tract of land as described in Deed Book 478, page 566, Licking County Recorder's Office, said point being also in the centerline of State Route 16; thence S. 78 degrees 09' W. and with the said centerline of State Route 16, the southerly line of the said Hollar tract, a distance of 299.47 feet to a point (PK nail); thence N. 11 degrees 51' W. leaving the centerline of said State Route 16, a distance of 208.71 feet to an iron pin; thence S. 78 degrees 09' W. a distance of 208.71 feet to a spike in the centerline of said State Route 16, the southerly line of the said Hollar tract; thence S. 78 degrees 09' W. with the centerline of said State Route 16, the southerly line of the said Hollar tract, a distance of 2592.10 feet to an angle point in the centerline of said State Route 16; thence S. 78 degrees 04'30" W. continuing with the centerline of said State Route 16, the southerly line of the said Hollar tract of land, a distance of 215.67 feet to a point (PK nail) in the southwesterly corner of said William Hollar and Eva L. Hollar tract of land; thence N. 4 degrees 04'30" E. with the westerly line of the said Hollar tract, a distance of 3347.82 feet to an iron pin in the northwesterly corner of said Hollar tract; thence S. 86 degrees 24'15" E. with the northerly line of the said Hollar tract of land, a distance of 2180.05 feet to an iron pin in the northeasterly corner of said Hollar tract, the northwesterly corner of said Nellie S. Gilchrist tract of land, passing an iron pin at 907.49 feet on the northerly line of said Hollar tract; thence S. 18 degrees 55'45" E. with the easterly line of the said Hollar tract, the westerly line of said Gilchrist tract, a distance of 1309.89 feet to an iron pin in an angle point in the said easterly line of the Hollar tract; thence S. 17 degrees 35'45" E. continuing with the easterly line of said Hollar tract, a distance of 1345.00 feet to the place of beginning and containing 183.658 acres of land, more or less.

EXCEPTING THEREFROM the following described real estate:

Situated in the State of Ohio, County of Licking and Village of Pataskala:

Beginning at a point in the centerline of State Route No. 16, said point being South 78 degrees 09'00" West 198.87 feet from the southwest corner of the James M. Kennedy property, (Deed References: Deed Book 665, Page 501 and Deed Book 810, Page 481 of the Licking County Deed Records); thence, continuing along the said centerline of State Route No. 16, South 78 degrees 09'00" W., 150.00 feet to a point; thence, leaving the said centerline of State Route No. 16, North 11 degrees 51'00" West, passing an iron pin set in the northerly right-of-way line of State Route No. 16 at 41.51 feet, a total distance of 215.19 feet to an iron pin set; thence, North 78 degrees 09'00" East, 150.00 feet to an iron pin set; thence, South 11 degrees 51'00" East, passing an iron pin set in the northerly right-of-way line of State Route No. 16 at a distance of 170.00 feet, a total distance of 215.19 feet to the point of beginning. Containing 0.74 acres of land, more or less, of which the present road occupies 0.15 of an acre.

Being the same premises conveyed to Grantor(s) by documents recorded in Deed Volume 769 at page 765 and Official Record Volume 140 at page 383, Licking County Recorder's Office.

IN WITNESS WHEREOF, the grantor who releases all right and expectancy of dower in said premises has executed this instrument this 13th day of December, in the year Nineteen Hundred and Ninety-five.

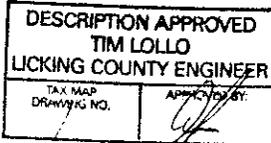
SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Joyce H. McCreary
witness signature (As to 1 and 2)
JOYCE H. MCCREARY
print witness name

J. Gilbert Reese
1. J. Gilbert Reese

Margaret A. Hallam
witness signature (As to 1 and 2)
Margaret A. Hallam
print witness name

Louella H. Reese
2. Louella H. Reese



SEC. 319.202 COMPLIED WITH
GEORGE D. BUCHANAN, AUDITOR
BY GM EDM

TRANSFERRED

THIS INSTRUMENT PREPARED BY

Date January 2 19 96

George D. Buchanan
Licking County Auditor

LAW OFFICES
REESE, PYLE, DRAKE & MEYER
36 NORTH SECOND STREET - P.O. BOX 919
NEWARK, OHIO 43058-0919

Judith K. Hestoff
witness signature (As to 3 and 4)
Judith K. Hestoff
print witness name
Nicole Gardner
witness signature (As to 3 and 4)
NICOLE GARDNER
print witness name

John D. Lewis 645
3. John D. Lewis
Phoebe R. Lewis
4. Phoebe R. Lewis

STATE OF OHIO, COUNTY OF LICKING: SS:

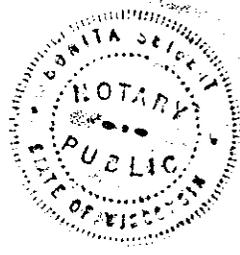
The foregoing instrument was acknowledged before me this 13th day of December, 1995, by J. Gilbert Reese and Louella H. Reese.



Joyce H. McCreary
Notary Public
JOYCE H. McCREARY
Notary Public, State of Ohio
My Commission Exp. 9-27-97

STATE OF Wisconsin, COUNTY OF Milwaukee: SS:

The foregoing instrument was acknowledged before me this 15 day of December, 1995, by John D. Lewis and Phoebe R. Lewis.



Bonita Siebert
Notary Public

RECEIVED FOR RECORD
AND RECORDED
at 3:08 o'clock PM
on Dec 19 1995
In Official Record
Vol 714 Page 644
Licking County, Ohio
Recorder Fee 4.00
Kobay & Solic

53373

Dennis & Carol McGowan
7660 Hollow Road
Pataskala, Ohio 43062

Craig Maynard
2158 Montana Pine Dr.
Henderson, NV 89052

P&G Pataskala LTD
Gilbert J. Reese
P.O. Box 919
Newark, Ohio 43055

84 Properties LLC
1019 Route 519
Eighty Four, PA 15330

Sue Ann Dillard
256 Carryback Dr.
Pataskala, Ohio 43062

Grand Communities LTD
3940 Olympic BLVD
STE 100
Erlanger, KY 41018

Charlie & Kelly Davis
343 Isaac Tharp St.
Pataskala, Ohio 43062

John & Teralyn Ellis
335 Isaac Tharp St.
Pataskala, Ohio 43062

Settlement at Pataskala
Homeowners Association Inc.
Omni Community Association Mngrs
P.O. Box 395
Grove City, Ohio 43123

Tobias Houpe
391 Alonzo Palmer St.
Pataskala, Ohio 43062

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

Crossman Communities of Ohio LLC
929 Eastwind Dr.
Westerville, Ohio 43081

Fischer Homes Columbus II LLC
3940 Olympic BLVD
Suite 100
Erlanger, KY 41018

Patricia Monk
395 Alonzo Palmer St.
Pataskala, Ohio 43062

David & Trew Pace
377 Enos Loomis St.
Pataskala, Ohio 43062

Roderick & Brandy Davis
376 Enos Loomis St.
Pataskala, Ohio 43062

Kelly & Nicholas Tulloch
372 Enos Loomis St.
Pataskala, Ohio 43062

Timothy & Stephanie Hemmer
375 Enos Loomis St.
Pataskala, Ohio 43062

Cynthia & Harry Cramer
373 Enos Loomis St.
Pataskala, Ohio 43062

Charles Spicer
371 Enos Loomis St.
Pataskala, Ohio 43062

Joel & Nichole Blandford
367 Enos Loomis St.
Pataskala, Ohio 43062

Daniel & Lisa Freeman
368 Enos Loomis St.
Pataskala, Ohio 43062

Zachery & Alexander Boring
364 Ephraim Munsell Ct.
Pataskala, Ohio 43062

Cody & Keele Harp
352 Enos Loomis St.
Pataskala, Ohio 43062

Stanley & Jodell Manos
348 Enos Loomis St.
Pataskala, Ohio 43062

William & Ada Dixon
344 Enos Loomis St.
Pataskala, Ohio 43062

Vickie Zeune
339 Enos Loomis St.
Pataskala, Ohio 43062

Martin & Gail Teltser
341 Enos Loomis St.
Pataskala, Ohio 43062

Jason & Jennifer Vernon
343 Enos Loomis St.
Pataskala, Ohio 43062

Travis & Alicia Durham
345 Enos Loomis St.
Pataskala, Ohio 43062

Jeremy & Kristin Young
347 Enos Loomis St.
Pataskala, Ohio 43062

Greg & Valorie Winslow
349 Enos Loomis St.
Pataskala, Ohio 43062

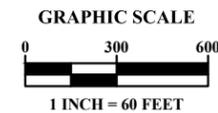
Francisco & Michelle Tapia
351 Enos Loomis St.
Pataskala, Ohio 43062

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

City of Pataskala
621 W Broad St.
Pataskala, Ohio 43062

Thomas J. Evans Foundation
P.O. Box 4217
Newark, Ohio 43058

Z:\18-005-644\DWG\PRODUCTION DRAWINGS\EXHIBIT\PRELIMINARY PLAN AREA MAP.dwg Layout1 Nov 09, 2018 - 7:02:54am jary



CITY OF PATASKALA, LICKING COUNTY, OHIO
**PRELIMINARY PLAN
 AREA MAP
 FOR
 HERON MANOR**

PLAN PREPARED BY:

**ADVANCED
 CIVIL DESIGN**
 ENGINEERS SURVEYORS

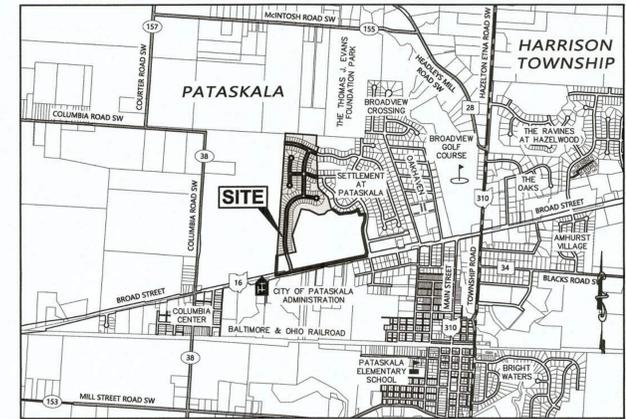
422 Beecher Road
 Gahanna, Ohio 43230
 ph 614.428.7700
 fax 614.428.7755

SCALE: 1" = 600'
 DATE: NOVEMBER 9, 2018

SHEET 1 / 1

PRELIMINARY PLAN FOR HERON MANOR

CITY OF PATASKALA, LICKING COUNTY, OHIO PART OF 4TH QUARTER, TOWNSHIP 1N, RANGE 15W UNITED STATES MILITARY LANDS 2018



VICINITY MAP
SCALE: 1"=2,000'

SHEET INDEX

TITLE SHEET 1
SITE & UTILITY PLAN 2-4

APPLICANT

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KENTUCKY 41018
PHONE: 659-578-7705
FAX: 659-724-6989
AMANDA WEBB
AWEBB@FISCHERHOMES.COM

ENGINEER

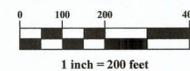
ADVANCED CIVIL DESIGN, INC.
422 BEECHER ROAD
GAHANNA, OHIO 43230
PHONE: 614-428-7750
FAX: 614-428-7755
DAVID DENNISTON, P.E.
DDENNISTON@ADVANCEDCIVILDESIGN.COM

OWNERS

P&G PATASKALA LTD
200 WEST BROAD STREET
PATASKALA, OHIO 43062

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KENTUCKY 41018

GRAPHIC SCALE



**OHIO
Utilities Protection
SERVICE**
Call Before You Dig
800-362-2764 or 811
www.oups.org

FLOODPLAIN

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

OWNERSHIP INFORMATION

- | | |
|---|---|
| A EIGHTY FOUR LUMBER CO
PN: 063-307032-01.003 | I STEWART HOLDINGS LLC
PN: 064-308058-00.000 |
| B 84 PROPERTIES LLC
PN: 063-307032-00.000 | J STEWART HOLDING LLC
PN: 064-308052-00.000 |
| C DILLARD SUE ANN
PN: 063-307020-00.000 | K LICKING COUNTY FAMILY YMCA
PN: 064-308136-00.000 |
| D DILLARD SUE ANN
PN: 063-307028-00.000 | L BAIRD JUDITH YVONNE
PN: 064-307698-00.000 |
| E UNITED TELEPHONE OF OHIO
PN: 063-312312-01.000 | M BAIRD JUDITH Y
PN: 064-308328-00.000 |
| F CKN PROPERTIES LLC
PN: 063-307008-00.000 | N YOUNG JERRY A
PN: 064-307956-00.000 |
| G NESS DAVID C & RUTH M
TRUSTEES ET AL
PN: 063-307014-00.000 | O ALLEN TERRY & HUMMEL THOMAS
PN: 064-309510-00.002 |
| H PARKINSON PAMELA SUE
PN: 064-311034-00.000 | P THOMAS SHAWN M
PN: 064-309510-00.000 |

UTILITY CONTACTS

- | | |
|---|---|
| ELECTRIC AMERICAN ELECTRIC POWER COMPANY
850 TECH CENTER DRIVE
GAHANNA, OHIO 43230-6605
ATTN: GARY HAYS
(614) 883-6803 | PHONE/CATV CHARTER COMMUNICATIONS
P.O. BOX 2553
COLUMBUS, OHIO 43216
ATTN: KEVIN RICH
(614) 481-5263 |
| GAS THE ENERGY COOPERATIVE
120 O'NEIL DRIVE
HEBRON, OHIO 43025
ATTN: SEAMUS MULLIGAN
(800) 255-6815 | CENTURYLINK 441 WEST BROAD STREET
PATASKALA, OHIO 43062
ATTN: DEE REED
(740) 927-8282 |
| COLUMBIA GAS OF OHIO 1600 DUBLIN ROAD
COLUMBUS, OHIO 43215
ATTN: NICK SCHLARBE
(614) 633-8219 | WATER MAINS & SANITARY SEWERS THE CITY OF PATASKALA
UTILITY DEPARTMENT
621 WEST BROAD STREET,
SUITE 10
PATASKALA, OHIO 43062
ATTN: ALAN W. HAINES
(740) 927-0145 |

SIGNATURES

Michael Kady
APPLICANT, GRAND COMMUNITIES, LLC

11-8-18
DATE



David D. Denniston
DAVID D. DENNISTON, REGISTERED ENGINEER 51816

11/8/18
DATE

CHAIRMAN OF PLANNING AND ZONING COMMISSION

DATE

Date: 11/09/2018
Scale: AS NOTED

Drawn By: JRS
Checked By: DDD

Project Number:
18-0005-644

Drawing Number:
1 / 4

Z: 18-0005-644-DWG PRODUCTION DRAWINGS PRE DEVELOPMENT PLAN Title Sheet.dwg Layout1 Nov 08, 2018 12:38:56pm jburj

MCGOWAN DENNIS C &
CAROL SUE TRUSTEES
PN: 063-141726-00.000
ZONED AG

MAYNARD CRAIG W
PN: 063-141186-00.001
ZONED AG

THOMAS J EVANS FOUNDATION
PN: 063-140136-00.000
ZONED AG

TRI H FARMS, LLC
PN: 063-140778-00.000
ZONED AG

P&G PATASKALA LTD
PN: 064-307698-00.000
ZONED GB

P&G PATASKALA LTD
PN: 064-311112-00.002
ZONED GB

AREA TO BE REZONED FROM
GENERAL BUSINESS DISTRICT
(GB) TO HIGH DENSITY
RESIDENTIAL DISTRICT (R-10)
4.85 ACRES

INDEX MAP
SCALE: 1"=200'

PLAN PREPARED BY:
422 Beecher Road
Gahanna, Ohio 43230
PH: 614.428.7750
FAX: 614.428.7755
ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

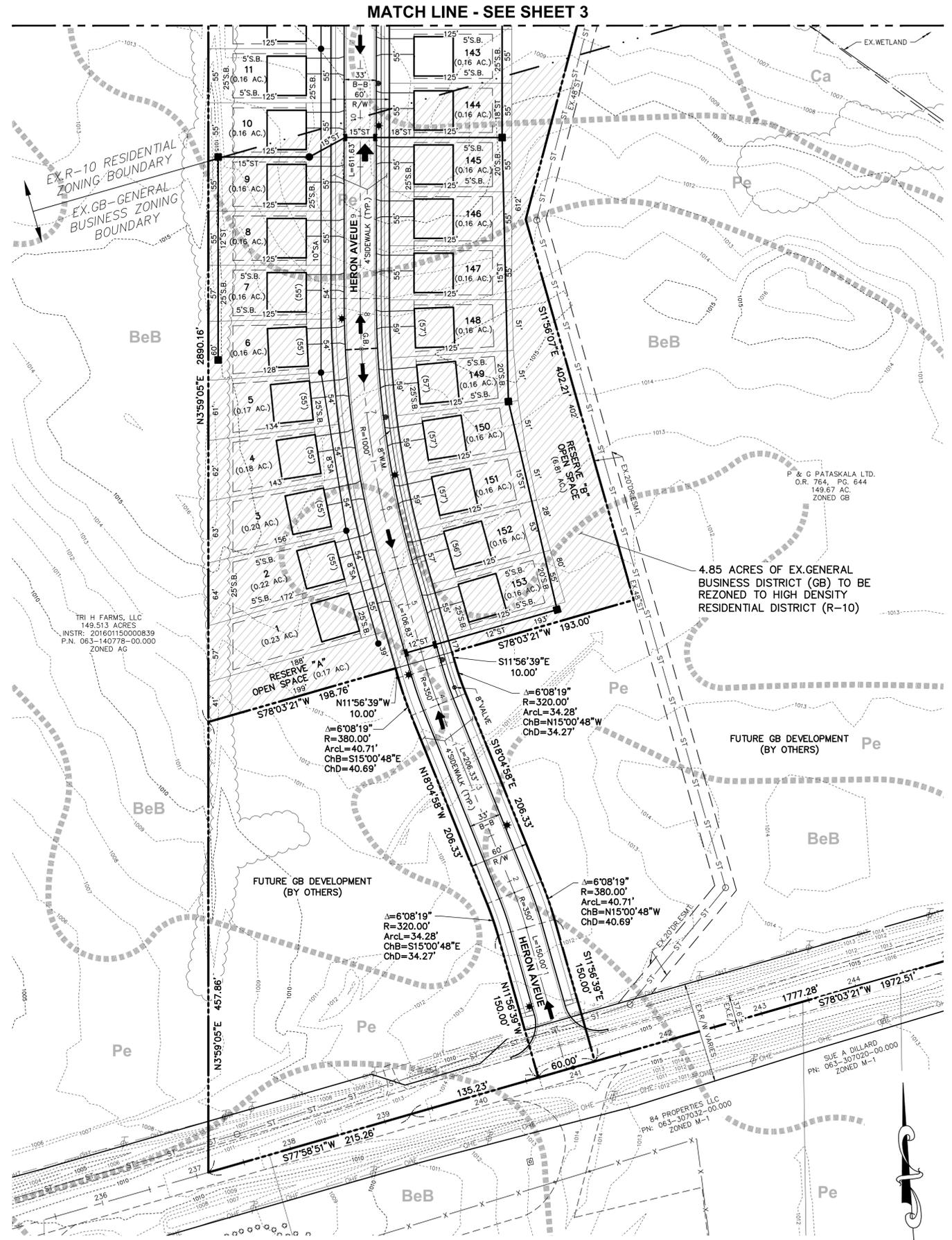
PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO
PRELIMINARY PLAN
FOR
HERON MANOR

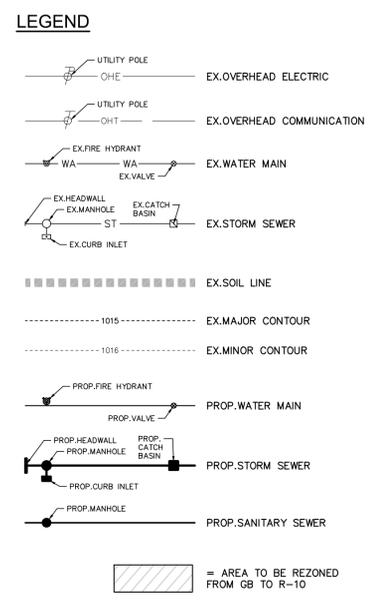
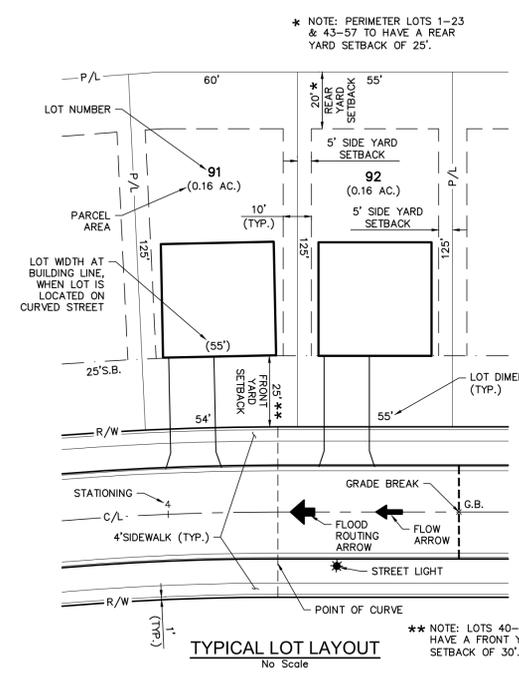
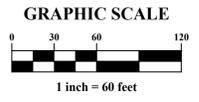
TITLE SHEET

No.	Revision	Date	Approved

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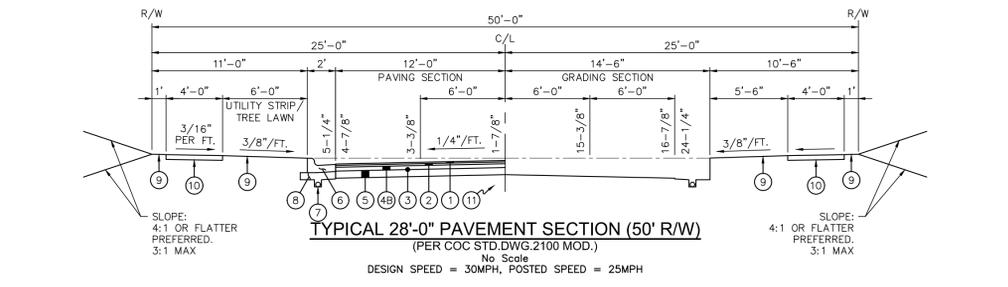
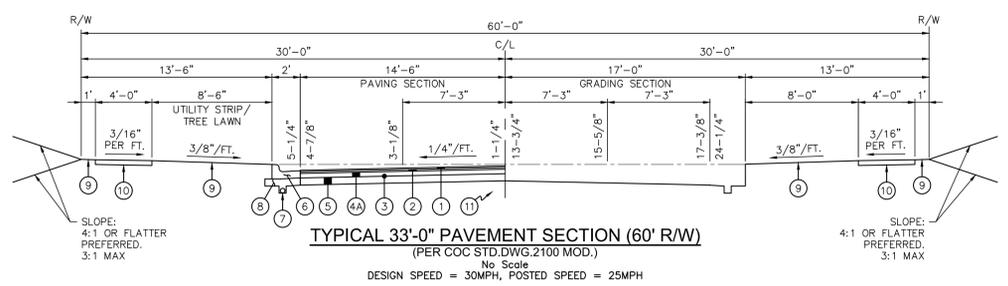


THE PROPOSED HOUSE LOCATIONS SHALL BE CONSTRUCTED IN THE AREAS OF THE LOTS EXCLUSIVE OF THE SIDE, FRONT AND REAR SETBACKS. (FOOTPRINTS AS SHOWN ARE ILLUSTRATIVE AND WILL CHANGE WITH FINAL HOME SELECTIONS)



MAP UNIT LEGEND	
MAP UNIT SYMBOL	SOIL NAME / HYDROLOGIC RATING
BeA	BENNINGTON SILT LOAM, 0 TO 2 PERCENT SLOPES
BeB	BENNINGTON SILT LOAM, 2 TO 6 PERCENT SLOPES
BfA	BENNINGTON-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES
Ca	CARLISLE MUCK
CentB1	CENTERBURG SILT LOAM, 2 TO 6 PERCENT SLOPES
CrB1	CARDINGTON SILT LOAM, 2 TO 6 PERCENT SLOPES
CrB2	CARDINGTON SILT LOAM, 6 TO 12 PERCENT SLOPES, ERODED
Lu	LURAY SILTY CLAY LOAM
Pe	PEWAMO SILTY CLAY LOAM, LOW CARBONATE TILL, 0 TO 2 PERCENT SLOPES

- NOTES:**
- ALL RESERVES ARE TO BE OWNED AND MAINTAINED BY HERON MANOR HOMEOWNERS ASSOCIATION.
 - WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE CITY OF PATASKALA.
 - WATER AND SANITARY SEWER DEMAND RATES FOR HERON MANOR WILL COMPLY WITH THE CITY OF PATASKALA ENGINEERING STANDARDS FOR SINGLE FAMILY DEVELOPMENTS.
 - SIDEWALKS WILL BE CONSTRUCTED THROUGHOUT THIS SUBDIVISION PER THE CITY STANDARDS. LOCATIONS OF SIDEWALK SHOWN ON THE TYPICAL SECTIONS.
 - BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NSRS2007). SAID BEARINGS WERE DERIVED FROM GPS OBSERVATION.
 - THE UTILITY SIZES AND LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY AND GENERAL IN NATURE. MINOR RELOCATIONS AND/OR CHANGES IN SIZING DURING FINAL ENGINEERING DESIGN ARE TO BE EXPECTED. SUCH CHANGES WILL NOT AFFECT THE SERVICEABILITY OR VIABILITY OF THE PROJECT.
 - UTILITY EASEMENTS TO BE DEFINED DURING FINAL PLATTING.
 - EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT WILL BE PROVIDED WITH EACH PHASE OF CONSTRUCTION PLANS AND WILL COMPLY WITH THE CURRENT STATE OF OHIO REGULATIONS AND CONSIST OF BEST MANAGEMENT PRACTICES AS DEPICTED IN THE ODR RAINWATER AND LAND DEVELOPMENT MANUAL.



- LEGEND:**
- 1-1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 448
 - 1-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 448
 - PRIME COAT, APPLIED AT 0.3 GAL./S.Y., ITEM 408
 - 3-3/4" ASPHALT CONCRETE BASE, ITEM 301
 - 3-1/4" ASPHALT CONCRETE BASE, ITEM 301
 - 6" AGGREGATE BASE, ITEM 304
 - COMBINATION CURB & GUTTER, TYPE STANDARD, PER COC STD. DWG. 2100
 - 4" PIPE UNDERDRAIN, ITEM 605
 - NO. 8 OR NO. 57 AGGREGATE (PRICE TO BE INCLUDED IN THE PRICE BID FOR 4" PIPE UNDERDRAIN.)
 - SEEDING AND MULCHING, ITEM 659.
 - STANDARD SIDEWALK (4" THICK) PER COC STD. DWG. 2300
 - SUBGRADE COMPACTION, ITEM 204

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

PLAN PREPARED BY:
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ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO
PRELIMINARY PLAN FOR HERON MANOR
SITE & UTILITY PLAN

Date	Approved

Revision	Description

No.

Date: 11/09/2018
Scale: AS NOTED

Drawn By: JRS
Checked By: DDD

Project Number:
18-0005-644

Drawing Number:
2 / 4

