

# Preliminary Development Plan and Development Text

Planned Residential District (PRD)

Application: ZON-17-007

## Hunters Crossing City of Pataskala, Ohio

Submitted By:

### **DDC Management, LLC**

Jonathon Bills  
3601 Rigby Rd., Suite 300  
Miamisburg, Ohio 45342  
Phone: 937.401.3885  
Email: [jbills@ddcconstruct.com](mailto:jbills@ddcconstruct.com)

**Date of Submittal:**  
October 5, 2018

Prepared By:



2800 Corporate Exchange Drive  
Suite 160  
Columbus, Ohio 43231

Contact: Jonathon Bills, LEED AP  
ph: 937.401.3885  
em: [jbills@ddcconstruct.com](mailto:jbills@ddcconstruct.com)



720 E. Broad Street  
Columbus, Ohio 43215

Contact: Gary Smith, ASLA|CLARB  
ph: 614.390.6149  
em: [gsmith@g2planning.com](mailto:gsmith@g2planning.com)

**Preliminary Development Plan  
and Development Text**

Planned Residential District (PRD)

Application: ZON-17-007

**Hunters Crossing**

City of Pataskala, Ohio

**Date of Submittal:**

October 5, 2018

**Planning Commission Approval:**

Date: \_\_\_\_\_

**City Council Approval:**

Date: \_\_\_\_\_

**Signatures:**

Applicant:

\_\_\_\_\_

Chair, Planning and Zoning Commission:

\_\_\_\_\_

# Hunters Crossing

## Planned Residential Development Zoning Application

October 5, 2018

### Table of Contents

Application

Introduction

Preliminary Development Plan Text

Adjacent Property Owners List / Map

Property Deed

### Preliminary Development Plan Exhibits

- Exhibit "A"- Regional Context Map
- Exhibits "B"- Existing Conditions
- Exhibit "C"- Zoning Sub-Area Plan
- Exhibits "D"- Preliminary Development Plan
- Exhibit "E"- Environmental Plan
- Exhibit "F"- Open Space / Sidewalk Plan
- Exhibit "G"- Conceptual Illustrative Plan
- Exhibit "H"- Landscape / Buffer Plan
- Exhibits "I"- Landscape Enlargements
- Exhibit "J"- Proposed Utility Plan
- Exhibit "K"- Letter from Southwest Licking School District



# 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: Refugee Road SW, Pataskala, OH 43062	
Parcel Number: 063-141384-00.000	
Zoning: PDD	Acres: 106.3341
Water Supply:	
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking
	<input type="checkbox"/> On Site
Wastewater Treatment:	
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking
	<input type="checkbox"/> On Site

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

Applicant Information		
Name: NVR, Inc.		
Address: 8351 North High Street, Suite 150		
City: Columbus	State: Ohio	Zip: 43235
Phone: (614) 468-7100	Email: JOhlin@nvrinc.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: Suburban Acquisitions II, LLC		
Address: 7825 Jonell Square		
City: New Albany	State: Ohio	Zip: 43054
Phone: (614) 939-9554	Email: Lindabk25@aol.com	

Preliminary Plan Information
Describe the Project:
See enclosed 'Project Introduction'

## Documents to Submit

**Preliminary Plan Application:** Submit 1 copy of the preliminary plan application.

**Preliminary Plan:** Submit 14 copies of a preliminary plan 24 x 36 inches in size and an electronic copy (CD,USB) 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](http://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](http://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

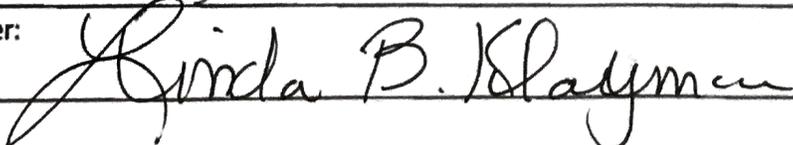
Applicant:



Date:

6/30/17

Owner:



Date:

6/30/17



# CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

## REZONING APPLICATION

(Pataskala Codified Ordinances Chapter 1217)

Property Information			Staff Use
Address: Refugee Road SW, Pataskala, OH 43062			Application Number:
Parcel Number: 063-141384-00.000			Fee:
Current Zoning: R-87	Proposed Zoning: PDD	Acres: 106.3341	Filing Date:
Water Supply:			Hearing Date:
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking	<input type="checkbox"/> On Site	Receipt Number:
Wastewater Treatment:			
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking	<input type="checkbox"/> On Site	
Applicant Information			
Name: NVR, Inc.			
Address: 8351 North High Street, Suite 150			
City: Columbus	State: Ohio	Zip: 43235	
Phone: (614) 468-7100	Email: JOhlin@nvrinc.com		
Owner Information			
Name: Suburban Acquisitions II, LLC			
Address: 7825 Jonell Square			
City: New Albany	State: Ohio	Zip: 43054	
Phone: (614) 939-9554	Email: Lindabk25@aol.com		
Rezoning Information			
Request (Include Section of Code):			
See enclosed 'Project Introduction'			
Describe the Project (Include Current Use and Proposed Use):			
See enclosed 'Project Introduction'			

Documents
<input type="checkbox"/> Application
<input type="checkbox"/> Fee
<input type="checkbox"/> Narrative
<input type="checkbox"/> Site Plan
<input type="checkbox"/> Deed
<input type="checkbox"/> Address List
<input type="checkbox"/> Area Map

## Documents to Submit

**Rezoning Application:** Submit one (1) copy of the rezoning application.

**Narrative Statement:** Submit one (1) copy of a narrative statement explaining the following:

- The reason the rezoning has been requested.
- The specific reasons why the rezoning is appropriate as it pertains to Section 1217.04 of the Pataskala Code:
  1. *Will be harmonious with and in accordance with the general objectives or with any specific objective of the Comprehensive Plan and/or this Code.*
  2. *Will be designed, constructed, operated, and maintained so as to be harmonious in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.*
  3. *Will not be hazardous or disturbing to existing or future uses.*
  4. *Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.*
  5. *Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.*
  6. *Will not involve uses, activities, processes, materials, equipment and conditions of operations that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, odor, air or water pollution, or potential for explosion.*
  7. *Will have vehicular approaches to the property which shall be so designed as to not create an interference with traffic on surrounding public thoroughfares.*
  8. *Will not result in destruction, loss, or damage of a natural, scenic, or historic feature of major importance.*

**Site Plan:** Submit one (1) copy of a site plan to scale of the subject property indicating the following:

- All property lines and dimensions
- Location and dimensions of all existing and proposed buildings and structures.
- Location and dimensions of all existing buildings and structures on adjacent properties within 500 feet.
- Setbacks from property lines for all existing and proposed buildings, structures and additions
- Easements and rights-of-way
- Existing and proposed driveways
- Floodplain areas
- Location of existing wells and septic/aerator systems.
- Number and dimensions of existing and proposed parking areas
- Existing and proposed refuse and service areas
- Existing and proposed landscaping features
- Any other information deemed necessary for the rezoning request

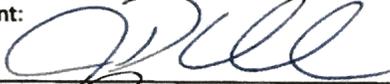
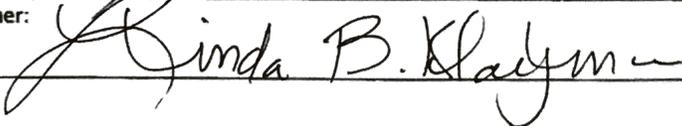
**Deed:** Provide a copy of the deed for the property with any deed restrictions. Deeds can be obtained at [www.lcounty.com/rec](http://www.lcounty.com/rec).

**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 one (1) copy 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](http://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 rezoning request.

Applicant: 	Date: 6/30/17
Owner: 	Date: 4/30/17



## Preliminary Development Plan – Project Introduction Planned Residential Development

### **Applicant Request:**

The applicant requests approval to re-zone the ±106.33 acre property from its current classification of R-87 (Section 1229) to Planned Residential Development (PRD, Section 1255) under the procedures established in Section 1217 and 1255 of the City of Pataskala Zoning Code.

### **Project Description:**

The ‘Hunters Crossing’ development is intended to be a mixed residential development which will feature two distinct residential options intended to meet the different lifestyle needs of both traditional families, and empty nester couples in the City of Pataskala. The community will feature both ranch style homes within a fully maintained and manicured environment, and traditional single-family homes, all within close proximity to growing employment centers. As designed, the community will provide for the housing needs of growing families, and will allow opportunities for ageing parents to live closer to their families within a maintenance free environment. With the land directly to the east being identified for Office use under the City of Pataskala’s Master Land Use Plan, this community will provide for a reasonable transition between existing and proposed land uses, and will help the City of Pataskala accommodate a growing workforce and the changing needs of the Pataskala population.

The design of the community provides a unified approach to development that fits the site, minimizes infrastructure costs, and helps preserve the natural features of the site. It incorporates the concept of clustering smaller lots, with reduced setbacks, designed and arranged to utilize the open areas of the site, in order to protect and preserve the sites most sensitive natural features.

The community will feature ±39.28 acres of open space which will be used to provide both active space for the enjoyment of the residents as well as to preserve and incorporate the sites natural features into preservation zones as an amenity to the development. Neighborhood parks are designed to incorporate features most reflective of the lifestyles of the residents in each sub-area. The community will feature sidewalks throughout the development as well as street trees, retention ponds with fountains, and a walking trail.

The Refugee Road frontage will incorporate a landscape buffer in areas adjacent to future homes, and each entry will feature a unique entry sign and landscaping designed to give each entry its own presence but with similar design elements. Architecture will be of high quality design and materials.

If approved, the ‘Hunters Crossing’ development will provide the City of Pataskala with a community of unique design, incorporating the preservation of large natural areas, that will provide for the needs of a growing and diverse population.



## Preliminary Development Plan Text Planned Residential Development

*The following Development Text identifies the minimum requirements to be established for the “Hunters Crossing” Planned Residential Development. The development text includes the original text from Section 1255.17(a)(3) in bold, and the responses to those specific requirements to form the basis for the re-zoning. Where the specific language of this text conflicts with the requirements established elsewhere in the City of Pataskala Zoning Code, the specific language of this text will govern. Where the specific language of this text is silent, the requirements of the City of Pataskala Zoning Code will apply.*

**A. Completed application form and application fee.**

The completed and signed application form is included as a separate document. This submittal is an amendment to application ZON-17-007.

**B. A vicinity map showing the relationship of the proposed Planned District to existing development and including existing; property lines, easements, utilities, and street rights-of-way of the subject property and property within 200 feet of the site, zoning district boundaries, and existing land uses and structures.**

The Site Regional Context Plan, included as Exhibit A, and the Site Survey/Existing Conditions, included as Exhibit B, will provide the information required for the vicinity map.

**C. A regional context map; indicating the proposed site and all areas within 2,000 feet in all directions; showing the basics of the proposed layout of the proposed project and property lines of the adjacent areas on a drawing of 11 inches X 17 inches in size.**

The Site Regional Context Map is included as Exhibit A.

**D. A legal description of the property including County Auditor parcel numbers.**

The Site Survey/Existing Conditions is included as Exhibit B. The legal description is included with the signed application (ZON-17-007).

**E. A map of existing conditions and features drawn to scale, with accurate boundaries of the entire project and north arrow, including:**

- 1. Boundaries of the area proposed for development, dimensions and total acreage;**
- 2. Existing public rights-of-way, buildings, permanent facilities, access points and easements on, and adjacent to the site;**
- 3. Identification of any existing buildings or structures to be removed or demolished;**
- 4. Existing zoning district boundaries and jurisdictional boundaries;**
- 5. Existing utility systems and providers;**
- 6. The location of existing topography showing contour lines at vertical intervals of not more than 5 feet, highlighting ridges, rock outcroppings and other significant**



- topographical features and identifying any areas with slopes over 5%;
7. **Locations of all wooded areas, tree lines, hedgerows, and a description of significant existing vegetation by type of species, health and quality.**
  8. **Existing drainage patterns on the property including connections with farm tiles on adjacent properties,**
  9. **Locations of wetlands and potential wetlands, the 100 year floodplain, floodway boundary, 20 foot buffer beyond the floodway, and flood elevation as provided by the most recent Federal Emergency Management Agency mapping, including rivers and streams and their related river or stream bank, pond, and water courses,**

The information requested above will be found on Site Survey/Existing Conditions, included as Exhibits B.

- F. The Preliminary Development Plan map shall include a plan for the entire area of the proposed Planned District Project and shall be drawn to an appropriate scale with accurate boundaries of the entire project including a north arrow. The applicant shall also provide 13 copies or the number determined necessary by the Director of Planning. The Preliminary Development Plan portion of the application shall include:**

1. **The proposed location, use and size of sub-areas of residential, retail, office, industrial uses, community facilities, parks, playgrounds, school sites and other public areas and open spaces with the suggested ownership and maintenance provisions of such areas, and their related parking areas and access points.**

The Zoning Sub-Area Plan is included as Exhibit C. Sub-Area 'A' will consist of traditional Single-Family homes, and Sub-Area 'B' will consist of ranch style homes designed and marketed toward empty-nesters.

2. **The general layout of the proposed internal road system, indicating the proposed vehicular right of way of all proposed public streets, general indication of private streets and pedestrian circulation, bike paths and other trail systems, access drive locations, improvements to existing streets, and traffic control requirements.**

The Preliminary Development Plan depicts the various transportation choices on the included Exhibits D and the proposed pedestrian circulation is shown on Exhibit F - Open Space / Sidewalk Plan.

3. **Any proposed off-site improvements and/or utility lines/extensions needed to serve the site;**

The Proposed Utility Plan shows the utility layout for off-site and within the development on included Exhibit J.



**4. Environmental plan showing natural features and preservation zones**

The site is partially wooded, with several wetland areas located within the wooded areas. A wetland site assessment was performed to identify wetlands and potential wetlands which are shown on the existing conditions plan (Exhibit B). As shown on the Preliminary Development Plan (Exhibit D) the layout of the proposed development areas has been designed to preserve a majority of the sites natural features and minimize wetland impacts. Wetland impacts will be mitigated per Ohio Environmental Protection Agency and US Army Corp Guidelines after an official determination has been completed and total impacts are known. The total area being preserved from development as permanent open space is 39.28 Acres, and is shown on the plans included herein as Exhibits D and Exhibit F.

**5. Natural areas and other natural, historic or significant features to be conserved and any required buffer areas;**

The layout of the site is designed to preserve a majority of the sites natural features including the existing tree stands, existing wetlands, and many of the existing tree rows. These features are all being preserved as part of the sites permanent open spaces. A majority of the sites existing trees are being preserved from development as part of two large Wooded Preserves. There are no significant historic or cultural features located on the site.

**6. Natural features to be altered or impacted by the development and areas where new landscaping will be installed, etc.**

A small portion of the existing trees will be impacted by the layout of the site. In addition, a few of the sites existing tree rows will be impacted by the layout of the proposed homes as well. To mitigate the impact to these trees, the developer will provide a significant number of new trees on the site. Street trees will be included along each side of the street, located a maximum of 50' on center, between the street and sidewalk, to create shade for the street and a more pedestrian friendly environment. In addition, new trees will also be provided in each of the parks, in the retention areas, and in the landscape buffers along Refugee Road as indicated on the landscape plan Exhibits H & I. In total, approximately 439 new shade trees, 75 new evergreen trees, and 81 new ornamental trees will be planted to offset any existing trees to be removed.

**7. A summary table showing total acres of the proposed development; the number of acres devoted to each type of land use, including streets and common areas; the number of dwelling units by type and density for each residential use area and the building height(s) and square footage as proposed for retail, office, industrial and institutional uses, by use area; and the number of parking spaces provided for each use area; Estimated total population, size, employment or other measurements of the scale of the project at each phase and at buildout;**



The summary tables are presented on the Preliminary Development Plan included as Exhibits D.

**8. The provision of water, sanitary sewer;**

The provisions for water and sanitary sewer are shown on the Proposed Utility Plan included as Exhibit J.

**9. The schedule of site development, construction of structures and associated facilities. Such schedule shall include the proposed use or reuse of existing features such as topography, streets, easements and natural areas;**

The estimated schedule for site development is expected to start (subject to plan approvals) in the Summer of 2019 for Subareas A and B, and building construction third to fourth quarter of 2019.

**10. Proposed buffers between incompatible land uses and activities;**

The proposed buffers and landscape screening are shown on the Landscape and Buffer Plan included as Exhibit H and the Landscape Enlargements Plan included as Exhibit I.

**11. Included with the site plan shall be the proposed location and proposed character of all signs for the entire development (sign master plans are encouraged);**

The Preliminary Signage Locations are included on the Preliminary Development Plan Exhibits D and on the Landscape Plans Exhibits H & I. The project sign for the eastern most entry will be a monument type sign as shown on Exhibits I, and the project sign for the western entry will be a “yard-arm” type sign as shown on Exhibits I. Both signs will be constructed of durable natural materials such as stone and wood timbers and shall be illuminated in accordance with Section 1259.09 (8) of the City of Pataskala Zoning Code. Each sign location will be permitted a sign panel of 32 square feet or less. The height of the sign panel at either entry shall not exceed 8 feet, however the signage support structure shall be permitted to exceed that amount. Signs and sign columns will be set back a minimum of 10 feet from the right of way of Refugee Road and shall be set back a minimum of 1 foot from the right of way of each new entry drive to help define a sense of entry. In no case shall the location of any sign be permitted to interfere with the safe viewing distance of vehicles entering or exiting the subdivision.

**12. A letter of communication from the appropriate school district regarding any residential development included in the Planned Development District;**

The letter of communication from the Licking Heights School District is included as Exhibit K, from the original submittal. On August 16<sup>th</sup>, 2018 at 10 a.m., representative legal council met with school district and provided an update to the design and status of the development.



13. **Space for signatures of the applicant and the Chair of the Planning and Zoning Commission, and for the dates of Planning and Zoning Commission and City Council approvals;**

The signatures for the applicant, Chair of the Planning and Zoning Commission and the City Council are Included on the inside cover of this submittal document.

- G. **Development Standards Text; a development standards text document including the special requirements that will govern the design and layout of the proposed Planned District, including:**

1. **Architectural guidelines for each subarea, or phase; Architectural drawings demonstrating the prototypical design of the proposed buildings, to demonstrate the exterior design, character and general elements in sufficient detail to indicate the proposed visual character of the development.**

The architectural guidelines are as follows:

#### **OVERALL SITE DEVELOPMENT**

##### **Land Use**

The 'Hunters Crossing' Planned Residential Development is designed to provide a mix of residential living opportunities that will support the changing lifestyle needs of today's buyers. The site will be designed in two different sub-areas as described below with Sub-Area 'A' designed to accommodate the single-family buyer looking for a well-designed and walkable community, and Sub-Area 'B' designed to attract empty-nester adults looking to live in a ranch home community with mowing and snow removal included.

##### **Density**

The 'Hunters Crossing' Planned Residential Development shall include a maximum of 223 dwelling units, or a total gross density of 2.10 units / acre. Sub-Area 'A' will be comprised of 79 dwelling units at a gross density of 1.50 units / acre, while Sub-Area 'B' will be comprised of 144 dwelling units and a gross density of 2.69 units / acre. The preliminary development plans submitted with this package and described in the development text below details these items.



## SUBAREA 'A' – SINGLE FAMILY HOMES

### GENERAL AND SITE REQUIREMENTS

#### Permitted Uses

Only single-family residences in ranch, split-level, or two-story configuration, customary single-family accessory structures, parks, and park structures shall be permitted in Subarea 'A'.

#### Permitted Accessory Structures

The following accessory structures shall be approved within Subarea 'A' of The 'Hunters Crossing' PRD:

- Decks and Patios are permitted accessory structures. Above ground Decks shall be permitted to extend a maximum of 10' into the rear yard setback subject to the approval of the HOA. At-grade patios shall be permitted within all side or rear yard setbacks provided that such patios maintain a minimum distance of 3' from any property line.
- Trellises, pergola's, gazebo's or other garden structures are permitted in the rear yard of any lot provided such structures maintain a minimum 5' from any property line and meet the approval of the HOA.
- In-ground swimming pools only provided that such pools meet the approval of the HOA and include all required code / safety improvements.
- Garden Sheds not to exceed a total of 120 square feet in area shall be permitted subject to the approval of the HOA. Such structures shall be permitted in the rear yard only and shall set back a minimum of 5 feet from any side or rear property line.
- Play structures shall be permitted in the rear yards only provided that such structures are assembled from permanent durable materials and are set back a minimum of 5 feet from any side or rear property line.
- Fences shall be permitted in the rear yard only provided such fences meet the approval of the HOA.

#### Lot sizes

The minimum lot size for single-family lots within this sub-area shall be 60' wide x 130' deep. Pie shaped lots, such as those located on an inside curve, or surrounding a cul-de-sac, shall have a minimum of 60' in width at the front yard setback.



## **Setbacks required**

The minimum front, side, and rear yard setbacks for all lots within sub-area 'A' are as follows:

Front Yard Setbacks – 25' from R.O.W.

Side Yard Setbacks - 5' from each side lot line

Rear Yard Setbacks – 25' from the rear lot line

## **Dwelling Size and Distribution**

The minimum sizes for finished areas of single-family dwellings, excluding porches, garages, or basements shall be 1,300 square feet for single story homes and 1,440 for one & one half and two-story homes.

## **Maximum Building Height**

No building shall be erected or enlarged to exceed 35 feet above grade.

Buildings shall consist of either single-story, one & one half and two-story single-family homes.

## **Parking**

Each single-family home shall have a minimum 2-car garage and two additional parking spaces in the driveway.

## **Required Trash Areas**

All trash and garbage shall be picked up in rolling containers to be stored in the garage, or other location, as to effectively screen them from view of the street.

## **ARCHITECTURAL GUIDELINES**

### **Exterior Walls**

#### Acceptable Materials

Wood clapboard siding, wood board and batten siding

Fiber-cement ("Hardiplank" or equal) lap siding or other approved product

Brick, minimal color variation, traditional colors

Natural stone, Owens Corning Cultured Stone, or equal

Stucco

Vinyl siding, minimum .040 inch thickness, acceptable profiles are limited to triple 3", 4.5" and 5" Ship Lap, Dutch Lap, wood shake profiles, and board and batten profiles

#### Prohibited Materials

Wood fiber composites

Aluminum siding



## **Foundations & Piers**

### Acceptable Materials

Poured concrete

Brick

Natural stone, Owens Corning Cultured Stone, or equal

Exposed concrete block if exposed less than 24"

## **Roofs**

### Acceptable Materials

25 year or better asphalt or fiberglass shingles

Standing seam and batten seam metal

### Methods and Configuration

Roof pitch shall be appropriate with style, generally 6:12 to 12:12. Porch and minor gables roofs may be a minimum of 4:12. Multiple roof styles and shapes are discouraged on a single building unless typical of the style (for instance, Victorian). Mansard roofs are not permitted.

## **Fascia, Trim, and Soffit**

### Acceptable Materials

Wood, painted or stained

Prefinished aluminum

Fiber-cement (HardiSoffit, HardiPanel or approved equal) or other approved synthetic product

Vinyl

## **Windows**

### Acceptable Materials

Frame & Sash:

Wood

Clad wood windows

Vinyl

Aluminum

## **Doors**

### Acceptable Materials

Solid wood with glazing and/or panels, painted or stained

Fiberglass with glazing and/or panels, painted

Insulated metal with glazing and/or panels, painted

Aluminum or Vinyl sliding glass for patio doors



**Chimneys, Chases, Roof and Wall Vents**

Acceptable Chimney and Chase Materials

Stucco with cap or coping

Brick

Natural stone, Owens Corning Cultured Stone, or equal

Siding, only with specific approval of the developer

Methods and Configuration

Chimneys and chases on street sides must be compatible with the building architecture. Wall and roof vents shall be finished in a color compatible with the surrounding material. Ridge vents are encouraged.

**Colors**

Exterior colors: The color palette for the proposed buildings shall generally be low chroma colors, primarily in shades of green, brown, blue, white or gray. Muted shades of red may also be used provided they are more earth tone.

**SUBAREA ‘B’ – LIFESTYLE RANCH HOMES**

**GENERAL AND SITE REQUIREMENTS**

**Permitted Uses**

Only detached ranch homes, customary single-family accessory structures, parks, and park structures shall be permitted in Subarea ‘B’.

**Permitted Accessory Structures**

The following accessory structures shall be approved within Subarea ‘B’ of The ‘Hunters Crossing’ PRD:

- Decks and Patios are permitted accessory structures. Above ground Decks shall be permitted to extend a maximum of 10’ into the rear yard setback subject to the approval of the HOA. At-grade patios shall be permitted within all side or rear yard setbacks provided that such patios maintain a minimum distance of 3’ from any property line.
- Trellises, pergola’s, gazebo’s or other garden structures are permitted in the rear yard of any lot provided such structures maintain a minimum 5’ from any property line and meet the approval of the HOA.
- In-ground swimming pools only provided that such pools meet the approval of the HOA and include all required code / safety improvements.



**Lot sizes**

The minimum lot size for single-family lifestyle homes within this sub-area shall be 52’ wide x 130’ deep. Pie shaped lots, such as those located on an inside curve, or surrounding a cul-de-sac, shall have a minimum of 52’ in width at the front yard setback.

**Setbacks required**

The minimum front, side, and rear yard setbacks for all lots within sub-area ‘B’ are as follows:

- Front Yard Setbacks – 25’ from R.O.W.
- Side Yard Setbacks - 5’ from each side lot line
- Rear Yard Setbacks – 25’ from the rear lot line

**Dwelling Size and Distribution**

The minimum sizes for finished areas of single-family Lifestyle Homes, excluding porches, garages, or basements shall be 1,300 square feet or larger.

**Maximum Building Height**

No building shall be erected or enlarged to exceed 24 feet above grade.

**Parking**

Each Lifestyle home shall have a minimum two-car garage, and two additional spaces within the driveway.

**Required Trash Areas**

All trash and garbage shall be picked up in rolling containers to be stored in the garage, or other location, as to effectively screen them from view of the street.

**ARCHITECTURAL GUIDELINES**

**Exterior Walls**

Acceptable Materials

- Wood clapboard siding, wood board and batten siding
- Fiber-cement ("Hardiplank" or equal) lap siding or other approved product
- Brick, minimal color variation, traditional colors
- Natural stone, Owens Corning Cultured Stone, or equal
- Stucco
- Vinyl siding, minimum .040 inch thickness, acceptable profiles are limited to triple 3", 4.5", and 5" shiplap, dutch-lap, wood shake, and board and batten profiles.



## Prohibited Materials

Wood fiber composites  
Aluminum siding

## **Foundations & Piers**

### Acceptable Materials

Poured concrete  
Brick  
Natural stone, Owens Corning Cultured Stone, or equal  
Exposed concrete block if exposed less than 24"

## **Roofs**

### Acceptable Materials

25 year or better asphalt or fiberglass shingles  
Standing seam and batten seam metal

### Methods and Configuration

Roof pitch shall be appropriate with style, generally 6:12 to 12:12. Porch and minor gables roofs may be a minimum of 4:12. Multiple roof styles and shapes are discouraged on a single building unless typical of the style (for instance, Victorian). Mansard roofs are not permitted.

## **Fascia, Trim, and Soffit**

### Acceptable Materials

Wood, painted or stained  
Prefinished aluminum  
Fiber-cement (HardiSoffit, HardiPanel or approved equal) or other approved synthetic product  
Vinyl

## **Windows**

### Acceptable Materials

Frame & Sash:  
Wood  
Clad wood windows  
Vinyl  
Aluminum



**Doors**

Acceptable Materials

Solid wood with glazing and/or panels, painted or stained  
 Fiberglass with glazing and/or panels, painted  
 Insulated metal with glazing and/or panels, painted  
 Aluminum, or Vinyl sliding glass for patio doors

**Chimneys, Chases, Roof and Wall Vents**

Acceptable Chimney and Chase Materials

Stucco with cap or coping  
 Brick  
 Natural stone, Owens Corning Cultured Stone, or equal  
 Siding, only with specific approval of the developer

Methods and Configuration

Chimneys and chases on street sides must be compatible with the building architecture. Wall and roof vents shall be finished in a color compatible with the surrounding material. Ridge vents are encouraged.

**Colors**

Exterior colors: The color palette for the proposed buildings shall generally be low chroma colors, primarily in shades of green, brown, blue, white or gray. Muted shades of red may also be used provided they are more earth tone.

**2. Including signature and date lines for the applicant, certifying the text**

See below for signature certification.

**3. Dimensions and or acreages illustrated on the development plan shall be described in the development standards text.**

Sub-Area ‘A’ - +/- 52.84 acres  
 Sub-Area ‘B’ - +/- 53.49 acres

**4. Any provisions that depart from applicable standards set forth in the City of Pataskala Zoning Code addressing signage, landscaping, appearance and parking will be described and justified.**

- a. Minimum 16 feet between buildings - 1255.08(g)(2) – The intended cluster development needs to reduce the side yards to 10 feet between buildings. This spacing will allow for smaller lot sizes that meet the current demand and lifestyle preferences of the buyers, and will allow a more efficient layout helping to preserve more of the sites natural features. In addition, the text of Section



1255.08(g)(2) indicates that the intent of the 16' minimum separation is to insure sufficient access between buildings for access by emergency vehicles. While the need for emergency vehicle access between structures is important in commercial settings, this need is less important in a compact residential subdivision.

- b. Landscape Requirements for screening – 1283.06 & 1283.07 – A large portion of the perimeter of the site will be surrounded by existing tree stands / tree rows where the installation of buffers would disturb the existing trees and would not provide any increased protection between uses. In locations where these existing tree stands / tree rows do not provide significant buffering, the applicant will provide additional landscaping and/or open space at the perimeter to help soften the view from adjacent properties. It is proposed that the Landscape/Buffer Plan as submitted be the minimum required landscaping for the site.

The developer proposes to install a landscape buffer along the frontage of Refugee Road as indicated on Exhibit H and Exhibit I-1. The buffer indicated for these areas is intended to fully screen the sides and rears of homes from Refugee and is more heavily planted than the L5 buffer required by the city. The only frontage sections where this buffer is not being proposed include the existing wooded area being preserved, within the existing wetlands, and wetlands buffer, in the southeast corner of the site, and in the front of the proposed pond in the southwest corner of the site. The developer respectfully requests this more densely planted buffer in lieu of the required L5 buffer specified in Section 1283.07(C).

- c. Post yard lights for residential uses 1121.15(b) – The Applicant proposes to exchange the post light requirement for street lights alternating sides of the street.
- d. 1283.05 (A) & (D) – Street trees. The developer proposes a street tree spacing of 50 feet on center on both sides of the street as indicated on the development plans / landscape plans included with this application. This spacing will allow for a minimum of 1 street tree per lot and will accommodate driveway spacing and room for growth and development of the trees. In addition, the developer intends to install the street trees within the tree lawn, inside of the right-of-way, in order to improve the pedestrian experience/scale within the development, provide shade for the street and sidewalk, and to help reduce speeds along the residential street.
- e. 1295.09 (b)(8) – Permanent Subdivision Identification Signs. The developer proposes to install a unique entry sign at each of the two locations. The signs shall be of hanging type.



A maximum height of 8 feet to the top of the sign shall be permitted for each sign panel to accommodate the unique design. The supporting structure for the sign shall be permitted to exceed the maximum height of the sign panel provided that no markings or advertisement shall be permitted on the supporting structure.

The total area of the two signs may be up to 60 square feet.

- f. 1295.09 (b)(8) – Setback of Sign. The signs, as shown on the landscape enlargements Exhibits I, shall be set back a minimum of 10 feet from the right-of-way of Refugee Road. To help create a sense of entry for the development, the proposed signs may be set back a minimum of 1 feet from the proposed right-of-way of the new entry drives. The placement of the sign shall not obstruct the clear vision of vehicles entering or existing the subdivision.
- g. 1255.10 (c) – Arrangement of Residential Lots to Abut Upon Common Open Space. The developer is proposing to cluster the single-family and the lifestyle units, in a layout designed to preserve the sites significant tree stands and wetlands. Because these features are concentrated into large block on the site, the ability to distribute open space throughout the site is limited. However, all homes in the development will have access to several open space areas and parks provided within the development for the enjoyment of the residents. These parks will be accessible through the extensive sidewalk network located throughout the development and by multi-use paths on Exhibit D-2 and Exhibit F.
- h. 1117.05 – Street Design Standards for Cul-de-sacs and All Local Streets. The developer is proposing one (1) knuckle/eye-brow connecting Street D and Street E with a centerline radius less than the 150ft minimum required. Other than a small portion of frontage of a single lot, no lots will be located along the bump out of the knuckle. The knuckle will provide an additional on-street parking area for the park not located in front of residential homes.
- i. 1283.03 – Tree Preservation and Replacement. The developer has performed tree replacement calculations (see below).

	8"-15"	> 15"	Dead		
Trees Removed	191	47	102	Total Trees Removed	340
Mitigation if replaced with tree listed in 1283.03-02	382 (2:1)	188 (4:1)	0	Total Replacement Trees	570
Mitigation if replaced with tree <u>NOT</u> listed in 1283.03-02	573 (3:1)	235 (5:1)	0	Total Replacement Trees	808

The developer requests a divergence from the replacement requirements in light of the preservation of the existing trees on site. In addition to those trees being preserved, the developer is planting an additional 604 trees on site to include 448 new shade trees, 81 new flowering ornamental trees, and 75 new evergreen trees. These numbers don't include the number of new trees that will be installed on individual lots from the builder's standard landscape package.



- 5. Provision shall be made to establish a private organization (i.e. homeowners/ or master association) with direct responsibility to provide for the operation and maintenance of all common facilities and amenities that are part of the planned development, and in such instance the legal assurances demonstrating that the private organization is self-perpetuating.**

The Applicant shall provide with the submission of the Final Development Plan a Declaration of Covenants, Conditions, Restrictions and Easements for The Hunters Crossing, sub-areas 'A' and 'B', committing that a Homeowners Association will be formed that requires all lot owners to be members of the Association and to be responsible for the maintenance of properties of the community, including the Open Space of that Subarea. Further, the Declaration shall provide the Association the authority to foreclose on members who do not meet their obligations to fund that maintenance.

The owners of Sub-Areas 'A' and 'B' shall be obligated to maintain to any Open Space identified on the Preliminary Development Plan included as Exhibit 'D'.

#### **6. Traffic Issues**

The proposed development will have 2 entrances off Refugee Road. Today Refugee Road is 2 lanes, and any potential road improvements will be determined through coordination with the Licking County Engineer. A traffic study is provided with this submittal. Coordination with the Licking County Engineer will continue throughout the entire approval process and results of the traffic study shall be discussed.



## 7. Permitted Land Uses

### Sub-Area 'A'

#### Permitted Uses

Only single-family residences in ranch, split-level, or two-story configuration, customary single-family accessory structures, parks, and park structures shall be permitted in Subarea 'A'.

#### Permitted Accessory Structures

The following accessory structures shall be approved within Subarea 'A' of The 'Hunters Crossing' PRD:

- Decks and Patios are permitted accessory structures. Above ground Decks shall be permitted to extend a maximum of 10' into the rear yard setback subject to the approval of the HOA. At-grade patios shall be permitted within all side or rear yard setbacks provided that such patios maintain a minimum distance of 3' from any property line.
- Trellises, pergola's, gazebo's or other garden structures are permitted in the rear yard of any lot provided such structures maintain a minimum 5' from any property line and meet the approval of the HOA.
- In-ground swimming pools only provided that such pools meet the approval of the HOA and include all required code / safety improvements.
- Garden Sheds not to exceed a total of 120 square feet in area shall be permitted subject to the approval of the HOA. Such structures shall be permitted in the rear yard only and shall set back a minimum of 5 feet from any side or rear property line.
- Play structures shall be permitted in the rear yards only provided that such structures are assembled from permanent durable materials and are set back a minimum of 5 feet from any side or rear property line.
- Fences shall be permitted in the rear yard only provided such fences meet the approval of the HOA.



**Sub-Area 'B'**

**Permitted Uses**

Only detached ranch homes, customary accessory structures, parks, and park structures shall be permitted in Subarea 'B'.

**Permitted Accessory Structures**

The following accessory structures shall be approved within Subarea 'B' of The 'Hunters Crossing' PRD:

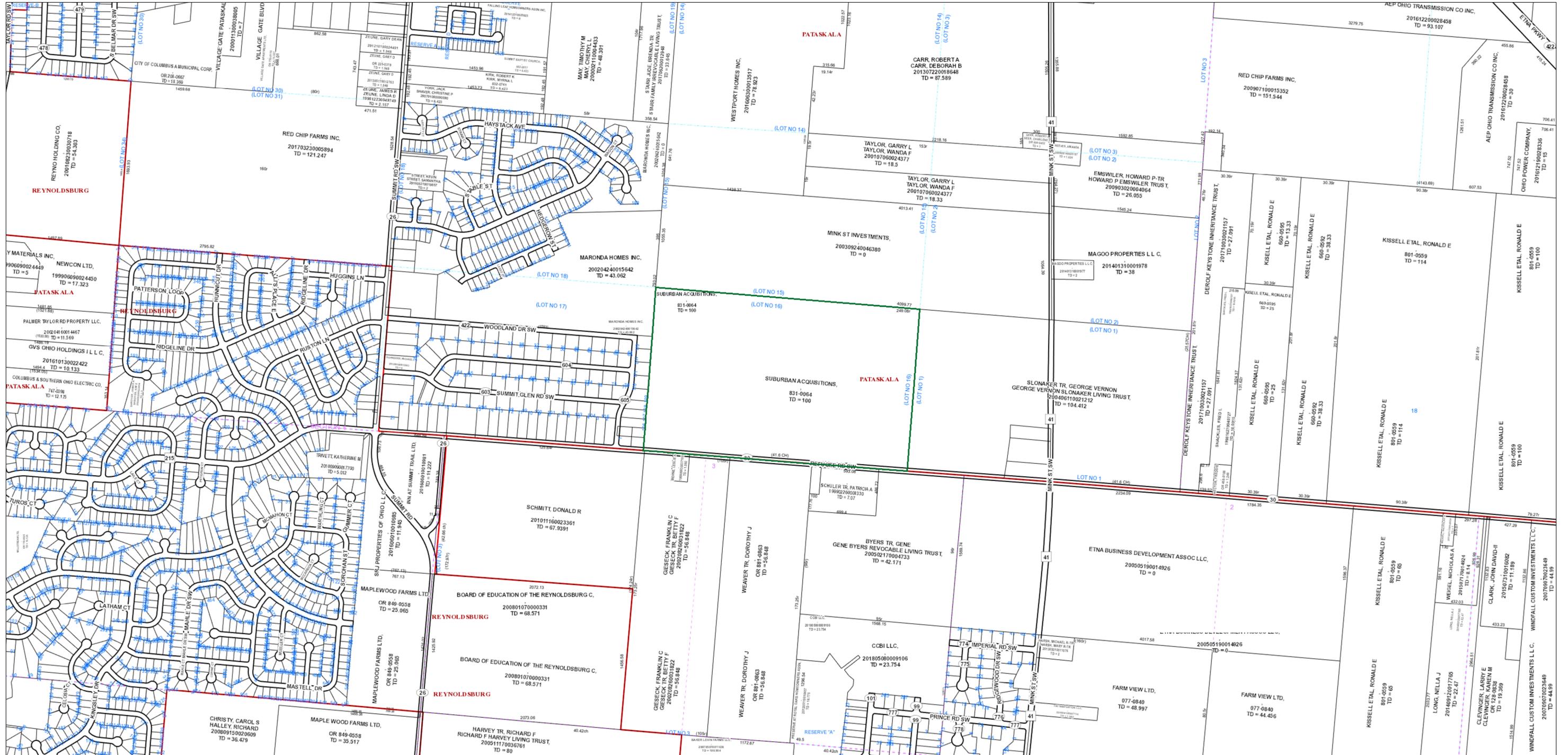
- Decks and Patios are permitted accessory structures. Above ground Decks shall be permitted to extend a maximum of 10' into the rear yard setback subject to the approval of the HOA. At-grade patios shall be permitted within all side or rear yard setbacks provided that such patios maintain a minimum distance of 3' from any property line.
- Trellises, pergola's, gazebo's or other garden structures are permitted in the rear yard of any lot provided such structures maintain a minimum 5' from any property line and meet the approval of the HOA.
- In-ground swimming pools only provided that such pools meet the approval of the HOA and include all required code / safety improvements.

**Applicant hereby certifies this Development Standards Text:**

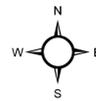
---

<b>Applicant</b> DDC Management, LLC Jonathan Bills	<b>Date</b>
---	-------------

# Suburban Acquisitions - Address List Area Map



July 5, 2018



0 500 Feet  
0.09 Miles

LICKING COUNTY TAX MAP



-LAST TRANSFER: Deed Record Volume.

Page

**To have and to hold** *said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee* SUBURBAN ACQUISITIONS A CO-PARTNERSHIP ~~their~~ *heirs and assigns forever.*

*And the said Grantor* William J. Thompson & Elizabeth Ann Thompson, husband & wife and Francis Eshman & Margerat Mary Eshman, husband & wife

*do hereby covenant with the said Grantee* *for themselves and their heirs,* SUBURBAN ACQUISITION A co-partnership

*their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoevr*

EXCEPT, DEED RESTRICTIONS and EASEMENTS of RECORD, all legal highways and zoning ordinances

and that they will forever **Warrant and defend** the same, with the appurtenances, unto the said Grantee **SUBURBAN ACQUISITIONS A co-partnership** their heirs and assigns against the lawful claims of all persons whomsoever

**In Witness Whereof** the said Grantor William J. Thompson & Elizabeth Ann Thompson, husband & wife

who hereby release their right of dower in the premises, have hereunto set their hand this 15<sup>th</sup> day of November in the year of our Lord one thousand nine hundred and eighty two (1982)

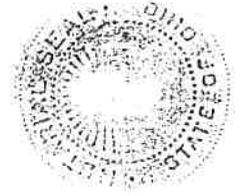
Signed and acknowledged in presence of  
As to William J. Thompson  
*Jessica L. Thompson*  
As to Elizabeth Ann Thompson  
*Elizabeth Ann Thompson*  
As to Elizabeth Ann Thompson, and  
William J. Thompson

*William J. Thompson*  
William J. Thompson  
*Elizabeth Ann Thompson*  
Elizabeth Ann Thompson

The State of Ohio }  
Franklin County } ss.

Be it Remembered that on this 15<sup>th</sup> day of November A.D. 1982 before me, the subscriber, a Notary Public in and for said county, personally came the above named *William J. Thompson* *Elizabeth Ann Thompson*

in the foregoing Deed, and acknowledged the signing of the same to be voluntary act and deed, for the uses and purposes therein mentioned.



**In Testimony Whereof**, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

*Jessica L. Thompson*  
JESSICA L. THOMPSON  
Notary Public, State of Ohio  
My Commission Expires Oct. 17, 1987

This instrument was prepared by Elizabeth and William Thompson 1678 Dolliver Road, Worthington, OH 43085

52645 "X" d  
**Warrant & Bond**

TO

Transferred January 18 1983  
George R. Jackson  
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Franklin SS

RECEIVED FOR RECORD ON THE

18 day of Jan 1983

at 3:41 o'clock P.M.

and RECORDED Jan 20 1983

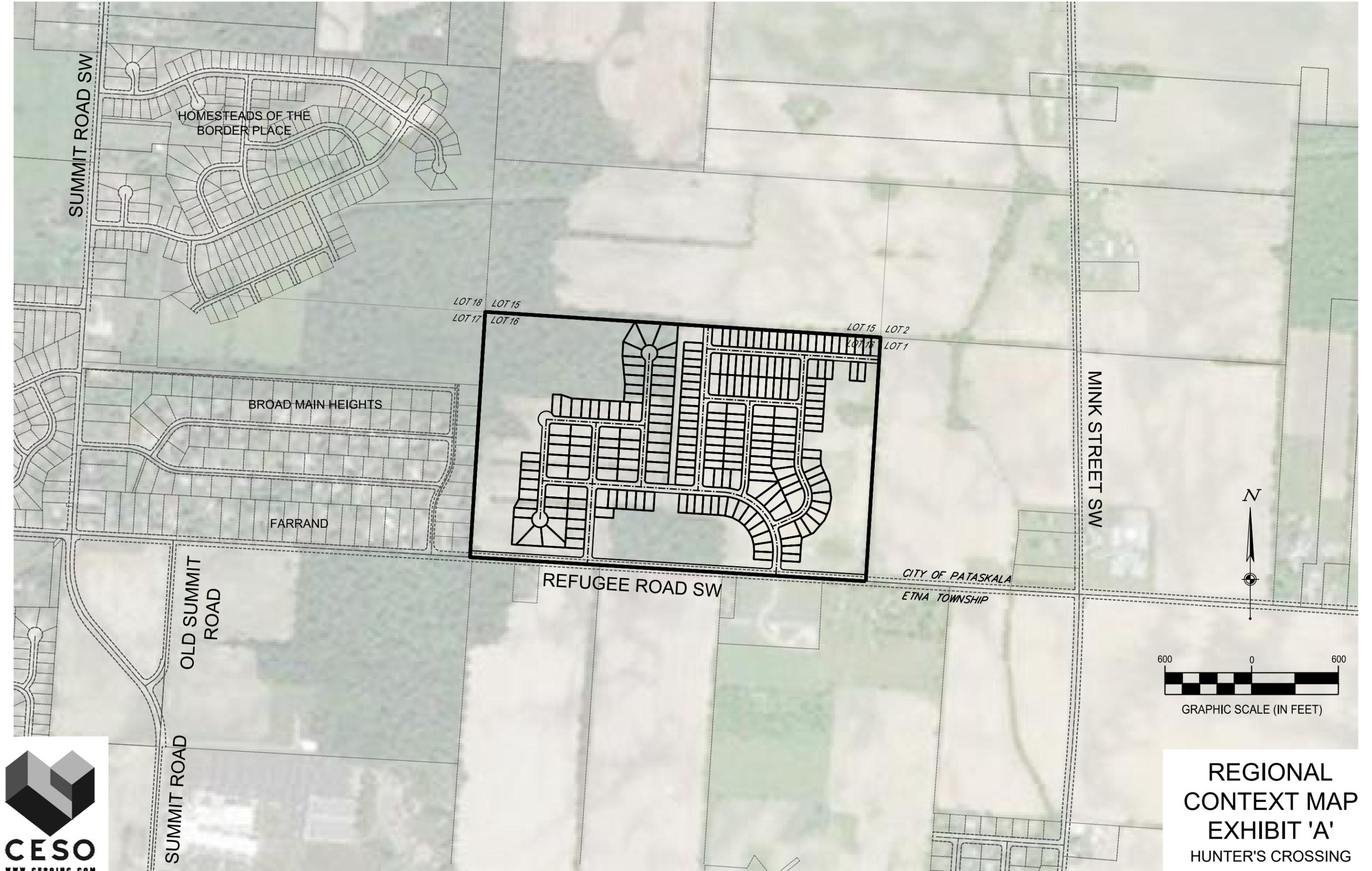
DEED BOOK 831 PAGE 44

James E. Viner  
COUNTY RECORDER

RECORDERS FEE \$ 7.00

711.50





**REGIONAL  
CONTEXT MAP  
EXHIBIT 'A'**

**HUNTER'S CROSSING**

10.05.2018 755407-01



### LEGEND

- ◆ SITE BENCHMARK
  - SET MAG SPIKE
  - SET 5/8" X 30" IRON PIN AND CAP STAMPED "CESO"
  - FOUND 5/8" IRON PIN AND CAP WITHOUT CAP UNLESS NOTED OTHERWISE
  - FOUND CUT STONE
  - FOUND 3/4" PINCH TOP PIPE UNLESS NOTED OTHERWISE
  - ⚡ EX. POWER AND TELEPHONE POLE
  - EX. GUY POLE
  - EX. ELECTRIC BOX
  - EX. TELEPHONE BOX
  - EX. SANITARY MANHOLE
  - EX. WATER VALVE
  - EX. FIRE HYDRANT
- BOUNDARY LINE
  - - - - SECTION LINE
  - R/W LINE
  - - - - ADJOINER LINE
  - OHE — OHE — OVERHEAD LINE
  - W — W — WATERLINE
  - UGT — UGT — UNDERGROUND COMMUNICATION LINE
  - SAN — SAN — SANITARY SEWER LINE
  - ~~~~~ TREE LINE

### BENCHMARKS

BENCHMARK # 100001  
 1/2" IRON PIN CAPPED "CESO TRAVERSE"  
 N = 718638.02'  
 E = 1908247.64'  
 ELEV = 1075.86'

BENCHMARK # 100002  
 1/2" IRON PIN CAPPED "CESO TRAVERSE"  
 N = 718683.07'  
 E = 1907520.84'  
 ELEV = 1077.18'

### SURVEYOR'S NOTES

- NORTH AND BEARING SYSTEM BASED ON OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD83(2011) AND FURTHER BASED ON THE O.D.O.T. CORS VRS NETWORK - COLLECTED MAY OF 2017 WITH TOPCON GRS-1 RECEIVERS.  
 VERTICAL DATUM AND SYSTEM BASED ON O.D.O.T. CORS VRS NETWORK - COLLECTED MAY OF 2017 WITH TOPCON GRS-1 RECEIVERS. ALSO BASED ON NGS MONUMENT PID AH7683 (DESIGNATED AS ETNA TWP 2) AN OBSERVED ELEVATION OF 1070
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE PARCEL SHOULD BE VERIFIED BY AN CERTIFIED TITLE SEARCH AND EXECUTED TITLE COMMITMENT.
- ALL UNDERGROUND UTILITIES ARE SHOWN TO THE BEST OF OUR KNOWLEDGE AND ARE BASED ON LOCATIONS TAKEN FROM OBSERVED EVIDENCE AND BY THE OHIO 811 SYSTEM. NO CERTIFICATION IS MADE OR IMPLIED THAT THE UTILITIES SHOWN ARE CORRECT OR THAT ALL UNDERGROUND UTILITIES ARE SHOWN.
- ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE IN THE LICKING COUNTY RECORDER'S OFFICE LOCATED IN NEWARK, OHIO.
- SURVEY PREPARED JUNE 19, 2017. ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- ACCESS TO THE SUBJECT PARCEL IS AVAILABLE VIA REFUGEE ROAD (COUNTY ROAD 30), BEING A PUBLIC ROADWAY.  
 NO ROADWAY IMPROVEMENT PLANS WERE DISCLOSED TO THE SURVEYOR DURING THE COURSE OF THE SURVEY.
- UTILITIES IN THE FORM OF STORM SEWER, SANITARY SEWER, ELECTRIC, TELEPHONE, CABLE, AND DOMESTIC WATER ARE ALL LOCATED EITHER ON THE SUBJECT PROPERTY OR WITHIN THE PUBLIC RIGHT-OF-WAY ADJOINING SAID PARCEL.
- NO EXISTING STRUCTURES AND BUILDINGS ARE AS SHOWN HEREON.
- DELINEATION OF WETLANDS OR DOCUMENTATION OF ANY WETLANDS ARE AS SHOWN AND WERE THE RESULT OF A FIELD INVESTIGATION BY KILBANE ENVIRONMENTAL INC. CESO TAKES NO RESPONSIBILITY TO THE COMPLETENESS, QUALITY OR CORRECTNESS OF THE WETLAND AREAS AS SHOWN HEREON.
- THIS IS NOT A RECORDABLE DOCUMENT FOR TRANSFER OF TITLE.
- CURRENT ZONING AS EVIDENCED BY THE CITY OF PATASKALA - REGIONAL PLANNING AND ZONING DEPARTMENT IS AS FOLLOWS:  
 R-87 MEDIUM - LOW DENSITY RESIDENTIAL DISTRICT  
 MINIMUM LOT SIZE - 1300 SQFT (W/BASEMENT) OR 1,450 SQFT (W/O BASEMENT)  
 MINIMUM ROAD FRONTAGE / WIDTH - 200'  
 MAXIMUM LOT COVERAGE = 15%  
 MAXIMUM BUILDING HEIGHT - 40'  
 FRONT YARD SETBACK: 75'  
 SIDE YARD SETBACK: 25' (EACH SIDE)  
 REAR YARD SETBACK: 75' (EACH SIDE)

### LEGAL DESCRIPTION

SITUATE IN THE CITY OF PATASKALA, LICKING COUNTY, STATE OF OHIO AND BEING LOT NO. 16 OF THE THIRD QUARTER OF THE FIRST TOWNSHIP AND FIFTEENTH RANGE OF THE TRACT APPROPRIATED FOR SATISFYING WARRANTS FOR MILITARY SERVICES.  
 AUDITOR'S PARCEL IDENTIFICATION NUMBER: 6314138400000

### FLOOD ZONE STATEMENT

PARCEL IS LOCATED WITHIN "ZONE X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY-PANEL NUMBER 39089C0426J, DATED MARCH 16, 2015; PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NO. DATE REVISION DESCRIPTION

CITY OF PATASKALA LICKING COUNTY, OH

HUNTER'S CROSSING

EXISTING CONDITIONS

ISSUE: PRELIMINARY  
 DATE: 10.05.2018  
 JOB NO.: 755407  
 DESIGN: JSB  
 DRAWN: MSG  
 CHECKED: JEE  
 SHEET NO. EXHIBIT 'B-1'









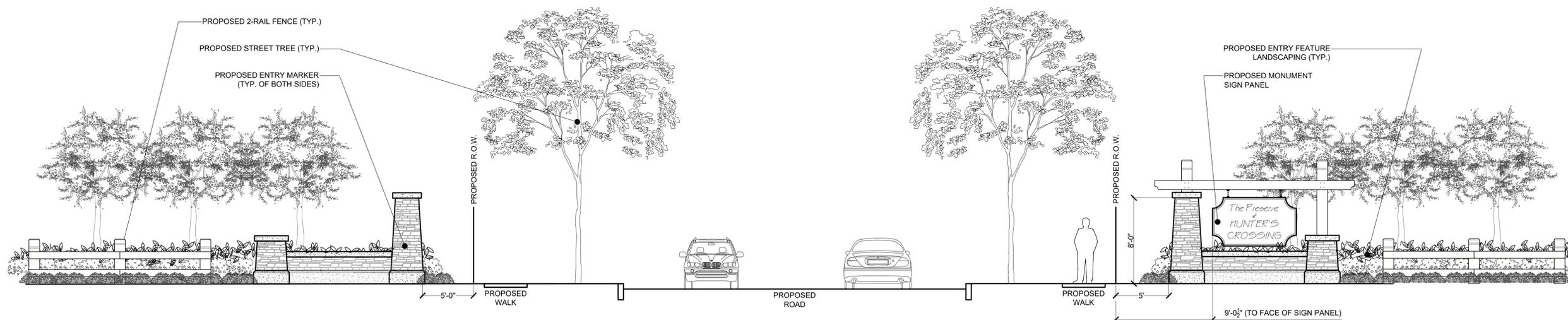




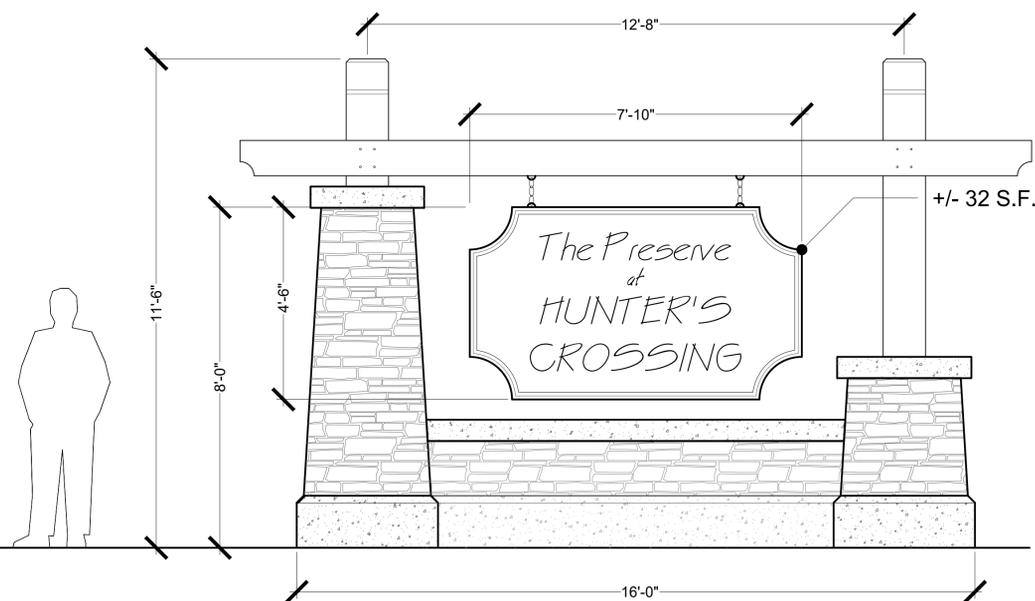




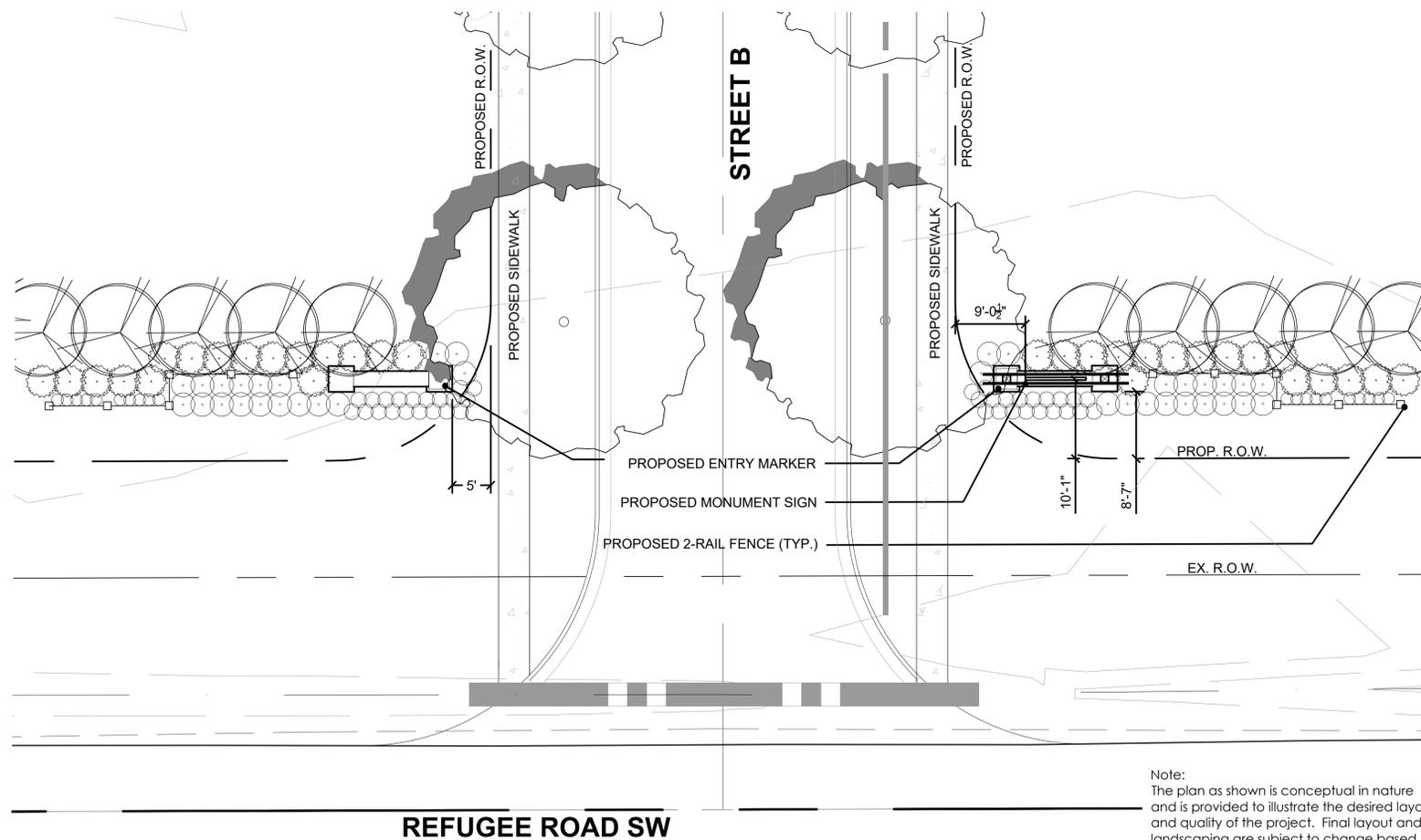




**1 EAST ENTRY FEATURE - ELEVATION**  
SCALE: 1" = 5'

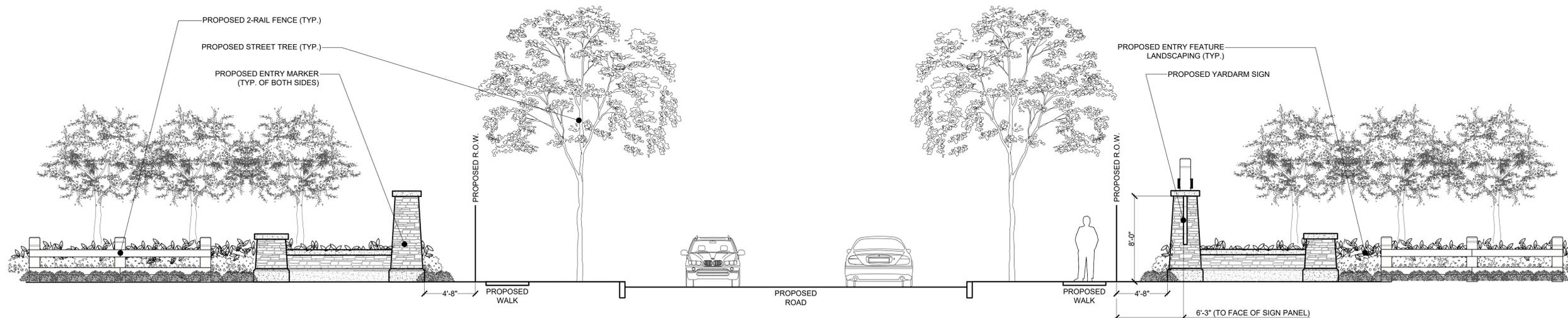


**2 EAST ENTRY SIGN - FRONT ELEVATION**  
SCALE: 1/2" = 1'

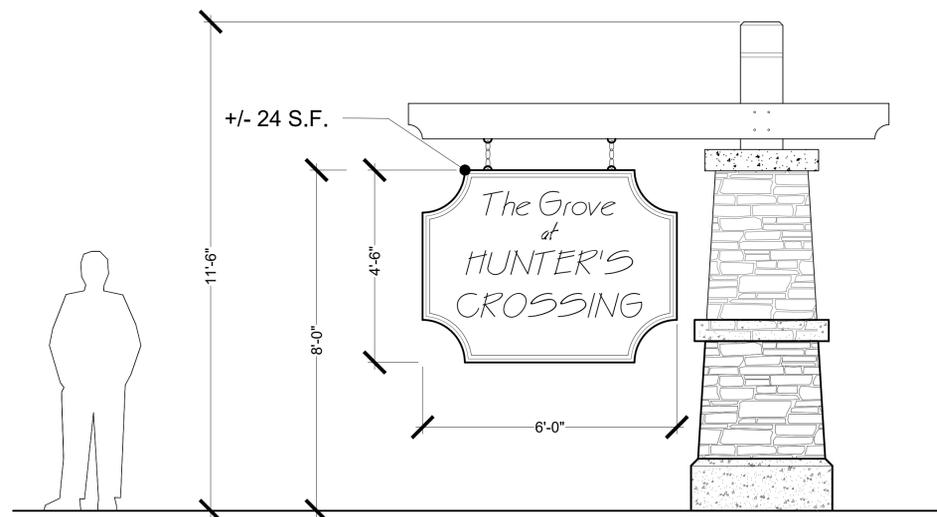


**3 EAST ENTRY - LANDSCAPE PLAN**  
SCALE: 1" = 10'

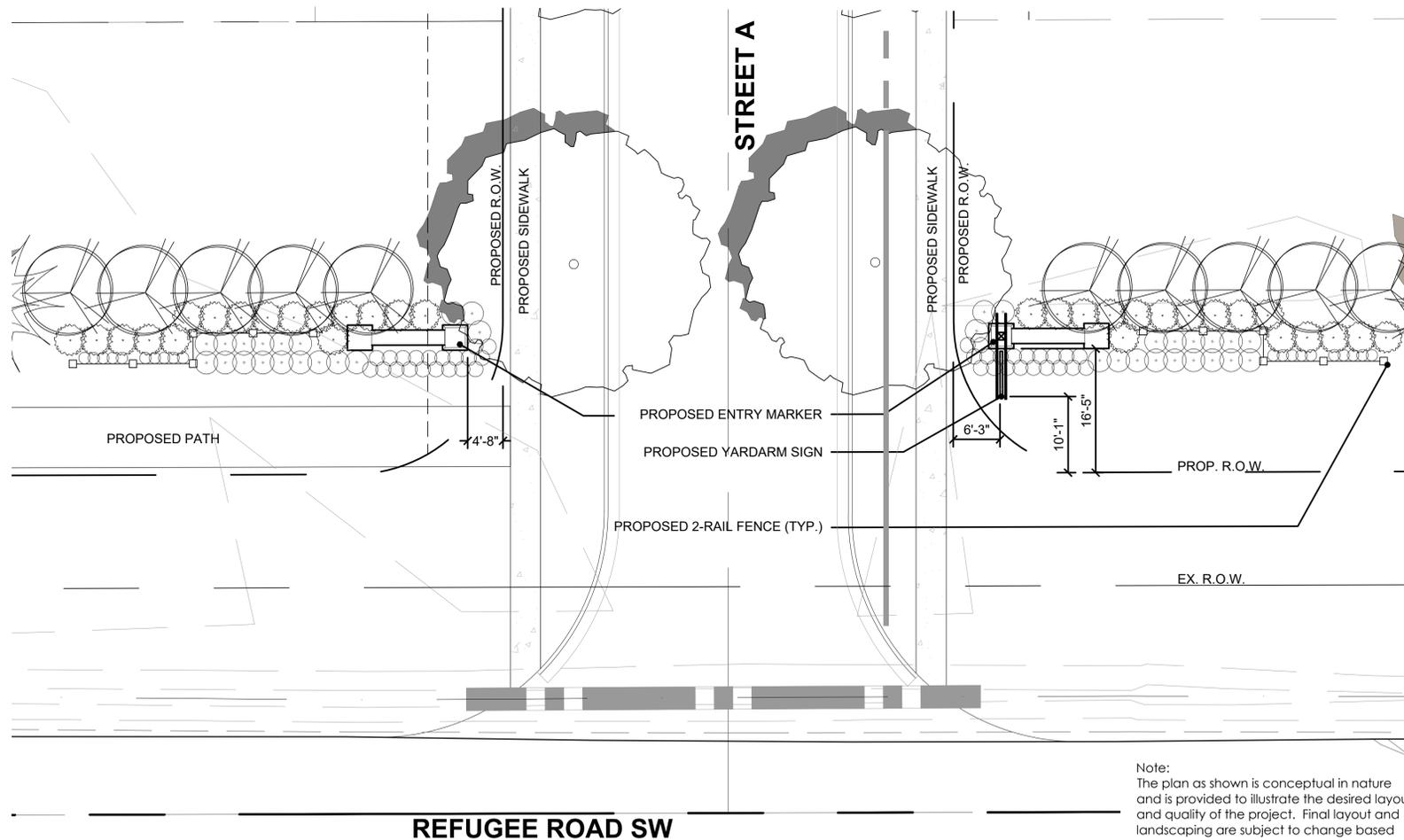
Note:  
The plan as shown is conceptual in nature and is provided to illustrate the desired layout and quality of the project. Final layout and landscaping are subject to change based upon final zoning approval and engineering.



**1** WEST ENTRY FEATURE - ELEVATION  
SCALE: 1" = 5'



**2** WEST ENTRY SIGN - SIDE ELEVATION  
SCALE: 1/2" = 1'



**3** WEST ENTRY - LANDSCAPE PLAN  
SCALE: 1" = 10'

Note:  
The plan as shown is conceptual in nature and is provided to illustrate the desired layout and quality of the project. Final layout and landscaping are subject to change based upon final zoning approval and engineering.



NO.	DATE	REVISION DESCRIPTION
•••••	•••••	•••••

**G2 Planning + Design**  
Planning • Urban Design • Landscape Architecture  
720 E. Broad Street, Suite 203 • Columbus Ohio 43215  
614.390.6149  
g2mth@g2planning.com

**HUNTER'S  
CROSSING**

LICKING COUNTY, OH

CITY OF PATASKALA

WEST ENTRY  
DETAILS

ISSUE:  
PRELIMINARY  
DATE:  
10/5/2018

JOB NO.: 753823-01

DESIGN:

DRAWN:

CHECKED:

SHEET NO.

**EXHIBIT 'I-3'**

NO. DATE REVISION DESCRIPTION

**HUNTER'S CROSSING**

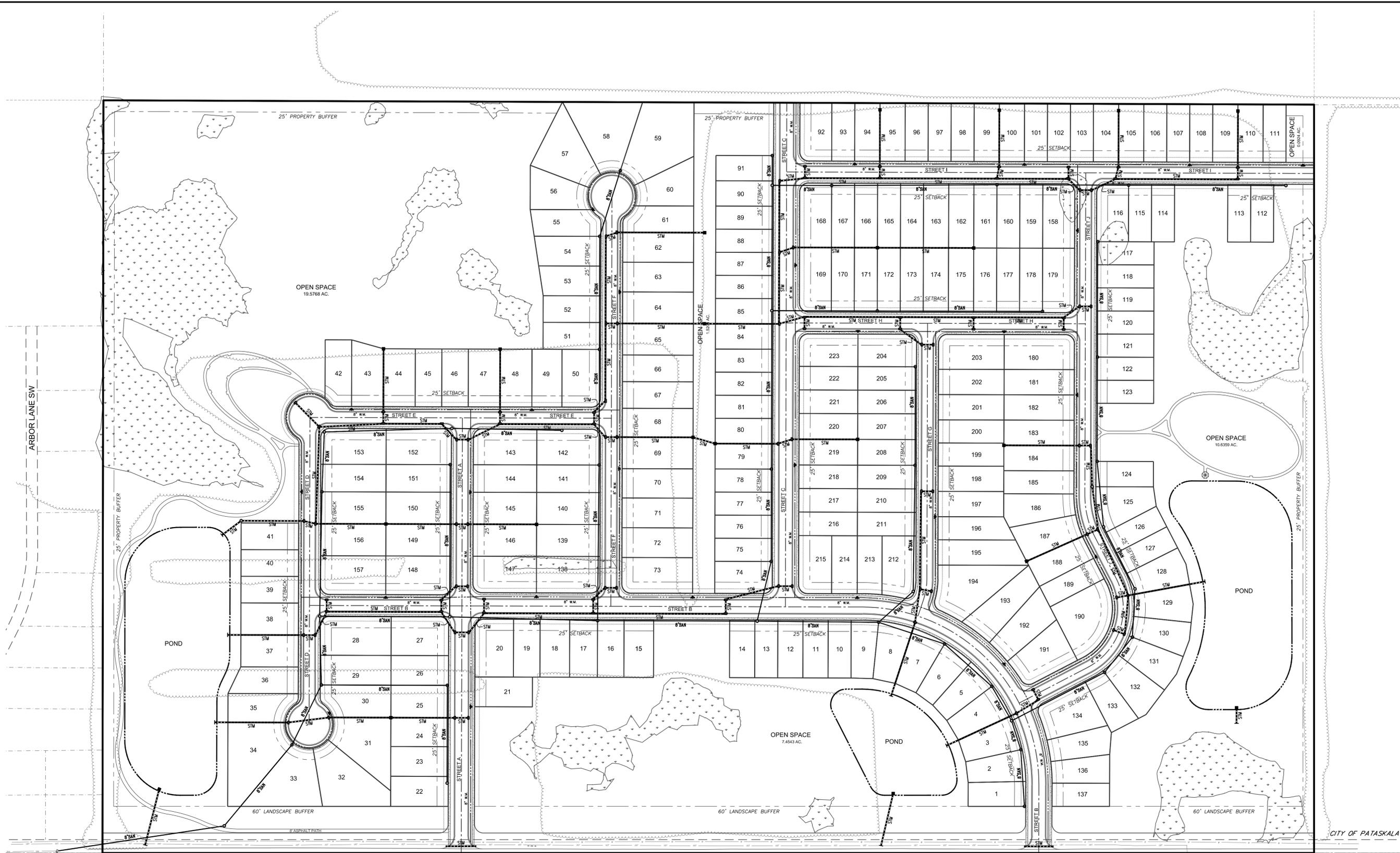
LICKING COUNTY, OH

CITY OF PATASKALA

**PROPOSED UTILITY PLAN**

ISSUE: PRELIMINARY  
DATE: 10.05.2018  
JOB NO.: 755407  
DESIGN: JSB  
DRAWN: MSG  
CHECKED: JEE

SHEET NO. **EXHIBIT 'J'**



SANITARY MH  
RW = 1092.77  
INV 8" PVC = 1092.60'

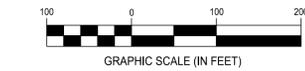
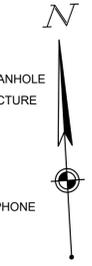
REFUGEE ROAD SW

ETNA TOWNSHIP

**LEGEND**

-  PROPOSED SANITARY SEWER/MANHOLE
-  PROPOSED STORM DRAIN/STRUCTURE
-  PROPOSED WATER MAIN
-  EXISTING SANITARY SEWER
-  EXISTING STORM SEWER
-  EXISTING WATER MAIN
-  EXISTING UNDERGROUND TELEPHONE
-  EXISTING OVERHEAD ELECTRIC
-  PROPERTY LINE

NOTE:  
DEVELOPER TO INSTALL OR PROVIDE FEE IN LIEU OF  
8' WALKING PATH ALONG REFUGEE ROAD FRONTAGE



July 5, 2017

Planning and Zoning Commission  
City of Pataskala Ohio  
621 W. Broad Street  
Pataskala, OH 43062

RE: Letter of Correspondence from Licking Heights SD

To Whom It May Concern:

On June 5, 2017 a meeting was held at the Licking Heights School District Superintendent's office regarding Hunters Crossing. Gary Smith of G2 Planning and Design joined me that day as we represented the development group. Dr. Philip Wagner, Licking Height's superintendent, represented the school district.

During the meeting we presented plans for our proposed subdivision which encompasses 293 homes across 105 acres of property. We discussed location, layout, product, phasing, project timing, and the overall features of our community. Dr. Wagner was very accommodating during our time together and provided feedback regarding the impact new residential developments have on the district's capacity. Dr. Wagner requested additional information regarding the anticipated home sales price within the community.

We recently provided that information, and have requested a letter from Dr. Wagner. We will provide that letter to the City of Pataskala upon receiving it. Should you have any further questions, please do not hesitate to call me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ross A. Behnfeldt', written in a cursive style.

Ross A. Behnfeldt  
Project Manager  
Land Development  
937-401-3932  
[rbehnfeldt@ddcconstruct.com](mailto:rbehnfeldt@ddcconstruct.com)

**DECLARATION  
OF COVENANTS, RESTRICTIONS,  
EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS  
for  
HUNTER'S CROSSING SUBDIVISION**

City of Pataskala, Licking County, Ohio

Date

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DECLARATION/PURPOSE .....	2
ARTICLE II. DEFINITIONS .....	3
ARTICLE III. PROTECTIVE COVENANTS AND RESTRICTIONS .....	6
3.01 Construction.....	6
3.02 Residential Usage.....	7
3.03 Splits Prohibited.....	7
3.04 Improvements on Lots/Temporary Improvements. ....	7
3.05 Quiet Enjoyment/Nuisance .....	8
3.06 Vehicle Restrictions and Parking Requirements.....	8
3.07 Service Screening, Storage Areas.....	9
3.08 Animal Maintenance .....	9
3.09 Landscaping .....	10
3.10 Vegetable Gardens.....	10
3.11 Fences & Walls.....	11
3.12 Pools.....	11
3.13 Mailboxes.....	12
3.14 Lighting .....	12
3.15 Accessory Buildings.....	12
3.16 Vehicular Repair .....	12
3.17 Propane and Fuels .....	12
3.18 Driveways .....	13
3.19 Parking and Roadways.....	13
3.20 Recreational and Play Equipment.....	13
3.21 Drainage and Grading.....	13
3.22 Waste Disposal.....	14
3.23 Debris .....	14
3.24 Utility Service .....	14
3.25 Maintenance of Residences and Lots.....	16
3.26 Maintenance of Driveways and Sidewalks.....	16
3.27 Signs.....	16
3.28 Trade or Business.....	17
3.29 Open Fires .....	17
3.30 Leasing .....	17
3.31 Improvements in Common Areas .....	19
3.32 Remedies for Breach .....	19
3.33 Exemption of Declarant.....	19

ARTICLE IV. EASEMENTS AND LICENSES .....	19
4.01 Easement of Access and Enjoyment Over Common Area.....	19
4.02 Right of Entry for Repair .....	20
4.03 Easement for Utilities and Other Purposes .....	20
4.04 Easement for Services.....	21
4.05 Dedication Rights.....	21
4.06 Walkways & Sidewalks .....	21
4.07 Landscape Easement .....	22
4.08 Private Drainage Easements .....	22
4.09 Reservation of Easements.....	22
 ARTICLE V. ARCHITECTURAL CONTROL .....	 23
5.01 Plan Approval Requirement .....	23
5.02 Review Fee .....	23
5.03 Failure to Approve .....	23
5.04 Complete Authority/Architectural Standards .....	23
5.05 Liability .....	24
5.06 Scope of Approval .....	24
5.07 Approval Subject to Governmental Regulations .....	24
5.08 Enforcement of Violation.....	24
5.09 Architectural Standards and Requirements .....	25
5.10 Variances.....	26
 ARTICLE VI. ASSOCIATION .....	 26
6.01 Identification, Formation and Membership.....	26
6.02 Governance .....	26
6.03 Voting Rights .....	27
6.04 Power; Authority; Duties .....	27
6.05 Specific Powers .....	27
6.06 Delegation of Duties .....	27
6.07 Books, Records .....	27
 ARTICLE VII. ASSESSMENTS .....	 27
7.01 Assessments .....	27
7.02 Reserved .....	28
7.03 Reserved .....	28
7.04 Types of Assessments.....	28
7.05 Capital Contribution Assessments at Closing .....	28
7.06 Basic Assessments.....	28
7.07 Commencement of Basic Assessments.....	29
7.08 Lot Assessments .....	29
7.09 Special Assessments.....	29
7.10 Property Exempt from Assessments.....	30

7.11	Fees.....	30
7.12	Remedies.....	30
7.13	Foreclosure Actions .....	32
7.14	Reserves.....	32
ARTICLE VIII. MAINTENANCE.....		32
8.01	Maintenance by Association .....	32
8.02	Maintenance by Owner .....	32
8.03	Right of Association to Repair Lot.....	33
8.04	Damage to Common Area By Owner or Occupant.....	33
ARTICLE IX. COMMON AREAS .....		33
9.01	Right to Enjoyment of Common Areas.....	33
9.02	Amenities .....	33
9.03	Declarant's Use of Common Areas.....	34
9.04	Limitations on Rights in Common Areas .....	34
9.05	Additional Common Areas Constructed by the Association.....	35
ARTICLE X. MISCELLANEOUS .....		35
10.01	Development Phases.....	35
10.02	Appeal to Board .....	35
10.03	Term .....	36
10.04	Enforcement and Waiver .....	36
10.05	Amendments.....	36
10.06	Declarant's Right to Complete Development .....	37
10.07	Declarant's Rights to Replat the Subdivision .....	37
10.08	Mortgagee Rights .....	37
10.09	Assignment of Rights.....	38
10.10	Reserved .....	38
10.11	No Reliance .....	38
10.12	Severability .....	38
10.13	Addition of Property .....	38
10.14	Captions.....	38
10.15	Notices.....	38

## **LIST OF EXHIBITS**

**EXHIBIT A – THE PROPERTY LEGAL**

**EXHIBIT B – THE SITE PLAN**

**EXHIBIT C – CHART OF MAINTENANCE RESPONSIBILITIES**

**EXHIBIT D – CODE OF REGULATIONS**

## HUNTER'S CROSSING SUBDIVISION

### DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR HUNTER'S CROSSING SUBDIVISION (this "**Declaration**"), is made this \_\_\_\_ day of \_\_\_\_\_, 20xx, by \_\_\_\_\_, LLC, an Ohio limited liability company (hereinafter referred to as "**Declarant**"), whose address is 3601 Rigby Road Suite 300, Miamisburg, Ohio 45342.

#### ARTICLE I. DECLARATION/PURPOSE

1.01 Declarant is the owner of the approximately 106.33+/- acres of real property located in City of Pataskala, in Licking County, Ohio and more particularly described in **Exhibit A** (the "**Property**"), together with such Additional Property (as defined in Section 2.01 below) as may be added to the Property pursuant to Section 10.13 (the Property and any Additional Property so added to the Property is collectively referred to herein as the "**Subdivision**").

1.02 The Subdivision will initially include approximately 79 single family lots, 144 lifestyle lots; and the Common Areas (as defined in Section 2.10 below), all of which are created by and delineated on the Site Plan (as defined in Section 2.29 below) or any Subdivision Plat. The Declarant hereby reserves the right within its sole and absolute discretion to create and record any replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

1.03 In order to advance the purposes of this Declaration, \_\_\_\_\_ Homeowners Association, Inc., an Ohio non-profit corporation (the "**Association**"), has been established to own, operate, maintain, and administer the Common Areas on behalf of the Owners (as defined in Section 2.23 below) of the Lots (as defined in Section 2.17 below). The costs incurred by the Association in connection with the administration, governance, and maintenance of the Subdivision including all costs of the operation, administration, maintenance and repair of the Common Areas shall be assessed to and shared equally by all of the Owners of Lots within the Subdivision, such amounts being an encumbrance upon all such Lots.

1.04 In addition, the Declarant, as such owner of the above described Subdivision, desires to restrict the use to or for which the Lots of the Subdivision may be put and to establish certain easements and assessments and lien rights upon the Lots in the Subdivision to advance the purposes set out herein.

1.05 Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto with such terms and conditions as Declarant deems appropriate.

## **COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS**

**NOW, THEREFORE**, be it known that the Declarant, as owner of the Subdivision described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Subdivision shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, which are for the purpose of preserving for the common use of the Owners within the Subdivision and the improvements and amenities located therein, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner of a Lot, and the respective heirs, successors and assigns thereof, and the Association.

### **ARTICLE II. DEFINITIONS**

In addition to other terms that are separately defined in this Declaration or in the Ohio Revised Code, the following words and phrases have the meanings ascribed below:

2.01 **Additional Property** shall mean and refer to the land and any present or future improvements on such land located adjacent to the Property, which may be added to the Subdivision in later phases by amendment of this Declaration pursuant to the exercise of Declarant's rights under Section 10.13 or in the manner provided in this Declaration and by law, but which is not yet submitted to this Declaration.

2.02 **Assessments** shall mean collectively all of the assessments set forth in Article VII.

2.03 **Association** shall mean \_\_\_\_\_ Homeowners Association, Inc., an Ohio non-profit corporation, and its successors and assigns.

2.04 **Association Documents** shall mean the formative documents of the Association, consisting of the articles of incorporation, the Code of Regulations and any and all procedures, rules, regulations or policies adopted by the Association.

2.05 **Basic Assessments** shall have the meaning set forth in Section 7.06.

2.06 **Board** shall mean and refer to the Board of Directors of the Association, and includes those persons who as a group serve as the Board of Directors. The phrase has

the same meaning as the board of directors of the Association, as that term is used in Chapter 1702 of the Ohio Revised Code.

2.07 **Builder** shall mean a person or entity (other than Declarant) who or which acquires title to any Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved Lot to an Owner.

2.08 **Capital Contribution Assessment** shall have the meaning set forth in Section 7.05.

2.09 **Code of Regulations** shall mean the Code of Regulations of the Association attached hereto as **Exhibit D**, as the same may be amended from time to time.

2.10 **Common Areas** shall mean any property owned or controlled by the Association (in fee simple or by easement or lease), including Subdivision amenities, entrance walls, boulevards and identification monuments, signs, landscape mounds, walkways, ponds, Storm Water Facilities, Landscape Easements (as defined in Section 2.16), landscaping and other improvements constructed for the common use and enjoyment of the Owners, and such areas designated as "Open Space" on any Subdivision Plat (as defined in Section 2.33 below). The Common Areas shall be for the benefit of the Owners of the Lots, subject to the terms of use of the Common Areas outlined in Article IX of this Declaration. The care and maintenance of the Common Areas is outlined in Article VIII of this Declaration.

2.11 **Common Expenses** shall mean any expense or financial liabilities incurred by the Association, including amounts the Association allocates for reserves.

2.12 **Declarant** shall mean \_\_\_\_\_ Development, LLC, an Ohio limited liability company, and any person or entity (a) acquiring all of Declarant's then-remaining interests in the Subdivision or (b) to whom the rights and obligations of Declarant are expressly assigned and assumed.

2.13 **Declarant Advances** shall have the meaning set forth in Section 7.09.

2.14 **Declaration** shall mean and refer to this instrument, including all exhibits attached to this instrument and all future amendments of this instrument or any of the exhibits.

2.15 **Development Period** shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) June 1, 2035, or (b) the day next following the day on which all Lots have been transferred to Owners (i.e., no Lots and no part of the Property that may be developed as Lots are owned by Declarant or any Builder). **[Note: Initial deadline of 6-1-35 is not required by law.]**

2.16 **Improvements** shall mean all man-made or man-installed alterations to the Subdivision which cause the Subdivision to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

2.17 **Landscape Easement** shall mean and refer to an easement as shown on the record plat or plats for the Property, created for the benefit of the Owners and the Association for the purpose of retaining all wooded areas located within the easement area, predominantly and as nearly as practical, in their natural, scenic and undeveloped condition.

2.18 **Lot** shall mean each separate tract depicted, designated and shown upon the Site Plan, or created by a Lot split of a tract depicted, designated and shown upon any recorded Subdivision Plat. The term "Lot" shall not include any tract described in this Declaration or the subdivision Plat as Common Area.

2.19 **Lot Assessments** shall have the meaning set forth in Section 7.08.

2.20 **Managing Agent** shall mean and refer to a manager or managing agent retained or employed by the Association for the purposes provided in this Declaration.

2.21 **Member** shall mean and refer to a member of the Association. All Owners are Members, and only Owners may be Members.

2.22 **Occupant** shall mean and refer to any individual who resides in a Residence, whether as Owner, Tenant, or otherwise. An Occupant may also be referred to as a "Resident."

2.23 **Owner** shall mean the holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot, including Declarant and any Builder with respect to Lots owned by them. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant, any Builder, or any Owner.

2.24 **Owners** shall mean collectively, all Owners of Lots within the Subdivision.

2.25 **Person** shall mean and refer to a natural individual, corporation, general or limited partnership, partnership having limited liability, limited liability company, trustee, fiduciary or other entity legally authorized to hold title to real property.

- 2.26 **Property** shall have the meaning set forth in Subsection 1.01.
- 2.27 **Residence** shall mean and refer to any single family or lifestyle home on a Lot.
- 2.28 **Resident** shall mean and refer to any individual who resides in a Residence. A Resident may also be referred to as an "Occupant."
- 2.29 **Rules and Regulations** shall mean and refer to those rules and regulations adopted by Declarant, if during the Development Period, or the Board (which means, unless otherwise indicated in this Declaration, after the Development Period) governing the use and enjoyment of the Subdivision, and including any future amendments to those rules and regulations.
- 2.30 **Site Plan** shall mean and refer to the concept plan for all initial improvements to the Property attached hereto as **Exhibit B**.
- 2.31 **Special Assessment** shall have the meaning set forth in Section 7.09.
- 2.32 **Storm Water Facilities** shall mean and refer to those storm water retention/detention facilities constructed for the common use and enjoyment of the Owners and which are not maintained by a governmental authority.
- 2.33 **Subdivision** shall have the meaning set forth in Section 1.01.
- 2.34 **Subdivision Plat** shall mean each and every subdivision record plan of real estate as recorded in the plat records of Montgomery County, Ohio which affects the property of this Subdivision.
- 2.35 **Tenant** shall mean and refer to the Person(s) or entity that leases a single family or lifestyle home on a Lot.

### **ARTICLE III. PROTECTIVE COVENANTS AND RESTRICTIONS**

The following protective covenants and restrictions shall apply to all portions of the Subdivision unless otherwise noted.

#### **3.01 Construction.**

3.01.1 **Builder/General Contractor.** The initial Builder or general contractor for all single family, lifestyle homes and the Common Area amenities within the Subdivision shall be designated by the Declarant or its assigns

3.01.2 **Pre-Construction.** Platted, unbuilt Lots shall be maintained by the Owner. Such platted, undeveloped Lots shall remain free of automobiles, trash, yard waste and debris. The grass and/or weeds will be maintained by the Owner.

3.01.3 **Approval.** Prior to commencing any construction, Owners shall obtain written approval of the Declarant if it is prior to the expiration of the Development Period or thereafter, of the Board, in accordance with Article V.

3.01.4 **Construction Period.** Completion of construction of each Residence on a Lot shall be within nine (9) months after the commencement of construction, provided such period may be extended by any causes beyond reasonable control of the Builder and Owner, which shall include strikes, labor disputes, fire and other casualties, adverse weather conditions, acts of God, war or any other governmental authority. When each Residence on a Lot has been substantially completed, the Owner and Builder thereof shall complete the construction of all driveways, approaches and sidewalks on the Lot, remove all trash and debris from, in and around the Lot, restore all damaged ditches to original contour and grade, and complete the grading, shaping, draining terracing, seeding and/or sod and landscaping of the Lot, weather permitting.

3.02 **Residential Usage.** Each Lot shall contain a Residence and a yard for use by a single family and shall be used for no other purpose except such temporary uses as shall be permitted by Declarant while the Subdivision is being developed and Lots are being sold by Declarant; subject to the following exceptions (and other exceptions specifically stated herein):

3.02.1 **Declarant Rights.** Declarant reserves for itself and assigns (including Builder) the following rights, until all Lots are sold (and escrows closed): (i) the right to carry on normal sales activity including the operation of models and sales offices, (ii) the right to farm any undeveloped portions of the Subdivision, including future phases and undeveloped Lots, and (iii) the right to use such undeveloped portions of the Subdivision for staging construction projects and the storage of fill material.

3.02.2 **Sale or Lease.** Promotion of the sale or lease of any Residence or Lot within the Subdivision is permitted and a "for sale" sign may be placed on a Lot. Members may not promote the lease of a Residence by placing a sign on the Lot or in the Subdivision.

3.03 **Splits Prohibited.** No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot or building site.

3.04 **Improvements on Lots/Temporary Improvements.**

3.04.1 No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling with a private garage suitable for parking not less than two (2) and no more than four (4) motor vehicles which is to be attached to the principal dwelling.

3.04.2 No temporary building or structures shall be permitted on Lot; provided, however, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes during the construction period and for sales purposes during the sale of Lots, on the condition that Declarant has theretofore approved in writing the design, appearance, and location of the same. Any permitted temporary improvements shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended and shall be permitted for no longer than a period of one year, unless otherwise approved by the Declarant.

3.05 **Quiet Enjoyment/Nuisance.** No Owner or Resident shall permit or suffer anything to be done or kept upon such Lot or Residence which will obstruct or interfere with the rights of quiet enjoyment of other Owners, Residents or Occupants, or annoy them by unreasonable noises or otherwise.

3.05.1 No Owner shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon.

3.05.2 Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to its Lot and shall remove all rubbish, trash and garbage from the Lot.

3.05.3 No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

3.05.4 No noxious or offensive trades or activities shall be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the any other Owner.

3.06 **Vehicle Restrictions and Parking Requirements.**

The Board is granted the power and the authority to create and enforce reasonable rules concerning the placement and the parking of any vehicle permitted on or in the Subdivision, so long as those rules are consistent with, and do not amend any of the terms hereof. In addition to its authority to levy individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as specified below, trucks, prohibited commercial vehicles, boats, trailers, campers and mobile homes are not permitted to be parked or stored on any Lot, street, drive or alley, parking lot in the Subdivision or on any part of the Common Areas for any time period longer than forty-eight (48) hours in any thirty (30) day period; provided,

however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Improvements within the Subdivision.

For the purpose of this section the terms “truck” and “prohibited commercial vehicle” shall include all vehicles that have a length of more than twenty-one (21) feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel truck and vans larger than one-ton capacity, pickup trucks larger than one (1) ton capacity, and semi type tractors and trailers, shall in every instance be considered to be a prohibited truck and or a prohibited commercial vehicle. For the purpose of this section the word “trailer” shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance or personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part shall be placed, parked or stored on any Lot, street, drive or alley, parking lot, or driveway within the Subdivision or in the Common Areas. The vehicle, trailer or part so situated shall be deemed to be a nuisance, and shall be removed.

**3.07 Service Screening, Storage Areas.** Garbage, trash, or refuse shall be placed in containers which shall be concealed and contained within the Residence or shall be concealed by means of a screening wall of materials similar to and compatible with that of the residence on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year (e.g. evergreen vegetation).

**3.08 Animal Maintenance.**

3.08.1 No animals shall be raised, bred or kept on any Lot or in the Common Area except that common household pets, including dogs, cats, birds or fish may be kept on a Lot; provided, however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers. As used herein, “unreasonable numbers” shall ordinarily mean more than three (3) dogs per Lot. Animals shall be primarily indoor pets except that a maximum of one (1) common household pet is permitted to be kept outdoors, provided the Owner complies with the provisions of this Section 3.08 and any applicable local laws.

3.08.2 Each Owner shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by said animal on the Lot or Common Area.

3.08.3 Each Owner shall take such all measures necessary to prevent their animals from straying on to any other Lot.

3.08.4 No dog houses, dog runs, kennels or any structure used to house dogs or any other animal shall be permitted to be kept outside on any Lot.

3.08.5 Electric underground pet control fences (invisible fences) shall be restricted to the rear of all homes and at least ten (10) feet from all sidewalks and walkways.

3.08.6 Any person bringing an animal upon or keeping an animal within the confines of the Subdivision shall be liable pursuant to the laws of the State of Ohio to each and all persons for any injury or damage to persons or property caused by such animal.

3.09 **Landscaping.** During the Development Period, all landscaping installed on a Lot shall be installed in accordance with the following minimum landscaping requirements:

3.09.1 **Minimum Landscaping Requirements.** Sod is to be placed in the front & side yards of each Lot and seed or sod shall be placed in the rear yards. All landscaping must be in compliance with any applicable municipal, state, or federal regulations, codes, ordinances, and statutes. The foregoing requirement shall be the sole responsibility of the Builders and Owners and at their sole cost. Declarant's approval of any landscaping plans and specifications shall not be deemed an approval or assurance that such landscaping complies with applicable township, municipal, state, or federal regulations, codes, ordinances, and statutes.

3.09.2 **Tree Removal.** No trees shall be removed from within the Common Areas except as disclosed in plans submitted to and approved by the Declarant or, after the Development Period, the Board. Any tree removed contrary to this provision shall be replaced at a location and with a tree or trees of comparable caliper and species, as approved by the Declarant or, after the Development Period, the Board. The Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this section. The amount of such a fine shall be discretionary with the Board, but in any event shall not exceed the greater of two times the measurable economic gain to the Owner of having the tree(s) removed or \$1,500.00.

3.10 **Vegetable Gardens.** Vegetable gardens shall only be located in the rear yard area of a Lot and shall not be located within the rear or side yard setback areas. Vegetable gardens shall not exceed 200 Sq. Ft. in size.

**3.11 Fences & Walls.** No fences shall be permitted in the lifestyle section(s) of the Subdivision. Subject to the prior written approval of the Declarant or, after the Development Period, the Board, a fence may be permitted in the Single Family section(s) if consistent with the following guidelines:

3.11.1 No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the Residence on the Lot (i.e. fences are permitted only in the rear of the residence); no fence shall be permitted to extend beyond the rear plane of the Residence.

3.11.2 Fences shall be of white vinyl material, decorative aluminum, wrought iron or wood (including pressure treated) only. No aluminum chain link type of fencing will be permitted.

3.11.3 Fences shall be up to 72 inches in height from the initial grade of the Lot and shall be of picket type so that there is at least 1.50 inches of spacing between pickets.

3.11.4 All fence posts shall be positioned on the inside of the fence for all types of fencing.

3.11.5 All corner Lots are classified as “double fronting” Lots and shall adhere to the minimum building setback requirements. Fencing shall not extend beyond the side/rear house plane.

3.11.6 No fence shall obstruct the flow of storm water.

3.11.7 Privacy fences and stockade shadow box fences will not be permitted.

3.11.8 In addition to the regulations set forth above, it is the obligation of the Owner to adhere to any Township, City or County building requirements prior to construction.

3.11.10 Additionally, any fence enclosing a swimming pool shall be subject to the above regulation and conform to state or local regulation and be submitted to the proper governmental authority prior to construction.

**3.12 Pools.** No above ground swimming pools of any type shall be constructed on any Lot. The pool location, cover, and design must be approved by the Declarant, if it is during the Development Period, or by the Board, which approval may be withheld by the Declarant or the Board in its sole discretion.

3.13 **Mailboxes**. For the purpose of uniformity, all Lots in the Subdivision shall use the same style and color of mailbox, approved by the Declarant, if it is during the Development Period, or by the Board, which style and color has been approved by the U.S. Post Master and by the Declarant. Each Owner shall maintain and repair their respective mailbox as necessary. Any replacement mailbox must be the same style and color as all other mailboxes in the Subdivision and approved by the Declarant or the Board as appropriate.

3.14 **Lighting**. Wall pack lights, if used, shall be appropriately shielded. Any lighting used to illuminate yard areas shall be equipped with suitable shielding and designed as to avoid casting direct light on any other Lot in the Subdivision or property adjacent to the Subdivision. Each Owner shall maintain and repair their respective light or lamppost as necessary. Any replacement must be approved by the Declarant or the Board as appropriate. Mercury vapor yard lights in excess of 50 watts are strictly prohibited.

3.15 **Accessory Buildings**. No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, shed, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any lot at any time without the prior written approval of the Declarant or, after the Development Period, the Board. The Board shall determine the guidelines for placement, colors, and construction materials for any structure on a Lot.

3.15.1 Subject to prior written approval, sheds may be permitted with the following conditions: Sheds shall be no more than 10 feet by 10 feet (a total of 100 Square feet). The shed shall be constructed of vinyl or resin material, and the color must be earth tones in nature. The roof of a shed may not be a flat or lean-to design.

3.15.2 Shed design and criteria will be in accordance with set standards determined by the Declarant, if it is during the Development Period, or by the Board, after the development period, which approval may be withheld by the Declarant or the Board in its sole discretion. Sheds not in accordance with this section shall be prohibited.

3.16 **Vehicular Repair**. Automotive or other vehicle repair shall not be permitted on any Lot; however, an Owner shall be permitted to make minor repairs to his or her own licensed vehicle in his or her garage. No unusable, worn out or discarded automobiles, machinery, vehicles, or parts thereof shall be stored on any Lot.

3.17 **Propane and Fuels**. No propane gas tanks or other storage drums or tanks (above or below ground), shall be installed unless approved by the Declarant, if it is during the Development Period, or by the Board, which approval may be withheld in the Declarant's or the Board's sole discretion. Fuel storage is limited to personal use containers; e.g. one (1) to five (5) gallon containers for fueling yard maintenance equipment or up to twenty (20) pound containers for propane gas grills.

3.18 **Driveways**. All driveways will be concrete, brick or pavers.

3.19 **Parking and Roadways**. Parking shall be permitted on one side of all local public streets. "No Parking" signs shall be posted in the appropriate areas. No overnight parking of any vehicle shall be permitted in front of, adjacent to, or on any Common Areas or other property owned by the Association.

3.20 **Recreational and Play Equipment**. Prior to the construction or installation of any improvement, an Owner must obtain written approval from the Declarant, if during the Development Period, or the Board.

3.20.1 Swing sets, jungle-gyms, playhouses or similar yard equipment located in any Lot must be maintained in safe and good condition. Play sets shall be of semi-permanent nature and the structure shall be constructed of wood. Absolutely no metal or plastic structured playground equipment or trampolines will be permitted. No play sets shall be permitted in the front yards of any Lots and must be located as not to infringe on any rear or side yard setbacks.

3.20.2 Basketball hoops shall be permitted on a Lot provided they are in compliance with the following criteria: (i) they shall be of a semi-permanent or permanent nature and not attached to the Residence on the Lot; (ii) they shall have a clear backboard, and the supporting pole(s) shall be black; and (iii) the pole shall be installed so that the backboard is perpendicular to the adjoining street in front of the Residence. Portable basketball goals may not be left on or in front of any Lot overnight. For the purpose of this section, semi permanent means that the pole is secured in the ground with a concrete footing.

3.21 **Drainage and Grading**. No drainage ditches, swales, streams, impoundments, ponds or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered, or modified by or at the direction or with the consent of any Owner without the prior written consent of the Declarant, if it is during the Development Period, or the Board. No improvements to any Lot shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant, or its successors or assigns, for the Subdivision, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Declarant, if it is during the Development Period, or of the Board. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the Declarant, if it is during the Development Period, or of the Board, Declarant and/or the Association and their respective representatives shall have the joint and several rights to enter upon any Lot and to remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner for such trespass. Storm water must be disposed of in accordance

with drainage plans established by the Declarant, the Association, or Montgomery County.

**Sump Lines.** No person shall install any pump, piping, device, apparatus or other system for discharging sump pump effluent into any street or Common Area, without the prior consent of the Declarant or the Board.

**3.22 Waste Disposal.**

3.22.1 Sanitary waste and waste water shall be disposed of by sanitary sewer only.

3.22.2 No dumping of waste water, yard waste or trash onto the Common Areas or in the Common Area is permitted.

3.22.3 All Owners shall be responsible to contract for trash collection and sanitary sewer services.

**3.23 Debris.**

3.23.1 No Lot shall be used or maintained as a dumping ground for refuse of garbage or the like.

3.23.2 All equipment used for the storage or disposal of refuse of garbage or other debris shall be kept in a clean and sanitary condition and shall not be visible from the street or neighboring Lots.

3.23.3 During construction, a dumpster of sufficient size to handle all construction debris shall be maintained on site without overflow.

3.23.4 Builders and Owners shall be responsible for the cleaning and removal of mud or debris on the streets caused by construction. If such mud or debris is not cleaned within 24 hours of notice, the Declarant or the Association may charge the Owner all costs associated with such cleaning and removal.

**3.24 Utility Service.**

3.24.1 No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed, placed, or maintained anywhere in or upon the Subdivision unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under, or on a residence or other approved improvements; provided, however, that above ground electrical transformers and electrical equipment may be permitted if properly

screened upon approval by the Declarant, if it is during the Development Period, or by the Board. Above-ground power lines that border or cross the Subdivision which exist at the time this Declaration is recorded shall not be required to be relocated underground.

3.24.2 Notwithstanding anything herein to the contrary, no radio or television signals or other forms of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot.

3.24.3 Each Residence shall have public water. No private wells shall be permitted.

3.24.4 All gas, water, sewer, oil and other pipes for gas or liquid transmission, shall be installed and maintained underground or within or under each Residence at such Owner's expense.

3.24.5 Nothing herein shall be deemed to restrict the erection and use of temporary power or telephone services incident to the construction of improvements or to restrict the overhead distribution of three-phase primary power supply to the Subdivision by any supplier of utilities.

3.24.6 The Subdivision will be serviced by an underground electric distribution system, which underground system will provide electrical service to the Subdivision. Each Builder or Owner shall, at its own cost, furnish, install, own and maintain the underground service cable and appurtenances from the point of metering by the supplier of the electric service to the designated point of attachment of such service to the designated transformers or energized secondary junction boxes located at the property line of each Lot. The supplier of the electric service shall make the necessary connections at the point of attachment. In addition, the Builder or Owner shall, at its own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current standards and specifications of the electric company supplying the service) for the location and installation of the metering device to be located on the Lot.

3.24.7 Appliances or installations on the exterior of a Residence shall be permitted if they are designed in such a manner that they are not visible from the streets or other Residences and have been approved in writing by the Declarant, if during the Development Period, or by the Board, who shall have the right to approve or disapprove the size, shape, style, noise level, and provisions for screening of any equipment. Heating, ventilation, and air conditioning (HVAC) units are permitted provided they are not attached or placed in the front of any Lot or Residence.

3.24.8 No television, radio or other electrical towers, aerials, antennae, or other device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart 5, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Declarant, if during the Development Period, or the Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that the reception of an acceptable signal would not be impaired, an antenna or satellite dish may be installed only if it is located within a Residence, or: (i) is not located in the front yard of the Lot or attached to the front of the Residence; (ii) is not visible from any street (whether by location or screening); and (iii) is integrated with the Residence and surrounding landscape.

3.25 **Maintenance of Residences and Lots**. Each Owner shall maintain and repair its Lot, its Residence, and other improvements which are owned by or the responsibility of such Owner so that they do not become unsightly or fall into disrepair. Lots, Residences, and other improvements must be kept in good condition and adequately painted or finished with a trim, neat yard, as may be applicable. In the event of damage or destruction to any Residence or other improvements, the Owner shall cause such Residence or other improvements to be repaired or removed within a reasonable period of time and restored to an orderly and attractive condition.

If the Declarant, if during the Development Period, or the Board gives notice of needed alteration, repair, or maintenance, and the Owner fails to timely perform, then the Declarant or the Association, or their agents, may enter onto the Owner's Lot to perform the necessary alteration, repair, or maintenance. Each Owner shall reimburse the Association for any expenses actually incurred in carrying out the foregoing alteration, repair, or maintenance. The Association may assess and collect such reimbursement (for itself or on behalf of Declarant, as the case may be) as a Lot Assessment.

3.26 **Maintenance of Driveways and Sidewalks**. Each Owner shall be responsible for the maintenance or replacement of all damaged sidewalks and driveways located on or in front of its Lot.

3.27 **Signs**. No sign, poster, display or other advertising device of any kind shall be displayed on or from any of the Common Areas, except that such signs as may be used by Declarant or its assigns (including Builder), in its sole discretion, in connection with the development and Lot sales of the Subdivision. No sign, poster, display or other advertising device of any kind shall be displayed to the public view on or from any Lot

except: (i) a single temporary sign not exceeding six (6) square feet in area advertising the sale of a Residence, which sign must be on the Lot where the Residence is located, and (ii) number plates for residence addresses not exceeding 72 square inches in area. Non-standard signs may be used by Declarant or its assigns (including Builder) to advertise a model home or other event anywhere on the Property. For sale signs may be posted on the Lots, but rental signs shall not be permitted in the Subdivision. Upon written notification, non-permitted signs must be removed by the respective Owner within 48 hours from date of letter or Owner will be assessed a fine for the cost of such removal in accordance with Section 7.08.

3.28 **Trade or Business.** An Owner or Occupant may conduct such business activity within a Residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Residence; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity limits persons coming on to the Lot who do not reside in the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision and the sales of Lots or Residences in the Subdivision. Business activity produced by the Declarant and/or its assigns (including Builder) is exempt from the provisions of this section. The terms “business” and “trade” as used in this section shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required.

3.29 **Open Fires.** Burning is not permitted in the Subdivision, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge or embers or ashes.

3.30 **Leasing.** The following are applicable with respect to leasing the Lots and/or the Residences:

3.30.1 **Limitation on Leasing.** The Declarant, if during the Development Period, or the Board, may limit the number of Residences that may be leased at any given time. If an Owner wishes to lease its Residence, it must submit a request in writing to the Declarant, if during the Development Period, or to the Board. If the Declarant or the Board, as applicable, has chosen to limit the number of Residences that may be leased, then it must approve all leasing requests on a first come, first serve basis. Any requests submitted that exceed the allowable number of leased Residences shall be placed on a waiting list on a first come, first serve basis.

3.30.2        **Liability to the Association.** The Owner of a Lot which is leased shall remain primarily responsible for payment of all assessments and compliance with all terms and conditions of this Declaration, and the Owner of a Lot being leased will be responsible for the acts or omissions of the Occupant to the extent governed by this Declaration.

3.30.3        **Covenants and Restrictions.** Every lease on every Residence is subject to the following covenants and restrictions, whether stated in the lease or not:

3.30.3.1        The lease must be in writing.

3.30.3.2        The lease must be for entire Residence.

3.30.3.3        The lease must be for a minimum and continuous period of not less than twelve (12) months. Renewals can be for any length.

3.30.3.4        The use of the Residence and Lot by a Tenant (and any other Occupant) is subject to the Declaration.

3.30.3.5        The Residence cannot be used as a motel or hotel or otherwise for transient tenants.

3.30.4        **Notice of Tenancy.** Within thirty (30) days of occupancy of a Residence by a Tenant, the name and telephone number of the Tenant, together with a clear and complete copy of the lease, must be furnished to the Association.

3.30.5        **Remedies for Breach.** If any Tenant of a Residence violates any of the provisions of the Declaration, the Association may bring an action in its own name and/or in the name of the Owner to have the Tenant evicted and/or to recover damages. If the court finds that the Tenant is or has violated any of the provisions of the Declaration, the court may find the Tenant guilty of forcible detainer notwithstanding the facts that the Owner is not a party to the action and/or that the Tenant is not otherwise in violation of Tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the Tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available at law or in equity. The Association may recover all of its costs, including court costs and reasonable attorney's fees. The Association will give the Tenant and the Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

3.30.6 **Binding Effect.** By becoming a Tenant, each Tenant agrees to be bound by the Declaration, and recognizes and accepts the right and the power of the Association to evict the Tenant for any violation by the Tenant of the Declaration.

3.30.7 **Declarant's Rights.** Notwithstanding anything to the contrary set forth in this subsection, the covenants and restrictions on leasing set forth in this subsection shall not apply to the Declarant, in its capacity as an Owner of unsold Lots, and Declarant shall have the right to lease to a tenant any unsold Lot or Residence without compliance with such covenants and restriction.

3.31 **Improvements in Common Areas.** Except for improvements constructed by the Declarant in connection with the development of the Subdivision, or except as authorized by the Board after the Development Period, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas. Additionally, no improvement constructed by the Declarant in connection with the development of the Subdivision shall be removed from the Common Areas without the prior written consent of the Declarant, if it is during the Development Period, or the Board.

3.32 **Remedies for Breach.** If any Owner violates any of the provisions of this Declaration, the Association may avail itself of any remedy available at law or in equity. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies that the Association may have. The Association may recover all of its costs, including court costs and reasonable attorney's fees. The Association will give the Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation.

3.33 **Exemption of Declarant.** Nothing in this Article or elsewhere in this Declaration shall limit in any manner whatsoever the rights of Declarant to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Lots, and all other property within the Subdivision (including any property which may be annexed thereto pursuant to the provisions of this Declaration), during the Development Period.

#### **ARTICLE IV. EASEMENTS AND LICENSES**

4.01 **Easement of Access and Enjoyment Over Common Area.** Every Owner shall have a right of access to his/her Lot through the designated public and private roadways, walkways, and sidewalks. Each Owner shall have an easement (in common with all other Owners) of enjoyment in, over, and upon the Common Areas. These rights shall be appurtenant to, and shall pass with, the title to the Lot, subject to the terms and limitations set forth in Article IX, otherwise in this Declaration, and in the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, Occupants, guests and invitees. All such easements are limited by such restrictions as

may apply to the Common Area affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Areas which are not permitted according to this Declaration, the Rules and Regulations, the provisions of the Subdivision Plat, or under agreements with any governmental entities or other third parties.

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

4.03 **Easement for Utilities and Other Purposes.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. Within these easements, no structures, plantings or other material that may damage or interfere with the installation and maintenance of utilities, may change the direction of flow of drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements shall be placed or permitted to remain. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. The Declarant shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon an Owner's property and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of an Owner's Lot, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost.

The Owners shall have an easement over all property adjoining his/her Lot and over and upon the Common Areas to discharge over such property and Common Areas all surface waters that naturally rise in or flow or fall upon his/her Lot. All property within the Subdivision is subject to such an easement in favor of the Owners of adjoining property and their successors and assigns, which easement shall be a covenant running with the property. An Owner shall not institute any legal proceeding against any other Owner for discharge of surface waters over his Lot, unless the other Owner has altered the grade or drainage pattern of his Lot to the detriment of other Lots. If a legal proceeding

is brought in violation of this section, the Owner instituting the action shall indemnify and hold harmless the Owner against whom the proceeding was instituted from any attorneys' fees, damages, and other expenses or costs incurred in its defense.

The Board or Declarant, as applicable, may convey additional easements over the Common Areas to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Subdivision and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with any Owner's use and enjoyment of his/her property. The Board or Declarant may grant such easements over all portions of the Subdivision for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Subdivision. Each Owner, by acceptance of a deed to its Lot, appoints the Declarant and/or the President of the Association his, her or its Attorney-in-Fact to execute, deliver, acknowledge and record, for and in the name of such Owner, deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Declarant or the Board, to further establish or effectuate the foregoing easements and rights, which power is for the benefit of each and every Owner, the Association, and the Subdivision and runs with the land, is coupled with an interest, and is irrevocable.

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

4.05 **Dedication Rights.** The Declarant and/or the Association hereby specifically reserve the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements, in part or in full.

4.06 **Walkways & Sidewalks.** Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the walkways and sidewalks located within the Subdivision, which rights shall be appurtenant to, and shall pass with, the title to property, subject to the terms and limitations set forth in Article IX, otherwise in this Declaration, and in the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, Occupants, guests and invitees. No person shall have the right by virtue of such easements to engage in activities on the walkways or sidewalks which are not permitted according to this Declaration, the Rules and Regulations, the provisions of the Subdivision Plat, or under agreements with any governmental entities or other third parties.

4.07 **Landscape Easement**. As set forth on the Subdivision Plats, certain Lots may be subject to the Landscape Easements. Within such Landscape Easement, no building, structure, or other improvement, including fences or play equipment, shall be erected. No live trees may be removed from a Landscape Easement without the prior written permission of the Declarant, if it is during the Development Period, or the Board.

The Declarant or the Board, as applicable, shall have the right to enter upon a Landscape Easement for the purpose of installing or maintaining any utility or drainage system. All parties benefited by the Landscape Easement shall be entitled to injunctive relief for damages in the event of the breach of this section.

The foregoing restrictions do not apply to limited cutting and non-substantial clearing by the Owner of the Lot encumbered by such easements required for: (i) the maintenance of utility or drainage facilities, (ii) the cutting and removal of weeds and noxious plants, (iii) the trimming of dead, dying and/or decaying branches and limbs, (iv) the erection of impermanent and/or portable feeders, licks and baths for wildlife, and (v) to the planting of trees, flora and similar pursuits.

4.08 **Private Drainage Easements**. Except as otherwise set forth on the Subdivision Plat, all Lots are subject to private drainage easements in favor of the Declarant, the Builder, and the Association. Such private drainage easements shall be ten feet (10') in width (five feet (5') on each Lot) and shall exist along all common Lot lines, with the common Lot line being the center line of said easement. In those cases where the rear Lot line is not a common Lot line, the private drainage easement shall be ten feet (10') in width along such rear Lot line. The Declarant, if it is during the Development Period, or the Board shall have the right to enter upon a private drainage easement for the purpose of establishing or reestablishing drainage swales in order to control and direct storm water to collection facilities.

4.09 **Reservation of Easements**. The Declarant shall have and hereby reserves easements in favor of itself, the Association, their successors and assigns, and such other persons or entities, as it may designate as follows:

4.09.1 In, on, and over that portion of the publicly dedicated rights of way outside of the actual roadway, as well as over a twenty foot (10') wide strip of land on either side of such publicly dedicated rights of way on the Property for the purposes of: (i) access to construct, use and maintain utilities (including, but not limited to, internet, telephone and cable television), sidewalks, signage, lighting, landscaping and recreational uses; (ii) removing any obstructions including landscaping from such areas; and (iii) such other uses deemed appropriate for or necessary to integrate the Property into other real estate.

4.09.2 In, on, and over all utility and drainage easements set forth on the Property for the installation and maintenance of utility and drainage systems.

## ARTICLE V. ARCHITECTURAL CONTROL

5.01 **Plan Approval Requirement.** No improvement, change, (including, without limitation, change in exterior color) construction, addition, excavation, landscaping, fencing, tree removal or other work or action which in any way alters the exterior appearance of the Subdivision from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder) shall be commenced or continued until the same shall have first been approved in writing by the Declarant, if during the Development Period, or the Board.

No Residence, structures or other improvements of any kind shall be erected or placed on any Lot without the Declarant, if during the Development Period, or the Board, approving, in writing, a detailed site plan showing the Residence, structures, and other improvements and a separate building plan. All building and site plans are to be reviewed and approved by the Declarant, if during the Development Period, or the Board, for square footage, outside elevations, materials, colors, building location, paving location and other site improvements of any kind. In reviewing such plans, the Declarant or the Board, as applicable, may take into consideration, in their sole discretion: (i) conformity and harmony of the proposed plans with the development plans for the Subdivision, (ii) other structures on the Subdivision, (iii) the effect of the location and use of improvements on neighboring property, and (iv) conformity of the plans and specifications to the general intent of and specific provisions of this Declaration.

Builders receiving approval of plans pursuant to this section may build multiple Residences according to said plans (subject to all other provisions of this Declaration, and permitting mirror image versions of approved Residences), without the need to obtain approval for each such home to be constructed; however, all site specific changes and any further change to materials and/or colors must be individually approved pursuant to this section.

5.02 **Review Fee.** The Declarant or the Board, as applicable, may charge and collect review fees whenever plans are submitted for review. The review fee, as established by the Declarant or the Board in their sole discretion, may be amended from time to time. The Builder is not subject to review fees.

5.03 **Failure to Approve.** In the event the Declarant or the Board, as applicable, fails to approve any plans and specifications within thirty (30) days after their submission in complete form, said plans and specifications shall be deemed to have been disapproved and rejected.

5.04 **Complete Authority/Architectural Standards.** The Declarant or the Board, as applicable, has total, complete, absolute, and final discretion and authority to approve or

disapprove all plans as submitted. In addition to the architectural standards and requirements set forth in Section 5.09 below, the Declarant or the Board may, but are not obligated to, establish additional architectural standards and requirements to help Owners and Builders plan development. No improvements may be made which are in any manner inconsistent with, or in violation of, the architectural standards and requirements without the written approval of the Declarant or the Board, as applicable. The Declarant and the Board shall have the right to amend or supplement the architectural standards and requirements at any time, in their sole discretion, but any such amendments or supplements shall not apply to existing improvements or approved plans.

5.05 **Liability.** Neither the Declarant, the Association, the Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans. Every person and entity submitting plans to the Declarant or the Board agrees by said submission that he or it will not bring any action or suit against the Association, the Board, or Declarant to recover any damages.

5.06 **Scope of Approval.** No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed Residence. Such approvals and standards shall in no event be construed in representing or guaranteeing that any Residence will be built in a good and workmanlike manner.

5.07 **Approval Subject to Governmental Regulations.** Approval of any plans shall not be interpreted or construed as an acceptance of plans that violate any applicable township, municipal, state or federal regulations, codes, ordinances, and statutes applicable to standards of building. The terms and conditions of this Article V are deemed subordinate to any and all such applicable regulations, codes, ordinances, and statutes.

5.08 **Enforcement of Violation.** Any construction or improvements which were not approved by the Declarant or the Board, as applicable, and any failure to comply with the plans and specifications as submitted and approved by the Declarant or the Board, as applicable, shall be the subject of a registered notice from the Declarant or the Board directing the Owner and/or Builder to remove all such violating work at once. Removal shall commence within seven (7) days of registered notice and shall progress until completion within thirty (30) days. Such removal shall be at the expense of the Owner and/or Builder on whose Lot the construction and improvement is situated. In the event removal is not instituted and completed according to the terms and conditions set forth herein, the Declarant, the Association, and their delegates or assigns may enter upon the Lot involved to effect the removal, with the cost thereof assessed against the Owner of such Lot.

5.09 **Architectural Standards and Requirements.** Declarant has established the following architectural standards and requirements to help Owners and Builders plan development within the Subdivision, and all improvements to property within the Subdivision are subject to these standards. The Declarant, if during the Development Period, or the Board shall confirm compliance to these standards.

5.09.1 **House Placement and Yard Grading.** Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Subdivision filed with the appropriate governmental authorities. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the Declarant, if it is during the Development Period, by the Board, or the appropriate governmental authorities.

5.09.2 **Building Architecture.** The Residences will have a consistent look and feel within each section of the Subdivision and will conform with the following criteria: (i) any combination of siding, brick, stone, manufactured stone, wood, minimum .044 mil thick vinyl, Exterior Insulation Finish System (EFIS), cementitious fiberboard, insulated acrylic vinyl and stucco as well as other comparable materials shall be used, and (ii) all colors utilized will be earth tones or subdued in nature. Similar architectural treatments shall be utilized throughout the Subdivision.

5.09.3 **Home Size and Lot Requirements.** The floor area in square feet of the main structure for all dwelling types, exclusive of open porches, garages, basements or steps shall not be less than 1,300 Sq. Ft. The height of the buildings to be built will comply with the \_\_\_\_\_ Zoning Code.

The setbacks for the Residences shall be as follows:

**Single Family:**

Lot width at front Setback	60 feet minimum
Front yard setback	25 feet minimum
Side yard setback	5 feet minimum/10 feet total both sides
Rear yard setback	25 feet minimum

**Lifestyle:**

Lot width at front Setback	52 feet minimum
Front yard setback	25 feet minimum
Side yard setback	5 feet minimum/10 feet total both sides
Rear yard setback	25 feet minimum

5.09.4 **Air Conditioning and Heat Pump Equipment.** Such equipment shall be located only in side or rear yards.

5.09.5 **Awnings.** No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on a Lot, subject to prior written approval of the Declarant, if it is during the Development Period, or the Board.

5.09.6 **Fences.** See Section 3.11 for fencing restrictions for Lots.

5.09.6.1 Unless otherwise approved by the Declarant or the Board, no fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon the Common Area or a Landscape Easement.

5.09.6.2 This section shall not apply to: (i) underground invisible dog-type fences; or (ii) decorative fences or retaining walls installed by a Declarant or a Builder in connection with the development of the Property or original construction of a residence.

5.09.7 **Zoning.** All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and buildings codes.

5.10 **Variances.** In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of this Declaration, the Declarant, if it is during the Development Period, or the Board shall have the authority to grant reasonable variances from the provisions of Section 5.10. No variance shall materially injure or materially adversely affect any other Lot. No variance granted pursuant to the authority of this section shall constitute a waiver of any provision of this Declaration as applied to any other party or other Lot, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of this Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Subdivision.

## ARTICLE VI. ASSOCIATION

6.01 **Identification, Formation and Membership.** The name of the Association is: “\_\_\_\_\_ Homeowners Association, Inc.” The Association has been formed as an Ohio non-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The membership of the Association shall consist of the Owners of Lots and, during the Development Period, the Declarant.

6.02 **Governance.** The Association shall be governed by a Board of Directors, consisting of three (3) persons. During the Development Period, the members of the

Board shall be appointed by the Declarant and need not be Members. After expiration of the Development Period, the Board shall be elected by a majority vote of the Owners. All persons elected to the Board must be an Owner, the spouse of an Owner or, in the case of an Owner that is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee or employee of the Owner. Voting and all other matters regarding the governance and operation of the Association after expiration of the Development Period shall be set forth in the Code of Regulations.

6.03 **Voting Rights.** Voting rights of the Members of the Association shall be as provided in the Code of Regulations.

6.04 **Power; Authority; Duties.** The Association shall have all the rights, powers, and duties established, invested, or imposed by its Association Documents and the laws of the State of Ohio applicable with respect to planned community associations and Ohio not-for-profit corporations. In addition, the Association is hereby delegated the power and authority to enforce the protective covenants and restrictions and other provisions of this Declaration.

6.05 **Specific Powers.** With respect to the ownership, maintenance, management and care of the Common Areas, the Association shall have the powers set forth in the Code of Regulations.

The Declarant also retains the power and authority to perform all such powers vested in the Board pursuant to the Code of Regulations and in this Declaration at all times during the Development Period.

6.06 **Delegation of Duties.** In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, neither the Association, the Board, nor the Owners shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

6.07 **Books, Records.** Upon reasonable request of any Owner, the Association shall be required to make available for inspection all books, records, and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to the Member who requests the same.

## **ARTICLE VII. ASSESSMENTS**

7.01 **Assessments.** The costs incurred by the Association in connection with the operation, administration, maintenance and repair of the Common Areas and all other Common Expenses of the Association shall be assessed to and shared equally by all of the Owners of Lots within the Subdivision, such amounts being an encumbrance upon all such Lots. Notwithstanding the foregoing, the Declarant and the Builder will not be responsible for paying any Assessments with respect to the Lots owned by them.

7.02 **Reserved.**

7.03 **Reserved.**

7.04 **Types of Assessments.** Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree to pay to the Association the following assessments: (i) Capital Contribution Assessment, (ii) Basic Assessments, (iii) Lot Assessments, as applicable, and (iii) Special Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Basic and Special Assessments shall be fixed at a uniform rate for all Lots.

7.05 **Capital Contribution Assessments at Closing.** Unless otherwise adjusted by the Declarant or the Association, at the time of the closing on the purchase of a Lot on which a Residence is constructed, the Owner of such Residence will be required to pay the Association or Declarant, as the case may be, an assessment in an amount of \_\_\_\_\_ Hundred Dollars (\$XXX.00) for a Residence constructed on a single family lot or \_\_\_\_\_ Hundred Dollars (\$XXX.00) for a Residence constructed on a lifestyle lot, or such other amount as Declarant or the Board may determine from time to time, as purchaser's capital contribution. After the initial sale to an Owner and the allocation of a Capital Contribution Assessment for that Lot, no Capital Contribution Assessment shall be due on any Lot purchased from an Owner other than the Developer. The Capital Contribution Assessment may be waived at the Board's sole discretion. The capital contributions will be placed into a capital account fund, which fund may be used for any and all expenses of the Association, including, but not limited to, reimbursing the Declarant in accordance with Section 7.09.

7.06 **Basic Assessments.** The initial Basic Assessment will be \_\_\_\_\_ Dollars (\$XXX.000) per year for a Residence on a single family lot or \_\_\_\_\_ Dollars (\$XXX.00) per year for a Residence on a lifestyle lot. This assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Association or Declarant. The Board shall estimate annually the Common Expenses and the expenses, if any, it expects the Association to incur for the ownership, maintenance, operation and management of the Association (which may include amounts, if any, for a reserve fund, as may be determined by the Board), and shall assess each Owner a Basic Assessment equal to such estimated expenses, plus the difference between the estimated assessments for the prior assessment year and the actual expenses for such year, divided by the sum of the total number of Lots in the Subdivision. Such budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operation without the necessity of Special Assessments, unless on an annual basis Owners exercising not less than a majority of the voting power of the Association waive the reserve requirement for that year. In determining the amount of the Basic Assessments, the Board may take into account any expected Declarant

Advances, as hereinafter provided. The Basic Assessments shall be paid in accordance with the procedures set forth in the Rules and Regulations.

7.07 **Commencement of Basic Assessments.** The Basic Assessments shall be due and payable on January 1 of each year (unless the Board or Declarant determines to bill such assessments monthly, quarterly, or semi-annually). The first Basic Assessment for each Lot may be prorated for the balance of such assessment year and shall become due and payable and a lien on the date an Owner acquires title to its Lot. The Board or the Declarant may from time to time determine the manner and schedule of payments. The Board or the Declarant shall make reasonable efforts to fix the estimated amount of the Basic Assessment in accordance with Section 7.06 above at least thirty (30) days in advance of the date such Basic Assessment is due and payable. The Board or Declarant shall send each Owner written notice of the Basic Assessment for each assessment year.

7.08 **Lot Assessments.** The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation: (a) enforcement assessments and individual assessments for utility services that are imposed or levied in accordance with this Declaration, as well as expenses the Board incurs in collecting those assessments; (b) costs of maintenance, repair or replacement incurred due to the willful or negligent act of an Owner or Occupant of a Lot or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses; (c) costs associated with the enforcement of this Declaration or the Rules and Regulations, including, but not limited to, attorney's fees, court costs and other expenses; and (d) costs or charges permitted by this Declaration or the Code of Regulations as Lot Assessments, including, in the event special services are provided to the Owner of a Lot, beyond those provided to all Owners, the fee or charge established by the Association in providing those special services, as well as the expenses incurred by the Board in collecting those assessments. This Declaration may also provide for other circumstances in which Lot Assessments may be charged. If the Owner owns more than one Lot, the Lot Assessment may be assessed as a charge against all Lots owned by that Owner (but such charges may not be collected more than once).

Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the Board shall give the Owner a written notice and the opportunity for a hearing as provided in Section 9.3 of the Code of Regulations.

7.09 **Special Assessments.** The Board, shall have the right from time to time to levy Special Assessments to cover the cost of any improvement which may be necessary, in the Board's discretion, to the amenities or Common Areas of the Subdivision. The reserve fund, if any, shall not be used in place of a Special Assessment. In addition, if in any year the Common Expenses exceed the income from the Basic Assessments and the Capital Contribution Assessments, the amount of any operating deficit may, at the Board's sole

option, be charged to the Owners by means of a Special Assessment. No consent of the members of the Association shall be required with respect to this Special Assessment. In the alternative, during the Development Period, Declarant may, at its discretion, advance funds to the Association as necessary to cover operating deficits ("**Declarant Advances**"). No consent of the members of the Association shall be required with respect to Declarant Advances. Declarant Advances shall bear interest at the applicable federal rate. Declarant Advances shall be shown on the books and records of the Association as a loan to the Association by the Declarant. Payment of Declarant Advances shall be a Common Expense and reflected as a line item on the Association's budget. Declarant Advances shall be repaid to Declarant upon demand and through the Association's collection of Basic Assessments, Capital Contribution Assessments, and/or Special Assessments, as determined by the Board.

7.10 **Property Exempt from Assessments**. The following property shall be exempt from the foregoing described assessments: (i) all Common Areas and (ii) all unsold Lots and undeveloped areas held by the Declarant.

7.11 **Fees**. The Declarant or the Board, as applicable, may choose to enact fees to reimburse itself for costs when necessary. These fees may include, but are not limited to, fees for review of the following: building plans, landscape plans, exterior design plans, exterior building or improvement plans (including remodeling, additions, sheds, swimming pools, patios and decks). The Association may also enact fees for inspection of installed sidewalks and grading to ensure compliance with the sidewalk plan and the grading plan.

7.11.1 Any fee paid to the Association shall be paid at or before the time of review or inspection.

7.11.2 In the event that a plan is rejected or an inspection is failed, a re-inspection or re-review fee shall be charged. Said fee shall be half the original fee.

7.11.3 Reviews and inspections done simultaneously may result in reduced fees in the discretion of the Declarant or the Board, as applicable.

7.11.4 Construction without approval or failure to obtain the proper inspections shall result in the \$1,000.00 fine and a placement a lien against the title.

7.12 **Remedies**.

7.12.1 **Interest; Late Charge**. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Declarant, if applicable,

may collect an administrative collection charge in an amount to be established from time to time by the Board or Declarant, as appropriate.

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

**7.12.3 Liens.** The Association has a lien upon the estate or interest of an Owner in any Lot for the payment of any Assessment, including any Lot Assessment levied in accordance with Section 7.08 above and Section 5312.11 of the Ohio Revised Code, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the Lot and that remain unpaid for ten (10) days after any portion has become due and payable. If the Owner owns more than one Lot, the lien applies in the full amount to all Lots owned by that Owner, but may not be collected more than once. All of the following apply to a lien charged against a Lot pursuant to this Section: (a) the lien is effective on the date that a certificate of lien is filed in the office of the Licking County Recorder, pursuant to authorization by the Board of Directors of the Association. The certificate shall contain a description of the Lot, the name of the record Owner of the Lot, and the amount of the unpaid Assessment or charge. It shall be subscribed to by the president of the Board or other designated representative of the Association; (b) the lien is a continuing lien upon the Lot against which each Assessment is made, subject to automatic subsequent adjustments reflecting additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs; (c) the lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided below in this Section 7.12.3; and (d) the lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages

that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. An Owner may commence an action for a discharge of the lien in the Licking County Court of Common Pleas if the Owner believes that the liability for the unpaid Assessment or charge for which the Association filed a certificate of lien was improperly charged. In the action, if it is finally determined that the unpaid amount of the Assessment or charge was improperly charged to the Owner or the Lot, the court shall enter an order that it determines to be just, which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the Owner.

7.13 **Foreclosure Actions.** In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the Lot. Any rental payment a receiver collects during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Lot during the foreclosure action. The Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale. A mortgage on any Lot may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Lot upon which the mortgagee holds the mortgage. In the event of a foreclosure or similar occurrence in which an Owner's obligation to pay Assessments becomes uncollectible and the Association's lien for the Assessments is extinguished, the Association shall have the right to charge a reinstatement fee to the succeeding Owner of the Lot in question in an amount equal to twelve (12) months of Assessments.

7.14 **Reserves.** In addition to the capital reserve contemplated by the Code of Regulations, the Board may establish and maintain reserves for contingencies and working capital in such amounts as it may determine from time to time in its discretion. The Board shall have sole discretion as to the expenditure of any reserve funds.

## **ARTICLE VIII. MAINTENANCE**

8.01 **Maintenance by Association.** The Association shall maintain and keep the Common Areas in good repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, non-standard traffic signs and improvements situated upon the Common Areas, and all personal property used in connection with the operation of the Common Areas. **Exhibit C** attached hereto outlines the responsibilities for maintenance applicable to the Association.

8.02 **Maintenance by Owner.** Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used

in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Areas. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Area in accordance with the Rules and Regulations and the requirements set forth in this Declaration. **Exhibit C** attached hereto outlines the responsibilities for maintenance applicable to the Owners.

8.03 **Right of Association to Repair Lot.** If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Area by Owners, to prevent damage to or destruction of any other part of the Common Area, or to comply with the Rules and Regulations or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, subject to Section 4.02, and the Board may levy a Lot Assessment for all reasonable expenses incurred.

8.04 **Damage to Common Area By Owner or Occupant.** If the Common Area is damaged by any Owner or Occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Area adjacent to such Lot, subject to Section 4.02.

## **ARTICLE IX. COMMON AREAS**

9.01 **Right to Enjoyment of Common Areas.** Each Owner shall have the right and a nonexclusive easement for use and enjoyment of all Common Areas subject to any rules and restrictions set forth in Section 9.02 of this Article. The foregoing right and easement shall be appurtenant to, and shall pass with, title to such Owner's Lot.

9.02 **Amenities.** The below described amenities shall be for the benefit and use of the Owners and Occupants and their guests.

### **9.02.1 General Rules.**

9.02.1.1 Neither the Declarant nor the Association assumes any liability for any person who chooses to utilize any the Common Areas or amenity. Any person who chooses to utilize the Common Areas or any amenity shall do so at their own risk.

9.02.1.2 No person shall attempt to access any amenity by crossing the private property of another Owner.

9.02.1.3 Not all amenities may be immediately available. The amenities shall be constructed with future phases.

9.02.1.4 Hunting on the property within the Subdivision is strictly prohibited.

9.02.2 **Walkways/Sidewalks.** The walkways/sidewalks are intended to be used as walking/running paths.

9.02.3 **Ponds/Storm Water Facilities.**

9.02.3.1 Swimming, skating, and boating are strictly prohibited.

9.02.3.2 Fishing shall be permitted but limited to the Residents and their guests. Any person who chooses to utilize the ponds in this manner does so at their own risk.

9.02.3.3 It shall be strictly prohibited for any Owner to utilize any pond as a water source or a wastewater disposal site for any Lot for any reason.

9.02.4 **Other Amenities.** Rules for use and hours of operation for any other amenities shall be at the discretion of the Board.

9.03 **Declarant's Use of Common Areas.** The Declarant and its assigns shall have the right during the Development Period to use the Common Areas free of charge, for the purposes of promotion, sales, rental or rental management and for construction, construction management, maintenance, repair or remodeling.

9.04 **Limitations on Rights in Common Areas.** The rights and easements granted to Owners with respect to the Common Areas are subject to the following:

9.04.1 The right of the Board, with the approval by (a) 75% of the votes cast by Members (as defined in the Code of Regulations) who are voting in person or by proxy at a meeting of the Association at which a quorum is present in person or by proxy, and (b) so long as it is the Owner of at least one Lot, Declarant, (i) to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Areas (except that the Declarant Advances shall not require a vote of the Members), (ii) to assign the right to Basic Assessments, or the future income from those Assessments (except as contemplated in this Declaration as to the Declarant Advances), and (iii) to convey any fee interest or any security in any portion of the Common Areas. No contract to convey or subject a Common Area to a security interest is enforceable against the Association unless it complies with this Section. The Board, on behalf of the Association, has all powers necessary and appropriate to effectuate a conveyance or encumbrance

permitted by this Section, including the power to execute a deed or other instrument.

9.04.2 The right of Declarant (during the Development Period) or the Board to adopt, enforce and amend reasonable Rules and Regulations pertaining to the use of the Common Areas.

9.04.3 The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use any of the Common Areas that is recreational in nature for any infraction of the Rules and Regulations relating to the Common Areas.

9.04.4 The right of the Board to suspend the right of any Owner and the privilege of any Occupant claiming through that Owner to use any of the Common Areas that are recreational in nature for the nonpayment or delinquency of any Assessments for more than thirty (30) days.

9.05 **Additional Common Areas Constructed by the Association.** The Association shall not construct any capital addition or capital improvement to the Common Areas or any Lot if the cost to the Association of the addition or improvement to be funded as a Special Assessment exceeds \$10,000 unless the addition or improvement has been authorized by (a) 60% of the votes cast by Members (as defined in the Code of Regulations) who are voting in person or by proxy at a meeting of the Association at which a quorum is present in person or by proxy, and (b) during the Development Period, Declarant. This Section shall not limit Declarant's right, at its cost, to perform the initial construction of the capital improvements constituting the Common Areas and to construct and annex to the Property additional Lots and Common Areas in accordance with Section 10.13. Capital expenditures for repairs or replacements of Common Areas that the Association is required to maintain shall not be subject to approval of the Owners under this Section. Capital expenditures for improvements that the Association is able to fund through its normal budget or other available funds without Special Assessments are not required to be submitted to a vote of the Owners.

## **ARTICLE X. MISCELLANEOUS**

10.01 **Development Phases.** The Subdivision shall be constructed in phases throughout the Development Period. The Declarant shall reserve the right to amend, change, or abandon its phasing plan at any time. Subsequent phases shall meet the basic objectives of all regulations and requirements of the approved Subdivision and this Declaration.

10.02 **Appeal to Board.** In the event of any dispute or complaint by an Owner or by Owners as to the application of any Rules and Regulations promulgated by the Board, any enforcement action by the Board against a Lot with respect to this Declaration, or

with respect to the maintenance and operation of the Common Areas or costs and Assessments associated therewith, the party or parties aggrieved shall submit a complaint in writing to the Board specifying the nature of the dispute or complaint. The Board shall set a time, date, and place for a hearing thereon within sixty (60) days after receipt of the complaint, and give written notice to each affected party no less than ten (10) days in advance. The Board shall hear such evidence on the dispute as the Board deems proper, and render a written decision on the matter to all of the parties within thirty (30) days after the hearing.

10.03 **Term**. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by unanimous vote of the Members terminating this Declaration and dissolving the Association.

10.04 **Enforcement and Waiver**. This Declaration may be enforced by any proceeding at law or in equity by the Declarant, any Owner, or the Association, and their respective heirs, successors and assigns, by bringing an action including, but not limited to, the following: (i) against any person(s) violating, or attempting to violate, any covenant or restriction, (ii) to restrain and/or to enjoin violations, (iii) to obtain a decree for specific performance as to removal of any nonconforming improvement, and (iv) to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Declarant, the Association, or any Owner to enforce any provision of this Declaration or the Rules and Regulations shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules and Regulations.

10.05 **Amendments**. During the Development Period, the Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Subdivision, in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Subdivision. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject Additional Property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such Additional Property is part of the Subdivision, as provided in Section 10.13. An amendment to this Declaration done by Declarant shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. After expiration of the Development Period, this Declaration may be amended by consent of 75% of the Members either in writing or at a meeting called for that purpose.

During the Development Period, this Section 10.05 may only be amended with the written consent of the Declarant.

10.06 **Declarant's Right to Complete Development.** Declarant or assigns shall have the right to: (i) complete the development, construction, promotion, marketing, sale, resale and leasing of Lots; (ii) construct or alter improvements on any property owned by Declarant; (iii) maintain model homes, offices for construction, sales, or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (iv) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision. Further, Declarant or its assigns shall have the right of ingress and egress through the streets, paths, and walkways located in the Subdivision for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assigns to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, (ii) to construct, alter, remodel, demolish or replace any improvements on any Common Area or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association for any such activity or improvement on any Common Area or any property owned by Declarant. Nothing in this section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

10.07 **Declarant's Rights to Replat the Subdivision.** Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan which affects all or any portion of the Subdivision; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration, or replatting shall be the subject of any such amendment, alteration, or replatting. The Association hereby consents to and approves any such amendment, alteration, or replatting and shall be deemed to have joined in the same.

10.08 **Mortgagee Rights.** A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of: (i) any proposed amendment of this Declaration; (ii) any proposed termination of the Association; and (iii) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

10.09 **Assignment of Rights.** All or any portion of the rights of Declarant herein and elsewhere in this Declaration may be assigned by Declarant by an express written assignment recorded in the Records of Licking County, Ohio.

10.10 **Reserved.**

10.11 **No Reliance.** Any Owner shall rely solely on its own review of this Declaration and inspections of the Lot and the Subdivision in determining whether to purchase a Lot. An Owner shall not be entitled to rely on any statements or representations made by the brokers, employees, agents and/or representatives of Declarant. Except for any representations or warranties of Declarant expressly set forth in this Declaration, Declarant makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Declarant or its brokers, builder agents or representatives, to an Owner in connection with the purchase of a Lot. Any reliance on or use of such materials, data or information by Owner shall be at the sole risk of Owner, except as otherwise expressly stated herein.

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

10.13 **Addition of Property.** From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Subdivision to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Subdivision, and after each subjection, such annexation property shall thereafter be included in the defined term Subdivision as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Subdivision to this Declaration.

10.14 **Captions.** The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

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

[The remainder of this page is intentionally left blank. The signature page follows.]

DRAFT

The Declarant, \_\_\_\_\_ Development, LLC, an Ohio limited liability company, has adopted this Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for \_\_\_\_\_ Subdivision this \_\_\_\_\_ day of \_\_\_\_\_, 20xx.

\_\_\_\_\_  
**DEVELOPMENT, LLC**

By:

By: \_\_\_\_\_  
xxxxx, Manager

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ )

) SS:

The foregoing instrument was sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20xx, by \_\_\_\_\_, the Manager of \_\_\_\_\_, LLC an Ohio limited liability company, as Manager of \_\_\_\_\_ Development, LLC.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

DRAFT

**EXHIBIT B  
OVERALL SITE PLAN**

DRAFT

## EXHIBIT C

### CHART OF MAINTENANCE RESPONSIBILITIES

Item of Maintenance	Association Responsibility	Owner Responsibility
Driveways/Sidewalks	None, except within Common Areas	All on or in front of Lots
Park Pathway(s)	None	None
Optional Lot Post lights, including electric lines	None, except within Common Areas	All within Lots
Snow Plowing **	None	All within Lots and Sidewalks
Utility Lines	None	All within Lots
Street Lighting ***	None	None
Entrance Feature including Monument & Landscaping	All within Common Areas	None, except on Lots
Surface Water Management System: retention basins, including any pipes, fountains, concrete gutters or mechanical devices	All	None
Surface Water Management System: drainage swales	None, except within Common Areas	Keeping clear of obstruction within Lot
Grass Mowing	Lifestyle Lots - All Only within Common Areas	Single Family Lots -All within Lots
Landscaping and Yard Buffer areas	Only within Common Areas	All within Lots
Irrigation	Only within Common Areas	All within Lots
Sump Lines	Main Sump Line within Utility Easement	Tap or connection and all lines within Lot

\* All pathways leading to and from park(s) will be maintained by local jurisdiction

\*\* All public streets will be maintained by local jurisdiction

\*\*\* All street lights will be maintained by local jurisdiction

# LIFESTYLE

BY

# Ryan Homes

Easy. Affordable. Fits your lifestyle.



Confidential - Not for use by the Press

# PRODUCT DESIGN

---

# STREETSCAPE



# STREETSCAPE



# STREETSCAPE



# STREETSCAPE



# BAHAMA 1,348 SQ. FT.



# BAHAMA 1,348 SQ. FT.



# BAHAMA 1,348 SQ. FT.



# BAHAMA 1,348 SQ. FT.



# CAYMAN 1,559 SQ. FT.



# CAYMAN 1,559 SQ. FT.



# CAYMAN 1,559 SQ. FT.



# DOMINICA 1,720 SQ. FT.



# DOMINICA 1,720 SQ. FT.



# DOMINICA 1,720 SQ. FT.



# DOMINICA 1,720 SQ. FT.



# DOMINICA 1,720 SQ. FT.



# DOMINICA 1,720 SQ. FT.



LIFESTYLE  
— BY —  
**Ryan**  
Homes

Easy. Affordable. Fits your lifestyle.



# ALLEGHENY 1,823 SQ. FT.



# ALLEGHENY 1,823 SQ. FT.



# BALLENGER 2,114 SQ. FT.



# BALLENGER 2,114 SQ. FT.



# COLUMBIA 2,423 SQ. FT.



# COLUMBIA 2,423 SQ. FT.



# HUDSON 2,718 SQ. FT.



# HUDSON 2,718 SQ. FT.

